



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281240
Original Issued Date: 07/30/2018
Issued Date: 10/08/2020
Expiration Date: 10/10/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: New England Treatment Access, LLC.

Phone Number: 508-528-0093 Email Address: mconnolly@liveparallel.com

Business Address 1: 5 Forge Parkway

Business Address 2:

Business City: Franklin

Business State: MA

Business Zip Code: 02038

Mailing Address 1: 5 Forge Parkway

Mailing Address 2:

Mailing City: Franklin

Mailing State: MA

Mailing Zip Code: 02038

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201822

RMD INFORMATION

Name of RMD: New England Treatment Access, LLC.

Department of Public Health RMD Registration Number: 002 and 006

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

To your knowledge, is the existing RMD certificate of registration in good standing?: yes

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20.08

Percentage Of Control: 20.08

Role: Owner / Partner

Other Role:

First Name: William

Last Name: Wrigley Jr

Suffix:

Gender: Male

User Defined Gender: M

Date generated: 12/03/2020

Page: 1 of 18

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 0.99

Percentage Of Control: 0.99

Role: Owner / Partner

Other Role:

First Name: James

Last Name: Whitcomb III

Suffix:

Gender: Male

User Defined Gender: M

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: 0.15

Percentage Of Control: 0.15

Role: Owner / Partner

Other Role:

First Name: Sarah

Last Name: Loya

Suffix:

Gender: Female

User Defined Gender: F

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 4

Percentage Of Ownership: 0.28

Percentage Of Control: 0.28

Role: Owner / Partner

Other Role:

First Name: James

Last Name: Holmes III

Suffix:

Gender: Male

User Defined Gender: M

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 5

Percentage Of Ownership: 3.3

Percentage Of Control: 3.3

Role: Owner / Partner

Other Role:

First Name: Thomas

Last Name: Venables

Suffix:

Gender: Male

User Defined Gender: M

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 6

Percentage Of Ownership:

Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Jason

Last Name: Becker

Suffix:

Gender: Male

User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership:

Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Michael

Last Name: Zinsky

Suffix:

Date generated: 12/03/2020

Gender: Male User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: 0.21 Percentage Of Control: 0.21

Role: Owner / Partner Other Role:

First Name: Charles Last Name: May Suffix:

Gender: Male User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 9

Percentage Of Ownership: 0.17 Percentage Of Control: 0.17

Role: Owner / Partner Other Role:

First Name: Farid Last Name: Khan Suffix:

Gender: Male User Defined Gender: M

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: MIXED

Person with Direct or Indirect Authority 10

Percentage Of Ownership: 0.31 Percentage Of Control: 0.31

Role: Owner / Partner Other Role:

First Name: Edward Last Name: Brown Suffix:

Gender: Male User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 11

Percentage Of Ownership: 6.31 Percentage Of Control: 6.31

Role: Owner / Partner Other Role:

First Name: Kevin Last Name: Fisher Suffix:

Gender: Male User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

Entity Legal Name: SH Parent Inc Entity DBA: DBA
City:

Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own

100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC.

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: The entity owns 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC. The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, LLC and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: 16.09 Percentage of Ownership: 16.09

Entity Legal Name: Green Health Endeavors LLC	Entity DBA:	DBA City:
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Entity Description: The entity owns 16.09% of New England Treatment Access, LLC through its ownership interest in SH Parent, Inc. The entity is managed by a trust (Trust #101) whose Trustee and sole beneficiary is the Chairman of SH Parent, Inc.'s Board of Directors and Chief Executive Officer, William Wrigley, Jr.

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: The entity's only business is to own an interest in SH Parent, Inc. The entity's sole role is to hold securities in SH Parent, Inc. The entity will own 16.09% of New England Treatment Access, LLC (through its ownership interest in SH Parent, Inc.)

Entity with Direct or Indirect Authority 3

Percentage of Control: 16.09 Percentage of Ownership: 16.09

Entity Legal Name: Trust #101	Entity DBA:	DBA City:
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Entity Description: The entity owns 16.09% of New England Treatment Access, LLC through its ownership interest in Green Health Endeavors, LLC, which owns 16.09% of SH Parent, Inc. The entity's sole role is to act as Manager of Green Health Endeavors, LLC.

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: The Trust ultimately holds a variety of assets in various classes including marketable securities, real estate, art, and other investments. The entity's sole role is to act as Manager of Green Health Endeavors, LLC, which owns 16.09% of SH Parent, Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: New England Treatment Access, LLC.		Entity DBA: NETA	
Email: amanda@netacare.org	Phone: 617-285-4461		
Address 1: 5 Forge Parkway		Address 2:	
City: Franklin	State: MA	Zip Code: 02038	
Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of Capital Provided: \$1559630.16	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment			
Owner First Name:	Owner Last Name:	Owner Suffix:	
Entity Legal Name: Surterra Florida, LLC		Entity DBA:	
Entity Description: Surterra Florida, LLC, a wholly-owned subsidiary of Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), operates 39 medical-use dispensaries in the state of Florida pursuant to a management agreement with Alpha Foliage, Inc. ("Alpha Foliage"), which is a Medical Marijuana Treatment Center (license number MMTC-2015-0004), licensed by the Florida Department of Health ("FDOH"). Alpha Foliage's license allows it to cultivate, produce, distribute, and dispense cannabis for medical use throughout the state of Florida. Alpha Foliage is owned by Chuck Buster (25%), Margi Buster (25%), the John DeMott Trust (25%), and the Carolyn DeMott Trust (25%). Each owner has no other relationship, contractual or otherwise, with the SH Parent, Inc. or any of its subsidiaries. Alpha Foliage and Surterra Florida, LLC entered into a Management Agreement dated June 26, 2015. Under the terms of the Management Agreement, Surterra Florida operates the day-to-day activities of retail stores under the licenses issued to Alpha Foliage by FDOH, without further authorization or oversight. The Management Agreement is known to and complies with all regulations of Florida authorities, including FDOH. The Management Agreement is for a term of 20 years, with automatic 5-year renewals, in perpetuity, at the option of Surterra Florida. The parties to the Management Agreement share the net profits on an agreed basis.			
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:	
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:	
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308	Entity Country: USA
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308	Entity Mailing Country: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of the Marijuana Establishment		
Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Surterra Texas, LLC		Entity DBA:
Entity Description: Surterra Texas, LLC holds a medical-use license, #0006, in Texas. Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), owns 87.5% of Surterra Texas, LLC. The remaining 12.5% of Surterra Texas, LLC is owned by Thomas Craddick of Austin, Texas. Mr. Craddick has no other relationship, contractual or otherwise, with the SH Parent, Inc. or any of its subsidiaries.		
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:

Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308	Entity Country: USA
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308	Entity Mailing Country: USA

Business Interest in Other State 3

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: DH Aldebaran, Inc. **Entity DBA:**

Entity Description: Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), owns 100% of the equity of DH Aldebaran, Inc. which is located in Las Vegas, Nevada, and holds the following licenses for retail sales: 04584977759671021505 (recreational cultivation); 6761869836095912433 (transportation); 85580772744623674122 (recreational processing); 19938993413842066821 (medical processing); and 66181862498961066796 (medical cultivation).

Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:	
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:	
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308	Entity Country: USA
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308	Entity Mailing Country: USA

Business Interest in Other State 4

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: DH Flamingo, Inc. **Entity DBA:**

Entity Description: Surterra Holdings, Inc. (which is a a wholly-owned subsidiary of SH Parent, Inc.), owns 100% of the equity of DH Flamingo, Inc. which is located in Las Vegas, Nevada, and holds the following licenses for retail sales: 10749329530975088571 (medical dispensary) and 01359449685112111637 (recreational dispensary).

Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:	
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:	
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308	Entity Country: United States
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:	
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308	Entity Mailing Country: United States

Business Interest in Other State 5

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**

Entity Legal Name: Elefante Inc. **Entity DBA:**

Entity Description: Elefante Inc. was formed in 2017 to conduct distribution, non-storefront retail (home delivery) and manufacturing of cannabis products in San Francisco, California. Elefante Inc. currently holds the following licenses: CDPH-10002404 (Level 6 Manufacturing, adult use/medicinal), issued by the CA Department of Public Health; C9-18-0000141-APP (non-storefront retail, adult use/medicinal), issued by CA Bureau of Cannabis Control; C11-0000519-LIC-BCC Provisional (Distribution, adult use/medicinal) issued by CA Bureau of Cannabis Control; Cert. 1078588-1166357-11-171, Licenses TO125NS (cannabis delivery-only retailer), TO124DF (cannabis distributor) and TO123MF (cannabis manufacturing facility [non-volatile]), all issued by the City and County of San Francisco, Office of Cannabis. Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), through its wholly-owned subsidiary Surterra California, LLC, owns approximately 10.1% of the equity interest of Elefante, Inc.

Entity Phone: 832-969-8191	Entity Email: jt@elefanteinc.com	Entity Website:
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Entity Address 1: 472 Tehama St.		Entity Address 2:	
Entity City: San Francisco	Entity State: CA	Entity Zip Code: 94103	Entity Country: United States
Entity Mailing Address 1: 472 Tehama St.		Entity Mailing Address 2:	
Entity Mailing City: San Francisco	Entity Mailing State: CA	Entity Mailing Zip Code: 94103	Entity Mailing Country: United States

Business Interest in Other State 6

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Surterra California, LLC		Entity DBA:
Entity Description: Surterra California, LLC, a wholly owned subsidiary of Surterra Holdings, Inc. (which is a wholly-owned subsidiary of SH Parent, Inc.), owns approximately 10.1% of the equity interest of Elefante, Inc.		
Entity Phone: 404-771-5914	Entity Email: tkrol@liveparallel.com	Entity Website:
Entity Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Address 2:
Entity City: Atlanta	Entity State: GA	Entity Zip Code: 30308
		Entity Country: United States
Entity Mailing Address 1: 55 Ivan Allen Jr. Blvd. NW, Suite 900		Entity Mailing Address 2:
Entity Mailing City: Atlanta	Entity Mailing State: GA	Entity Mailing Zip Code: 30308
		Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Thomas	Last Name: Venables	Suffix:
Marijuana Establishment Name: Trulieve Cannabis Corp.	Business Type: Other	
Marijuana Establishment City: Tallahassee	Marijuana Establishment State: FL	

Individual 2

First Name: Individual Owners of New England Treatment Access, LLC	Last Name: Individual Owners of New England Treatment Access, LLC	Suffix:
Marijuana Establishment Name: New England Treatment Access, LLC	Business Type: Other	
Marijuana Establishment City: Franklin, Northampton, Brookline	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 118 Conz Street	
Establishment Address 2:	
Establishment City: Northampton	Establishment Zip Code: 01060
Approximate square footage of the establishment: 6600	How many abutters does this property have?: 39
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	NETA Northampton Certification of Host Community Agreement.pdf	pdf	5ad907c1d16c987e98c1b641	04/19/2018
Plan to Remain Compliant with	NETA Local Compliance Plans.pdf	pdf	5ad907cb47ddff7eac662487	04/19/2018

Local Zoning				
Community Outreach Meeting Documentation	NETA Community Outreach Meeting Documentation.pdf	pdf	5ad91c6539740e0d95e83497	04/19/2018

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.: \$2621169.24

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	NETA Communities of Disproportionate Impact.pdf	pdf	5ad909fd7212167e7aeed974	04/19/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
 First Name: William Last Name: Wrigley Jr Suffix:
 RMD Association: RMD Owner
 Background Question: yes

Individual Background Information 2

Role: Other Role:
 First Name: James Last Name: Whitcomb III Suffix:
 RMD Association: RMD Owner
 Background Question: yes

Individual Background Information 3

Role: Other Role:
 First Name: Sarah Last Name: Loya Suffix:
 RMD Association: RMD Owner
 Background Question: yes

Individual Background Information 4

Role: Other Role:
 First Name: James Last Name: Holmes III Suffix:
 RMD Association: RMD Owner
 Background Question: yes

Individual Background Information 5

Role: Other Role:
 First Name: Thomas Last Name: Venables Suffix:
 RMD Association: RMD Owner
 Background Question: yes

Individual Background Information 6

Role: **Other Role:**
First Name: Jason **Last Name:** Becker **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 7

Role: **Other Role:**
First Name: Michael **Last Name:** Zinsky **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 8

Role: **Other Role:**
First Name: Charles **Last Name:** May **Suffix:**
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 9

Role: **Other Role:**
First Name: Farid **Last Name:** Khan **Suffix:**
RMD Association: RMD Owner
Background Question: no

Individual Background Information 10

Role: **Other Role:**
First Name: Edward **Last Name:** Brown **Suffix:**
RMD Association: RMD Owner
Background Question: no

Individual Background Information 11

Role: **Other Role:**
First Name: Kevin **Last Name:** Fisher **Suffix:**
RMD Association: RMD Owner
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company	Other Role:
Entity Legal Name: SH Parent Inc	Entity DBA:
Entity Description: The entity is the parent company that owns and acts as the sole Manager of New England Treatment Access, LLC directly or indirectly (through 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC). In addition to the equity of New England Treatment Access, LLC and CBPB Holdings, Inc. the only other assets the entity owns are Molecular Infusions, LLC and Surterra Holdings, Inc. (and all subsidiaries of Surterra Holdings, Inc.). The entity's role is to hold securities in CBPB Holdings, Inc., New England Treatment Access, LLC, Surterra Holdings, Inc., and Molecular Infusions, Inc. and to manage the businesses of Surterra Holdings, Inc., New England Treatment Access, LLC and Molecular Infusions, LLC. The entity will own 100% of New England Treatment Access, LLC through both direct ownership and 100% ownership of CBPB Holdings, Inc., an entity that currently owns interests in New England Treatment Access, LLC.	

Phone: 404-984-9827	Email: llinder@liveparallel.com	
Primary Business Address 1: 55 Ivan Allen Blvd NW 9th Floor		Primary Business Address 2:
Primary Business City: Atlanta	Primary Business State: GA	Principal Business Zip Code: 30308

Additional Information: Please see the document labeled "SH Parent Inc. Background Information (dated 09-02-2020)," attached on the following page of this application.

Entity Background Check Information 2

Role: Parent Company	Other Role:	
Entity Legal Name: Green Health Endeavors	Entity DBA:	
Entity Description: The entity owns 16.09% of New England Treatment Access, LLC through its ownership interest in SH Parent, Inc. The entity is managed by a trust (Trust #101) whose Trustee and sole beneficiary is the Chairman of SH Parent, Inc.'s Board of Directors and Chief Executive Officer, William Wrigley, Jr.		
Phone: 312-832-6100	Email: mzinsky@wmiteam.com	
Primary Business Address 1: 10435 Riverside Drive Suite 105		Primary Business Address 2:
Primary Business City: Palm Beach Gardens	Primary Business State: FL	Principal Business Zip Code: 33410

Additional Information:

Entity Background Check Information 3

Role: Partner	Other Role:	
Entity Legal Name: Trust #101	Entity DBA:	
Entity Description: The entity owns 16.09% of New England Treatment Access, LLC through its ownership interest in Green Health Endeavors, LLC, which owns 16.09% of SH Parent, Inc. The entity's sole role is to act as Manager of Green Health Endeavors, LLC.		
Phone: 312-832-6100	Email: ip@wmiteam.com	
Primary Business Address 1: 101 N Clematis Street Suite 200		Primary Business Address 2:
Primary Business City: West Palm Beach	Primary Business State: FL	Principal Business Zip Code: 33401

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	NETA Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts.pdf	pdf	5ad79310d7af757e7482039b	04/18/2018
Articles of Organization	NETA Articles of Organization.pdf	pdf	5ad7931293460b0dc73eca62	04/18/2018
Department of Revenue - Certificate of Good standing	NETA Certificate of Good Standing from the Massachusetts Department of Revenue.pdf	pdf	5ad79315423af335ecabacf1	04/18/2018

Bylaws	NETA Bylaws.pdf	pdf	5ad7976d1a56be7ea2dd03b7	04/18/2018
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Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Sec. State_Good Standing Letter_0820.pdf	pdf	5f5153ed853a241c0ed8cb89	09/03/2020
Department of Revenue - Certificate of Good standing	DOR_Good Standing Letter_0820.pdf	pdf	5f5154017b6e50246854f8fe	09/03/2020
Department of Unemployment Assistance - Certificate of Good standing	Unemployment Assitance_Good Standing Letter_0820.pdf	pdf	5f515408054242245dc87027	09/03/2020
Secretary of Commonwealth - Certificate of Good Standing	SH Parent Inc. Background Information (dated 09-02-2020).pdf	pdf	5f5154155837b61c2f64731a	09/03/2020

Massachusetts Business Identification Number: 001318218

Doing-Business-As Name: NETA

DBA Registration City: Northampton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan_2020 Renewal.pdf	pdf	5f515614fa5f4a1c24d9b710	09/03/2020
Plan for Liability Insurance	19-20 GL MA - Recreational - NETA - James River.pdf	pdf	5f5156220f99bf24895785a9	09/03/2020
Proposed Timeline	2018_AU_Timeline.pdf	pdf	5f524bfa91bd17247e2052ba	09/04/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations_2020 Renewal.pdf	pdf	5f514d81729ffa1c15883e52	09/03/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older_2020 Renewal.pdf	pdf	5f514d895837b61c2f6472d0	09/03/2020
Security plan	Security Plan - Retail_2020 Renewal.pdf	pdf	5f514d8e853a241c0ed8cb49	09/03/2020
Prevention of diversion	Prevention of Diversion_2020 Renewal.pdf	pdf	5f514d93054242245dc86fe4	09/03/2020
Storage of marijuana	Storage of Marijuana_2020 Renewal.pdf	pdf	5f514d98bead71246fcd0ec5	09/03/2020
Transportation of marijuana	Transportation of Marijuana_2020 Renewal.pdf	pdf	5f514d9bfa5f4a1c24d9b6bb	09/03/2020
Inventory procedures	Inventory Procedures_2020 Renewal.pdf	pdf	5f514da0853a241c0ed8cb4d	09/03/2020
Quality control and testing	Quality Control and Testing_2020 Renewal.pdf	pdf	5f514da3054242245dc86fe8	09/03/2020
Dispensing procedures	Dispensing Procedures_2020 Renewal.pdf	pdf	5f514da7716d401bf8d4c26d	09/03/2020
Personnel policies including background checks	Personnel Policy_2020 Renewal.pdf	pdf	5f514dac91bd17247e20511c	09/03/2020

Record Keeping procedures	Record Keeping Procedures_2020.pdf	pdf	5f514db00f99bf248957855f	09/03/2020
Maintaining of financial records	Maintaining of Financial Records_2020 Renewal.pdf	pdf	5f514db4bc3a3b1be23dc682	09/03/2020
Qualifications and training	Qualifications and Training_2020 Renewal.pdf	pdf	5f514dd65837b61c2f6472d7	09/03/2020
Plan for obtaining marijuana or marijuana products	Plan to Obtain Marijuana_2020 Renewal.pdf	pdf	5f514e21bc3a3b1be23dc68d	09/03/2020
Diversity plan	Diversity Plan_2020 Renewal.pdf	pdf	5f514e44781380244ebf92ca	09/03/2020
Energy Compliance Plan	Energy Compliance_2020 Renewal.pdf	pdf	5f514e48bead71246fcd0ed3	09/03/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Ensuring Adequate Patient Supply_2020 Renewal.pdf	pdf	5f51565fab637e1bff60b6d6	09/03/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Reasonable Substitutions of Marijuana Types_2020 Renewal.pdf	pdf	5f515674fa5f4a1c24d9b714	09/03/2020

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 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 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.:

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: NETA's first stated goal of its Positive Impact plan is to provide access to employment opportunities in the cannabis industry for residents in areas of disproportionate impact as defined by the Commission. To make progress toward this goal, NETA has

focused on targeted recruiting efforts and job fair and event participation, including the 2019 Roxbury Community College & Fenway CDC Career Fairs. To date, NETA has accomplished a rate of 20.7% of employees residing in areas of disproportionate impact, an increase of 2% over last year. NETA continues to track this information for its employee pool and will set annual goals to increase representation from these disproportionately impacted areas, and will continue to target recruitment efforts accordingly.

Progress or Success Goal 2

Description of Progress or Success: NETA's second stated goal of its Positive Impact plan is to provide mentoring, professional development, and experience in the cannabis industry to individuals disproportionately affected by the drug war and to those residing in areas of disproportionate impact.

NETA's progress toward this goal included the launch of an internship program in partnership with Roxbury Community College ("RCC") in 2018 whereby students matriculating in a business program at RCC applied for and received compensated, for-credit internships in NETA's cultivation, product manufacturing and retail locations. In 2019, NETA became a founding member of the MASS CultivatED ("CultivatED") program in partnership with RCC, and shifted its resources and focus exclusively to CultivatED.

As a founding member, NETA provided an initial donation of \$25,000 and has committed to providing guidance, oversight, ongoing financial support, human resources and training materials to build a first in the nation jail-to-jobs program for the cannabis industry.

Driven by a public-private partnership between the Massachusetts Association of Community Colleges, Roxbury Community College, Greater Boston Legal Services, the Urban League of Eastern Massachusetts, the Lawyers for Civil Rights Boston, the Commonwealth Dispensary Association, and the state's leading cannabis industry members, the CultivatED Program will select fellows who reflect those individuals most directly impacted by the nation's failed War on Drugs from disproportionately impacted neighborhoods and communities locally.

Fellows will receive full-scholarship awards, gaining them access to individualized pro bono legal services, a higher education certificate program, workforce training, fully paid and benefited cooperative learning and externship rotations in the cannabis industry for educational credit hours, and job placement upon completion of the program.

Creating a new nonprofit entity, this collaboration's mission will be to competitively select fellows who reflect those individuals the state seeks to empower: diverse individuals from areas of disproportionate impact with positive CORIs who are seeking employment or meaningful, new employment opportunities.

NETA has actively participated in all CultivatED efforts to date by collaborating on the design of the program's application as well as providing public relations and promotional marketing support to publicize the launch of the program and opening of the application process. After a delay due to COVID-19, CultivatED resumed the selection process in June 2020. NETA serves on CultivatED's selection committee and participated in interviews with prospective fellows. NETA's President, Senior Manager of Talent Acquisition, and Training Manager took part in six interviews with individual prospective fellows over a two week period between July 6 and July 17, 2020.

In mid-October 2020, NETA will employ a fellow for a paid, benefitted, full time externship in its cultivation and retail departments upon the successful completion of the RCC CultivatED educational curriculum. For fall 2020, NETA has matched with Isabella Ramirez, a CultivatED applicant from Chelsea, an area defined as disproportionately impacted by the Commission's guidelines.

Ms. Ramirez will complete an 8 week fellowship (4 in retail and 4 in cultivation at NETA's facilities) during which she will be paid a living wage of \$18/hour by NETA, with transportation and childcare costs reimbursed by CultivatED. During this time, she will receive in-house mentorship, become fluent in cannabis vocabulary and develop skill sets crucial to success in the regulated cannabis industry. She will be paired with two entry-level NETA associates who will assist with answering questions and shadowing for day-to-day operations. She will also have two executive level mentors who will meet with her on a monthly basis to answer questions and provide insight into organization and career paths for fellows.

Ongoing program membership requires a commitment of \$10,000 annually to the CultivatED program, as well as program participation, including but not limited to, paid externship hours and benefits for the selected program fellows, as well as other requirements as determined by the Board of Overseers.

NETA will continue to actively engage with the CultivatED program for the remainder of 2020 and beyond by providing hands-on education and experience for fellows, resources and information to continually improve the program, as well as ongoing financial support to promote CultivatED's future goals:

Following proof of concept, grow to become a fully accredited associates degree with statewide impact across the Commonwealth's community college campuses.

Create a sustainable pipeline of employees at all levels, advancing the state's diversity hiring targets.

Create a meaningful industry partnership to empower those in the Commonwealth who have been disproportionately harmed by the War on Drugs.

Progress or Success Goal 3

Description of Progress or Success: NETA's third stated goal of its Positive Impact plan is to provide guidance, information and tours for individuals and groups who fall under the Commission's social equity mandate.

On January 6, 2020 NETA partnered with The Cannabis Community Care and Research Network (C3RN) to hold the first-ever in-dispensary skills training for social equity program participants at NETA Brookline. The goal of the training tour was to equip trainees with the understanding of the roles of retail agents, security, inventory, supporting staff and leadership, and how all disciplines must come together to operate compliantly in Massachusetts.

C3RN disbanded in 2020 due to COVID-19, and cancelled their contract as a social equity vendor in June. NETA temporarily discontinued tours of its facilities in March 2020 in response to the COVID-19 pandemic due to the need to maintain strict social distancing and sanitizing protocols and will resume on-site education and outreach when Massachusetts progresses into Phase 4 of Governor Baker's reopening plan.

In an effort to expand access to information and knowledge to those disproportionately impacted by the drug war, Parallel's Senior Director of Corporate Social Responsibility (formerly NETA's Director of Diversity Programs, now leading Corporate Social Responsibility at NETA's parent company Parallel), Kim Napoli, also participates regularly in forums, panels and events that aim to provide guidance, expertise and nuanced information about the cannabis industry and licensing process with a focus on social equity, diversity and inclusion. These events provide useful and practical opportunities for individuals and groups to bolster their chances of success in the cannabis industry. Pre-COVID, our Senior Director of Corporate Social Responsibility participated in equity-centric events including but not limited to:

NETA sponsorship of the State House News Service's Marijuana Policy Forum featuring Ms. Napoli as a panelist (June, 2019)

Ms. Napoli served as a panelist on behalf of NETA at the Social Law Library's event "Seeing Green: Massachusetts' Experience With Regulated Marijuana, Two Years In". The event was moderated by Cannabis Control Commissioner Britte McBride. Ms. Napoli provided an educational presentation on social equity programs and requirements for operators in Massachusetts. (October 2019)

Minority Cannabis Business Association Policy Summit – (July 1 -8, 2020) The Policy Summit provides critical input for the drafting of MCBA's model legislation, setting the standard for social equity in the cannabis industry. This year's Policy Summit was focused on revisiting and improving MCBA's groundbreaking Model State Legalization Bill (initially released in 2017) by bringing together a small, handpicked group of experts and stakeholders to brainstorm updated policy recommendations. This past July, Parallel's Sr. Dir. Corporate Social Responsibility, Kim Napoli, and VP Deputy General Counsel, Lauren Linder, participated as subject matter experts on topics like Employment Practices, Interstate Commerce, and more. Kim and Lauren provided insight and assisted in developing policy language to draft a powerful bill in furtherance of social equity in the cannabis industry.

In her capacity as Chair of the Market Participation Subcommittee of the Cannabis Advisory Board, Ms. Napoli advocated for the expansion of Adult Use delivery regulations to include wholesale purchasing and warehousing as well as the extension of the exclusivity period for Social Equity and Economic Empowerment Applicants from 24 to 36 months

NETA provided the business case for expansion to wholesale purchasing and warehousing that served as the foundation for Ms. Napoli's advocacy.

Of note: While this report focuses on the submitted 2019 plan, NETA is submitting an updated 2020 plan that includes specific, measurable goals. A copy of this plan is included here.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: NETA's first stated goal of its Diversity Plan is to continue to increase the representation of women and minorities at NETA. Progress toward this goal is accomplished through targeted recruiting efforts, leadership development training, and prioritizing internal promotions within the organization. NETA strives to bring in diverse applicants through its recruitment process, and with a focus on professional development internally, many of these hired candidates are provided opportunities to advance within the organization.

NETA tracks the diversity demographics of its workforce through its EEO-1 annual filing. NETA's reporting (attached) has demonstrated steady

and significant year over year improvements in the diversity of its workforce through 2019 as a result of its targeted recruitment efforts. Unfortunately, as a result of COVID-19, NETA went through a reduction of its workforce and has lost some ground towards this progress in 2020. As NETA and the world rebound from the economic challenges caused by COVID-19, we will use hiring opportunities to refocus on and further emphasize progress towards a more diverse workforce.

With the exception of white employees, NETA is more diverse (23.8%) than the pending and approved agent registrations on file at the CCC (15.8%) as of their 8/6/2020 meeting (which is the most recent data set available).

NETA employs nearly twice as many black employees than the pending and approved agent registration count at the CCC (As of 8/6/2020).

NETA has seen a decrease in representation among black employees by just over 1%.

NETA has increased male representation by just over 3%.

NETA employs more males (percentage wise) than the pending and approved agent registration count at the CCC (As of 8/6/2020).

Prior to COVID-19, NETA's diversity strategy was driving increases in the total number of diverse employees from 2017 - 2019, and significant reductions in the overall representation by percentage of male employees. In 2020, NETA has not increased representation of women and minorities overall due to the reduction in force (RIF) undertaken in response to a revenue reduction of 90% during the 2+ month closure of Adult Use sales during COVID-19. An employee's length of tenure was one of many factors considered by NETA in determining how to reduce its workforce, and had the unfortunate impact of reversing some of the progress recently made through targeted recruiting efforts to bolster diversity.

The diversity gains shown by NETA pre-COVID demonstrate that the prior strategy was effective. NETA intends to continue its focus on diversity in the hiring process at all levels, and to execute on its goals of increasing the representation of women and minorities when economic conditions allow hiring to resume.

Diversity Progress or Success 2

Description of Progress or Success: NETA's second stated goal of its Diversity Plan is to better understand the available pool of diverse talent for NETA open positions and internal advancement opportunities. To this end, NETA commissioned Ogletree, Deakins, Nash, Smoak & Stewart, P.C. to perform an Availability Analysis, which was completed after 2019's progress report. The Availability Analysis has allowed NETA to better understand the availability of qualified diverse candidates and where NETA can target its recruitment efforts to continue its goals of maintaining a diverse and vibrant workforce.

As such, NETA is submitting an updated plan with 2020 goals based on this analysis, including:

Increase the representation of female employees at NETA in the laborers and helpers job group by at least 1%

Increase the representation of minority employees at NETA in the laborer and helpers job group by at least 1%

Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities

NETA has not increased the representation of female or minority employees in the helpers and laborers job group to date in 2020. At the time of the analysis in 2019, NETA's workforce was composed of approximately 700 individuals. Targets were set based on an assumption of continued growth of the company and requisite increases in hiring to support that growth. Today, NETA's workforce has been significantly reduced due to COVID-19 and stands at approximately 575 employees, representing a reduction of ~18%. As mentioned in the reporting of Goal 1 above, length of tenure was a factor in NETA's RIF, which had an impact of reversing some of the progress recently made through targeting recruiting efforts to bolster diversity.

NETA has made progress towards point 3 by engaging Perkins Access for a comprehensive accessibility audit of NETA's Reserve Ahead platform, which includes product information, online ordering functionality, and the checkout process and will ensure access to NETA for people and employees with disabilities. The project will ensure compliance with Web Content Accessibility Guidelines (WCAG), the standard in web accessibility.

The Perkins Accessibility Audit is conducted using the following inspection methods:

A visual review of the graphical user interface to identify potential barriers for low vision, visually impaired users, and users with various cognitive disabilities.

Keyboard testing to identify potential barriers for users who cannot use a mouse, such as users who are blind or have motor impairments.

Automated accessibility testing and manual verification to capture issues that are detectable through code scanning tools.

Assistive technology testing using a common desktop-based screen reader and browser combination (e.g. JAWS/Chrome).

Code inspection to determine the root cause of accessibility issues in order to identify customized solutions based on implementation of HTML, CSS, and JavaScript.

Interaction with various functions and dynamic content, such as interaction with forms, controls, dialog boxes, and other web page components. Confirmations for input, error messages, and other feedback from user interaction is also included.

Upon completion of the audit, NETA will undertake Perkins' recommendations for remediation and retesting and post a commitment statement on its website to let customers and employees know about its work with Perkins and commitment to accessibility for all. The project is slated to kick off in September 2020 and will be completed by the end of 2020 barring any unforeseen circumstances or delays.

Diversity Progress or Success 3

Description of Progress or Success: NETA's third stated goal of its Diversity Plan is to create a work environment that leverages diversity and inclusion in the achievement of business results. Toward this goal, NETA has engaged in robust workplace training initiatives to educate employees and provide them with actionable tools to actively combat unconscious bias and harassment, as well as contributing to an equitable workplace where all are respected and valued.

Diversity Training

NETA commissioned Ogletree, Deakins, Nash, Smoak & Stewart, P.C. to design and deliver diversity training to NETA's supervisors and management teams. This training includes topics such as Unconscious Bias, Generational Differences, Cultural Communication, Inclusion, Micro-messaging/Microinequities, Bridging Communication Barriers and Harassment. Diversity trainings at NETA are not only helping our employees to understand the importance of diversity, but also to educate employees on what diversity and inclusive thinking means in their day-to-day interactions with co-workers, patients, customers and others. NETA's HR and training teams will continue to deliver diversity training on an ongoing basis to foster a diverse and inclusive work environment that supports NETA's overall success as an organization.

Diversity Awareness Training was administered to all hiring managers, Directors, Managers, Supervisors/Retail Team Leads, and Coordinators on the following dates and NETA locations in 2019. The training will be administered again in the fall of 2020 in a new remote format.

Franklin

10/24

11/08

11/20

Brookline

11/05

11/18

11/19

Northampton

10/28

10/29

Internal Hiring/Unconscious Bias

As a complement to NETA's Diversity Awareness Training, a specific Internal Hiring/Unconscious Bias training provided information and instruction on legal, fair, and ethical hiring practices with a focus on eliminating unconscious bias during the hiring process. The training was administered to all Hiring Managers, Directors, Managers, Supervisors/Retail Team Leads and coordinators on the following dates in 2019:

12/02

12/05

12/04

12/04 - second session

12/11

LGBTQ+ Inclusive Space

In February 2020, NETA held a pilot training "Tools for LGBTQ+ Inclusive Space" administered by Planned Parenthood League of Massachusetts,

which educated managers, supervisors/team leads and HR Business Partners on the differences between Gender Identity, Gender Expression, Sexual Orientation, and Sex Assigned at Birth, as well as interpersonal tools for communicating and interacting respectfully with LGBTQ+ colleagues, customers, and patients. Employee feedback was overwhelmingly positive, leading NETA to roll out the training to a broader audience on the following schedule in 2020:

2/18

9/2 - 9/3 (invoice pending)

10/7 -10/8 (invoice pending)

Interrupting Racism Pilot

In response to recent social movements to address racial injustice nationwide, NETA has taken a proactive approach to providing tools and resources to all levels of staff by piloting an additional training titled "Interrupting Racism: Policies, Practices, and Everyday Acts of Solidarity for Businesses and Nonprofits", and administered by Human in Common. The 2-day pilot trainings are being attended by three NETA Training employees to evaluate the effectiveness of remote delivery and course content. Pilot trainings have begun and will continue on the following schedule in 2020:

8/5 - 8/6

9/15 - 9/16

9/30 - 10/1 (invoice pending)

To promote and support diversity and inclusivity in its operations, NETA ensures that its communications materials, including website (www.netacare.org), handbooks, and other materials are culturally sensitive and highlight and promote diversity within NETA's workforce, as well as its patient and customer base and the communities NETA serves.

Externally, NETA supports the inclusion and development of skills for differently abled adults through a partnership with the MUSE Foundation, a local Brookline 501c3. MUSE stands for Music, Unity, and Social Expansion and focuses on creating community-based support systems and relationships through music. Through its partnership with NETA, MUSE has been able to expand its needs-based scholarship students and have a bigger impact in the community. NETA will provide a donation of \$5,000 to MUSE's scholarship fund by the end of 2020.

Of Note: While this report focuses on the submitted 2019 Diversity plan, NETA has submitted an updated 2020 plan that includes specific, measurable goals. A copy of this plan has been uploaded to the operating policies and procedures section of this application.

While the initiatives reported in this document are those of NETA's plans, NETA's parent company Parallel has many equity and diversity initiatives for the broader organization in the pipeline. One such initiative is the recent establishment of Employee Resource Groups.

Employee Resource Groups (ERGs) are voluntary, employee-led groups that foster progress for a diverse, inclusive workplace aligned with Parallel's vision, mission and values. Ultimately, ERGs exist not only to benefit their own group members; but also to strategically enhance and strengthen Parallel's culture as a whole. The catalyst behind the establishment of ERGs is a common interest and desire to create a positive workplace culture where associates of diverse backgrounds, lifestyles, and experiences are respected, treated fairly and given the opportunity to succeed at Parallel. In doing so, Parallel hopes to:

Build and support community among those who share similar backgrounds, experiences or interests
Drive specific initiatives that support and build company culture and diversity outcomes

Raise awareness of issues facing people of a specific demographic

Retain, engage and empower our associates
Positively amplify the Parallel brand

While ERGs focus on initiatives for a specific demographic, ERGs are inclusive and open to all employees of various demographics and backgrounds. We will lead with the Black Empowerment Network and the Pride LGBTQ+ group. These programs have an anticipated launch date of September 3rd at which time specifics on how to join and events will also be shared with Parallel employees, including NETA staff.

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 10:00 PM

Tuesday From: 8:00 AM Tuesday To: 10:00 PM

Date generated: 12/03/2020

Page: 17 of 18

Wednesday From: 8:00 AM Wednesday To: 10:00 PM

Thursday From: 8:00 AM Thursday To: 10:00 PM

Friday From: 8:00 AM Friday To: 10:00 PM

Saturday From: 8:00 AM Saturday To: 10:00 PM

Sunday From: 8:00 AM Sunday To: 10:00 PM

Host Community Agreement Certification Form

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


Applicant

I, Leslie Laurie, (*insert name*) certify as an authorized representative of New England Treatment Access, LLC. (*insert name of applicant*) that the applicant has executed a host community agreement with Northampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 29, 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, DAVID J. NARKEWICZ, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Northampton (*insert name of host community*) to certify that the applicant and Northampton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 29, 2018 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community



NEW ENGLAND TREATMENT ACCESS, LLC.

Local Compliance

NETA currently operates two RMDs with Final Certificates of Registration that are open and dispensing to registered patients. As such, NETA is in full compliance with all local laws, including all zoning, codes, ordinances and bylaws. NETA's dispensaries are located in Northampton and Brookline. NETA's cultivation and processing facility is located in Franklin.

NETA intends to open to the adult use market on July 1, 2018, co-locating adult use operations at the same locations as its RMDs and production facility. NETA is proud of its track record of local compliance and the positive relationships that it has built with the communities that it serves. As NETA prepares for adult use operations at its existing locations, the organization has adopted new measures to ensure continued local compliance.

Zoning Compliance – Existing RMD

General Law c. 94G§3(a)(1) establishes that municipal “zoning ordinances or by-laws shall not prohibit placing a marijuana establishment which cultivates, manufactures or sells marijuana or marijuana products in any area in which a medical marijuana treatment center is registered to engage in the same type of activity.”

Understanding this “grandfathering” for existing RMD sites, all three municipalities in which NETA currently operates and for which NETA will apply for its adult use licenses have either amended or are in the process of amending zoning by-laws, which will explicitly allow NETA's proposed adult use operations to be co-located with its existing medical marijuana operations, in conformance with G. L. c. 94G§3(a)(1). NETA has been an active participant in zoning discussions in all three of its host communities.

Engagement with local officials & municipal departments

In order to maintain continued compliance with all local codes, ordinances and bylaws applicable to NETA's operation as a marijuana establishment, NETA relies on its established relationships with local officials and will continue to maintain regular communication and consultation with municipal departments regarding relevant matters or operational changes. Examples for communication with local officials include, but are not limited to:

- Police
 - Security plans
 - Incident reporting
- Fire
 - Fire protection plans & fire safety systems
- Building
 - Construction plans
 - ADA compliance
- Planning
 - Signage and building facades





NEW ENGLAND TREATMENT ACCESS, LLC.

- Public works
 - Wastewater management
 - Waste disposal
 - Recycling
- Public Health
 - Scale certifications/inspections
 - Public education

Brookline - Local regulations & licensing

As it had done with medical marijuana, the Town of Brookline is expected to enact regulations to provide local oversight of marijuana establishments in its jurisdiction and establish a local licensing paradigm that will require NETA to apply for licensing by its Select Board and be re-licensed annually at the local level. Local licensing is not a requirement of NETA's other host communities.

NETA currently maintains a valid license from the Town of Brookline to operate as a medical marijuana dispensary pursuant to Article 8.34 of the Town's bylaws, which govern RMD operations. In order to maintain compliance with Brookline's local regulations and conditions placed on its local license, NETA has developed a Brookline-specific compliance program that utilizes a series of tools, such as calendars, checklists and logs, that track important compliance and reporting deadlines and requirements and establishes clear steps for timely completion of local compliance related tasks. NETA must submit certain individuals to local background checks, which it has done and will continue to update.

Once the local adult use licensing and operational bylaws have been finalized, NETA will comply with all requirements necessary to be licensed by the Town as an adult use operator. The process for maintaining licensure under the Town's anticipated adult use licensing scheme currently is proposed to be modeled on the existing medical marijuana Town licensing process to which NETA is currently subject.



Community Outreach Meeting Attestation Form

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

I, Amanda Rositano, (*insert name*) attest as an authorized representative of New England Treatment Access, LLC. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 21, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Tuesday, March 13, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on March 12, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on March 12, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

NOTICE OF COMMUNITY OUTREACH HEARING

NEW ENGLAND TREATMENT ACCESS, INC.

118 CONZ STREET, NORTHAMPTON, MASSACHUSETTS

In accordance with 935 CMR 500.101(2)(b)(5), New England Treatment Access, Inc. will hold a Community Outreach Hearing on **March 21, 2018 at 5:00pm at the Northampton Senior Center, 67 Conz Street, Northampton, Massachusetts 01060**. New England Treatment Access, Inc. intends to apply for the following Adult-use Marijuana Establishment license: Marijuana Storefront Retailer at 118 Conz Street, Northampton, Massachusetts pursuant to G. L. c. 94G, Chapter 55 of the Acts of 2017, and 935 CMR 500.000, *et. seq.*

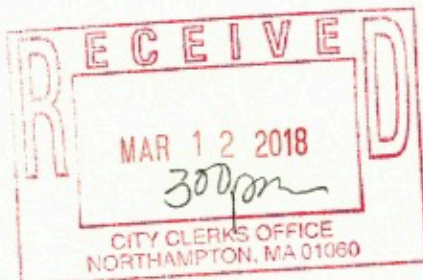
Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors; and
4. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Interested residents may hear about the proposal and ask questions at the Community Outreach Hearing.

A copy of this notice is on file with the City Clerk, at the Mayor's office, and the Planning Board office, all located at 210 Main Street, Northampton, Massachusetts, 01060, and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

New England Treatment Access, Inc.



Leslie Laurie, MS
Director of Patient Services /
Regional Director for Western MA

NOTICE OF COMMUNITY OUTREACH HEARING

NEW ENGLAND TREATMENT ACCESS, INC.

118 CONZ STREET, NORTHAMPTON, MASSACHUSETTS

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Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors; and
4. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Interested residents may hear about the proposal and ask questions at the Community Outreach Hearing.

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NORTHAMPTON, MA 01060

OFFICIAL USE

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee, or copy date)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.50
Total Postage and Fees	\$6.70

Postmark: **MAR 12 2018**

03/12/2018

City, State, ZIP+4®
 Northampton MA 01060

PS Form 3800, April 2015 PSN 7500-02-000-9047 See Reverse for Instructions

New England Treatment Access, Inc.

Leslie Laurie

Director of Patient Services



NEW ENGLAND TREATMENT ACCESS, LLC.

New England Treatment Access, LLC
5 Forge Parkway
Franklin, MA 02038

August 20, 2020

City of Northampton
210 Main Street
Northampton, MA 01060

To Whom It May Concern,

As a condition of NETA's Adult Use license renewal, I am writing to request records of any cost to the City reasonably related to the operation of NETA's collocated Marijuana Establishment located at 118 Conz St. The renewal form asks:

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

The host community costs can include actual and anticipated costs associated with the operation of the establishment. Additionally, please include the host community's response, or if no response was provided, a letter from the licensee attesting that they did not receive a response.

Please try to have your response back to us at your earliest convenience, as we anticipate submitting our renewal application no later than September 1, 2020.

Feel free to reach out with any questions.

Sincerely,

Michael Connolly
Senior Manager, Regulatory Services
(978) 875-0726
mconnolly@liveparallel.com





NEW ENGLAND TREATMENT ACCESS, LLC.

As of September 3, 2020, New England Treatment Access, LLC has not received a response from the Municipality regarding this request.





NEW ENGLAND TREATMENT ACCESS, LLC.

Communities of Disproportionate Impact

NETA is committed to positively impacting communities in the Commonwealth of Massachusetts that have been disproportionately affected by high rates of arrest, conviction, and incarceration related to the war on drugs. Historic Roxbury, Massachusetts, “the heart of Black culture in Boston,” is one of those areas of disproportionate impact. Based primarily on arrest rates, the Commission has designated Roxbury as an “area of disproportionate impact.”¹ Other statistics tell a similarly unfortunate story. In a metro area where white households have a median net worth of roughly one quarter of a million dollars, black households have a median net worth of only \$8.²

This massive difference in net worth is underscored by the disparity in life expectancy between neighborhoods such as Back Bay, where residents typically experience longer lives as compared to Roxbury, where life expectancy is much shorter. NETA is committed to doing its part to address these devastating symptoms of disproportionate impact and to provide economic empowerment through education, skill development, and by providing career opportunities for those who need it most.

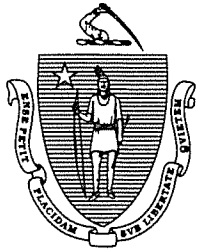
In partnership with Roxbury Community College (“RCC”), NETA has developed an internship program whereby students matriculating in a business program at RCC may apply for and receive compensated, for-credit internships in NETA’s cultivation and retail locations. Training for those enrolled in this program will be focused on, but not limited to: Human Resources, Cultivation, General Business, and Dispensary Operations. These internships are designed to give immersive educational and practical experiences in a thriving, vertically integrated Massachusetts marijuana establishment. In keeping with RCC’s mission to offer greater Boston area residents an “optimum opportunity for access to a college education consistent with their interests and aptitudes and to reduce to a minimum economic, social, psychological and academic barriers to educational opportunity,” NETA’s aim is to provide a unique opportunity for entrance and advancement in the cannabis industry. Furthermore, the skills that interns learn at NETA will be portable to other industries and fields.

NETA’s partnership with RCC also includes the intent to utilize RCC as a recruitment resource in an effort to reach qualified community-member employment candidates who are not matriculating in the College’s business course of learning. In addition to the partnership with RCC, NETA will also continue to recruit and hire employees from areas of disproportionate impact.

¹ "Guidance for Identifying Areas of Disproportionate Impact" *Cannabis Control Commission*. (<https://mass-cannabis-control.com/wp-content/uploads/2018/04/FINAL-DRAFT-Areas-of-Disproportionate-Impact-1.pdf>). April 18, 2018.

² Federal Reserve Bank of Boston. *The Color of Wealth in Boston*. (<https://www.bostonfed.org/publications/one-time-pubs/color-of-wealth.aspx>). March 26, 2018.





William Francis Galvin
Secretary of the
Commonwealth

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

March 29, 2018

TO WHOM IT MAY CONCERN:

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

NEW ENGLAND TREATMENT ACCESS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 19, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **LEE PROSENJAK, ARNON VERED, CRAIG D. SHUFFAIN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LEE PROSENJAK, ARNON VERED, CRAIG D. SHUFFAIN, KEVIN O'BRIEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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

D
PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity (General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FORM MUST BE TYPED

- (1) Exact name of corporation prior to conversion: New England Treatment Access, Inc.
- (2) Registered office address: 5 Forge Parkway, Franklin, MA 02038
(number, street, city or town, state, zip code)
- (3) New name after conversion, which shall satisfy the organic law of the surviving entity:
New England Treatment Access, LLC
- (4) New type of entity: Limited liability company
- (5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.
- (6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.
- (7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: _____

Kevin O'Sullivan

(signature of authorized individual)

(Please check appropriate box)

- ☐ Chairman of the board of directors,
☒ President,
☐ Other officer,
☐ Court-appointed fiduciary,

on this 19th day of March, 2018

D**The Commonwealth of Massachusetts**

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company**Certificate of Organization**

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

New England Treatment Access, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

5 Forge Parkway, Franklin, MA 02038

- (3) The general character of the business:

Engaging in any lawful business in the Commonwealth of Massachusetts, which shall initially consist of holding two registered marijuana dispensary final certificates of registration in good standing with the Department of Public Health of the Commonwealth of Massachusetts.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Kevin O'Brien

5 Forge Parkway, Franklin, MA 02038

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Lee Prosenjak

800 BONNIE BRAE BLVD., DENVER, CO 80209,
USA

Amon Vered

51 LAFAYETTE ST., SALEM, MA 01970 USA

Craig D. Shuffain

5799 VINTAGE OAKS CIRCLE, DELRAY
BEACH, FL 33484 USA

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

Kevin O'Brien

ADDRESS

5 Forge Parkway, Franklin, MA 02038

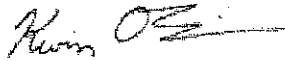
- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Kevin O'Brien

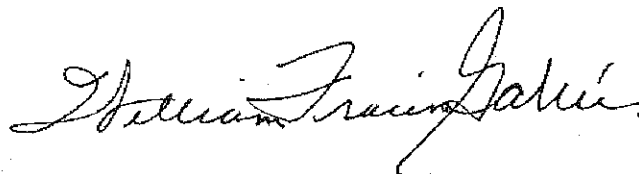
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

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:

March 19, 2018 02:11 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KEVIN O'BRIEN
NEW ENGLAND TREATMENT ACCESS, LLC
5 FORGE PKWY
FRANKLIN MA 02038-3135

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Bylaws

NETA is a limited liability company ("LLC"). Therefore, NETA is not required to have drafted, nor has it adopted bylaws.

Instead, NETA has executed an LLC Operating Agreement, which is the foundational document for the applying entity. As we believe that it is the intent of the CCC for applicants to submit those documents which govern the operation of their corporate entity, please find the attached referenced Operating Agreement. Please note that this document has been redacted to remove proprietary information typically not found in corporate Bylaws, Articles of Organization, or other reports or documents submitted to the Secretary of the Commonwealth.



**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NEW ENGLAND TREATMENT ACCESS, LLC**

A Massachusetts Limited Liability Company

THE MEMBERSHIP INTERESTS (REPRESENTED BY UNITS) CREATED PURSUANT TO THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
1.1 Certain Definitions.....	2
1.2 Construction	12
ARTICLE II NAME, OFFICE AND ORGANIZATION OF THE COMPANY	13
2.1 Continuation.....	13
2.2 Name	13
2.3 Registered Agent.....	13
2.4 Principal Place of Business.....	13
2.5 Purpose and Powers	13
2.6 Term	13
2.7 Qualification in Other Jurisdictions	14
2.8 No State Law Partnership	14
2.9 This Agreement.....	14
ARTICLE III CAPITALIZATION.....	14
3.1 Recapitalization; Schedule of Members	14
3.2 Membership Interests; Units	14
3.3 Profits Interest.....	15
3.4 No Required Additional Capital Contributions; Loans; Authorization of Additional Units.....	16
3.5 Certificates	17
3.6 Registration of Units.....	19
3.7 Capital Accounts.....	19
ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS.....	20
4.1 Distributions.....	20
4.2 Tax Distributions	20
4.3 Distributions Upon Liquidation or Sale of the Company	23
4.4 Restrictions On Distributions.....	23
4.5 Withholding	23
4.6 Allocations Generally	24
4.7 Special Allocations	24
4.8 Tax Allocations.....	26
4.9 Other Tax Matters.....	26
ARTICLE V MANAGEMENT OF THE COMPANY	26
5.1 Responsibilities and Authority for Management of the Company	26

5.2	Composition of the Board of Managers.....	27
5.3	Term.....	27
5.4	Removal of Managers.....	27
5.5	Resignation.....	27
5.6	Vacancies.....	28
5.7	Quorum.....	28
5.8	Regular Meetings.....	28
5.9	Special Meetings.....	28
5.10	Notice; Waiver of Notice.....	28
5.11	Meetings by Telecommunications.....	29
5.12	Compensation.....	29
5.13	Action by Consent of the Managers.....	29
5.14	Duties of Managers.....	29
5.15	Individual Authority.....	30
ARTICLE VI OFFICERS.....		30
6.1	Designation, Appointment, Duties and Authority.....	30
6.2	Term of Office.....	31
6.3	Removal.....	31
6.4	Vacancies.....	31
6.5	Compensation.....	31
ARTICLE VII VOTING RIGHTS; MEETINGS; LIMITED LIABILITY OF MEMBERS; AND INFORMATION AND INSPECTION RIGHTS.....		31
7.1	Voting Rights.....	31
7.2	Meetings.....	31
7.3	Place of Meetings.....	31
7.4	Notice of Meeting.....	31
7.5	Quorum.....	32
7.6	Action at a Meeting.....	32
7.7	Action by Consent.....	32
7.8	Waiver of Notice.....	32
7.9	Proxy Voting.....	32
7.10	Participation in Meetings by Telecommunications.....	33
7.11	Limited Liability of Members; Duties.....	33
7.12	Information and Inspection Rights.....	33
7.13	No Withdrawal.....	35
7.14	35
7.15	No Agency or Authority.....	35
7.16	Confidentiality.....	35
ARTICLE VIII POWERS OF MEMBERS, MANAGERS AND OFFICERS TO CONTRACT WITH THE COMPANY.....		37

8.1	Affiliated Transactions.....	37
ARTICLE IX LIMITATION ON LIABILITY		37
9.1	Managers.....	37
ARTICLE X ADMINISTRATIVE MATTERS		37
10.1	Books of Account	37
10.2	Partnership Representative.....	38
10.3	Tax Matters Handled by the Company	38
10.4	Fiscal Year	39
ARTICLE XI [REDACTED]		
ARTICLE XII [REDACTED]		
ARTICLE XIII DISSOLUTION		50
13.1	Events of Dissolution.....	50
13.2	Liquidation.....	50
13.3	Sale of the Company.....	51
ARTICLE XIV MISCELLANEOUS		51
14.1	Amendment.....	51
14.2	Waiver.....	52

14.3	Notices	52
14.4	Binding Agreement.....	52
14.5	Governing Law	52
14.6	Arbitration.....	52
14.7	Severability	53
14.8	Counterparts; Signatures.....	53
14.9	Entire Agreement.....	53
14.10	Headings	53

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NEW ENGLAND TREATMENT ACCESS, LLC
A Massachusetts Limited Liability Company

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of New England Treatment Access, LLC, a Massachusetts limited liability company (the "Company"), is made effective as of March 19, 2018 (the "Restatement Effective Date"), by and among the Company, the Persons who have executed this Agreement as Members on the date hereof, any other Person made a party hereto after the date hereof in the manner hereinafter provided and, for purposes of Sections [REDACTED] and [REDACTED] only, Aegis USA LLC, a Delaware limited liability company and the sole member of Aegis MA (as defined below) ("Aegis USA").

WHEREAS, New England Treatment Access, Inc., a Massachusetts non-profit corporation ("NETA"), was originally formed for the purpose of holding two registered marijuana dispensary ("RMD") final certificates of registration in good standing with the Department of Public Health of the Commonwealth of Massachusetts (the "Final Certificates of Registration"), pursuant to which it provided a safe and lawful system of access to medical marijuana and related products for the benefit of registered qualifying patients in connection with the acquisition, cultivation, possession, processing, transfer, transport, sale, distribution, dispensing and administration at each RMD and related facilities developed by NETA;

WHEREAS, on February 12, 2018, CBPB Holdings, Inc. ("CBPB Holdings") was incorporated as a Delaware corporation;

WHEREAS, on March 19, 2018, NETA and its sole and initial member, Howard J. Kessler (the "Original Member"), entered into an Agreement and Plan of Entity Conversion, pursuant to which: (i) NETA was converted from a Massachusetts non-profit corporation into a Massachusetts business corporation (the "Corporate Conversion"), which resulting corporation was named New England Treatment Access, Inc. ("NETA Inc."), (ii) the membership interests of NETA held by the Original Member were converted into one (1) share of Common Stock, par value \$0.00001 per share, of NETA Inc. and (iii) NETA Inc. retained the Final Certificates of Registration;

WHEREAS, on March 19, 2018, following the effectiveness of the Corporate Conversion, CBPB Holdings and the Original Member entered into a Contribution Agreement, pursuant to which the Original Member contributed to CBPB Holdings one (1) share of the Common Stock, par value \$0.00001 per share, of NETA Inc., which represented 100% of the then issued and outstanding stock of NETA Inc. in consideration of the issuance by CBPB

Holdings of one (1) share of CBPB Holdings Common Stock, which represented 100% of the then issued and outstanding stock of CBPB Holdings (the “Equity Contribution”);

WHEREAS, on March 19, 2018, following the effectiveness of the Equity Contribution, NETA Inc. and CBPB Holdings, as the sole shareholder of NETA Inc., entered into an Agreement and Plan of Entity Conversion, pursuant to which: (i) NETA Inc. was converted from a Massachusetts corporation into a Massachusetts limited liability company (the “LLC Conversion”), which resulting limited liability company was named New England Treatment Access, LLC, (ii) the one (1) outstanding share of Common Stock, par value \$0.00001 per share, of NETA Inc. held by CBPB Holdings was converted into one (1) Class A Unit of the Company and (iii) the Company retained the Final Certificates of Registration;

WHEREAS, concurrently with the LLC Conversion, CBPB Holdings executed and delivered the Limited Liability Company Agreement of the Company (the “Original Agreement”) and the Company continued as a limited liability company under the Act as set forth therein;

[REDACTED]

[REDACTED]

WHEREAS, the parties hereto desire to amend, restate and supersede the Original Agreement in its entirety, effective as of the Restatement Effective Date, in order to, among other things, admit additional Members and to define the rights and liabilities of the Members and the operation of the Company as provided in the Act, the Certificate of Organization and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Certain Definitions. As used in this Agreement:

(a) Act means the Massachusetts Limited Liability Company Act, as amended and in effect from time to time, and any successor of the Act.

(b) [REDACTED]
[REDACTED]

(c) Aegis MA means Aegis MA LLC, a Delaware limited liability company.

(d) [REDACTED]
[REDACTED]

(e) Aegis USA shall have the meaning ascribed to such term in the preamble.

(f) Affiliate means, with respect to a Person, (i) any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with another Person, (ii) any executive officer, director, manager or general partner of another Person, or (iii) if the Person referred to is a natural person, a Family Member of such Person. For purposes of this definition, the term “controls” and the phrases “controlled by” and “under common control with” means possession (direct or indirect) of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(g) Affiliated Transaction shall have the meaning ascribed to such term in Section 8.1.

(h) Agreement shall have the meaning ascribed to such term in the preamble.

(i) [REDACTED]
[REDACTED]

(j) [REDACTED]
[REDACTED]

(k) Assumed Tax Rate means, for any taxable year, the highest marginal effective rate of federal, state and local income tax applicable to any particular Member or its equity owners, taking account of any differences in rates applicable to ordinary income and capital gains and any allowable deductions in respect of such state and local taxes and under Code Section 199A in computing a Member’s liability for income tax. For purposes of clarity, Assumed Tax Rate shall be determined separately for each Member.

(l) Board of Managers means the Board of Managers appointed pursuant to Section 5.2.

(m) Business Plan means the Business Plan adopted by the Board of Managers and approved by the requisite Members hereunder, as amended from time to time; provided, however, that such Business Plan shall make provision for marijuana for recreational use by

adults in accordance with applicable regulations in addition to the Company's existing medical marijuana business.

(n) Capital Account shall have the meaning ascribed to such term in Section 3.7(a).

(o) Capital Contribution means, with respect to any Member, the aggregate amount of money and the Fair Market Value of any property (other than money) contributed (or deemed to be contributed) to the Company with respect to such Member's Membership Interest, as reflected on Schedule A.

(p) Catch-Up Payment means, with respect to any Class B Unit, an amount equal to the Class A Contribution Amount divided by the number of Class A Units outstanding as of the Restatement Effective Date.

(q) CBPB Holdings shall have the meaning ascribed to such term in the recitals.

(r) CBPB Holdings Common Stock means all the issued and outstanding common stock of CBPB Holdings.

(s) Certificate of Organization means the Certificate of Organization of the Company filed with the Secretary of the Commonwealth of Massachusetts on or before March 19, 2018.

(t) Class A Contribution Amount means the aggregate of all Capital Contributions by Members in respect of the Class A Units, as reflected on Schedule A.

(u) Class A Manager shall have the meaning ascribed to such term in Section 5.2.

(v)



(w) Class A Unit means a unit of Membership Interest having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Class A Units" in this Agreement.

(x) Class B Manager shall have the meaning ascribed to such term in Section 5.2.

(y) Class B Unit means a profits interest in the Company having the preference, duties, liabilities, obligations and rights specified with respect to "Class B Units" in this Agreement.

(z) Code means the Internal Revenue Code of 1986 and any successor statute, each as amended and in effect from time to time.

(aa) Company means New England Treatment Access, LLC, a Massachusetts limited liability company.

(bb) Company Confidential Information means all documents and information concerning the Company, whether written or oral (including, without limitation, this Agreement and its Exhibits, confidential and proprietary information with respect to customers, sales, marketing, production, costs, business operations and assets), of the Company.

(cc) Company Representative shall have the meaning ascribed to such term in Section 10.2.

(dd) [REDACTED]

(ee) Corporate Conversion shall have the meaning ascribed to such term in the recitals.

(ff) [REDACTED]

(gg) [REDACTED]

(hh) [REDACTED]

(ii) Dissolution Event shall have the meaning ascribed to such term in Section 13.1.

(jj) Distributable Assets means, with respect to any fiscal period (after accounting for all liabilities of NETA Inc., NETA or CBPB Holdings for periods prior to and including the date hereof, [REDACTED] all cash receipts (including from any operating, investing and financing activities) and (if distribution thereof is determined to be necessary or desirable by a majority of the Board of Managers) other assets of the Company from any and all sources, reduced by operating cash expenses, contributions of capital to subsidiaries of the Company and payments (if any) required to be made in connection with any loan to the Company and any reserve for contingencies or escrow required, in each case, as is set forth in the Business Plan or otherwise determined in good faith by the Board of Managers.

(kk) Economic Capital Account means, with respect to any Member, such Member's Capital Account balance as of the date of determination, after crediting to such Capital Account any amounts that the Member is deemed obligated to restore under Regulations §1.704-2.

(ll) [REDACTED]
[REDACTED]

(mm) Equity Contribution shall have the meaning ascribed to such term in the recitals.

(nn) Estimated Tax Period means a calendar period commencing on January 1 of each year, and ending on March 31, May 31, August 31 and December 31 of such year.

(oo) Excess Deficit Balance shall have the meaning ascribed to such term in Section 4.7(b).

(pp) Fair Market Value means, as to any property, the price at which a willing and able seller would sell and a willing and able buyer would buy such property having full knowledge of the facts, and assuming such party acts on an arm's length basis with the expectation of concluding the purchase and sale within a reasonable time, as reasonably determined by the Board of Managers.

(qq) Family Member means as applied to a Person who is an individual, such individual's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (whether natural or adopted) and each trust, limited partnership, limited liability company or other estate or tax planning vehicle or entity created for the exclusive benefit of the individual or one or more of such Persons.

(rr) Final Certificates of Registration shall have the meaning ascribed to such term in the recitals.

(ss) [REDACTED]
[REDACTED]

(tt) [REDACTED]
[REDACTED]

(uu) [REDACTED]

(vv) [REDACTED]
[REDACTED]

(ww) [REDACTED]
[REDACTED]

(xx) [REDACTED]

(yy) Funding Notes shall have the meaning ascribed to such term in Section 3.4(b).

(zz) Imputed Underpayment Amount shall have the meaning ascribed to such term in Section 4.5(b).

(aaa) [REDACTED]

(bbb) [REDACTED]

(ccc) Initial Class A Manager shall have the meaning ascribed to such term in Section 5.2.

(ddd) Initial Class B Manager shall have the meaning ascribed to such term in Section 5.2.

(eee) [REDACTED]

(fff) Liquidating Distribution shall have the meaning ascribed to such term in Section 13.2.

(ggg) Liquidation Value means the amount that would be distributed with respect to a Membership Interest if, as of the time for which such Liquidation Value is being determined, the Company sold all of its assets for their then Fair Market Value, paid all of its liabilities, and liquidated.

(hhh) LLC Conversion shall have the meaning ascribed to such term in the recitals.

(iii) [REDACTED]

(jjj) Major Action means each and all of the following:

(i) The approval of the Business Plan and any material amendments to the Business Plan and approving any change to the business purpose of the Company;

(ii) Adopting an annual budget for the Company (the "Budget");

(iii) Merging, reorganizing, liquidating or dissolving the Company other than as contemplated in Article XIII;

(iv) Any Sale of the Company;

(v) Selling additional Membership Interests in the Company, admitting a new Member into the Company, requiring the Members to advance additional capital contributions to the Company, any loans or other advances to be made to the Company by a Member, any increase in the amount of Membership Interests to be issued by the Company, or selling new classes of Membership Interests or debt securities to be issued by the Company, in each instance other than as contemplated in Article III of this Agreement or the Business Plan (in the form such Business Plan was approved as a Major Action);

(vi) Any redemption of any Membership Interests issued by the Company;

(vii) Acquiring, by the purchase of the capital stock, equity securities or assets, or otherwise, any other business, or entering into a joint venture, partnership or network affiliation with any other entity;

(viii) Hiring or terminating any employee for which the aggregate obligation of the Company (for compensation, bonus, severance and other related benefits) exceeds \$250,000 in a calendar year;

(ix) Making any consulting, advisory, compensatory or other payments to any Affiliate of the Company, including to any Member or its Affiliates, other than pursuant to and as required under this Agreement;

(x)

(xi) Making any investments or sales not in the ordinary course, or capital expenditures (per project) for the Company or its Affiliates of greater than \$250,000;

(xii) Incurring or guaranteeing any indebtedness, standby letter of credit or similar loan which, for such borrowing or series of borrowings, is greater than \$250,000 in the aggregate

(xiii) Entering into, executing and/or performing (A) any agreement or related agreements reasonably expected to create obligations for the Company of greater than \$1,000,000 in the aggregate

or (B) any agreement, transaction or other arrangement that would constitute an Affiliated Transaction;

(xiv) Amending or waiving any non-competition agreement or obligation of the Company;

(xv) Forming any subsidiaries of the Company;

(xvi) Any change in accounting firms or accounting or tax policy of the Company, including any tax elections or other actions addressed in Section 4.9 and Section 10.2;

(xvii) Any amendment to, or waiver by the Company of any provision of, this Agreement;

(xviii) Any other action that can be understood to be a conflict of interest; and

(xix) Entering into any agreement, contract, commitment or arrangement to take any of the actions set forth in (iii) through (xviii) above.

(kkk) Majority Vote means (i) as to the Members, the affirmative vote of a majority of the Units of the Members voting together as a single class or (ii) as to the Managers, the affirmative vote of a majority of the Managers.

(lll) Manager(s) means any Person designated or elected as a Manager pursuant to Section 5.2.

(mmm) [REDACTED]
[REDACTED]

(nnn) Members means those Persons listed on Schedule A hereto, as amended from time to time, and such other Persons as may from time to time be admitted to the Company as Members upon such terms and conditions as are provided in this Agreement and under the Act.

(ooo) Membership Interest means a Member's limited liability company interest in the Company which represents such Member's (a) Economic Capital Account; (b) right to receive distributions of the Company's assets; (c) right to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) right to any and all other benefits to which such Member may have in accordance with the provisions of this Agreement and the Act. The Membership Interests of the Members (expressed in terms of Units) are set forth on Schedule A attached hereto.

(ppp) NETA shall have the meaning ascribed to such term in the recitals.

(qqq) NETA Inc. shall have the meaning ascribed to such term in the recitals.

(rrr) [REDACTED]
[REDACTED]

(sss) Officer shall have the meaning ascribed to such term in Section 6.1(a).

(ttt) Original Agreement shall have the meaning ascribed to such term in the recitals.

(uuu) Original Member shall have the meaning ascribed to such term in the recitals.

(vvv) [REDACTED]

(www) Person means any natural person, corporation, company, government or political subdivision, agency, or instrumentality of a government, body corporate, association, partnership, limited partnership, limited liability company, firm, joint venture or trust. When two or more Persons act as a partnership, limited partnership, syndicate, or other group for the purpose of acquiring, holding, or disposing of securities of an issuer, such syndicate or group shall be deemed a Person for purposes of this definition.

(xxx) Pre-Issuance Common Value means a value equal to the total amount that would be distributed pursuant to Section 13.2(b) in respect of all issued and outstanding Units if the Company sold all of its assets for their Fair Market Value immediately after the issuance of the Class B Units, satisfied its liabilities (excluding any non-recourse liabilities to the extent the balance of such liabilities exceeds the Fair Market Value of the assets that secure them) and distributed the net proceeds to the Members in accordance with the terms set forth in this Agreement) as of the date such Class B Units are issued.

(yyy) [REDACTED]

(zzz) Prior Interest shall have the meaning ascribed to such term in Section 3.1.

(aaaa) [REDACTED]

(bbbb) [REDACTED]

(cccc) [REDACTED]

(dddd) [REDACTED]

(eeee) [REDACTED]

(ffff) [REDACTED]

(gggg) Reduction Items shall have the meaning ascribed to such term in Section 4.7(b).

(hhhh) Regulations means the Treasury Regulations promulgated under the Code, as from time to time in effect.

(iiii) Restatement Effective Date shall have the meaning ascribed to such term in the preamble.

(jjj) [REDACTED]

(kkkk) RMD shall have the meaning ascribed to such term in the recitals.

(lll) [REDACTED]

(mmmm) [REDACTED]

(nnnn) Sale of the Company means (a) any consolidation or merger of the Company with or into any other Person, any transfer of Membership Interests, or any other transaction or series of transactions, in each case as a result of which the Persons holding Membership Interests (directly or indirectly, including through CBPB Holdings) immediately prior to such consolidation or merger in the aggregate own, directly or indirectly, less than a majority of the voting power or value of the surviving entity immediately after such consolidation or merger; or (b) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company, taken as a whole [REDACTED]

(oooo) [REDACTED]

(pppp) [REDACTED]

(qqqq) [REDACTED]

(rrrr) Securities Act shall have the meaning ascribed to such term in Section 3.6.

(ssss) Target Balance means, with respect to any Member as of the close of any period for which allocations are made under Article IV, the amount such Member would receive (or be required to contribute) in a hypothetical liquidation of the Company as of the close of such period, assuming for purposes of any hypothetical liquidation (i) a sale of all of the assets of the Company at prices equal to their then book values (as maintained by the Company for purposes of, and as maintained pursuant to, the capital account maintenance provisions of §1.704-1(b)(2)(iv)), and (ii) the distribution of the net proceeds thereof to the Members pursuant to the provisions of Section 13.2(b) (after the payment of all actual Company indebtedness, and any other liabilities related to the Company's assets, limited, in the case of non-recourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities) and treating all

outstanding unvested Units as vested Units in compliance with the requirements of Section 4.01 of IRS Revenue Procedure 2001-43.

(tttt) Tax Distribution shall have the meaning ascribed to such term in Section 4.2(a).

(uuuu) Transfer means any sale, assignment or other transfer of securities (including without limitation, the Units); any sale, assignment or transfer of an economic interest and/or a voting interest in an entity that, directly or indirectly, holds any securities; any sale, assignment or a transfer of securities convertible into or exchangeable for or other options or rights to acquire securities; any direct or indirect, pledge, encumbrance, hypothecation, lien or similar interest, either voluntary, involuntary, by operation of law or otherwise, including, without limitation any contract, option or other arrangement with respect to the foregoing; or any other direct or indirect, voluntary or involuntary, sale, assignment or transfer of securities or any interest therein.

(vvvv) Units means collectively, the Class A Units and Class B Units and one or more other classes of Units issued by the Company representing Membership Interests in the Company.

(www) [REDACTED]

(xxxx) [REDACTED]

(yyyy) [REDACTED]

(zzzz) [REDACTED]

(aaaaa) Withholding Payment shall have the meaning ascribed to such term in Section 4.5(a).

1.2 Construction. In this Agreement, unless otherwise specified or where the context otherwise requires: (a) the headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement; (b) words importing any gender shall include other genders; (c) words importing the singular only shall include the plural and *vice versa*; (d) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation;" (e) the words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (f) references to "Articles," "Exhibits," "Sections" or "Schedules" shall be to Articles, Exhibits, Sections or Schedules of or to this Agreement; (g) references to any Person include the successors and permitted assigns of such Person; (h) wherever a conflict exists between this Agreement and any other agreement,

this Agreement shall control but solely to the extent of such conflict; (i) references to “\$” or “dollars” means the lawful currency of the United States of America; and (j) references to any agreement, contract or schedule, unless otherwise stated, are to such agreement, contract or schedule as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

ARTICLE II NAME, OFFICE AND ORGANIZATION OF THE COMPANY

2.1 Continuation. The parties hereto agree to continue the Company as a limited liability company under and pursuant to the provisions of the Act, and agree that the rights, duties and liabilities of the Members and the operation of the Company shall be as provided in the Act, the Certificate of Organization and this Agreement.

2.2 Name. The name of the Company is New England Treatment Access, LLC, and all Company business shall be conducted in that name or in such other names that comply with applicable law as the Board of Managers may select from time to time. The Board of Managers may change the name of the Company at any time and from time to time.

2.3 Registered Agent. The registered agent of the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Board of Managers may designate from time to time in the manner provided by law.

2.4 Principal Place of Business. The Company’s principal place of business, and the place where its books and records shall be kept, is 5 Forge Parkway, Franklin, Massachusetts 02038, or such other place as from time to time is determined by the Board of Managers. The records will be available for inspection and copying by the Members at such office during regular business hours to the extent required under the Act. The Company may have such other offices as the Board of Managers may designate from time to time.

2.5 Purpose and Powers. The purpose of the Company is to engage in and carry on the business set forth in the Business Plan pursuant to and in accordance with applicable state law. The Company also may have the power and authority to engage in or carry on any lawful business or activity for which a limited liability company may be organized under the Act related to the foregoing in any way, and shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of such business or activity.

2.6 Term. The term of the Company commenced on the date that the Certificate of Organization of the Company was filed in the office of the Secretary of the Commonwealth of

Massachusetts and shall continue until the Company is dissolved in accordance with the provisions of this Agreement or law.

2.7 Qualification in Other Jurisdictions. Any Manager or Officer of the Company may execute, deliver and file any certificate (including, without limitation, any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.8 No State Law Partnership. The Members intend that the Company (a) shall be taxed as a partnership for all applicable federal, state and local income tax purposes and (b) shall not be a partnership (including, without limitation, a limited partnership) or joint venture, for any other purpose and that no Member shall be a partner or joint venturer of any other Member, and the provisions of this Agreement shall not be construed otherwise.

2.9 This Agreement. The Members hereby execute this Agreement to conduct the affairs of the Company and the conduct of its business in accordance with the provisions of the Act. The Members hereby agree that during the term of the Company, the rights, powers and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Act provides that such rights, powers and obligations specified in the Act shall apply “unless otherwise provided in a limited liability company agreement” or words of similar effect and such rights, powers and obligations are set forth in this Agreement, the Act. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

ARTICLE III CAPITALIZATION

3.1 Recapitalization; Schedule of Members. Prior to the LLC Conversion, CBPB Holdings held 100% of the issued and outstanding capital stock of NETA Inc., and, upon the effectiveness of the LLC Conversion, CBPB Holdings held the entire authorized and outstanding equity interest in the Company (the “Prior Interest”). On the Restatement Effective Date, after the LLC Conversion, [REDACTED] the Company is recapitalizing its outstanding equity interests so that the Company shall have the authorized capitalization described in Section 3.2, with outstanding Units held as set forth on Schedule A, and the Prior Interest held by CBPB Holdings is hereby converted as set forth on Schedule A, without further action on the part of CBPB Holdings or the Company. As of the Restatement Effective Date, the names of the Members and the number of Units held by each, together with the initial Capital Contribution of such Member as of the Restatement Effective Date, are set forth on Schedule A hereto. Upon the admission of any new Member, termination of any existing Member, or any change in the number of Units held by any Member [REDACTED], the Board of Managers shall make appropriate amendments to Schedule A to reflect such addition, termination or change, but no action shall be required by any Member to effectuate such amendment to Schedule A.

3.2 Membership Interests; Units.

(a) Membership Interests and Units. Each Member shall hold a Membership Interest, which shall be represented by units of limited liability company interest (each a “Unit” and in the aggregate the “Units”), and the relative rights, powers and duties with respect to each Member’s respective Membership Interest and Units shall be determined under this Agreement and the Act based upon the number and the class of Units held by such Member with respect to his or its Membership Interest. The number and the class or subclass of Units held by each Member as of the Restatement Effective Date are set forth opposite each Member’s name on Schedule A. The Members shall have no right to vote on any matter, except as specifically set forth in this Agreement, or as may be required under the Act. Any such vote shall be at a meeting of the Members entitled to vote or in writing as provided herein.

(b) Classes of Units.

(i) There are hereby established and authorized for issuance 3,150 Class A Units and 6,850 Class B Units. As of the date hereof, the Class A Units and Class B Units are issued and held as set forth on Schedule A.

(ii) No Units or other interests purporting to confer membership rights shall be issued unless they have been authorized for issuance by the Company under the terms of this Agreement.

(iii) The Units and the Membership Interests shall for all purposes be personal property. No Member has any interest in specific Company property. Each Member hereby waives any and all rights such Person may have to initiate or maintain any suit or action for partition of the Company’s assets.

3.3 Profits Interest.

(a) Class B Units issued hereunder are intended to qualify and shall be treated under this Agreement as “profits interests” under Revenue Procedure 93-27 as clarified by Revenue Procedure 2001-43. As such, none of the Members issued such Units shall be obligated to make Capital Contributions in respect of any Units so qualifying, the Company shall treat such Members as holding “profits interests” for all purposes of this Agreement in respect of such Units so issued.

(b) Notwithstanding anything to the contrary in this Agreement, (i) a Person who receives a Class B Unit pursuant to this Agreement as a profits interest shall not be allocated any portion of the Pre-Issuance Common Value that is ultimately realized by the Company from the sale or exchange of assets that were owned directly or indirectly by the Company on the date such Person received such Class B Unit and (ii) the amount of distributions made by the Company to a Person with respect to such Class B Unit (exclusive of amounts paid or distributed to such Person as guaranteed payments or compensation for services) shall be no greater than the sum of: (A) such Person’s pro rata interest in net income arising from the ordinary operations of the Company after the date such Class B Unit was issued and (B) such Person’s pro rata interest in any appreciation in the Fair Market Value of the Company’s assets in excess of the Pre-

Issuance Common Value; provided, however, that this Section 3.3(b) shall not apply to any Class B Unit issued on the Restatement Effective Date. This Section 3.3(b) reflects the intention that any such Units issued after the Restatement Effective Date qualify as a “profits interest” under Revenue Procedure 93-27, I.R.B. 1993-24, June 9, 1993 and Revenue Procedure 2001-43, I.R.B. 2001-34, August 2, 2001, as contemplated by this Section 3.3(b). For the avoidance of doubt, the Class B Units reflected on Schedule A as of the Restatement Effective Date shall not be subject to this Section 3.3(b).

(c) To the extent provided for in Treasury Regulations, revenue rulings, revenue procedures and/or other IRS guidance issued after the date hereof, the Company is hereby authorized to, and at the direction of the Board shall, elect a safe harbor under which the Fair Market Value of any Class B Units issued after the effective date of such Treasury Regulations (or other guidance) will be treated as equal to the liquidation value of such Units (i.e., a value equal to the total amount that would be distributed with respect to such Units if the Company sold all of its assets for their Fair Market Value immediately after the issuance of such Units, satisfied its liabilities (excluding any non-recourse liabilities to the extent the balance of such liabilities exceeds the Fair Market Value of the assets that secure them) and distributed the net proceeds to the Members under the terms of this Agreement). In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to transfers of such Units while the safe harbor election remains effective. [REDACTED]

(d) Notwithstanding the foregoing, upon a forfeiture of any Units by any Member, gross items of income, gain, loss or deduction shall be allocated to such Member if and to the extent required by final Treasury Regulations promulgated after the Restatement Effective Date to ensure that allocations made with respect to all “substantially nonvested” Member Interests are recognized under Code Section 704(b).

(e) Notwithstanding any other provisions of this Section 3.3, each recipient of a Class B Unit hereunder that is intended to qualify as a profits interest and that is subject to a “substantial risk of forfeiture” within the meaning of Code Section 83(c)(1) hereby agrees that such recipient shall make a valid and timely election in respect of such Unit, upon receipt thereof, pursuant to Code Section 83(b), and shall provide the Company with an executed copy of such election.

(f) Allocations of net income or net loss pursuant to Article IV shall be made with respect to Class B Units, whether vested or unvested.

3.4 No Required Additional Capital Contributions; Loans; Authorization of Additional Units.

(a) No Member shall be obligated to make any additional Capital Contribution unless agreed by such Member.

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

3.5 Certificates. The Board of Managers in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

Should the Company issue certificates to a Member evidencing the Units held by such Member in the Company, then, in addition to any other legend required by applicable law, each such certificate representing issued and outstanding Units shall bear a legend substantially in the following form:

“This certificate evidences an interest in New England Treatment Access, LLC and shall be a security governed by Article 8 of the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts and, to the extent permitted by applicable law, each other applicable jurisdiction.

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED, EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE SECURITIES ACT OR OTHER APPLICABLE LAW, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER (AND, IN SUCH CASE, AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY MAY BE REQUESTED BY THE COMPANY TO THE EFFECT THAT SUCH OFFER OR SALE IS NOT REQUIRED TO BE REGISTERED UNDER THE SECURITIES ACT).

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, DATED AS OF MARCH 19, 2018 (AS MAY BE AMENDED OR RESTATED FROM TIME TO TIME), A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY AT ITS PRINCIPAL EXECUTIVE OFFICES.”

Any such certificate shall be delivered by the Company to the applicable record owner of the Units represented by such certificate. Certificates need not bear a seal of the Company but shall be signed (by manual or facsimile signature) by the Chief Executive Officer, President, any Vice President or any other Person authorized by the Board of Managers to sign such certificates on behalf of the Company who shall certify the Units represented by such certificate. Books and records reflecting the record ownership of the Units shall be kept by the Company. In the event any officer who shall have signed, or whose manual or facsimile signature or signatures shall have been placed upon, any such certificate or certificates shall have ceased to be such officer before such certificate is issued by the Company, such certificate may nevertheless be issued by the Company with the same effect as if such person were such Officer at the date of issue. The Board of Managers may determine the conditions upon which a new certificate may be issued in place of a certificate which is alleged to have been lost, stolen or destroyed and may, in its discretion, require the Member requesting the issuance of a new certificate or its legal representative: (i) to indemnify the Company against any and all losses or claims that may arise

by reason of the issuance of a new certificate in the place of the one so lost, stolen or destroyed; and (ii) to give bond with sufficient surety to support such Member's indemnification obligations under the immediately preceding clause (i), unless such Member together with its Affiliates, has net assets of greater than \$100 million; and (iii) subject to the immediately preceding clause (ii), to satisfy any other reasonable requirements imposed by the Board of Managers.

3.6 Registration of Units. The Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or applicable state securities laws. The Units may not be offered, sold, assigned, pledged or otherwise transferred in the absence of an effective registration statement under the Securities Act covering such Transfer or an opinion of counsel satisfactory to the Company that registration under the Securities Act is not required.

3.7 Capital Accounts.

(a) A separate capital account ("Capital Account") shall be established for each Member and shall be maintained in accordance with Regulations §1.704-1(b)(2)(iv) and this Section 3.7(a) shall be interpreted and applied in a manner consistent with such Regulations. No Member shall have any obligation to restore any portion of any deficit balance in such Member's Capital Account, whether upon liquidation of its interest in the Company, liquidation of the Company or otherwise. The Company may adjust the Capital Accounts of its Members whenever it is permitted to do so in accordance with such Regulations. In the event that the Capital Accounts of the Members are adjusted pursuant to Regulations §1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property: (a) the Capital Accounts of the Members shall be adjusted in accordance with Regulations §1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, (b) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Code Section 704(c), and (c) the amount of upward and/or downward adjustments to the book value of the Company property shall be treated as income, gain, deduction and/or loss for purposes of applying the allocation provisions of Article IV. In the event that Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Regulations §1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property.

(b) The Capital Accounts shall be maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members in liquidation of the Company or otherwise.

(c) Except as otherwise provided herein, no Member may withdraw or shall be entitled to a return of, any portion of such Member's Capital Contribution or Capital Account.

(d) As of the Restatement Effective Date, the Company shall be treated as converting from an entity that is disregarded for federal income tax purposes as an entity

separate from its owner to an entity with more than one owner that is classified as a partnership for federal income tax purposes, all consistent with the principles of Rev. Rul. 99-5, 1991-1 C.B. 434 and Regulations §301.7701-3. Upon the Restatement Effective Date, the holder of the Class A Units will be treated as contributing assets (net of liabilities) to the Company with a Fair Market Value of the amount reflected on Schedule A. The opening Capital Account balances of the Members of the Company as of the Restatement Effective Date shall be the amounts reflected on Schedule A.

ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributions.

(a) Subject to the provisions of Sections 4.2, 4.3 and 4.4, the Company may distribute Distributable Assets from time to time and at such times as are determined by the Board of Managers, provided that all such distributions shall be made to the holders of Class A Units and Class B Units, *pro rata* in accordance with their relative holdings of such Class A Units and Class B Units [REDACTED]

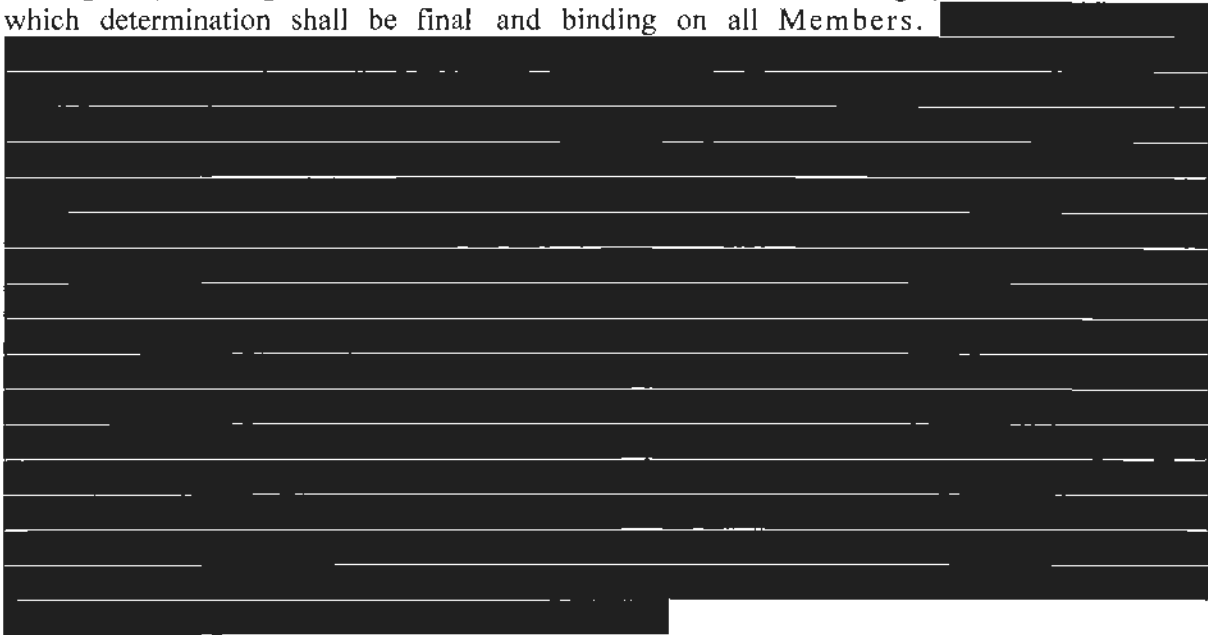
(b) The Members acknowledge and agree that it is the Company's intention to distribute Distributable Assets in a timely manner, subject to the provisions contained herein and applicable state law; provided that the Company shall only distribute Distributable Assets to the extent that the Board of Managers, acting in good faith, has determined that the cash held by the Company after giving effect to the proposed distribution would be sufficient to satisfy the liabilities of the Company that are known or reasonably should be known as of the time of such distribution (whether then due and payable) [REDACTED]

(c) In the event of a Transfer of Units under this Agreement, the assignee of such Units shall in no event receive a larger distribution under this Agreement than the assignor would have received (or any former holder of such Units would have received).

4.2 Tax Distributions.

(a) Prior to making any distributions under Section 4.1, but subject to the Board of Managers (including the affirmative vote of at least one Class A Manager) determining there is sufficient cash to make a distribution under this Section 4.2(a) and that such distribution would not create a liquidity issue for the Company, [REDACTED] the Company shall, no less than five (5) business days before the date on which the estimated tax for the applicable Estimated Tax Period is due for a calendar year individual or calendar year corporation, whichever is earlier, make a distribution (a "Tax Distribution") to

each Member equal to the excess of (A) the product of (1) such Member's Assumed Tax Rate and (2) such Member's share of the estimated net taxable income for U.S. federal income tax purposes of the Company that is allocable to such Member under Article IV arising from its ownership of an interest in the Company for such Estimated Tax Period (taking into account Section 280E of the Code), reduced by such Member's share of any net taxable loss of the Company for U.S. federal income tax purposes from a previous taxable year that has not yet been used to reduce taxable income for purposes of calculating Tax Distributions to the Member under this Section 4.2(a), minus (B) all Tax Distributions previously made to such Member with respect to such Estimated Tax Period, all as determined by the Board of Managers (including the affirmative vote of at least one Class A Manager) in its sole discretion, which determination shall be final and binding on all Members.



(b) For purposes of calculating Tax Distributions under Section 4.2(a), the following items shall not be taken into account: (A) items of income, gain, loss and deduction attributable to periods (or portions thereof) ending on or before the Restatement Effective Date, (B) items of income, gain, loss or deduction attributable to a sale of all or substantially all of the assets of the Company, and (C) items of income or gain allocated to a Member with respect to any compensation, or other amount in the nature of compensation (including any guaranteed payment for services), as determined for U.S. federal income tax purposes.

(c) Each Tax Distribution pursuant to Section 4.2(a) shall be made to the Persons shown on the Company's books and records as the Member with respect to the applicable Units as of the last day of the Estimated Tax Period for which such distribution relates under Section 4.2(a).

(d) Tax Distributions with respect to a Member under Section 4.2(a) shall be taken into account under Section 4.1(a), Section 13.2(b) and Section 13.3 as an advance and therefore shall reduce any future distributions with respect to such Member (or any future holder

of Units transferred or assigned by such Member) to be made under Section 4.1(a), Section 13.2(b), or Section 13.3.

(c) In the event of a transfer of Units under this Agreement, the assignee of such Units shall in no event receive a larger Tax Distribution under Section 4.1(a) than the assignor would have received (or any former holder of such Units would have received).

(f)

[REDACTED]

[REDACTED]

[REDACTED]

(g)

[REDACTED]

4.3 Distributions Upon Liquidation or Sale of the Company. All liquidating distributions shall be made in accordance with the provisions of Section 13.2(b). All distributions of proceeds from any Sale of the Company shall be made in accordance with the provisions of Section 13.3.

4.4 Restrictions On Distributions. No distributions other than Tax Distributions shall be made to Members unless and until all Funding Notes, if any, have been paid in full as to both principal and accrued interest.

4.5 Withholding.

(a) The Company shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold from a distribution or make payments to any governmental authority with respect to any foreign, federal, state or local tax liability of such Member arising as a result of such Member's interest in the Company (a "Withholding Payment"). Any Withholding Payment made from funds withheld upon a distribution will be treated as distributed to such Member for all purposes of this Agreement. Any other Withholding Payment will be deemed to be a recourse loan by the Company to the relevant Member. The amount of any Withholding Payment treated as a loan, plus interest thereon from the date of each such Withholding Payment until such amount is repaid to the Company at an interest rate of six percent (6%) per annum, compounded annually, shall be repaid to the Company upon demand by the Company or may be repaid at any time by the applicable Member; provided, however, that any such amount shall be repaid by deduction from any distributions payable to such Member pursuant to this Agreement (with such deduction

treated as an amount distributed to the Member). Each Member and any successor or assignee with respect to such Member's Interest in the Company hereby agrees to indemnify and hold harmless each other Member, the Board and the Company against any and all liability with respect to Withholding Payments required on behalf of, or with respect to, such Member. A Member's obligation to so indemnify shall survive the transfer or assignment of such Member's interest in the Company, and the liquidation and dissolution of the Company, or the Member's interest therein, and the Company may pursue and enforce all rights and remedies it may have against each such Member under this Section 4.5.

(b) Any "imputed underpayment" within the meaning of Code Section 6225 paid (or payable) by the Company as a result of an adjustment with respect to any Company item, including any interest or penalties with respect to any such adjustment (collectively, an "Imputed Underpayment Amount"), shall be treated as if it were paid by the Company as a Withholding Payment with respect to the appropriate Members. The Board of Managers (including the affirmative vote of at least one Class A Manager) shall reasonably determine the portion of an Imputed Underpayment Amount attributable to each Member or former Member. The portion of the Imputed Underpayment Amount that the Board of Managers attribute to a Member shall be treated as a Withholding Payment with respect to such Member. The portion of the Imputed Underpayment Amount that the Board of Managers attribute to a former Member of the Company shall be treated as a Withholding Payment with respect to both such former Member and such former Member's transferee(s) or assignee(s), as applicable, and the Board of Managers (including the affirmative vote of at least one Class A Manager) may in their discretion exercise the Company's rights pursuant to this Section 4.5 in respect of either or both of the former Member and its transferee or assignee. Imputed Underpayment Amounts treated as Withholding Payments also shall include (A) any adjustments paid by the Company as a result of the application of Section 6226 of the Code (or any similar provisions under state, local or non-U.S. law) with respect to any entity treated as a partnership for U.S. federal income tax purposes in which the Company holds (or has held) a direct or indirect interest and (B) any imputed underpayment amounts within the meaning of Code Section 6225 or similar amounts under any comparable provision of U.S. federal, state, local or non-U.S. law, or any adjustments resulting from the application of Section 6226 of the Code (or any similar provisions under state, local or non-U.S. law), which are paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Company holds (or has held) a direct or indirect interest, including any interest or penalties with respect to any such adjustment, other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Company bears the economic burden of such amounts, whether by law or agreement.

4.6 Allocations Generally. Subject to, and after applying, Section 4.7, net income and net loss shall be allocated among the Members in such ratio or ratios as may be required to cause the balances of the Members' Economic Capital Accounts to equal, as nearly as possible, their Target Balances, consistent with the provisions of Code Section 704(b).

4.7 Special Allocations. The following special allocations shall be made in the following order:

- (a) If there is a net decrease in partnership minimum gain (as defined in

Regulations Section 1.704-2(d)) for any taxable year of the Company, then before any other allocations are made for such taxable year, the Members shall be allocated items of income and gain for such year (and, if necessary, for succeeding years) to the extent required by Regulations Section 1.704-2(f). This Section 4.7(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) In the event that any Member unexpectedly receives any adjustment, allocation, or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4)-(6) (“Reduction Items”) that, after taking into account all other allocations and adjustments under this Agreement, results in a deficit balance in such Member’s Capital Account as of the end of the taxable year in excess of that amount, if any, that such Member is treated as obligated to restore to the Company pursuant to Regulations Sections 1.704-1(b)(2)(ii)(c) or (h), 1.704-2(g)(1), or 1.704-2(i)(5) (an “Excess Deficit Balance”), then items of income and gain for such year (and, if necessary, subsequent years) will be reallocated to each such Member in the amount and in the proportions needed to eliminate such Excess Deficit Balance as quickly as possible, provided that an allocation pursuant to this Section 4.7(b) shall be made if and only to the extent that such Member would have a deficit Excess Deficit Balance after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.7(b) were not a term of this Agreement. This Section 4.7(b) is intended to constitute a “qualified income offset” provision as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. Solely for purposes of computing such Excess Deficit Balance, the Member’s Capital Account shall be reduced by the amount of any Reduction Items that are reasonably expected as of the end of such taxable year.

(c) Notwithstanding any other provisions of this Agreement, nonrecourse deductions (within the meaning of Regulations Sections 1.704-2(b)(1) and (c)) shall be allocated among the Members *pro rata* in accordance with their relative holdings of such Class A Units and Class B Units.

(d) Notwithstanding any other provisions of this Agreement, all partner nonrecourse deductions (within the meaning of Regulations Sections 1.704-2(i)(1) and (2)) for each taxable year of the Company shall be allocated to the Members who bear the economic risk of loss with respect to the debt giving rise to such deductions, in accordance with Regulation Section 1.704-2(i). If there is a net decrease in partner nonrecourse debt minimum gain (within the meaning of Regulation Section 1.704-2(i)(3)) for any taxable year of the Company the Members shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) to the extent required by Regulations Section 1.704-2(i)(4). This Section 4.7(d) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(e) Notwithstanding any other provisions of the Agreement, no loss or deduction shall be allocated to any Member to the extent that such allocation would cause or increase an Excess Deficit Balance in the Capital Account of such Member. Any such loss or deduction shall be reallocated away from such Member and to the other Members in accordance

with this Agreement, but only to the extent that such reallocation would not cause or increase Excess Deficit Balances in the Capital Accounts of such other Members.

4.8 Tax Allocations. Subject to compliance with Section 704(c) of the Code and the Regulations thereunder and Section 3.7(a), items of income, gain, loss, and deduction to be allocated for income tax purposes shall be allocated among the Members on the same basis as the corresponding “book” items are allocated as provided in Sections 4.6 and 4.7.

4.9 Other Tax Matters.

(a) If any interest in the Company is transferred, increased or decreased during the year, all items of income, gain, loss, deduction and credit recognized by the Company for such year shall be allocated among the Members as determined by the Board of Managers (including the affirmative vote of at least one Class A Manager) and consistent with Code Section 706.

(b) Subject to Major Action requirements and Section 10.2, the Board of Managers (including the affirmative vote of at least one Class A Manager) shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any tax returns of the Company, and to make all determinations regarding the allocation of income and loss contemplated by this Article IV.

(c) The Company shall use the “traditional allocation method” as set forth in Treasury Regulation Section 1.704-3(d) to account for any variation between the adjusted basis of property deemed contributed to the Company and the book value for Capital Account purposes of such property as of the time of such contribution. This Section 4.9(c) shall also apply to any so-called “reverse Section 704(c) allocations.”

ARTICLE V MANAGEMENT OF THE COMPANY

5.1 Responsibilities and Authority for Management of the Company.

(a) The business, property, and affairs of the Company shall be managed by or under the direction of a Board of Managers, which shall have all powers necessary or desirable to achieve the purposes of the Company described in Section 2.4. Except where the Members’ approval is expressly required by this Agreement or by nonwaivable provisions of the Act, (i) the Board of Managers shall have full authority, power, and discretion to make all decisions with respect to the Company’s business, and (ii) the Members shall have no right in their capacities as Members to control, manage or make any decisions with respect to, nor shall they take any part in the control or management of, the property, business, or affairs of the Company.

(b) Except as otherwise provided in this Agreement, all proposed Major Actions shall require both (i) approval of the Board of Managers and (ii) approval by the

affirmative vote or consent of Members holding at least eighty percent (80%) of the issued and outstanding Units.

5.2 Composition of the Board of Managers. The Board of Managers shall initially consist of three (3) Managers, (i) one (1) of whom shall be appointed by Aegis MA (or the majority in interest of the Class B Units held by Aegis MA as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class B Units) and (ii) two (2) of whom shall be appointed by CBPB Holdings (or the majority in interest of the Class A Units held by CBPB Holdings as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class A Units). Managers appointed by Aegis MA shall be “Class B Managers” and Managers designated by CBPB Holdings shall be “Class A Managers”. The initial Class B Manager appointed by Aegis MA shall be Lee Prosenjak (the “Initial Class B Manager”), and the initial Class A Managers appointed by CBPB Holdings shall be Craig Shuffain and Arnon Vered (the “Initial Class A Managers”). Upon the earlier to occur of (x) July 1, 2018 and (y) the date on which the Board of Managers determines such change is required for regulatory purposes and, in each case, subject to approval by the Brookline Board of Selectmen, (i) the Initial Class B Manager and the Initial Class A Managers shall be automatically removed, (ii) the size of the Board of Managers shall automatically be increased to five (5) Managers, three (3) of whom shall be appointed by Aegis MA (or the majority in interest of the Class B Units held by Aegis MA as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class B Units) and two (2) of whom shall be appointed by CBPB Holdings (or the majority in interest of the Class A Units held by CBPB Holdings as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class A Units) and (iii) the initial Class B Managers appointed by Aegis MA shall be Kevin Fisher, John Kocer and Norton Arbelaiez and the initial Class A Managers appointed by CBPB Holdings shall be Howard J. Kessler and Craig Shuffain. The Board of Managers (by majority vote that includes at least one Class A Manager) may expand or reduce the size of the Board of Managers from time to time, and any new Manager position so established shall be elected by Majority Vote of the Members; provided, however, that a reduction of the number of Managers must be approved by the Member(s) that appointed the Manager whose position would be eliminated as a result of any such reduction.

5.3 Term. Except as provided in Section 5.2, each Manager shall hold office until his/her successor is elected and qualified by the Member that appointed such Manager, or until he/she sooner dies, resigns, is removed or becomes disqualified.

5.4 Removal of Managers. Any Manager may be removed from office, with or without cause, (i) by the Member that appointed such Manager or (ii) in the case of a Manager elected by the Members and not appointed by Aegis MA or CBPB Holdings (or in each case the majority in interest of the number of Class A Units or Class B Units held by such Member as of the Restatement Effective Date in the case of a permitted successor in interest to all or a part of such Class A Units or Class B Units), by Majority Vote of the Members.

5.5 Resignation. Any Manager of the Company may resign from office by delivering or causing to be delivered to any Officer of the Company, or to the Board of Managers, a written

resignation, which shall take effect upon being so delivered or at such other time as may be therein specified.

5.6 Vacancies. Unless otherwise provided in this Agreement or agreed in writing by the Members, any vacancy in the position of a Manager appointed pursuant to Section 5.2 by a particular Member shall be filled by the Member that appointed such vacating Manager, and any vacancy in the position of a Manager elected by a vote of the Members pursuant to Section 5.2 shall be filled by Majority Vote of the Members as the case may be, and the Manager so appointed or elected shall serve for the unexpired portion of his/her predecessor's term of office. The Board of Managers shall have and may exercise all of its powers notwithstanding the existence of one or more vacancies in its number.

5.7 Quorum. A majority of the Managers present in person shall constitute a quorum for the transaction of business at any meeting of the Board of Managers; provided, however, at least one Class A Manager and one Class B Manager shall be present to constitute a quorum. If less than a quorum of Managers is present at a Board of Managers meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. No Manager shall fail to attend a meeting of the Board of Managers for purposes of defeating a quorum or avoiding corporate action.

5.8 Regular Meetings. The Board of Managers may provide the time and place reasonably acceptable to all Managers, either within or outside the Commonwealth of Massachusetts, for the holding of regular meetings in which case no other notice need be given.

5.9 Special Meetings. Special meetings of the Board of Managers may be called for a time and place reasonably acceptable to all Managers at the request of any Manager. The person or persons calling a special meeting of the Board of Managers may fix any place, either within or outside the Commonwealth of Massachusetts, as the place for holding such special meeting of the Board of Managers.

5.10 Notice; Waiver of Notice.

(a) Written notice of any special meeting of Managers shall be given at least two (2) days before the meeting as follows by one or more of the following methods: by mailing such notice, postage prepaid, and addressed to each Manager at his/her address as it appears in the records of the Company; by facsimile or electronic mail transmission of such notice to each Manager's usual place of business; or by hand delivery to each Manager at his/her usual place of business or, in the event such notice is given on a Saturday, Sunday or holiday, to each Manager at his/her residence. If mailed, such notice shall be deemed to be delivered two (2) business days following the date deposited in the United States mail properly addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail transmission, such notice shall be deemed given upon electronic confirmation of receipt.

(b) Notice of a meeting need not be given to any Manager if a written waiver of notice executed by him/her before or after the meeting is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at the

commencement thereof the lack of notice to him/her. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Managers need be specified in the notice or waiver of notice of such meeting.

5.11 Meetings by Telecommunications. Unless the Act otherwise provides, members of the Board of Managers or any committee designated thereby may participate in a meeting of the Board of Managers or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by each other at the same time and participation by such means shall constitute presence in person at a meeting.

5.12 Compensation. The Board of Managers may by resolution, and irrespective of any personal interest of any of the members thereof, fix the reasonable compensation of the Managers including the reimbursement of expenses, if any, of attendance at each meeting of the Board of Managers and payment of a fixed sum for attendance at meetings or a stated salary, but in all cases only with the unanimous consent of the Board of Managers. These payments shall not preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

5.13 Action by Consent of the Managers. Any action required or permitted to be taken at any meeting of the Board of Managers or any committee, if any, may be taken without a meeting, if the requisite Managers (as if such action were taken at a meeting) consent to the action in writing and the written consents are filed with the records of the meeting; provided, however, that (i) a copy of such written consent is simultaneously delivered to each Manager and (ii) following execution of such consent, notice of such action (including a copy of such written consent) shall be provided to the non-consenting Managers within five (5) business days. Notwithstanding the foregoing, the failure to timely deliver notice of such action to the non-consenting Managers shall have no impact on the validity of any such action by written consent of the requisite Managers.

5.14 Duties of Managers. The Managers, in the performance of their duties, shall owe to the Company and the Members duties of loyalty and due care of the type owed by the directors of a corporation to such corporation and its shareholders under the laws of the Commonwealth of Massachusetts, assuming that such corporation had eliminated, to the fullest extent permitted by law (as contemplated by Section 2.02(b)(4) of the Act), the personal liability of any Person who serves as a director of such corporation to the corporation and/or its shareholders for monetary damages for breach of fiduciary duty as a director, provided that it would not eliminate or limit the liability of a director: (A) for any breach of the director's duty of loyalty to such corporation or its shareholders; (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (C) for improper distributions under Section 6.40 of the Act or (D) for any transaction from which the director derived an improper personal benefit. If in the future the Act is amended or modified to permit the elimination of the personal liability of a director of such corporation to a greater extent than contemplated above, then the provisions of this Section 5.14 shall be deemed to be automatically amended to provide for the elimination of the personal liability of the Managers to such greater extent.

5.15 Individual Authority. Each Manager shall be a “manager” (as such term is defined in the Act) of the Company but, notwithstanding the foregoing, no Manager shall have any rights or powers beyond the rights and powers granted to such Manager in this Agreement. No Manager has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditures or incur any obligations on behalf of the Company or authorize any of the foregoing, other than acts that are expressly authorized by the Board of Managers in accordance with the provisions of this Agreement.

ARTICLE VI OFFICERS

6.1 Designation, Appointment, Duties and Authority.

(a) The Board of Managers may from time to time unanimously appoint such officers (the “Officer(s)”) as it deems necessary or appropriate, including, without limitation a Chief Executive Officer, President, a Treasurer, a Secretary and such other principal Officers as the Board of Managers may appoint. Such Officers shall have such authority and shall perform such duties as from time to time may be prescribed by the Board of Managers. In the absence of specific delegations of authority by the Board of Managers, Officers shall have such duties and authorities for the day-to-day operations of the Company as are commonly within the scope of the duties and authorities of Persons holding similar offices of a corporation. Any person may simultaneously hold more than one office of the Company. Except as otherwise provided herein, Officers may, but need not be Managers or Members of the Company.

(b) Every Officer shall be an agent of the Company for its ordinary business purposes and may bind the Company in the ordinary course, within the scope of his or her normal authorities and duties, or as approved by the Board of Managers and subject to such limitations as otherwise provided in this Agreement. Unless otherwise expressly authorized by this Agreement or the Board of Managers as set forth herein, the act of an Officer that is not apparently for carrying on the Company’s business in the ordinary course shall not bind the Company.

(c) Except as otherwise determined by the Board of Managers, or as set forth herein or in the Act, any document or instrument may be executed and delivered on behalf of the Company by any Officer, including, without limitation, any deed, mortgage, note, or other evidence of indebtedness, lease, security agreement, financing statement, contract of sale, or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company at any time held in its name, or any compromise or settlement with respect to accounts receivable or claims of the Company; and, subject to the authorization requirements set forth herein or in the Act, no other signature shall be required for any such instrument to bind the Company.

(d) Any Person dealing with the Company, its Managers or Officers, or the Members may rely upon a certificate signed by a Manager or an Officer as to (i) the identity of the Members, the Managers, or the Officers, acts by the Members, the Board of Managers, or

the Officers, any act or failure to act by the Company, or any other matter involving the Company, the Managers, or the Members.

6.2 Term of Office. Each Officer shall hold office until his/her successor is chosen and qualified or in each case until he/she sooner dies, resigns, is removed or becomes disqualified.

6.3 Removal. Any Officer of the Company may be removed with or without cause by the Board of Managers. The Officer to be removed shall have no right to participate in the deliberations of the Board of Managers with respect to the removal vote, except in his/her capacity as a Manager, if applicable.

6.4 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by vote of the Board of Managers. New offices established by the Board of Managers may be filled by the Board of Managers.

6.5 Compensation. The compensation of the Officers, if any, shall be fixed from time to time by the unanimous vote of the Board of Managers, and no Officer shall be prevented from receiving such compensation by reason of the fact that he/she is also a Manager or Member of the Company.

ARTICLE VII VOTING RIGHTS; MEETINGS; LIMITED LIABILITY OF MEMBERS; AND INFORMATION AND INSPECTION RIGHTS

7.1 Voting Rights. If a vote, consent or approval of the Members is required by this Agreement or under the Act, then each such Member shall have one vote for each Class A Unit held by such Member and one vote for each Class B Unit held by such Member.

7.2 Meetings. Meetings of the Members may be called at any time reasonably determined by all Members and shall be called by the Company's Secretary (or if there is no Secretary or in the case of the death, absence, incapacity or refusal of the Secretary, by any other Officer of the Company) upon the written request of one or more Members.

7.3 Place of Meetings. Meetings of the Members shall be held anywhere in the United States, at such place or places as may be fixed by the Board of Managers and stated in the notice of the meeting.

7.4 Notice of Meeting. Notice of each meeting of the Members, stating the day, hour and place thereof, shall be given to each Member by a Manager or by the Officers or persons calling the meeting at least seven (7) days before the meeting, by leaving written notice with each Member at such Member's record address as shown on the books of the Company from time to time, or by mailing written notice, postage prepaid, and addressed to such Member's record address. Notice need only contain a summary of the purpose of the meeting, except that the notice of any meeting at which an amendment of this Agreement or the Certificate of

Formation is to be considered shall state the intended purpose and effect of the proposed amendment and shall state the proposed wording of the amendment.

7.5 Quorum. Except as otherwise required by this Agreement or the Act, at any meeting of the Members, a quorum for the transaction of business shall consist of the presence in person or by proxy of the holders of a majority of the issued and outstanding Units with voting rights; provided, however, if a matter to be considered at such meeting requires an affirmative vote of the holders of a greater amount of the issued and outstanding Units with voting rights, then a quorum for such matter shall equal such greater amount. A lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

7.6 Action at a Meeting. When a quorum is present at any meeting, a Majority Vote of the Members or, in the case of a Major Action, the affirmative vote or consent of at least eighty percent (80%) of the issued and outstanding Units voting together as a single class, shall decide any question properly brought before such meeting, except as otherwise required by this Agreement or the Act. The Members may only act on those matters which expressly require Member approval under the Act or this Agreement.

7.7 Action by Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if the requisite holders of outstanding Units (as if such action were taken at a meeting) consent to the action in writing, and such written consents are filed with the records of the meeting of the Members; provided, however, that (i) a copy of such written consent is simultaneously delivered to Aegis MA (or the majority in interest of the Class B Units held by Aegis MA as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class B Units) and CBPB Holdings (or the majority in interest of the Class A Units held by CBPB Holdings as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class A Units) and (ii) notice of such action (including a copy of such written consent) shall be provided to the non-consenting Members within five (5) business days. Notwithstanding the foregoing, the failure to timely deliver notice of such action to the non-consenting Members shall have no impact on the validity of any such action by written consent of the requisite Members.

7.8 Waiver of Notice. Whenever any written notice is required to be given by this Agreement, a waiver of notice signed either before or after the action for which notice is required shall have the effect of written notice. Attendance by a Member at any meeting shall also constitute a waiver of notice unless an objection to the lack of notice is made by such Member at the meeting.

7.9 Proxy Voting. A Member entitled to vote at a meeting or to express consent or dissent to any action in writing without a meeting may authorize another party to act for him by proxy executed in writing by him. All proxies shall be filed with the Company's Secretary before voting. No proxy purporting to be executed by or on behalf of a Member shall be deemed invalid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

7.10 Participation in Meetings by Telecommunications. Unless the Act otherwise provides, Members may participate in a meeting of the Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard by each other at the same time and participation by such means shall constitute presence in person at a meeting.

7.11 Limited Liability of Members; Duties. Neither any Member, nor any owner, officer, director, employee or agent of any Member, shall be liable for any debts, liabilities or obligations of the Company whether arising in contract, in tort or otherwise; provided that each Member shall be responsible:

(a) for the making of any contribution to the capital of the Company required to be made by such Member pursuant to the terms of this Agreement; and

(b) for the amount of any distribution made to such Member that must be returned to the Company pursuant to the Act.

7.12 Information and Inspection Rights.

(a) Delivery of Financial Statements. The Company shall deliver to each of Aegis MA (or the majority in interest of the Class B Units held by Aegis MA as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class B Units) and CBPB Holdings (or the majority in interest of the Class A Units held by CBPB Holdings as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class A Units):

(i) as soon as reasonably practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company, (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the Budget for such year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) a statement of the Members' Capital Accounts as of the end of such year, all such financial statements audited and certified by independent public accountants of regionally recognized standing selected by the Company;

(ii) as soon as reasonably practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, (i) an unaudited balance sheet as of the end of such fiscal quarter, (ii) unaudited statements of income and cash flows for such fiscal quarter, and a comparison between (x) the amounts as of and for such fiscal quarter and (y) the comparable amounts for the prior fiscal quarter and as included in the Budget for such fiscal quarter, with an explanation of any material differences between such amounts, and (iii) a statement of the Members' Capital Accounts as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (x) be subject to normal year-end audit adjustments; and (y) not contain all notes thereto that may be required in accordance with GAAP);

(iii) as soon as reasonably practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, a statement showing the number of Units of each class and series of Units and securities convertible into or exercisable for Units outstanding at the end of the period, the Units issuable upon conversion or exercise of any outstanding securities convertible or exercisable for Units and the exchange ratio or exercise price applicable thereto, and the number of Units not yet issued but reserved for issuance;

(iv) as soon as reasonably practicable, but in any event within thirty (30) days of the end of each month, an unaudited income statement and statement of cash flows for such month, and an unaudited balance sheet and statement of the Members' Capital Accounts as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(v) as soon as reasonably practicable, but in any event no less than thirty (30) days before the end of each fiscal year, the Budget prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after being prepared, any other budgets or revised budgets prepared by the Company for approval by the Managers and the requisite Members hereunder;

(vi) with respect to the financial statements called for in Sections 7.12(a)(i), (ii) and (iv), an instrument executed by the chief financial officer and chief executive officer of the Company certifying that such financial statements were prepared in accordance with GAAP consistently applied with prior practice for earlier periods (except as otherwise set forth in Sections 7.12(a)(i), (ii) and (iv)) and fairly present the financial condition of the Company and its results of operation for the periods specified therein; and

(vii) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as CBPB Holdings or Aegis MA may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 7.12 to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company); or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

(b) Inspection. The Company shall permit each of Aegis MA (or the majority in interest of the Class B Units held by Aegis MA as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class B Units) and CBPB Holdings (or the majority in interest of the Class A Units held by CBPB Holdings as of the Restatement Effective Date in case of a permitted successor in interest to all or a part of such Class A Units),

at its own expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by Aegis MA or CBPB Holdings; provided, however, that the Company shall not be obligated pursuant to this Section 7.12(b) to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel. For the avoidance of doubt, determinations by the Company pursuant to Sections 7.12(a)(vii) and 7.12(b) shall be made by Majority Vote of the Board of Managers.

7.13 No Withdrawal. A Member may not withdraw, by resignation, retirement or otherwise, as a Member of the Company, and no Member may withdraw all or any portion of such Member's Capital Contributions or the balance of such Member's Capital Account, or to receive any distribution from the Company, except as expressly provided herein. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement.

7.14



7.15 No Agency or Authority. No Member is an agent of or has authority to act for or bind the Company solely by reason of such Member's status as a Member. Any Member who takes any action or purports or attempts to bind the Company in violation of this Section 7.15 shall be solely responsible for any loss and/or expense incurred by the Company, any Manager or any Member as a result of such unauthorized action, and such Member shall indemnify and hold harmless the Company, each Manager and each other Member with respect to such loss and/or expense.

7.16 Confidentiality. Except as otherwise provided in this Section 7.16, each Member agrees not to use or disclose to any other Person, and to maintain the confidentiality of, the Company Confidential Information.

(a) Permitted Uses. Any Member may use Company Confidential Information (i) for the benefit of the Company, as determined in good faith by the Board of Managers, (ii) in connection with such Member's monitoring or exercising its rights with respect to its investment in the Company, (iii) as required by law, legal process, order of court, government authority or arbitrator or in connection with any legal proceedings to which such Member and the Company are parties, (iv) in connection with the enforcement of this Agreement or rights under this Agreement, and (v) in connection with a disposition or proposed disposition in any or all of a Member's rights and obligations hereunder.

(b) Permitted Disclosures. Notwithstanding the foregoing, the restrictions on disclosure set forth in this Section 7.16 shall not apply to any Company Confidential Information to the extent that such information can be shown to have been: (i) generally available to the public other than as a result of a breach of the provisions of this Agreement, (ii) already in the possession of the receiving Person, without any restriction on disclosure, prior to any disclosure of such information to the receiving Person by or on behalf of the Company pursuant to the terms of this Agreement or otherwise, (iii) lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is not known by the receiving party to be subject to confidentiality restrictions, (iv) independently developed by the receiving Person without use of any Company Confidential Information, or (v) required by law or government regulation to be disclosed, provided that the Member shall notify the Company of any such disclosure requirement as soon as practicable and reasonably cooperate with the Company (at the Company's cost) if the Company seeks a protective order or other remedy in respect of any such disclosure and furnish only that portion of the Confidential Information that the Member is legally required to disclose. In addition, a Member may disclose Company Confidential Information to its officers, directors, employees, accountants, internal and external auditors, legal counsel, financial advisors and other fiduciaries and representatives who are directly concerned with the monitoring, evaluation or administration of such Member's equity interest in the Company on a need-to-know basis, provided that such Member shall remain liable for any breach of this Section 7.16 by any such Persons and such Member instructs such Persons to maintain the confidentiality of any documents or information provided to such Person pursuant to this Section 7.16 and not to disclose to any other Person, or use, in any manner inconsistent with restrictions set forth in this Section 7.16 any information contained therein and, in the case of any such Person whose business or profession does not impose an obligation of confidentiality and who receives documents or information pursuant to this Section 7.16, such Person executes a confidentiality agreement with restrictions on disclosure and use at least as stringent as those set forth herein. In addition, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of federal law or regulation. No Person subject to the restrictions set forth in this Section 7.16 shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures referenced in the preceding sentence, and no such Person is required to notify the Company that it has made such reports or disclosures. Furthermore, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

(c) Former Members. The restrictions imposed by this Section 7.16 shall continue to apply to a former Member following the date of becoming a former Member, notwithstanding such Member's withdrawal from the Company or Transfer of such Member's Membership Interests.

ARTICLE VIII
POWERS OF MEMBERS, MANAGERS AND OFFICERS TO CONTRACT WITH THE
COMPANY

8.1 Affiliated Transactions. Subject to Section 6.1, no agreement or transaction between the Company and one or more of its Managers or Members or any of their Affiliates, or between the Company and any Person in which one or more of the Managers or Members of any of their Affiliates are directors, officers, managers, parties, members or trustees have a financial interest (an "Affiliated Transaction"), shall be void or voidable for that reason, or solely because the relevant Manager or Member participated in authorizing the agreement or transaction; provided, however, that all material Affiliated Transactions by the Company must be disclosed in writing to all Members, must be disclosed to all Managers, and be conducted on an arm's length basis or otherwise approved by the Board of Managers, with the interested Managers abstaining. Notwithstanding the foregoing, it is acknowledged and agreed that the Company may structure Affiliated Transactions in a manner that provides financial, tax or other benefits to an Affiliate, Manager or Member and such Affiliated Transactions shall be considered "arm's length" provided that it is fair to the Company and that other Managers or Members are not disadvantaged or advantaged financially or otherwise. Any Manager of the Company who is interested in any transaction as aforesaid may nevertheless be counted in determining the existence of a quorum at any meeting of the Board of Managers which shall authorize or ratify any such transaction.

ARTICLE IX
LIMITATION ON LIABILITY

9.1 Managers. No current or former Manager of the Company shall be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty to the Company notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate liability of a Manager for any breach of the Manager's duty of loyalty to the Company and its Members, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or for any transaction from which the Manager derived an improper personal benefit. No amendment or repeal of this paragraph shall adversely affect any of the rights or protection afforded to a Manager or for or with respect to any acts or omissions of such Manager occurring prior to such amendment or repeal.

ARTICLE X
ADMINISTRATIVE MATTERS

10.1 Books of Account. At all times the Company shall maintain or cause to be maintained true and proper books, records, reports and accounts in accordance with generally accepted accounting principles, consistently applied, in which shall be entered fully and accurately all transactions of the Company. The Company shall keep vouchers, statements, receipted bills and invoices and all other records in connection with the Company's business.

All such records and other information shall be available during normal hours of operations and with reasonable notice for inspection by any Member or the Member's authorized representative.

10.2 Partnership Representative. Until, and unless, another person is designated by the Board of Managers, Aegis MA shall be the "partnership representative" of the Company (the "Company Representative") for purposes of Code Section 6223, and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services reasonably incurred in connection therewith. If the Company Representative is an entity, the Board of Managers shall designate an individual to act on such entity's behalf in accordance with applicable Regulations, which designation shall constitute a Major Action. The Members acknowledge and agree that the initial individual designated to act on behalf of Aegis MA, as the Company Representative, is Kevin Fisher. Each Member agrees (i) to take such actions as may be required to effect the designation of Kevin Fisher (or his, her or its successor's designation) as the Company Representative (and, if applicable, the appointment of the designated individual), (ii) to cooperate to provide any information or take such other actions as may be reasonably requested by the Company Representative in order to determine whether any Imputed Underpayment Amount may be modified pursuant to Code Section 6225(c), (iii) to, upon the request of the Company Representative, file any amended U.S. federal income tax return and pay any tax due in connection with such tax return in accordance with Code Section 6225(c)(2), and (iv) to cooperate with the Company Representative and to do or refrain from doing any or all things reasonably requested by the Company Representative with respect to the conduct of any tax proceedings. A Member's obligation to comply with this Section 10.2 shall survive the transfer, assignment or liquidation of such Partner's interest in the Company. All costs incurred by the Company Representative in carrying out its responsibilities as such under this Agreement shall be fully reimbursed by the Company. The actions of the Company Representative shall be subject to the direction and control of the Board of Managers, and any action of the Board of Managers with respect to this Section 10.2 shall be a Major Action. Any Person who serves as Company Representative shall not be liable to the Company or any Member thereof for any action he or she takes or fails to take as Company Representative with respect to any administrative or judicial proceeding of the Company pertaining to taxes.

10.3 Tax Matters Handled by the Company. The Board of Managers shall deliver to each person who was at Member at any time during the fiscal year then ended the following:

(a) as soon as practicable but in no event later than the date prescribed by applicable law, such information as shall be necessary for the preparation by the Member of a federal income tax return, and state income and other tax returns with regard to each jurisdiction in which the Company does or is qualified to do business; and

(b) as soon as practicable but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company, a statement of assets, liabilities and Members' capital, a statement of income and expenses, a statement of sources and uses of funds, and a statement of changes in Members' capital.

10.4 Fiscal Year. The fiscal year of the Company shall be its taxable year, which shall end on December 31 unless otherwise required by law.

ARTICLE XI

(a)

(iv)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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ARTICLE XII

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE XIII DISSOLUTION

13.1 Events of Dissolution. The Company shall be dissolved within sixty (60) days after the occurrence of any of the following events (a "Dissolution Event"), unless within said sixty (60) day period the holders of all of the issued and outstanding Units agree in writing to continue the Company:

- (a) the unanimous election of the Members to dissolve the Company;
- (b) pursuant to a voluntary or involuntary bankruptcy petition;
- (c) the sale or other disposition of all or substantially all of the assets of the Company; or
- (d) the entry of a decree of judicial dissolution of the Company.

13.2 Liquidation.

(a) Upon the occurrence of a Dissolution Event, the Managers shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to maximize the value of the net assets or to minimize the normal losses of the Company, as the case may be, attendant to the liquidation.

(b) Upon the occurrence of a Dissolution Event, the Company shall make no distributions in respect of the issued and outstanding Units except for a final Liquidating Distribution to the Members [REDACTED]. The proceeds of liquidation (the "Liquidating Distribution") shall be distributed in the following order and priority:

(i) first, to creditors of the Company, including to Members in their capacities as creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) second, to the holders of Class A Units, until a cumulative amount has been distributed under this Section 13.2(b)(ii) equal to the Class A Contribution Amount as of the time of such distribution (distributed among such holders of Class A Units based on each such holder's share of the Class A Contribution Amount), and no distribution or any portion thereof may be made pursuant to Sections 13.2(b)(iii) or (iv) below until the entire Class A Contribution Amount with respect to the outstanding Class A Units as of the time of such distribution has been paid in full;

(iii) third, to the holders of Class B Units (limited to those Class B Units outstanding as of the Restatement Effective Date) *pro rata* in accordance with their relative holdings of such Class B Units, until a cumulative amount has been distributed under this Section 13.2(b)(iii) with respect to each such Class B Unit equal to the Catch-Up Payment as of the time of such distribution and no distribution or any portion thereof may be made pursuant to Section 13.2(b)(iv) below until the entire Catch-Up Payment with respect to such outstanding Class B Units as of the time of such distribution has been paid in full; and

(iv) fourth, to Members in the order and priority set forth in Section 4.1.

13.3 Sale of the Company. In the event of any Sale of the Company, [REDACTED] any proceeds paid to the Members from such transaction shall be allocated among the Members according to the principles of Section 13.2(b).

ARTICLE XIV MISCELLANEOUS

14.1 Amendment. Except as provided in the last sentence of Section 3.1 [REDACTED] hereof, this Agreement may be amended or waived only by written instrument signed by Members holding at least eighty percent (80%) of the issued and outstanding Units; provided, however, that no amendment to this Agreement may modify the limited liability of a Member or increase the liabilities or responsibilities of any Member under this Agreement; in each case, without the consent of each such affected Member; alter the interest of any Member in income, gains and losses, in a manner different from any alteration affecting the class of Units held by the Member as a whole, without the consent of each Member

adversely affected by such amendment or modification; or amend any provision of this Agreement which establishes the consent or approval of a percentage of the issued and outstanding Units greater than a simple majority as a condition or prerequisite to any action of the Board of Managers or the Company without the consent of such applicable percentage.

14.2 Waiver. Any waiver of any of the terms hereof shall be effective only for the instance for which it is given and shall not constitute a waiver of a subsequent occurrence or of any other provision hereof.

14.3 Notices. Subject to Section 7.4, any notices or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by overnight courier, charges prepaid, delivered by facsimile transmission with confirmation, or mailed by registered or certified mail, postage and charges prepaid, return receipt requested, addressed (a) if to a Member, to the Member's address as recorded in the Company's books and records, (b) if to the Company, at its principle office. Except as otherwise provided herein, any such notice shall be deemed to have been given (a) when personally delivered, (b) on the day next following the date of delivery to the overnight courier, when sent by overnight courier, (c) on the date of transmission when sent by facsimile transmission, or (d) on the date of actual delivery, whichever is earliest. A copy of any notice delivered pursuant to this Section 14.3 shall also be sent to:

[REDACTED]

And

[REDACTED]

14.4 Binding Agreement. This Agreement shall be binding upon the assigns, executors, administrators, estates, heirs and legal successors of the parties hereto.

14.5 Governing Law. This Agreement and all questions arising hereunder shall be determined in accordance with the internal law of the Commonwealth of Massachusetts, without regard to the choice of law provisions thereof.

14.6 Arbitration. Except as set forth in Section [REDACTED] of this Agreement, the Members shall promptly attempt to resolve through good faith negotiation any dispute between

them relating to this Agreement and the Business Plan. If the dispute is not so resolved according to such process within thirty (30) days, except as specifically provided for in this Agreement relating to injunctive relief, the Members may refer the dispute to mediation or arbitration in accordance with this Agreement but will not initiate such proceeding until a joint written conclusion that amicable resolution through continued negotiation between them is unlikely. In the event of any dispute arising under or relating to this Agreement follows such process, the parties hereby agree to mediate such dispute before a mediator from the Judicial Arbitration and Mediation Service (JAMS) in Boston, Massachusetts. If the dispute is not resolved within sixty (60) days from the request for mediation, such dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration rules before an arbitrator appointed by the Judicial Arbitration and Mediation Service (JAMS) in Boston, Massachusetts.

14.7 Severability. If one or more provisions in this Agreement is held or found to be invalid, illegal or unenforceable in any respect, such provision(s) shall be given effect to the maximum extent permitted by law and the invalidity, illegality or unenforceability of such provision(s) shall not affect the validity of the remaining provisions of this Agreement.

14.8 Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed one and the same agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Signatures of any Party transmitted by facsimile or electronic mail (including, without limitation, electronic mailing of a so-called portable document format or "pdf" of a scanned counterpart) shall be treated as and deemed to be original signatures for all purposes, and will have the same binding effect as if they were original, signed instruments delivered in person.

14.9 Entire Agreement. This Agreement is intended by the Members to constitute the "operating agreement" of the Company within the meaning of the Act. This Agreement contains the entire understanding among the Members. This Agreement supersedes any prior written or oral agreement between the Members with respect to the subject matter hereof. This Agreement shall be considered as drafted equally by the Members and any ambiguity shall not be construed in favor of or against any Member.

14.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

END OF TEXT
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE TO
NEW ENGLAND TREATMENT ACCESS, LLC**

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Limited Liability Company Agreement of New England Treatment Access, LLC to be executed as of the date first above written.

COMPANY:

NEW ENGLAND TREATMENT ACCESS, LLC

By: Kevin O'Brien
Name: Kevin O'Brien
Title: President, CEO

MEMBERS:

AEGIS MA LLC

By: Aegis USA LLC, its sole member

By: _____
Name: Kevin Fisher
Title: Manager

CBPB HOLDINGS, INC.

By: _____
Name: Howard J. Kessler
Title: President

VERED MANAGEMENT SERVICES, INC.

By: _____
Name:
Title:

**SIGNATURE PAGE TO
NEW ENGLAND TREATMENT ACCESS, LLC**

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Limited Liability Company Agreement of New England Treatment Access, LLC to be executed as of the date first above written.

COMPANY:

NEW ENGLAND TREATMENT ACCESS,
LLC

By: _____
Name:
Title:

MEMBERS:

AEGIS MA LLC
By: Aegis USA LLC, its sole member

By: KEVIN FISHER
Name: Kevin Fisher
Title: Manager

CBPB HOLDINGS, INC.

By: _____
Name: Howard J. Kessler
Title: President

VERED MANAGEMENT SERVICES, INC.

By: Arnon Vered
Name: Arnon Vered
Title: President

**SIGNATURE PAGE TO
NEW ENGLAND TREATMENT ACCESS, LLC**

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Limited Liability Company Agreement of New England Treatment Access, LLC to be executed as of the date first above written.

COMPANY:

NEW ENGLAND TREATMENT ACCESS, LLC

By: _____
Name: Kevin O'Brien
Title: President, CEO

MEMBERS:

AEGIS MA LLC
By: Aegis USA LLC, its sole member

By: _____
Name: Kevin Fisher
Title: Manager


CBPB HOLDINGS, INC.

By: _____
Name: Howard J. Kessler
Title: President

VERED MANAGEMENT SERVICES, INC.

By: _____
Name:
Title:

FSR HOLDINGS, LLC

By: 
Name: Felix S. Riccio
Title: Member

With respect to Sections [REDACTED] only:

AEGIS USA LLC

By: _____
Name: Kevin Fisher
Title: Manager

Signature Page to Amended and Restated Limited Liability Company Agreement

FSR HOLDINGS, LLC

By: _____
Name: Felix S. Riccio
Title: Member

With respect to Sections [REDACTED]
only:

AEGIS USA LLC

By: KEVIN FISHER
Name: Kevin Fisher
Title: Manager

NEW ENGLAND TREAMENT ACCESS, LLC
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

SCHEDULE A

Schedule of Members

<u>Name and Address of Member</u>	<u>Class A Contribution Amount</u>	<u>Capital Account as of Restatement Effective Date</u>	<u>Number of Class A Units</u>	<u>Number of Class B Units</u>	<u>Percentage Interest</u>
Aegis MA LLC [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CBPB Holdings, Inc. [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Vered Management Services, Inc. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FSR Holdings, LLC [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTALS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Attested to as of March 20, 2018 by:

NEW ENGLAND TREATMENT ACCESS, LLC

By: Kevin O'Brien
Name: Kevin O'Brien
Title: Treasurer

Business Plan

Executive Summary

- NETA currently operates two co-located retail dispensaries and has been serving patients in Northampton since September 2015 and Brookline since February 2016. NETA cultivates and processes marijuana and marijuana infused products (MIPs) at its state of the one art facility in Franklin.
- Financially, NETA has been able to meet all of its obligations and maintains a balanced budget.
- NETA will continue to produce, improve, and broaden the wide slate of products that it currently offers.
- Retail demand will dictate the timing of NETA's entrance into the supply side of the wholesale marketplace.

Operationally, this entails:

- Expanding operational and compliance protocols under 935 CMR 500 & 935 CMR 501;
- Expanding recruitment in disproportionately impacted communities;
- Hiring additional staff;
- Developing new work schedules; and
- Defining and managing state and local application and public/political processes

Infrastructurally, this entails:

- Increasing flower and marijuana infused products production capacity;
- Construction of a retail space to conform with the dual use requirements under 935 CMR 500 and 935 CMR 501;
- Identifying automated aids to increase production output.

Investment Details

➤ NETA currently plans to self-fund these investments.

Cultivation and Processing – Franklin: Approximately \$12.0 MM in various projects have been identified and earmarked to increase our flower and MIPS production. The majority of the investment is focused on flower production, including increasing the amount of flowering space by approximately 30% and reinvesting in new, energy efficient technology and equipment to maximize the output of our current infrastructure.

Retail – Franklin: NETA plans to invest approximately \$1.5 million in infrastructure modifications to design and construct a new retail location. These modifications have not yet begun, but the design is currently being planned and all work is expected to be completed by Winter 2021.

Staffing: NETA plans to increase its staffing in Franklin while continuing to invest in technology and equipment to maximize output. Our current plan is to hire approximately 80 full-time equivalents (FTEs)



for staffing the new retail dispensary. Additionally, we have various initiatives underway that aim to improve our efficiency in serving patients and customers while maintaining a similar approach to patient and customer service.

Revenue

Our current projections estimate 2020 revenues around \$115 million. We assume that in 2020 approximately 80% of revenues will be derived from adult use sales. Our assumption is that for 2020 NETA will continue to be able to sell a majority of the products that it manufactures at retail. We base this assumption on historical precedent as realized by NETA principals' participation in other jurisdictions that first allowed medical, and then adult use marijuana sales; and the fact that although competition will increase in Massachusetts, overall market demand, which when significantly converted from illicit sources to the regulated market represents an increase of 1000%+ over the current medical market, will take some time to be fully served by an expanded slate of licensees.

Expenses

Assuming a January 2021 launch of the Franklin retail dispensary, our current projections estimate 2020 expenses related to the operations of an additional dispensary location around \$5.0 million, excluding capital expenditures. We project the following operating expense mix as follows: Personnel (65%) and Operating Expenses (35%).

In addition to generous Host Agreements and its patient subsidy programs, NETA intends to continue its numerous charitable efforts through NETA Cares and donations to local community initiatives.



COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

COMPANY:
JAMES RIVER INSURANCE COMPANY
6641 WEST BROAD STREET, SUITE 300
RICHMOND, VA 23230

POLICY NUMBER
00087138-1

1. NAMED INSURED AND MAILING ADDRESS

New England Treatment Access LLC
dba Neta
5 Forge Parkway
Franklin, MA 02038

PRODUCER: 20342

R-T Specialty, LLC (Atlanta)
5565 Glenridge Connector, Suite 550
Atlanta, GA 30342

2. **POLICY PERIOD:** From 11/26/2019 to 11/26/2020 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON STATEMENTS IN THE APPLICATION(S) AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. LIMITS OF INSURANCE

General Aggregate Limit	\$ 10,000,000	
Products / Completed Operations Aggregate Limit	\$ 10,000,000	
Personal & Advertising Injury Limit	\$ 10,000,000	Any one person or organization
Each Occurrence Limit	\$ 10,000,000	
Damage to Premises Rented to You Limit	\$ 50,000	Any one premises
Medical Expense Limit	Excluded	Any one person
Deductible	\$ 5,000	Each claim

4. **RETROACTIVE DATE (CG 00 02 only)** – This insurance does not apply to “Bodily Injury”, “Property Damage” or “Personal and Advertising Injury” which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: See AP5046US-1212 - Amendment of Limits of Insurance and Retroactive Date

5. LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY (Same as Item 1 unless shown below):

- 1) Mfg - 5 Forge Parkway, Franklin, MA 02038
- 2) Dispensary - 118 Conz St, Northampton, MA 01060
- 3) Dispensary - 160 Washington St, Brookline, MA 02445
- 4) Parking lot - 19 Boylston St, Brookline, MA 02445
- 5) Parking lot - 0 Boylston St, Brookline, MA 02445
- 6) Parking lot - 111 Boylston St, Brookline, MA 02445

6. DESCRIPTION OF BUSINESS

Form of Business: Limited Liability Co

Business Description: Recreational Marijuana Cultivation, Processing, Retail & Product Advice

7. CLASSIFICATION AND PREMIUM

CLASSIFICATION	CODE NO.	EXPOSURE	DESCRIPTION	RATE	ADVANCE PREMIUM
Locations 1 - 6: Recreational Marijuana - Mfg	59774A	91,000,000	Per \$1,000 of Receipts / assets	Refer to LS2025US 0907 Life Sciences Premium Endorsement	314,817.00
Locations 1 - 6: Recreational Marijuana - Dist	18707A	1,000,000	Included	Included	Included
Company Fee					\$350.00

Premium Shown is Payable at Inception Audit Frequency (if applicable): Annual	Total Policy Premium: \$315,167.00 May be Subject to Audit
--	---

8. FORMS / ENDORSEMENTS APPLICABLE:

See Schedule A – Schedule of Forms

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

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

Policy Premium	\$314,817.00
TRIA	
Surplus Lines Tax	\$12,592.68
Stamping Fee	
Policy Fee	\$350.00
Broker Fee	\$6,296.00
Total	\$344,055.68

SCHEDULE A

FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY:

POLICY NO. 00087138-1

FORM NUMBER	DESCRIPTION
LS0005US-0416	Commercial General Liability Policy Declarations
AP0001US-0403	Schedule A
CG0002-1207	Commercial General Liability Coverage Form -Claims Made
CG0435-1207	Employee Benefits Liability Coverage
AP2702US-0107	Extended Reporting Period Endorsement
AP2704US-0406	Restricted Reporting Endorsement
AH2307US-1016	Deductible Endorsement - Damages and Expenses
AP2103US-0607	Minimum Policy Premium
AP5033US-0811	Aggregate Cap on Supplementary Payments (Defense Costs) in Addition to Limits of Insurance
AP5046US-1212	Amendment of Limits of Insurance and Retroactive Date
LS2010US-0505	Non-Stacking Endorsement
LS2025US-0907	Life Sciences Premium Endorsement
LS2012US-0505	Professional Liability Endorsement
AP2004US-0403	Additional Insured - Managers or Lessors of Premises
AP5004US-1106	Waiver of Subrogation as Required by Contract
AP2104US-1012	Common Policy Conditions
AP2107US-0403	Binding Arbitration
CG0068-0509	Recording and Distribution of Material or Information in Violation of the Law
	Exclusion
CG2135-1001	Exclusion - Coverage C - Medical Payments
CG2136-0305	Exclusion - New Entities
CG2147-1207	Employment-Related Practices Exclusion
CG2167-1204	Fungi or Bacteria Exclusion
IL0021-0908	Nuclear Energy Liability Exclusion
AH2309US-1003	Exclusion - Designated Operations
AP1008US-0905	HIPAA Exclusion
AP2020US-1206	Exclusion - Occupational Disease
AP2028US-0505	Exclusion - Electronic Media
AP2031US-0411	Exclusion - Cross Suits
AP2032US-0518	Exclusion - Employers Liability
AP2036US-1105	Absolute Pollution and Pollution Related Liability - Exclusion
AP2111US-1105	Exclusion - Punitive Damages
AP5054US-0311	Combined Policy Exclusions
AP5058US-1215	Exclusion - Business Conduct
GC2131US-0403	Fiduciary Exclusion
GC2139US-1012	Exclusion of Liability - Other Policies
LS2005US-1110	Specified Products Exclusion Endorsement
LS2020US-1108	Additional Specific Product Exclusion
LS2101US-1108	Specified Nutraceutical Substances Exclusion
LS2108US-0219	Exclusion - Health Hazards - Tobacco & Cannabis Business
MC2161US-0903	Exclusion - Designated Product(s)
AP1027US-0518	Massachusetts Changes - Nonrenewal
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage
CG2175-0115	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism

ILP001-0104	Committed Outside the United States
	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory
	Notice to Policyholders
AP0100US-0403	Privacy Policy

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 attorney 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 attorney 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 only if you are in the business of manufacturing, distributing, 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 or 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 in the state 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 7 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.

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. Distribution Of Material In Violation Of Statutes

"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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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 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 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 or websites 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.

I. 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. Distribution Of Material In Violation Of Statutes

"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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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 Paragraphs **(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or 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 by attachment of an endorsement.

(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 non-renewal 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 in the state 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, by-laws 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, roadbeds, 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 in the state 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.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000 each employee	\$ 5,000	Included
	\$ 1,000,000 aggregate		
Retroactive Date:	11/26/2014		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (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.

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

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

c. A "claim" 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.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, 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. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2. and **3.** of **Section II – Who Is An Insured** are replaced by the following:**

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. 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 Endorsement.
- 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 no other similar insurance applies 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 under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement 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 of the policy to which this endorsement is attached, 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.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.
- d. 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 we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission 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 without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, 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 any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty 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 the total amount that all such other insurance would pay for the loss in absence of this insurance; and 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 Schedule of this endorsement.

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 limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The 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 "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the 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 Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

Section V - Extended Reporting Period is deleted in its entirety and replaced by:

SECTION V – EXTENDED REPORTING PERIOD

1. We will provide one or more Extended Reporting Periods as described below, if:
 - a. This Coverage Part is cancelled or not renewed unless such cancellation or non renewal is due to non payment of premium or deductibles or your failure to comply with all the terms and conditions of this policy; 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," "personal and advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period nor do they reinstate or increase the Limits of Insurance. 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 cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins with the end of the policy period and ends:
 - a. Thirty (30) days after the end of the policy period with respect to claims reported to us, in accordance with the Duties in the Event of "Claim" or "Suit" provisions, as amended by endorsement to this policy; or
 - b. Thirty (30) days after the end of the policy period for all other claims.

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. A Supplemental Extended Reporting Period may be available, but only by endorsement and for an extra charge. This Supplemental Extended Reporting Period, if purchased, begins with the end of the policy period and ends on the date specified in Endorsement AP2703US with respect to "claims" first made to the insured after the end of the policy period and reported to us during the Supplemental Extended Reporting Period.

- a. To purchase a Supplemental Extended Reporting Period endorsement, you must give us a written request for this endorsement within 30 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless we have received your payment of the additional premium.
- b. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - 1. The exposures insured;
 - 2. Previous types and amounts of insurance;
 - 3. Limits of Insurance available under this Coverage Part for future payment of damages; and
 - 4. Other related factors.
- c. Endorsement AP2703US 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 begins.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTRICTED REPORTING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

ITEM 2. Duties in the Event of Occurrence, Offense, Claim Or “Suit” is deleted and replaced with the following:

2. Duties in the Event of “Claim” or “Suit”

- a.** The insured shall provide written notice to us as soon as practicable following receipt of any “claim” or “suit”. The insured shall also include in such written notice details of the “claim” or “suit”.
- b.** If a “claim” or “suit” is received by any insured:
 - (1)** Immediately record the specifics of the “claim” or “suit” and the date received; and
 - (2)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
- c.** You and any other involved insured must:
 - (1)** Authorize us to obtain records and other information;
 - (2)** Fully cooperate with us or our designee in the investigation, settlements, conduct of “suits” or other proceedings and the enforcing of any right of contribution or indemnity against another who may be liable to you. You shall, as we at our discretion may require, attend hearings and trials, assist in securing and giving evidence, and obtaining the attendance of witnesses; and
 - (3)** Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of “damage” to which this insurance may also apply.
- d.** No insured will, except at the Insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

SECTION VI – DEFINITIONS is amended to include:

“Claim” means a written demand for monetary damages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DEDUCTIBLE ENDORSEMENT – DAMAGES AND EXPENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible	
If provided by this policy:		
Bodily Injury Liability, Property Damage Liability, Professional or Personal and Advertising Injury Liability	\$	PER CLAIM

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

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, Professional or Personal and Advertising Injury Liability, or any other coverage provided by this policy, to pay "claims expense" and damages on your behalf applies only to the amount of "claims expense" and damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
2. The deductible amount shown above applies under the coverages respectively to all "claims expense" and damages sustained by one person, or organization, as the result of any one "occurrence".
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties in the event of an "occurrence", offense, claim, or "suit"apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount on your behalf to effect settlement of any claim or "suit". This advance payment on your behalf will be invoiced to you and shall be promptly reimbursed to us within 30 days of the invoice date. Failure to reimburse us for deductible amounts paid on your behalf may result in policy cancellation as stated in common policy conditions.
5. "Claims expense" shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds incurred by us. "Claims expense" does not include salary charges of regular employees of the Company.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM POLICY PREMIUM

This endorsement modifies and amends insurance provided under the following:

ALL COVERAGE PARTS

This endorsement sets forth the minimum earned premium for the policy. The minimum earned premium for this policy is calculated in accordance with the following:

1. The minimum premium for the policy period is 100% of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by audit.
2. Audits that indicate a return premium will not reduce the minimum as stated in paragraph 1.
3. If the insured cancels this policy and the policy is not subject to audit, the return premium will be 90% of the unearned policy premium; however in no event will the Company retain less than **25%** of the minimum premium shown in paragraph 1. above.
4. If the insured cancels this policy and the policy is subject to audit, the earned premium will be determined by final audit, however in no event will it be less than **25%** of the minimum premium as described in paragraph 1. above.
5. If the Company cancels the policy for any reason, other than for non-payment of premium, then the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AGGREGATE CAP ON SUPPLEMENTARY PAYMENTS (DEFENSE COSTS) IN ADDITION TO LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

AGGREGATE CAP ON SUPPLEMENTARY PAYMENTS: \$ 1,000,000
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SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** are amended by adding the following:

Supplementary Payments shall reduce the Limits of Insurance of this policy after such payments paid or authorized by us have first exhausted the Aggregate Cap on Supplementary Payments amount shown in the Schedule above. Upon exhaustion of the Aggregate Cap on Supplementary Payments, all additional Supplementary Payments shall reduce the Limits of Insurance and first be subtracted from the Limits of Insurance with the remainder, if any, being the amount available to pay damages because of “bodily injury” or “property damage” or “personal and advertising injury” to which this insurance applies.

Our duty to defend any claim or “suit” or to pay any settlement, judgment or award ends after we have paid the applicable Limits of Insurance as set forth in this policy, regardless of whether or not the Aggregate Cap on Supplementary Payments has been exhausted. Upon exhaustion of the Limit of Insurance of the policy, by the payment of settlements, judgments, awards or because Supplementary Payments have reduced the Limits of Insurance, we shall have the right to withdraw from any further defense by tendering control of the defense of the “suit” to you, regardless of whether or not the Aggregate Cap on Supplementary Payments has been exhausted.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, a.(2) is deleted and replaced with the following:

(2) Our right and duty to defend ends when we have (i) used up the applicable Limits of Insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**, regardless of whether or not the Aggregate Cap on Supplementary Payments has been exhausted, or (ii) when we have used up the applicable Limits of Insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C** or Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Payments or any combination thereof.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement, a.(2) is deleted and replaced with the following:

(2) Our right and duty to defend ends when we have (i) used up the applicable Limits of Insurance in the payment of judgments or settlements under Coverage **A** or **B** or medical expenses under Coverage **C**, regardless of whether or not the Aggregate Cap on Supplementary Payments has been exhausted, or (ii) when we have used up the applicable Limits of Insurance in the payment of judgments or settlements under

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Coverage **A** or **B** or medical expenses under Coverage **C** or Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Payments or any combination thereof.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is deleted and replaced with the following:

1. We will pay, with respect to any claim we investigate or settle or any “suit” against the insured we defend:
 - a. All expenses we incur, including the cost of investigations, adjustment and legal expenses.
 - 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 costs court taxed against the insured in the “suit”. However, these payments do not include 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 the 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 until we have paid the full amount of the Aggregate Cap on Supplementary Payments. Upon exhaustion of this Aggregate Cap on Supplementary Payments, any additional Supplementary Payments will 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”;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

- (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 until we have exhausted the Aggregate Cap on Supplementary Payments. whereupon, these payments will 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:

- a.** We have used up the applicable Limits of Insurance in the payment of judgments or settlements, regardless of whether or not the Aggregate Cap on Supplementary Payments has been exhausted; or
- b.** We have used up the applicable Limits of Insurance in the payment of Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Payments; or
- c.** The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION III – LIMITS OF INSURANCE paragraphs **2., 3., 4., 5, and 6.** are deleted and replaced with the following:

- 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.** All Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Payments.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for the sum of damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and all Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Payments.
- 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 and all Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Payments because of all "personal and advertising injury" sustained by any one person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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**; and
 - c. All Supplementary Payments made after the exhaustion of the Aggregate Cap on Supplementary Paymentsbecause 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 and all Supplementary Payments made after the exhaustion of the Aggregate Cap on 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE AND RETROACTIVE DATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends only the Limits of Insurance and the Retroactive Date shown in the Declarations as explained below.

SCHEDULE OF LIMITS A

FIRST RETROACTIVE DATE OF 11/26/2014 APPLIES TO LIMITS OF INSURANCE BELOW:		
EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 50,000	Any one premises
MEDICAL EXPENSE LIMIT	Excluded	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	

SCHEDULE OF LIMITS B

SECOND RETROACTIVE DATE OF 11/26/2015 APPLIES TO LIMITS OF INSURANCE BELOW:		
EACH OCCURRENCE LIMIT	\$ 5,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 50,000	Any one premises
MEDICAL EXPENSE LIMIT	Excluded	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ 5,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$ 5,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 5,000,000	

SCHEDULE OF LIMITS C

THIRD RETROACTIVE DATE OF 11/26/2019 APPLIES TO LIMITS OF INSURANCE BELOW:		
EACH OCCURRENCE LIMIT	\$ 10,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 50,000	Any one premises
MEDICAL EXPENSE LIMIT	Excluded	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ 10,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$ 10,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 10,000,000	

To determine which Schedule of Limits, if any, applies:

For all "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" which first occurred or was first committed prior to the Second Retroactive Date, the Schedule of Limits A applies. Schedule of Limits A also applies to all "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" which first occurred or was first committed prior to the First Retroactive Date provided that the same "Bodily Injury", "Property Damage" and "Personal and Advertising Injury" also occurred or was committed on or after the First Retroactive Date and prior to the end of the policy period.

For all "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" which first occurred or was first committed on or after the Second Retroactive Date and prior to the Third Retroactive Date, the Schedule of Limits B applies.

For all "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" which first occurred or was first committed on or after the Third Retroactive Date and prior to the end of the policy period, the Schedule of Limits C applies.

To determine when the "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury occurred or was committed for purposes of determining which Schedule of Limits, if any, applies:

All "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice or decision will be deemed to be the same "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" and will be deemed to have occurred or been committed when the earliest of such connected "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" actually occurred or was committed. All such "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" will be deemed to be the same "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury" and have occurred or been committed at the same earliest time even though the nature and extent of any resulting injury or damage may change and even though the resulting injury or damage may be continuous, progressive, cumulative, changing or evolving, and even though the resulting injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm.

Under no circumstance shall more than one Schedule of Limits apply to the same "Bodily Injury", "Property Damage" or offense causing "Personal and Advertising Injury". The Schedule of Limits cannot apply cumulatively and cannot be stacked or aggregated.

This endorsement does not modify or alter any of the terms or conditions in the policy other than the Limits of Insurance and the Retroactive Date shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING ENDORSEMENT

ALL COVERAGE PARTS

If this policy and any other policy issued to you by us apply to the same claim or "suit", the maximum Limit of Liability under all policies shall not exceed that of the policy with the highest applicable Limit of Liability.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIFE SCIENCES PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Composite Rate

The premium stated in the declarations of this Policy is an estimated premium only. Upon expiration of the policy, the earned premium shall be computed by applying a rate of:

\$3.42 per \$1,000 of revenue

If the earned premium thus computed exceeds the estimated premium paid, you shall pay the excess to us.

It is understood that a complete re-survey of the exposures and revision of rate may be made at any time at our request. You agree to notify us at any time exposures change or your operation changes.

Exposure Base Definitions

One or more of the following may be entered under the Exposure column of the Declarations. These Exposure Bases designate the base used for determining your premium. The following are definitions of these Exposure Bases.

"Receipts" or "Revenue" means:

1. 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; and
 - d. Dues or fees.
2. 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; and
 - f. Repossession of items sold on installments (amount actually collected.)
3. 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.
 - c. Allowances for damaged and spoiled goods;
 - d. Finance charges for items sold on installments;
 - e. Freight charges on sales if freight is charged as a separate item on customers invoice; and
 - f. Royalty income from patent rights or copyrights which are not product sales.

The rates apply per \$1,000 of receipts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

“Participant” or “Participants” means:

The total annual number of individuals who enroll as test subjects in clinical trials covered during the policy period.

The rates apply per participant.

The following Premium Audit Condition is added to this policy. If the policy already includes a Premium Audit Condition, such condition is deleted and replaced with the following:

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.
- 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. We have the right, but not the obligation, to conduct a physical audit of records needed for premium computation after the expiration of this policy.
- d. Your refusal to maintain or provide needed records, or to allow us to conduct a physical audit of needed records, will result in our developing and calculating a final audit premium based on information available to us and without your cooperation. If final premium audits calculated without your cooperation result in additional premium, you are obligated to pay such additional premium.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The definition of "occurrence" in **SECTION VI - DEFINITIONS** is deleted and replaced by the following:

"Occurrence" means

- a. an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. acts, errors or omissions in the rendering or failure to render those professional services specified in the Declarations Page of this policy.

The following exclusion is added to the policy:

This insurance does not apply to any claim or "suit" arising out of:

1. The rendering of or failure to render direct patient care by any person or organization, including the furnishing of medical services, medication or appliances, or the furnishing of beverages to a patient;
2. Any malpractice, error, act or omission committed during the rendering of or failure to render medical professional services or advice by any health care provider, resident, intern or other person or organization under contract or agreement with you.
3. Any criminal act by any professional care provider;
4. Any liability that you or your employee may have as a proprietor, hospital administrator, officer, stockholder or member of the board of directors, trustees or governors of any
 - a. Hospital, nursing home or sanitarium;
 - b. Clinic with bed and board facility; or
 - c. Laboratory or other business.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SCHEDULE

Where required by written contract or written agreement.

Who is an "Insured" is amended to include as an Insured the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability directly caused by the ownership, maintenance or use of that part of the premises leased to you by the Additional Insured and shown in the Schedule.

Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

With respect to the coverage afforded to the Additional Insured, the following exclusions apply:

This coverage 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 or organization shown in the Schedule;
3. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured;
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the claimed negligence of the Additional Insured other than directly caused by "your work" in the ownership, maintenance or use of that part of the premises leased to you which shall be imputed to the Additional Insured; or
5. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CARFEULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMON POLICY CONDITIONS

All Coverage Parts in this policy are subject to the following Conditions.

1. CANCELLATION AND NON-RENEWAL

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- E. 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 unless cancellation is due to non payment of premium, in which case the refund may be less than 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.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.

If we elect not to renew this policy, we shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the policy term.

2. 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.

3. 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 policy, 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.

4. 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.

5. SERVICE OF SUIT

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the Company's President, or his nominee, at the address shown on the Declarations page of this policy, and that in any suit instituted against any one of them upon this policy, this Company will abide by the final decision of

such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, this Company hereby designates 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 their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

6. TERMS, CONDITIONS AND PREMIUM

On each renewal, continuation, anniversary of the effective date of the policy or on an annual basis, the Company will determine the rate and premium and/or amend the terms and conditions in accordance with the rates and rules then in effect.

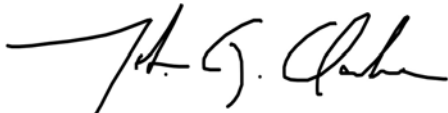
7. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless signed by duly authorized representatives of this Company.

VICE PRESIDENT

A handwritten signature in black ink, appearing to read "J. G. Cohen", written over a horizontal line.

PRESIDENT

A handwritten signature in black ink, appearing to read "Richard J. Schantz", written in a cursive style.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Should we and the insured disagree as to the rights and obligations owed by us under this policy, including the effect of any applicable statutes or common law upon the contractual obligations otherwise owed, either party may make a written demand that the dispute be subjected to binding arbitration.

When such a request is made, The American Arbitration Association shall be used, with each party selecting an arbitrator from the list of qualified arbitrators for insurance coverage disputes provided by that Association. The two chosen arbitrators shall select a third arbitrator from the same list; if they cannot agree to a selection, The American Arbitration Association shall make the selection for them. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and of the arbitration process. A decision agreed to by two of the arbitrators will be binding.

In the event you prevail in the arbitration and we promptly offer to you arbitration costs and reasonable attorney fees incurred in connection therewith, in addition to the disputed contract benefit, you shall have no right to sue us for breach of implied covenants or unreasonable withholding of contract benefits.

To the extent that we prevail in the arbitration, the arbitrators may award us any expenses and/or damages incurred or paid under reservation of rights in excess of our contract obligations as determined by the arbitrators.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **q.** of Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

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

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

- B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

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

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

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:

(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.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Operation(s):

The furnishing and permitting of consumption of cannabis products.

Specified Location (If Applicable):

Any and all of the insureds locations on file with the company and conventions, tradeshow, festivals, or other special events where cannabis will be distributed and/or consumed.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIPAA EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This insurance does not apply to claims or suits or penalties or other expenses arising from or in connection with any violation of the Health Insurance Portability and Accountability Act of 1996, or its associated regulations (as may be extended or reenacted).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
COMMERCIAL EXCESS LIABILITY COVERAGE
CONTRACTORS COMBINED LIABILITY POLICY

This insurance does not apply to:

- 1) any “bodily injury” to any insured’s employee(s) arising from an “occupational disease(s);” or
- 2) any “bodily injury” to any person or any claims by any person that they sustained “bodily injury” or the fear of sustaining “bodily injury” arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance, including any dust or fumes there from, arising out of the insured’s operations.

“Occupational disease(s)” means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured’s operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or, toxic agent or substance including any dust or fumes there from arising out of the insured’s operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC MEDIA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The coverage under this policy does not apply to any claim or “suit” based on directly or indirectly arising out of the:

1. Misdirection of electronic mail or other electronic media, including but not limited to, an intranet, extranet or internet connection;
2. Loss of client information transmitted via electronic media;
3. Unintentional introduction of a computer virus, worm or malware to a third party computer, computer system, or network causing harm or damage to a computer, computer system, or network; or
4. Unintentional or unauthorized access by a third party to a computer, computer system, or network, without authorization or exceeding authorization; or arising from the use of electronic media; including but not limited to, possession of an internet website.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” or any other claim for damages brought by any insured covered by this policy, against any other insured that has an ownership interest in, is operated, controlled, or managed by or is a parent, subsidiary or affiliate of any such insured.

This exclusion does not apply to any additional insured added to this policy by endorsement if such additional insured is:

1. specifically named in the Schedule of such endorsement, or
2. an indemnitee in a written contract or written agreement between any Named Insured and any additional insured signed before the date of the first “occurrence” or first offense and requiring the Named Insured to add such indemnitee as an additional insured;

Provided such additional insured:

- a. is not a parent, subsidiary or affiliate of the Named insured;
- b. does not have any ownership interest in the Named insured;
- c. is not owned, operated, controlled or managed by the Named insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Employer's Liability exclusion under **SECTION I—2. Exclusions**, of this policy is deleted and replaced with the following:

This insurance does not apply to any claim, "suit", cost or expense arising out of "bodily injury" to:

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

This exclusion applies:

- a. Whether any insured may be liable as an employer or in any other capacity; and/or
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury; and/or
- c. To liability assumed under any "insured contract".

Wherever the word "employee" appears above, it includes any member, associate, "leased worker", "temporary worker" or any person or persons loaned to or volunteering services to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY – EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added to this policy. If the policy already includes a pollution exclusion or a pollution-related exclusion, such exclusion(s) is(are) deleted and replaced with the following:

Pollution/environmental impairment/contamination is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising out of or alleged to have arisen out of same. All liability and expense arising out of or related to any form of pollution, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any insured or any other person or entity is excluded throughout this policy.

This insurance does not apply to any damages, claim, or suit arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" including but not limited to any:

- a. "Bodily injury", "personal and advertising injury", "property damage", or damages for the devaluation of property, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or
- b. Any loss, cost, expense, fines and/or penalties arising out of any (1) request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess same, the effects of "pollutants", environmental impairments, contaminants or (2) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of "pollutants", environmental impairments, or contaminants into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when.

This exclusion applies regardless of whether:

- a. Injury or damage claimed is included within the "products-completed operations hazard" of the policy; or
- b. An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following definition is added to the policy. If the policy already includes a definition of "pollutants" such definition is deleted and replaced with the following:

"Pollutants" mean any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleums, chemicals or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

COMBINED POLICY EXCLUSIONS, DAMAGES LIMITATION EXCLUSION is deleted in its entirety and replaced with the following:

Damages mean a monetary judgment, award, or settlement. Damages do not include:

- a. Civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise; or
- b. Judgments or awards arising from acts or omissions deemed uninsurable by law; or
- c. The restitution of consideration or expense paid to you for professional services rendered or which should have been rendered; or
- d. Disputed fees or any actual or alleged personal profit or advantage to which you are not legally entitled; or
- e. Punitive or exemplary damages and the multiplied portion of multiplied damages; or
- f. Equitable or non-pecuniary relief.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

COMBINED POLICY EXCLUSIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusions are added to this policy:

ABSOLUTE ASBESTOS, LEAD OR SILICA EXCLUSION

Injury or damages, including any claim or suit, arising out of, resulting from, caused or contributed to by Asbestos, Lead or Silica is not covered under this policy, nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of same, including but not limited to any:

- a. "Bodily injury", "personal and advertising injury", "property damage" or damages of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, or toxic substances of or from Asbestos, Lead or Silica in any form, or from any goods, products or structures containing same, or "property damage" or devaluation of property arising from any form of same; or
- b. Existence of Asbestos, Lead, or Silica, in any form, in occupancy or construction, or the manufacture, sale, transportation, handling, storage, disposal, or removal of same, or goods or products containing same; or
- c. Loss, cost, expense, fines and/or penalties arising out of any (1) request, demand, order, governmental authority or directive or that of any private party or citizen action 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 Asbestos, Lead, or Silica, or (2) any litigation or administrative procedure in which any insured or others may be involved as a party in response to the effects or alleged effects of Asbestos, Lead, or Silica; or
- d. Supervision, instructions, recommendations, requests, warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same or in any way responding to or assessing the effects of same; or
- e. Actual or alleged Asbestosis, Lead poisoning, Silicosis or any other similar condition.

This exclusion applies regardless of whether:

- a. Injury or damage claimed is included within the "products/completed operations hazard" of the policy; or
- b. An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

DISCRIMINATION EXCLUSION

Discrimination charges, of any kind, actual and alleged, are not covered under this policy, nor are any expenses or obligation to share damages with or repay another who must pay damages from same.

DAMAGES LIMITATION

Damages mean a monetary judgment, award, or settlement. Damages do not include:

- a. Civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise; or
- b. Judgments or awards arising from acts or omissions deemed uninsurable by law; or
- c. The restitution of consideration or expense paid to you for professional services rendered or which should have been rendered; or
- d. Disputed fees or any actual or alleged personal profit or advantage to which you are not legally entitled; or
- e. Equitable or non-pecuniary relief.

DUTY TO DEFEND EXCLUSION

Where there is no coverage under this policy, there is no duty to defend.

PROFESSIONAL LIABILITY EXCLUSION

Professional liability, malpractice, errors, omissions, or acts of any type including rendering or failure to render any type of professional service is not covered under this policy nor are any expenses nor any obligation to share damages with or repay anyone else who must pay damages from same, unless such coverage is specifically endorsed onto this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—BUSINESS CONDUCT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions i. Infringement Of Copyright, Patent, Trademark Or Trade Secret is replaced by the following:

2.i. This insurance does not apply to any claim or “suit” arising out of:

- (a) any actual or alleged anti-trust law violation, unfair competition, price fixing or agreement or conspiracy to restrain trade;
- (b) any actual or alleged infringement of copyright, patent, trademark, service mark, right of publicity, slogan, trade dress, trade secret or other intellectual property rights; whether or not in your “advertisement”;
- (c) any actual or alleged false advertising, false designation of origin, product disparagement, trade libel, or other claims arising out of unfair competition, whether or not in your “advertisement”;
- (d) any actual or alleged violation by any insured, or by anyone with the insured’s knowledge, of any law or regulation imposing the payment of any fine, penalty or restitution arising out of the prosecution of any crime or criminal action; or any civil action arising out of such alleged criminal activity, whether or not actually prosecuted; or
- (e) any products or goods manufactured, sold, handled or distributed or work completed by the Insured or others operating under the direction or control of the Insured in violation of any law, statute or ordinance of any state or municipal government, or any agencies thereof, including violations of any unfair competition statutes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIDUCIARY EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This policy does not apply to any claim arising out of the:

1. Coercion, conversion or misappropriation of others' funds or property;
2. Any dishonest, fraudulent, criminal, malicious acts or omissions of the insured, partner or employee or any person for whom you are legally responsible; or
3. Any activities or operations performed in the capacity of a fiduciary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LIABILITY – OTHER POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY
COMMERCIAL EXCESS LIABILITY COVERAGE

Schedule of Designated Policies

Policy Number

00097663-0

Company Name

James River Insurance Company

This insurance does not apply to any claim or "suit" which is covered under the insurance policies specifically designated in the above Schedule or the replacement, renewal or extension of such scheduled policies

This exclusion applies to any claim or "suit" which:

1. Is covered or would have been covered under the policies designated in the above Schedule, or, the replacement, renewal or extension of such scheduled policies, but for the exhaustion of limits, exclusion(s), or, cancellation or expiration of such policies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED PRODUCTS OR SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This insurance does not apply to any claim or "suit" arising out of the products or substances listed below. This insurance also does not apply to any claim or "suit" arising out of any product using or containing or consisting of any of the products or substances listed below.

This exclusion applies to any claim or "suit" arising out of the manufacturing, handling, advertising, distribution, sale, labeling, application, ingestion, consumption, testing, exposure to, or use of the products or substances listed below, whether as a separate ingredient or in combination with any other ingredient or substance in any product. This exclusion also applies to any claim or "suit" arising out of any derivative, combination of or extract of the products or substances listed below:

- Accutane
- DES (diethylstilbestrol, dienestrol or stilbene derivative)
- Ephedra
- Fenfluramine, Phentermine or Dexfenfluramine
- Isotretinoin
- Latex
- Oxycodone
- Phenylpropanolamine (PPA)
- Silicone
- Steroids or anabolic hormones
- Swine Flu vaccine including any and all strain or strains
- Thalidomide

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL SPECIFIC PRODUCT EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This insurance does not apply to any claim or "suit" arising out of the substances listed below. This insurance also does not apply to any claim or "suit" arising out of any product using or containing or consisting of any of the substances listed below.

This exclusion applies to any claim or "suit" arising out of the manufacturing, handling, advertising, distribution, sale, labeling, application, ingestion, consumption, testing, exposure to, or use of the substances listed below, whether as a separate ingredient or in combination with any other ingredient or substance in any product. This exclusion also applies to any claim or "suit" arising out of any derivative, combination of or extract of the substances listed below.

- 1. Dimethylamylamine, DMAA, 1,3-dimethylamylamine, methylhexanamine, 4-methylhexan-2-Amine HCL, geranamine, geranium extract, or geranium oil.
- 2. Dendrobium, Dendrobe Noble, Dendrobium Extract, Dendrobium nobile, Dendrobium officinale, Extrait de Dendrobium, Jin Chai Shi Hu (D. nobile), Nobile Dendrobium (D. nobile), Orchid Stem, Stem-Orchid, Tie Pi Shi (D. officinale), Vinterdendrobium (D. nobile).
- 3. 1,3-Dimethylbutylamine, 2-Amino-4-methylpentane Citrate, 4-Amino-2-Methylpentane Citrate, 4-Amino Methylpentane Citrate, Amperall, AMP, AMP Citrate, 4-AMP Citrate, 4-Methyl-2-Pentanamine
- 4. BMPEA, BmePEA, R-beta-methylphenethylamine, Beta-methylphenethylamine, or Acacia Rigidula extract
- 5. Picamilon, pikatropin, pikamilon, nicotinyl-gamma-aminobutyric acid, nicotinoyl-GABA, and 4-(Pyridine-3-carbonylamino)butanoic acid.
- 6. Methysynephrine; oxilofrine; p-hydroxyephedrine
- 7. Kratom; mitrgynine; 7-hydroxymitragynine
- 8. DMHA, Octodrine, 2-Aminoisoheptane, 2-amino-6-methylheptane, 2-amino-5-methylheptane
- 9. Eria Jarensis; N-phenethyl Dimethylamine; N-phenethyl Dimethylamine Citrate
- 10. Human Chorionic Gonadotropin (HCG)
- 11. Norcoclaurine, Higenamine, 1-[(4-Hydroxyphenyl)methyl]-1,2,3,4-tetrahydroisoquinoline-6,7-diol; 1-(p-hydroxybenzyl)-6,7-Dihydroxy-1,2,3,4-Tetrahydroisoquinolin; 1(S)-Norcoclaurine; dl-Demethylcoclaurine; DMC; Higénamine; Higenamine Hydrobromide; Higenamine Hydrochloride; Higenamine Oxalate; Higenamine Tartrate; O-Demethylcoclaurine
- 12. Tianeptine
- 13. Vitamin E Acetate, Tocopheryl Acetate
- 14. Diethylene glycol
- 15. Pulegone
- 16. Acrylonitrile
- 17. Acrolein
- 18. Diacetyl, acetoin, and 2,3-pentanedione

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED NUTRACEUTICAL SUBSTANCES EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This insurance does not apply to any claim or "suit" arising out of the substances listed below. This insurance also does not apply to any claim or "suit" arising out of any product using or containing or consisting of any of the substances listed below.

This exclusion applies to any claim or "suit" arising out of the manufacturing, handling, advertising, distribution, sale, labeling, application, ingestion, consumption, testing, exposure to, or use of the substances listed below, whether as a separate ingredient or in combination with any other ingredient or substance in any product. This exclusion also applies to any claim or "suit" arising out of any derivative, combination of or extract of the substances listed below.

- Aristolochia spp., Aristolochia, Aristolochia acids, Aristolochia fangchi, Akebia spp., Asarum spp., Bragantia spp., Clematis spp., Cocculus spp., Diplocisia spp., Fang Chi, Guang fang ji, Kan-Mokutsu, Menispermum spp., Mokutsu, Mu Tong, Fang ji, Sinomenium spp. and any adulterated botanicals, botanical derivatives or other products that contain aristolochic acid, aristolochic acid derivatives or aristolochic acid extracts
- Androstenedione and any derivatives and all steroid precursors
- Aristocholic Acid (Aristolochia)
- Bitter Orange
- Chapparral (Larrea divaricata)
- Colloidal Silver
- Comfrey (symphyum officinale)
- DES (diethylstilbestrol, dienestrol or stilbene derivative)
- Ephedrine alkaloids including ephedra, ephedrine, Ma Huang, Bishops Tea, Chi Powder, Methylephedrine, Norephedrine, Pseudoephedrine, Norpseudoephedrine
- Gamma Hydroxy Butyrate (GHB), Gamma Butyrate (GBL), Butanediol (BD)
- Germander (Teucrium chamaedrys)
- Germanium
- Glyburide, unlabeled glyburide, Liqiang 4, Liqiang Xiao Ke Ling (Liqiang Thirst Quenching Efficacious)
- Hormone Replacement of any kind
- Jin bu huan
- Kava (Piper methysticum)
- Lobelia (Lobelia inflata)
- Organ/glandular extracts
- Pennyroyal oil (hedeoma pulegloides)
- Pyrrolizidine alkaloids
- Sildenafil, Tadalafil and Vardenafil
- Skullcap (scutellaria lateriflora)
- Stephania and Magnolia
- Steroids or anabolic hormones
- THG (tetrahydrogestinone)
- Willow Bark
- Yohimbe (Pausinystalia yohimbe)

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HEALTH HAZARDS - TOBACCO & CANNABIS BUSINESS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS/COMPLETED OPERATIONS COVERAGE

A. The following exclusion is added:

This insurance does not apply to:

“Bodily injury” or “personal and advertising injury”, in whole or in part, from “tobacco products”, “electronic cigarettes and other vaporizing products”, “cannabis products” caused by or arising from:

1. Actual or alleged contraction, development, aggravation or exacerbation of, including but not limited to, any form of cancer, carcinoma, cancerous or pre-cancerous condition, arteriosclerosis, heart disease, or other diseases of the organs, vascular or immune systems of the human body, impaired development of fetuses or of any part of the human body, diseases of the eyes, psychosis, depression, or any other mental disorders;
2. Any claim, “suit”, class action or multiple district litigation whether certified or not, brought by any municipality, county, state or other governmental entity, public foundation, non-profit organization, interest group or similar entity, or by an individual(s) who has not directly suffered “bodily injury” or “personal and advertising injury”. This includes “bodily injury” or “personal and advertising injury” that occurs as the result of secondhand or thirdhand exposure;
3. Any claim, “suit”, class action, or multiple district litigation, whether or not certified as such, and including but not limited to those:
 - a. Seeking recovery of economic costs including costs for medical, police, or emergency services;
 - b. Alleging interference with a right common to the general public, including but not limited to claims for nuisance;
 - c. Alleging damages or seeking injunctive relief arising from marketing, distribution, or other sales or similar practices; or
 - d. Alleging damages or seeking injunctive relief arising from the design of “your product” or the failure to issue warnings or issuance of inadequate warnings.

However, this exclusion does not apply to “bodily injury” or “personal and advertising injury” whose sole cause is:

- (1) Abrupt, occurs suddenly, not gradual, specific to time and location that results in burns, cuts, abrasions, or fractures; or
- (2) Occurs from acute poisoning or illness resulting from the consumption, ingestion or inhalation of an adulterated product.

B. For the purposes of this endorsement only, the following definitions apply:

1. “Tobacco product” means:
 - a. Raw tobacco, cured tobacco, cigars, cigarillos, wrappers, pipe tobacco, chewing tobacco, snuff, snus, smokeless tobacco products, cigarettes, cigarette papers, tobacco smoke;
 - b. Hookah, non-cannabis herbal products used in the same manner as tobacco products;

- c. Chemicals, minerals, flavorings or other ingredient or products sprayed on, applied to, or customarily found within or used in conjunction with any tobacco product;
 - d. Any gaseous or solid residues or by-products of tobacco use or consumption.
- 2. "Electronic cigarettes or any other vaporizing product" means:

Any electronic device composed of a heating element, battery, cartridge that contains an electronic circuit, which when charged and activated provides a vapor of nicotine or any other substances that is inhaled by the user. This includes but is not limited to oral e-cigs, vapes, vape pens, e-bongs and e-hookah.
- 3. "Cannabis products" means:

Any product or good containing any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether the THC is natural or synthetic. This includes but is not limited to:

 - a. Plants of the genus *Cannabis L.* including roots, stems, stalks, leaves, flowers, buds, seeds;
 - b. Compounds, by-products, extracts, derivatives, mixtures, combinations, resins, oils, tinctures, waxes, lotions, infused liquids, or ingestibles;
 - c. Hashish or hash oil.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PRODUCT(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of your product(s):

Medical marijuana and products containing medical marijuana

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

This insurance does not apply to "bodily injury", "personal or advertising injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your product(s)" shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CHANGES – NON-RENEWAL

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The NON-RENEWAL Condition of this Policy is deleted and replaced with the following:

NON-RENEWAL

If we elect not to renew this policy, we shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 45 days prior to the end of the policy term.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**REJECTION OF COVERAGE
FOR CERTIFIED ACTS OF TERRORISM COVERAGE
(PURSUANT TO TERRORISM RISK INSURANCE ACT)**

SCHEDULE

THE INSURED WAS OFFERED AND

HAS DECLINED TERRORISM COVERAGE ON THIS POLICY

In accordance with the federal Terrorism Risk Insurance Act, this notice confirms that you were offered and have rejected coverage for terrorist acts certified under that Act.

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 million (valued in US dollars). In determining whether the \$25 million 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.

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

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

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

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

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

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

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

JAMES RIVER INSURANCE COMPANY

Privacy Policy

We do not sell customer information to nonaffiliated third parties, and we do not share customer information with nonaffiliated third parties except those parties who perform contractual services for us, and parties to which we are authorized to provide information by law. In addition, when we provide information to affiliates or non-affiliates, we limit those disclosures to information about your transactions and experiences with us and to disclosures otherwise permitted by law. You do not need to take any action to prevent us from selling or sharing information we obtain about you.

We use security measures and training in our effort to protect the customer information we collect. We protect the information we obtain about you by maintaining physical, electronic and procedural safeguards.

We collect the following types of information about you when you purchase or use our products and services. Most of the information that we obtain about you comes directly from you, such as through the insurance applications you submit when requesting insurance products. These applications and other inquiries we make of you allow us to learn information that we may use to contact you in the future, such as your name, address, telephone number and e-mail address. In addition, insurance applications and other information you provide enables us to determine the type and value of your insured property, the types of insurance coverages you have or in which you might be interested, and similar information.

If you visit an Internet site that we maintain, we might request or obtain information that will enable us to identify you as a registered user, such as your name, a user identification name, a password, password reminders, and your Internet service provider. We might use a "cookie" to retain some of this information. We also might obtain information about your operating system, web browser and similar information to enable us to improve the operation of our site.

When we consider products and services in which you may be interested, we often review information that we have about your past transactions with us or our affiliates, such as your existing or former policy coverages, premiums and payment history. In addition, we may learn information about your transactions with nonaffiliated third parties, including the types of products or services you obtained from them and your experiences with them. Finally, we may obtain other information from third parties that has a bearing upon your eligibility for the products or services you seek from us. This information may include your credit report or information about your creditworthiness, or other information maintained by consumer reporting agencies.

We provide customer information only to our affiliates and to nonaffiliates that must protect your customer information.

We also may provide information as mentioned in this notice to nonaffiliated third parties that perform services for us or perform functions on our behalf, such as marketing and research, or to other financial institutions with which we have joint agreements for activities such as marketing. By law, our contracts with these parties must prevent them from using the information they receive about you except as described in this notice.

Finally, we may share customer information as permitted by applicable law. This means that we will share information with parties as necessary to affect, administer, or enforce transactions that you request. For example, we might provide information to a company that processes, prints and mails our insurance policies to you, or to a company that adjusts claims under your policies. We also might disclose customer information to other entities specified by law, such as insurance advisory organizations, our attorneys and accountants, consumer reporting agencies, or civil and regulatory authorities. Federal law sets the limitations on these types of disclosures.

We strive to keep our records as accurate as possible. We attempt to maintain accurate records about you and we will gladly make appropriate corrections when you notify us. Of course, we do not control the accuracy of information gathered and provided by third parties, and you may need to notify third parties directly if you believe that any information we received from them is inaccurate. You may request the name and address of any consumer-reporting agency from which we obtain a report on you. You then may contact that consumer-reporting agency to request a copy of the report it makes or to advise of any changes to the information they maintain and report.

We will provide one copy of this Privacy Policy to joint contract holders. Please share this information with everyone covered under your policy or contract.



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Separating Recreational from Medical Operations

NETA will create a clear division of its medical and adult use retail cannabis operations. The operational plan will optimize flow and efficiency of line management, while maintaining its warm and professional atmosphere. NETA commits to ensuring continued access to the services and products upon which our registered medical marijuana patients have come to rely on. This division will be accomplished through entry procedures into the facility, through physical separation by use of line stanchions, and as appropriate, within the floor area by staff direction. NETA will maintain a 35% inventory reserve for medical marijuana patients. Medical and adult use transactions will be separated through the Point of Sale (POS) system. Unlike medical patients, adult use consumers will not be required to maintain a profile through the POS system or have purchases dispensed through the Medical Use Of Marijuana Online System. All purchases for adult use customers will be subject to applicable state and local taxes.

Inventory Reserve

In compliance with 935 CMR 502.140(9), NETA will ensure that at least 35% of its retail location specific inventory is reserved daily for registered medical marijuana patients. NETA will perform a daily audit of on-hand inventory in the dispensaries and designate 35% of each product type to be reserved for medical patients. For additional details regarding NETA's inventory reserve, please see the inventory procedures section.

Point of Sale Procedures

Once a patient reaches the Point of Sale (POS), a NETA staff person will once again request a valid photo identification and/or valid medical marijuana registration card and identification depending on the patient's age. If a caregiver is present with a registered patient, the staff person will also verify the ID and registration card of the caregiver. The POS system will prompt the dispensing agent to begin either a medical or an adult use transaction to ensure the transaction is processed under the correct classification.

For adult use transactions, NETA's POS system will not allow transactions for more than one ounce of flower or five grams of concentrate. The POS system is designed to ensure that applicable taxes are collected on every adult-use transaction.

For medical use transactions, NETA's POS will integrate with the Mass CIP to verify the patient's available purchase limit and record the transaction in the patient's Mass CIP profile. NETA's POS will prevent the transaction from exceeding the allowable amount verified through the Mass CIP. Both of NETA's dispensary operations in Brookline and Northampton utilize this integrated POS system and has been inspected and approved by the Cannabis Control Commission.





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Restricting Access to Age 21 and Older

NETA will ensure that access to its adult use retail operations are restricted to individuals age 21 and older. This will be accomplished through both strict procedures required for entry into the facility and redundant ID verification at the Point of Sale (POS) prior to dispensing. All NETA Dispensary employees and registered agents will be 21 years of age or older, per 935 CMR 500.030(1)(a).

Entry Procedures

All customers entering NETA's co-located dispensaries will be 21 years of age or older (935 CMR 500.050(5)), with the following exceptions:

If the individual is younger than 21 years old but 18 years of age or older, they will not be admitted unless they produce an active medical registration card issued by the CCC. If the individual is younger than 18 years old, he or she will not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification (935 CMR 500.140(3)). Individuals under 21 years old and presenting as registered patients will be verified against the Medical Use of Marijuana Online System prior to entry from the vestibule into the building in order to ensure that the patient and caregiver registration and certification are active and valid. Once inside the facility, any valid registered patient that is under 21 years of age will be directed to the "medical only" patient line.

In accordance with 935 CMR 500.140, NETA entry procedures will utilize, at minimum, one staff person at the entry door of the facility who will be responsible for positively identifying and verifying that the entrant is at least 21 years of age as evidenced by a valid form of identification and confirmed via ID scanner technology.

ID Verification at Point of Sale

Once an individual reaches the Point of Sale (POS), a NETA dispensary agent will again request a valid photo identification and again confirm that the individual is at least 21 years of age.

Only individuals over 21 years of age will be permitted to make an adult use transaction in NETA's POS system. The POS system will prompt the dispensing agent to begin either a medical or an adult use transaction to ensure the transaction is processed under the correct classification. All medical marijuana transactions will be recorded in the Medical Use of Marijuana Online System per NETA's current procedures.





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Quality Control and Testing

NETA has established effective measures for quality control that meet or surpass the regulatory requirements under 935 CMR 500 & 935 CMR 501. These procedures have been reviewed and approved by the CCC as well as local health officials in Brookline, MA.

Adherence to DPH Protocol & Metrc MA Testing Lab User Guide

All marijuana and marijuana products sold at NETA are tested for cannabinoid profile and contaminants at independent, ISO-accredited laboratories in compliance with the DPH's *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products*. Testing of environmental media, including solid growing media and water, is performed in compliance with *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*. NETA currently does not sell seeds or clones. In addition to strict adherence to the DPH's Testing Protocol, NETA also follows the *Metrc MA Testing Lab User Guide*.

Sample Collection and Testing

NETA initiates testing and collects samples for three product categories: flower, edibles, and infused products. For flower products, a sample is taken from every 10 lbs. of flower from the entire batch. The samples are then sent to the lab for testing. Sample weights vary depending on the screening to be performed. Then, the manifests for all the samples are created and verified using a quality control checklist by Inventory Specialists.

Infused and edible product samples are collected by MIP personnel, who homogenize the oil and prepare a sample that represents the overall batch. Inventory Specialists then quality check the sample in NETA's seed-to-sale tracking software, Leaf Logix, to ensure all information including sample weight, batch ID and product type is accurately documented. Finally, they enter the information into a "Testing Log" spreadsheet and complete the manifest. When an edible product is made from the original base oils, a cook or MIP technician will randomly select one of the finished edibles from the batch and prepare it for Inventory Specialists using the processes described above to send out for final testing.

All transportation of marijuana and marijuana products to and from Independent Testing Laboratories is conducted in full compliance with 935 CMR 500.105(11) and 935 CMR 501.105(11) - Storage Requirements, 935 CMR 500.105(13) - Transportation Between Marijuana Establishments, and 935 CMR 501.105(13) - Transportation Between MTCs.

Plant Inspection

NETA has established extensive quality control procedures to ensure the safety of all products that make their way to the consumer. Inspections of plant matter by employees assigned to the Cultivation, Harvest and IPM (Integrated Pest Management) teams are ongoing and continue regularly until products are packaged for sale. Harvest and IPM teams are equipped with hand lenses and microscopes for identification of contaminants that are only visible under magnification. In the flower department, inspections are performed by observing flowering tips with a hand lens. In the event any cannabis plant is found to have seeds, mold, bacteria, or other contaminants, harvest and cultivation supervisors are notified. If any issue cannot be treated or remediated and is isolated, individual plants will be culled and





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destroyed, with any remaining plants of a batch being placed into a quarantine area to await additional microbiological screenings. If the issue is not isolated or a batch fails screenings, whole batch disposal or remediation via processing in accordance with 935 CMR 500.160(12) & 935 CMR 501.160(11) is implemented. All data regarding pest pressures, contaminants, trichome development, structure, and plant health is recorded and kept on file.

Sanitary Conditions

NETA has developed a comprehensive environmental monitoring and maintenance program to ensure environmental conditions are safe and appropriate for patient, customer, employee, and plant health.

NETA enjoys a strong independent testing and inspection record. In the rare event that NETA receives a laboratory test result that indicates contamination, NETA employs the following protocols per 935 CMR 500.160(3) & 935 CMR 501.160(3):

- Assessment and determination as to whether the contamination can be remediated in full compliance with the DPH's *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries, Exhibit 8(A)*
- If remediation is appropriate, NETA will remediate accordingly and send for retesting.

In the event that laboratory test results indicate contamination that cannot be remediated, NETA will perform, at a minimum, the following protocols:

- Notification of regulatory authorities within 72 hours, which will include a proposed plan for destruction of contaminated product and assessment of the source of contamination;
- Communication to the testing laboratory that the contamination cannot be remediated and that the laboratory must also notify the regulatory authorities within 72 hours, separately and independently; and
- Submission of any information regarding contamination immediately upon request by any authorized regulatory authority.

If it is determined that a product recall is necessary, NETA will, at minimum:

- Dispose of any marijuana plant material or product, along with its associated batch in which contaminants are found to be present and which cannot be remediated, in a manner consistent with the procedures contained in NETA's Marijuana Disposal Policy and Procedures, 935 CMR 500.105(12) and 935 CMR 501.105(12) - Waste Disposal;
- Notify all retail locations, cultivation, MIPs and transportation teams of the recall as soon as possible;
- Notify patients, consumers or employees that have the recalled material or product as soon as possible; they will be asked to bring the material or product back to the retail location; and
- Assess, in collaboration with the CCC and local healthcare authorities, whether patient intervention is needed for patients or employees who were affected or might have been affected by contaminated materials or products.

NOTE: To date, no products have required recall efforts by NETA.





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All test results are retained for no less than three years. Additionally, independent of regulatory requirements, NETA often contracts with third parties for the sampling and testing of air quality in cultivation spaces and common areas of retail locations.





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PERSONNEL POLICIES

NETA's Human Resources and Personnel policies support its commitment to operational excellence and employee satisfaction. We believe that every person and position is essential to our success. NETA actively endeavors to provide our employees with opportunities for professional development and growth, skill training, and financial benefits including:

- Competitive salaries
- Medical and dental insurance
- Vision coverage
- Life insurance
- Disability plans
- Employee Assistance Program
- 401(k) Plan

NETA currently employs approximately 580 individuals. As a vertically-oriented organization, our workforce spans a broad scope of skills and responsibilities. These include: marijuana cultivation and harvesting, marijuana infused product manufacturing, packaging and labeling, logistics and transportation, security, compliance, inventory management, dispensary operations and administration, human resource management, sales and marketing, facility maintenance, accounting and finance, training, regulatory compliance, environmental health and safety, and philanthropic endeavors.

NETA is an Equal Employment Opportunity employer, and we are committed to an organization-wide policy of non-discrimination on the basis of race, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal and state law. Our employment policies provide equal employment opportunity to all persons on the basis of merit and apply to all full-time, part-time and temporary employees. NETA will continue to advertise its commitment to equal employment opportunity in advertisements of job openings and recruitment efforts in communities of disproportionate impact.

Diversity

NETA is committed to fostering, cultivating and preserving a culture of diversity and inclusion. NETA's primary focus for diversity and inclusion is to increase employment in the underrepresented areas of our workforce at all levels, including, but not limited to: women, veterans, American Indian or Alaska natives, Asians, Black or African Americans, and persons with disabilities. NETA's efforts include its recruiting relationships with talent acquisition organizations that are minority led/owned and serve diverse groups including populations affected by the criminalization of cannabis.

In addition, NETA will expand its network to include additional recruitment agencies and relationships with community colleges, such as Roxbury Community College, that serve diverse populations.

To ensure NETA's internal benchmarks for recruitment diversity and inclusion are met and maintained, NETA will:

- Provide annual company wide-training focused on diversity, inclusion and communication in the





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workplace developed by Ogletree, Deakins, Nash, Smoak & Stewart, P.C.;

- Focus on professional development and satisfaction of our employees through management training;
- Use its EEO-1 report and other measures of voluntary self-reporting to identify areas of underrepresentation within the organization and create metrics by which the success of diversity initiatives will be measured;
- Review and revise diversity initiatives, at least annually, to adjust our strategy and goals, as needed; and
- Expand and revise at least annually our Plan to Positively Impact Areas of Disproportionate Impact to ensure goals are met.

For additional details regarding NETA's diversity plans please see the Diversity Plan and Plan for Areas of Disproportionate Impact sections of this application.

Marijuana Establishment Agent Registration

To ensure that individuals who join NETA are well qualified and that NETA maintains a safe and productive work environment, NETA conducts background checks and applies for marijuana establishment agent registration pursuant to 935 CMR 500.030 and 935 CMR 501.030 for all applicable employees. All offers of employment are conditioned on receipt of a background check report that is acceptable to NETA and satisfies state regulatory requirements for marijuana establishment registration. All background checks are conducted in conformity with the Fair Credit Reporting Act, the Americans with Disabilities Act and state and federal privacy and anti-discrimination laws. Reports are kept confidential and are only viewed by individuals in the hiring process and those individuals authorized under the Massachusetts adult use marijuana program or medical marijuana program.

Training and Performance Reviews

Each position at NETA is defined by a written job description and an identified place within the organizational structure. Employees receive annual performance reviews and regular developmental feedback. All employees are required to complete a comprehensive orientation process. Additionally, those filling key or technical roles may undergo structured training that extends for a number of additional weeks. Managers receive a comprehensive training manual and participate in training led by NETA's Senior Management. Ongoing programs, such as our "lunch and learn" program, cover topics from basic Excel skills training to "Having Difficult Conversations." NETA-specific training is in addition to the elements of Marijuana Establishment Agent Training, including participation of the Responsible Vendor Program as outlined in 935 CMR 500.105(2)(b).

NETA believes that bi-directional, honest, and direct feedback should be an ongoing process and not left for years-end. As such, mini-training and improvement opportunities are practiced regularly. More details on NETA's training and development efforts are covered in the training section of this application.

Advancement

Promoting staff from within the company is a core value at NETA. Currently, many of the key roles in the company have been filled via internal promotions, including: Northampton Store Manager, numerous Team Leads, Dispensary Training Coordinator, Training Managers, Cultivation Manager, Assistant





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Cultivation Manager, Harvest Manager, Director of Logistics, Director of Inventory, Compliance Management Team, and NETA's President.

Personnel Files

Confidential personnel records are maintained by Human Resources in compliance with 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d), and include the employee's background check information, employment contract, training records, minimum eight-hour annual related-duty training, verification of references, performance evaluations, and records of any disciplinary actions. Once state-approved responsible vendor training is available for staff, those records will be added to personnel files. When an employee leaves or is separated from the company, personnel records are retained for a period of no less than twelve months from the date of separation.

Employee Benefits

NETA provides employees with an excellent benefits package and any employment provisions required by law, as outlined below in abbreviated summary form:

Insurance Benefits: NETA offers full health and dental insurance plans as well as supplemental vision coverage and life insurance. Each year we review the cost of healthcare to ensure that NETA's contribution is significantly greater than the employee's contribution.

Employee-Focused Initiatives: NETA offers numerous employee-focused initiatives including: Halloween costume party, Family Feud and March Madness contests, summer events such as barbecues, concert ticket raffles, a softball league, a Franklin Patients' Day reception, recognition and celebration of staff birthdays, spot bonuses for going above and beyond one's regular duties, and a "Caught You Doing Something Great" program that provides employees with gift cards.

Employee Patient Discount: NETA employees are eligible for a generous employee/patient marijuana discount.

Paid-Time Off: Paid-time off rates for all employees who work a minimum of 30 hours per week are earned each pay period per the schedule below:

- Employees earn 4.0 hours per pay period (13 days per year), in their first year
- Employees earn 4.66 hours per pay period (15 days per year), on their fifth anniversary
- Employees with 10 plus years of service and Senior Leaders earn 8.46 hours per pay period (27.5 days per year).

Employees may use paid time off for reasons such as vacation, personal appointments, extended bereavement leave, illness, holidays or inclement weather.

MA Earned Sick Leave: Regular full-time employees earned sick leave is included in their PTO accrual. Part-time and temporary employees earn one hour of sick leave (not including worker's compensation) for every 30 hours worked, up to a maximum of 40 hours of sick time per calendar year.





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Bereavement Leave: In the event of the death of a child, spouse/partner, parent, parent of a spouse/partner, sibling, grandparent, grandchild or person living in the house, an employee may be granted up to 3 days of paid bereavement leave.

Leave of Absence: An employee may request an unpaid leave of absence for reasons unrelated to the Family and Medical Leave Act by contacting his or her supervisor and the Human Resources Department.

Family and Medical Leave Act (FMLA): Employees who have been employed by NETA for at least 12 months and have worked at least 1,040 hours during the 12 months preceding the request for leave are eligible for family and medical leave. Other leave entitlements do exist, as detailed in our “Employee Handbook.” During FMLA leave, NETA maintains the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work.

COBRA: NETA complies with federal COBRA regulations that provide for the limited continuation of health and dental coverage for employees and their families following termination, divorce, death or if a child reaches the age of limitation of the insurance plan.

Worker’s Compensation: NETA carries a Worker’s Compensation Insurance policy. If an employee is injured as a result of an accident or illness on the job, he or she may be eligible for Worker’s Compensation benefits. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness.

Unemployment Compensation Benefits: In the event of a separation from NETA, staff may or may not be eligible to receive unemployment compensation benefits by applying to a local office of the Department of Employment and Training (DET). Accordingly, NETA abides by current law in issuing an information notice to all separating employees advising them of their right to file a claim for unemployment insurance benefits.





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Record Keeping

Policies and Procedures

NETA maintains a comprehensive set of policies and procedures (P&Ps) that establish NETA's operational approach across key areas of the organization. NETA's P&Ps address all written operating procedure requirements outlined in 935 CMR 500.105(1) and 935 CMR 501.105(1), as well as NETA's own operational standards. In addition to any ongoing changes or updates that are recorded in NETA's P&P change log and shared with state regulators, NETA's policies and procedures are fully-reviewed on a regular basis - currently bi-annually. NETA maintains a set of P&Ps for each of its three operating locations: Franklin, Northampton and Brookline. These are available for inspection by state regulators at any time.

NETA's policy is to retain all required organizational records for a period of at least three years, with the exception of required financial records, which are retained for at least seven years unless otherwise directed by the Department of Revenue or Cannabis Control Commission, and records of responsible vendor training compliance, which will be kept for at least four years, as required by 935 CMR 500.105(2)(b).

NETA utilizes METRC, through API integration with its own point-of-sale software, Leaf Logix, to maintain real-time inventory records and to record sales transactions in a manner that meets all requirements of 935 CMR 500.140(4) and 935 CMR 501.140(5)(f).

IT Security

NETA is committed to maintaining the security of and limiting accessibility to its equipment, records and data, and employs a Director of Information Technology responsible for monitoring and protecting NETA's technology resources. NETA monitors all computer and POS stations using a variety of tools. This diligence ensures that no software has been installed that could be utilized to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(d) and 935 CMR 501.140(5)(b). NETA applies fully dynamic content filtering at each location at the ISP connection utilizing a Sonicwall technology. NETA's firewall content filtering blocks access to malicious tools and diagnostic aids as well as other content not deemed necessary for NETA's operational purposes. NETA requires its POS system, Leaf Logix, to run on an encrypted, secure connection over a whitelisted public IP address. NETA's "whitelist" identifies acceptable programs that may be accessed on its equipment, and programs not designated on the whitelist cannot be accessed. Furthermore, NETA employs Webroot SecureAnywhere software and has configured the following "shields":

- **Real Time shield:** Continuously monitors unknown programs, blocks known threats from running on NETA computers that are dynamically supplied by Webroot. Any program that does not pass NETA's approved program list is blocked and a notification is sent to the Helpdesk where a problem ticket is created so the issue can be tracked and addressed.
- **Web shield:** Blocks known threats encountered on the internet and displays a warning
- **USB shield:** Monitors an installed USB flash drive for threats, blocks and removes any threats identified
- **Rootkit shield:** Blocks rootkits from being installed on your computer and removes any that are





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present.

NETA's IT security systems prevent software from being installed for the purpose of manipulation or alteration of sales data. However, NETA will also perform a monthly analysis of all computer activity and produce a report using the webroot console which will indicate any malicious attempts and how they were blocked or prevented by NETA. In the very unlikely event that NETA identifies the installation of any malicious software, it will immediately disclose the information to the Commission and cooperate in any necessary investigation.

Inventory Records

NETA utilizes METRC, through API integration with Leaf Logix, to maintain real-time inventory records of all marijuana plants and products using unique barcode identifiers and METRC IDs that track movement of plants and products through the various stages of development. See NETA's inventory procedures for more details regarding how plants are tagged and tracked using METRC and Leaf Logix and how Leaf Logix integrates with the METRC system. In addition to real-time inventory tracking, NETA maintains records of its regular inventory counts and comprehensive annual inventories per 935 CMR 500.105(8) and 935 CMR 501.105(8), which include the date of the inventory, a summary of the inventory findings and the names, signatures, and titles of the individuals who conducted the inventory.

NETA will maintain comprehensive records to enable proper calculations for ensuring an adequate supply of marijuana products for registered medical marijuana patients per 935 CMR 502.140(9). Daily automated inventory reports will generate daily for inventory teams to analyze inventory levels and reserve inventory designated only for medical marijuana patients. Leaf Logix will maintain daily reports to show that NETA inventory teams have met the initial 35% requirement. This report will also log this information daily, including a calculation of how much inventory medical patients have purchased on a daily basis, allowing for weekly, monthly, quarterly, or ad-hoc reports as requested by the Commission. Leaf Logix records to METRC whether each product is sold for adult use or medical, allowing NETA to better understand medical vs. recreational demand and better serve the needs of medical patients.

Personnel Records

Personnel records are created and maintained by NETA's Human Resources department for all employees or agents of the organization and are maintained for at least 12 months after termination per 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d).

Personnel records currently include:

- Background check authorizations and reports;
- Documentation of verification of references;
- Job description;
- Training attestations to document all required training documentation, which are signed by the employee and indicate date, time, and place they received said training, the topics discussed, and the name and title of the presenters;
- Documentation of periodic performance evaluations;
- Records of any disciplinary or corrective action; and
- Attestations for all completed role specific and ongoing (8-hour related) trainings.





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Once responsible vendor training is formally implemented, personnel records will also include attestations of completed trainings.

NETA maintains a record of its marijuana waste disposal activities pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(12), documenting the date, type and quantity of waste disposed, the manner and location of disposal, and the names and signatures of the two agents present during the disposal process. All waste disposal records are maintained for at least three years or for the duration of any enforcement action, whichever is longer, or for any extended period of time per order of the Commission.

Finally, NETA confirms that it has prepared for all records to be stored for at least two years in the event of the closure of any marijuana establishment location.





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Maintenance of Financial Records

NETA has established procedures for the proper maintenance of financial records in conformity with 935 CMR 500.105(9)(e) and in accordance with generally accepted accounting principles (GAAP) established by the Financial Accounting Standards Boards (FASB).

Compliance with DOR Policies and Directives

NETA's policy is to retain financial records for at least seven years, unless otherwise directed by the MA Department of Revenue or Cannabis Control Commission. NETA will comply with Department of Revenue 830 CMR 62C.25.1: Record Retention and Directive 16-1: Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems and will ensure that appropriate and necessary records are kept, easily locatable and organized in a manner that allows for accurate determination of NETA's actual tax liability.

Business Records

NETA will maintain the following business records as required by 935 CMR 500.105(9)(e):

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, including 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with NETA.

Seed-to-Sale Tracking

NETA will utilize Leaf Logix, its seed-to-sale inventory tracking and POS system, to appropriately record all agent sales transactions to METRC and in a manner that allows for verification of items sold and appropriate amount of tax collected.

Prior to initiating a transaction, after verifying the person's age and, when applicable, patient status, Leaf Logix will prompt the dispensing agent to initiate either a medical or adult use sale, and all sales will be recorded in METRC. All applicable sales tax will be applied for adult use sales and transaction details will be tracked and recorded for proper tax reporting and accounting purposes. Sales records will be maintained in a standard format with sufficient transaction-level detail information. Detailed information is recorded for each sales transaction including, at a minimum:

- Individual item(s) / product(s) sold;
- Selling price;
- Tax due;
- Invoice number;
- Date of sale;
- Method of payment; and





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- POS terminal number and POS transaction number.

The Leaf Logix POS system maintains auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The system allows for the following audit trail details:

- Internal sequential transaction numbers;
- Records of all POS terminal activity; and
- Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

- Any and all activity related to other operating modes available in the system, such as a training mode; and
- Any and all changes in the setup of the system.





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Training for Marijuana Establishment Agents

NETA has invested heavily in the training and ongoing education of its employees, regardless of past experience, level, or role within the organization. NETA has established a well-developed approach to training its marijuana establishment agents in compliance with 935 CMR 501.105(2), which has been updated to incorporate adult use operations training, particularly for positions at the dispensaries. These updates include confidentiality and other training required by 935 CMR 500.105(2)(a) and Responsible Vendor training required by 935 CMR 500(2)(b).

Employee Qualifications

Prior to hire, applicants must:

- Demonstrate previous experience in a similar role, or comparable skill sets, experience, and/or education as outlined in the job description of the specific position or an ability to succeed in the position with appropriate training provided by NETA to disproportionate impact area applicants and other interested applicants;
- Confirm physical and mental capabilities to perform all duties and responsibilities of the role, as outlined in the job description; and
- Complete pre-hire background checks.

Onboarding Training

Once hired, employees must meet the following minimum training and onboarding requirements:

- NETA Staff Orientation;
- Completion of a CCC-approved Responsible Vendor Training within 90 days of hire;
- Compliance training catered to the individualized job role;
- Role-specific training program; and
- Diversity and non-discrimination training.

Recruitment

When seeking new employees, NETA details the specific qualifications for the positions in the individual job descriptions. Well-suited candidates for dispensing roles should have diverse employment backgrounds, including experience in fast-paced, guest-oriented environments (e.g. hospitality and healthcare industries) or a demonstrated ability to learn under training from NETA.

For cultivation candidates, NETA seeks experience in environments that require an extreme attentiveness to detail or relate to botany, agriculture, or horticulture. For processing positions in MIP production, NETA looks for candidates with experience in roles that require the ability to work safely and efficiently in a fast-paced environment; prior experience may include food preparation or production, laboratories or other scientific or production-focused industries.

Inventory staff members preferably have had previous inventory related experience, or comparable detail-oriented experience, and must possess proficient computer and technology skills. We seek





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security personnel with previous experience in security, or roles that require comparable skill sets, as well as customer service and computer skills. Qualifications for transportation staff include possessing a clean driving record, excellent communication and organization skills, and preferably, previous transportation experience. Lastly, when in search of new management or executive team members, each role typically requires unique skill sets and experiences that are catered to the individual job function, including leadership skills and management experience.

A clear ability to perform roles with utmost attention to security, prevention of diversion, and regulatory compliance is required for all positions. NETA vets all applicants for this ability as security and safety is paramount.

For each role, candidates undergo an extensive interview process that is tailored to the specific position. Interviews for all roles include initial phone screening and then an in-person interview. The in-person interview is typically led by the hiring manager and may include meeting with additional members of the executive, human resources, and/or management teams in order to assess qualifications from several angles, including behavior and fitness.

NETA makes efforts to recruit from areas of disproportionate impact, including through its partnership with Roxbury Community College. A description of these programs is provided in the narrative response regarding NETA's plan to positively impact areas of disproportionate impact.

Training

NETA's training programs include a full day of orientation and policy and procedure training, with individualized training conducted within the following weeks that is catered to the specific role. NETA Staff Orientation includes, but is not limited to, the following topics:

- Diversity and inclusion;
- Culture;
- Anti-Harassment policy and complaint process;
- Rules and Regulations with emphasis on client safety and facility security;
- Anti-Diversion;
- Compliance;
- Disaster, Emergency, and Security Preparedness;
- Alcohol and Drug Free Work Policy;
- Whistleblower Policy and Reporting of Wrongdoing;
- Employee Classification Categories;
- Insurance Benefits;
- Paid Time Off and Sick Time;
- Employee Health & Safety; and
- Cleanliness and hygiene standards.

Within the first year of employment, all staff members will have exceeded the minimum annual training requirement of 8 hours via current role-specific training requirements. Ongoing training sessions, workshops and training opportunities are offered throughout the course of each year and all staff are required to take at least 8 hours of annual training. Role-specific training varies by role and responsibility. Listed below are the key groupings:





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Patient Services Associate: Two weeks of role-specific training, which includes a one-day “learning tour” of the cultivation facility, point of sale software training, compliant entry procedures, product education, safe dosing, customer and patient safety, patient privacy, compliant dispensing, proper packaging and labeling, cash handling, and dispensing limit compliance. All Patient Services Associates must complete a “Dispensing Test” on their final day of training prior to receiving permission to dispense independently.

Transportation Staff: Two weeks of role-specific training, which includes extensive shadowing of experienced transportation staff members, patient identification, cash handling, interacting with law enforcement, transportation security protocols, handling of transported products in a compliant manner, safe vehicle operation, and reporting.

Security Staff: Two weeks of role-specific training, which includes extensive shadowing of experienced security staff members, proper entry, staff safety and security, customer safety and security, operating video footage software, interacting with law enforcement, security alarm systems, and incident reporting.

Inventory Staff: Two weeks of role-specific training, which includes extensive shadowing of experienced inventory staff members, seed-to-sale software operations and tracking, inventory tracking, inventory receiving, reporting, transporting inventory, compliant waste and return disposal, menu management, and incident reporting.

Dispensary Managers: One month of role-specific training, which includes extensive shadowing of experienced management staff members. First phase includes two weeks of department training based off of the groupings above. Second phase is two weeks of management specific training including cash handling, security, customer and staff safety, incident and accident reporting, staffing, corrective action process, documentation, onboarding, point of sale manager functions, closing and balancing registers, and situational preparedness.

Other Managers and Executives: All other onboarding members of management and executives work closely to train with other members of the management teams and executives. In most cases, over time they will undergo the same role-specific training as the team members that report to them. Additionally, all management undergoes a full day of off-site management training. Ongoing training topics include, but are not limited to:

- New Product Education;
- CPR and First Aid;
- ServSafe Certification;
- Compliance and Regulation Updates;
- Consultations and Dosing;
- Situational Training Exercises; and
- Operational Changes and Improvements

Training Managers in Franklin and at NETA’s dispensary locations are responsible for creating, tracking, and scheduling training in coordination with department managers, training coordinators and training teams to optimize and develop continued growth and education throughout the organization. The training teams will schedule, monitor, and ensure timely completion of the Responsible Vendor Training for all





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necessary employees. This process includes digital tracking and filing of attestations in individual personnel files.

NETA's Human Resources Department schedules and tracks ongoing and role-specific training. This process includes digital tracking and filing of attestations in individual personnel files. All records of responsible vendor training, role-specific training and annual, ongoing training are held in all employees' individual personnel files in the Human Resources department. These training attestations will be filed and retained for a minimum of four years consistent with 935 CMR 500.105(2)(b) after completion and will be made readily available for inspection.





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Diversity Plan - 2020

NETA is committed to fostering, cultivating, and preserving a culture of diversity and inclusion, and to positively impacting communities of disproportionate impact through its recruitment and other initiatives. NETA's 2019 Diversity Plan focused largely on understanding our existing workforce and the availability of diverse applicants in order to set realistic, targeted and specific goals for growing and maintaining a diverse workforce at NETA. The plan 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. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Core Principles and EEO Policies

- NETA provides equal employment opportunities to all employees and applicants without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws.
- NETA complies with applicable federal, state and local laws governing nondiscrimination in employment.
- NETA's Equal Opportunity Employment policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.
- NETA's policies concerning Equal Employment Opportunity and Diversity are easily located in its Employee Handbook, which is distributed to all new employees during mandatory employee initial training.
- NETA expressly prohibits any form of unlawful employee discrimination or harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status.
- NETA maintains an executive level Director of Diversity Programs who is responsible for the development, implementation, and monitoring of programs designed to actualize NETA's commitment to social equity, diversity, and inclusion.
- NETA maintains a Diversity and Inclusion Steering Committee to assist in the execution of NETA's diversity and inclusion programs.

2020 Diversity Goals

1. Continue to increase the representation of female employees at NETA based on the results of the





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2019 Availability Analysis.

2. Continue to increase the representation of minority employees at NETA based on the results of the 2019 Availability Analysis.
3. Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities.

2020 Diversity Programs

To ensure that NETA's internal benchmarks for recruitment diversity and inclusion are met and maintained, NETA will initiate or maintain the following programs:

Goal #1 - Increase the representation of female employees at NETA in the laborers and helpers job group by at least 1% based on the number of employees current as of 1/01/2020. Programs include:

- Hosting or participating in at least 3 job fairs across Massachusetts (Eastern, Central, and Western Massachusetts). NETA will deploy at least 3 employees to staff job fairs in which NETA is a participant or the host.
- Sponsoring, assisting in the development of, and participation in the CultivatED jail-to-jobs fellowship program that provides participants with full-program scholarship awards, gaining them access to individualized pro bono legal services, a higher education certificate program, workforce training, fully paid and benefited cooperative learning and externship rotations at NETA for educational credit hours, and potential job placement at NETA upon completion of the program.

Goal #2 - Increase the representation of minority employees at NETA in the laborer and helpers job group by at least 1% based on the number of employees current as of 01/01/2020. Programs include:

- Hosting or participating in at least 3 job fairs across Massachusetts (Eastern, Central, and Western Massachusetts). NETA will deploy at least 3 employees to staff job fairs in which NETA is a participant or the host.
- Sponsoring, assisting in the development of, and participation in the CultivatED jail-to-jobs fellowship program that provides participants with full-program scholarship awards, gaining them access to individualized pro bono legal services, a higher education certificate program, workforce training, fully paid and benefited cooperative learning and externship rotations at NETA for educational credit hours, and potential job placement at NETA upon completion of the program.

Goal #3 - Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities. Programs include:

- Local Accessibility Leader - NETA has proposed engagement with a local leader in accessibility compliance to evaluate the accessibility of our digital resources, and to identify areas of NETA's operations that are compliant with accessibility guidelines. With the help of this organization, NETA will ensure the accessible functionality of its internal and external websites for the benefit of its employees, patients, and customers.
- The MUSE Foundation - NETA will continue to provide support to the disabled adult community by continuing its partnership with the MUSE Foundation through a donation of \$5,000 to provide disabled adults the opportunity to have flexible, individualized music instruction, as the scaffolding for significant social interaction and community-building for this underserved population. The





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team at Muse has also agreed to aid our efforts to increase disabled adult representation in the NETA workforce.

- NETA has recruited Ogletree Deakins to provide company-wide training focused on diversity, inclusion, and communication in the workplace.
- Review and revise diversity and inclusion initiatives, at least annually, to adjust strategies and goals as needed.

Measurement of Goals

All goals will be measured according to the metrics below. Progress or success of the plan will be documented one year from provisional licensure, and each year thereafter.

1. Increase the representation of female employees at NETA in the laborers and helpers job group by 1%.
 - a. Starting on January 1, 2020:
 - i. Establish baseline demographics of current employees based on NETA's employment records in HR (including the number and gender of employees drawn from EEO-1 surveys and agent registration forms).
 - ii. Using an internal workforce tracking sheet, track statistics to measure progress on this goal
 - b. In December 2020, evaluate total # of positions available in the laborers and helpers job group and % filled from the established targeted group.
 - c. In December 2020, review and confirm the number of job fairs attended/hosted and the number of employees in attendance at each respective job fair.
 - d. In December 2020, review and confirm NETA's sponsorship, assistance in the development of, and participation in CultivatED. Determine the number of fellowship participants for use in establishing a baseline number of potential externship and job candidates.
2. Increase the representation of minority employees at NETA in the laborers and helpers job group by 1%.
 - a. Starting on January 1, 2020:
 - i. Establish baseline demographics of current employees based on NETA's employment records in HR (including the number and race of employees drawn from EEO-1 surveys and agent registration forms).
 - ii. Using an internal workforce tracking sheet, track statistics to measure progress on this goal
 - b. In December 2020, evaluate total # of positions available in the laborers and helpers job group and % filled from the established targeted group.
 - c. In December 2020, review the number of job fairs attended/hosted and the number of employees in attendance at each respective job fair.
 - d. In December 2020, review and confirm NETA's sponsorship, assistance in the development of, and participation in CultivatED. Determine the number of fellowship participants for use in establishing a baseline number of potential externship and job candidates.
3. Create an inclusive culture that includes ensuring access to NETA for people and employees with disabilities.





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- a. Local Accessibility Leader
 - i. Execute contract with designated local leader in web accessibility guidelines by November 15, 2019.
 - ii. In December 2019 receive completed expert review of NETA's internal and external websites.
 - iii. In December 2019 prioritize NETA's web content accessibility guideline standards issues to be addressed immediately.
 - iv. In January of 2020, receive contractor's solutions and recommendations based on best practices to improve NETA's website design or remove barriers to existing digital experience.
 - v. Commit to make 100% of contractor's solutions and recommendations based on best practices to improve NETA's website design or remove barriers to existing digital experience over 2020.
 - vi. In December 2020, confirm improved digital experience has been achieved.
- b. The MUSE Foundation
 - i. In December 2020, confirm NETA's support of MUSE, confirm \$5,000 of scholarships were provided from NETA to MUSE and identify the number of students who were able to attend MUSE's programs in 2020 using NETA's scholarship donations.
- c. Company-wide Training
 - i. In December 2020, confirm that company-wide training has occurred.
 - ii. Identify the dates of such training and the number of employees who attended each offering, with the goal of at least 25% of all employees participating in at least one training session.





MASS CultivatED

March 20, 2020

New England Treatment Access, LLC
c/o Amanda Rositano
5 Forge Parkway
Franklin, MA 02038

RE: The CultivatED Program Membership

Dear Amanda:

Thank you again for being a valued partner of the CultivatED program. It is with great pleasure to inform you that New England Treatment Access, LLC (NETA) has been approved as a member of CultivatED's Founder's Circle.

As you know, CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits.

As a Founder's Circle member, NETA will be responsible for providing the following supports:

1. Serve on the Board of Overseers to determine other industry requirements
2. \$25,000 commitment to The CultivatED Program
3. Paid externship to fellows at a rate not less than \$18/hr with full benefits (35-40 hours per week)
4. Subsidized transportation costs and other supports for fellows as determined by the Board of Overseers

We appreciate the opportunity to partner with you in this program. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

Ryan Dominguez
CultivatED Program Director

NETA DONATES NEEDS-BASED SCHOLARSHIPS TO LOCAL BROOKLINE 501c3



THE MUSE FOUNDATION

MUSIC, UNITY & SOCIAL EXPANSION



ABOUT MUSE

The MUSE Foundation is a local Brookline 501c3 that helps adults of all abilities to play and perform in rock bands together. MUSE stands for Music, Unity, and Social Expansion and focuses on creating community-based support systems and relationships through music. Just over 3 years old, MUSE has recently opened a studio by the Brookline Hills T stop!

MUSE provides many music-based social services such as rock band rehearsals, concert performances, social events, private lessons, and an introductory drum circle! No prior music experience is required and adults of all abilities are welcomed and accommodated.

Thanks to NETA, MUSE has been able to expand our needs-based scholarship students and have a bigger impact in the community

WWW.MUSE-FOUNDATION.ORG



Michael Connolly <mconnolly@netacare.org>

Fwd: MUSE // NETA

Francesca DeRogatis <fderogatis@netacare.org>
To: Michael Connolly <mconnolly@netacare.org>

Thu, Mar 19, 2020 at 2:24 PM

----- Forwarded message -----

From: **Kim Napoli** <kim@netacare.org>
Date: Thu, Mar 19, 2020 at 12:29 PM
Subject: Fwd: MUSE // NETA
To: Francesca DeRogatis <fderogatis@netacare.org>

Fran,

Below and attached please find the contact information for Miyabe at the MUSE Foundation along with the one-pager confirming our donation. Let me know if you need anything else!

Kim

Kimberly M. Napoli, Esq.
Senior Director of Corporate Social Responsibility
Parallel // New England Treatment Access, Inc.
160 Washington Street
Brookline, MA 02445

(e) kim@netacare.org // (c) (508) 383-5267

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Begin forwarded message:

From: Miyabe Shields <miyabe@muse-foundation.org>
Date: March 15, 2019 at 12:47:40 PM EDT
To: Kim Napoli <kim@netacare.org>
Subject: Re: **MUSE // NETA**

Hi Kim,

I received the scholarship donation at the studio! I created this quick one-pager describing NETA's support of MUSE and a little about MUSE. Thanks so much for your support!

See you soon!

Miyabe

Miyabe Shields, PhD (she/hers)
Music Teacher & Executive Director
The MUSE Foundation
(714) 222-4004
miyabe@muse-foundation.org

On 2019-03-05 09:17, Kim Napoli wrote:

Hi Miyabe,

I will make sure the check gets in the mail today. Sorry for the delay!

Kim

Kimberly M. Napoli, Esq.

Director of Diversity Programs // Marketing Specialist

New England Treatment Access, Inc.

160 Washington Street

Brookline, MA 02445

(e) kim@netacare.org // (c) 857-272-8056

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On Thu, Feb 28, 2019 at 8:28 AM Miyabe Shields <miyabe@muse-foundation.org> wrote:

Hi Kim,

It was great seeing you again yesterday! I'm just following up with the NETA scholarships since one of our new scholarship students starts today. I double checked that address below is correct (no dyslexia). I was wondering if I could make an 8x10" flyer something like "NETA SUPPORTS LOCAL BROOKLINE COMMUNITIES" that describes MUSE and explains the NETA scholarships? Then perhaps it can go in the entry area by the check-in. Just a thought!

Let me know what you think!

- Miyabe

Miyabe Shields, PhD (she/hers)

Music Teacher & Executive Director

The MUSE Foundation

(714) 222-4004

miyabe@muse-foundation.org

On 2019-02-04 14:43, Miyabe Shields wrote:

Hi Kim,

I'm doing great - we've been renovating the new music studio space so it's day in and day out, but it's in the home stretch! This is so exciting - we've had some needs-based scholarship students on the waiting list for some time and they will be thrilled to participate.

We use PayPal or Wave for online payments, but they take a percentage so checks are preferable! They can be made out to "The MUSE Foundation" and mailed to [358A Boylston St \(Suite A\) Brookline, MA 02445](#).

I would love to discuss a further partnership between MUSE and NETA for employment opportunities. I CC'd the director of our lifeskills/job placement program (SHINE), Andrea Lynch-Bransfield to this email thread. Please connect all of us and we can continue the discussion!

Thanks for everything!

Miyabe

Miyabe Shields, PhD (she/hers)
Music Teacher & Executive Director
The MUSE Foundation
(714) 222-4004
miyabe@muse-foundation.org

On 2019-02-04 11:12, Kim Napoli wrote:

Hi Miyabe,

I hope you are well! I am writing to follow up with you re: NETA providing a sponsorship for participation in the MUSE program. We are good to sponsor at least 2 attendance packages. Could you send me whatever you might need from us (including instructions on how to make a payment/where to send a check) so we can square this away?

Additionally, in our earlier conversations we spoke about the possibility of employing differently abled adults at NETA. Our head of HR is on board with this idea and would love to connect with you and our Dispensary Manager to see if and how we might be able to actualize this opportunity to further partner with MUSE. Let me know if you are interested in that and I will connect the three of you via email.

Thanks for your time and I hope you get to enjoy some of the good weather we are having!

Best,

Kim

Kimberly M. Napoli, Esq.
Director of Diversity Programs // Marketing Specialist
New England Treatment Access, Inc.
[160 Washington Street](#)
Brookline, MA 02445

(e) kim@netacare.org // (c) 857-272-8056

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Francesca DeRogatis
Chief of Staff, President's Office
New England Treatment Access, LLC

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Energy Compliance

Cultivation

NETA has filed and been approved for an Energy Compliance extension and will comply with all requirements by January 2021.

NETA's cultivation operations shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise according to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final License under 935 CMR 501.103(2) and as a condition of renewal under 935 CMR 501.103(4). NETA shall also adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, section 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs, to reduce water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

Renewal

NETA understands that its license renewal application under 935 CMR 501.103(4) must include a report of its cultivation operations' energy and water usage over the 12 months preceding the date of application. The building envelopes of each of NETA's facilities, except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments ((780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission 935 CMR 501.120(12).

Lighting

NETA's cultivation facilities in Massachusetts will use lighting that meets one of the following compliance requirements:

- Per 935 CMR 501.120(12), all Horticulture Lighting Power Density will not exceed 36 watts per square foot.
- Horticultural lighting used in a facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).
- Under 935 CMR 501.120(12), if NETA seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, it shall seek a waiver according to 935 CMR 500.850 and provide documentation of third-party certification of the





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energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

HVAC

NETA's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR 500.120(11)(b), NETA will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

Safety & PPE

NETA has established and documented extensive safety protocols to protect all employees and contractors within its Cultivation and Production facility. CO₂ monitors, eye wash fountains and quick-drench facilities are maintained in the work areas. Upon entering the cultivation rooms, Cultivators are required to wear:

- A hat;
- "Method Seven" Grown Room sun glasses;
- Nitrile Gloves;
- A full-face shield when splashing is possible;
- Slip-resistant safety shoes;
- Body-protective clothing including, long sleeves; impervious, flame retardant, antistatic protective clothing as appropriate to prevent skin contact; and
- a Tyvek suit when necessary.

Energy Efficiency and Conservation

In accordance with 935 CMR 500.105(15), NETA is committed to identifying areas where energy reduction and conservation is possible. NETA will continue to:

- Identify energy reduction opportunities;
- Develop plans to implement energy reduction opportunities;
- Consider opportunities for renewable energy;
- Develop strategies to reduce electrical demand; and
- Engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

