



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281402
Original Issued Date: 03/12/2019
Issued Date: 01/14/2021
Expiration Date: 03/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Slang, Inc.

Phone Number: 413-464-7443
Email Address: nate@bloombrothers.com

Business Address 1: 2 Larch St
Business City: Pittsfield
Business State: MA
Business Zip Code: 01201
Business Address 2:
Mailing Address 1: 2 Larch St.
Mailing City: Pittsfield
Mailing State: MA
Mailing Zip Code: 01201

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 23.53
Role: Owner / Partner
Percentage Of Control: 23.53
Other Role:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 38	Percentage Of Control: 38
Role: Board Member	Other Role:
First Name: Scott	Last Name: Letourneau Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 16.63	Percentage Of Control: 16.63
Role: Owner / Partner	Other Role:
First Name: Nicholas	Last Name: Girard Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 16.63	Percentage Of Control: 16.63
Role: Owner / Partner	Other Role:
First Name: Benjamin	Last Name: Girard Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Nathan	Last Name: Girard	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Nathan will serve on the Board of Managers, which has general oversight of the business and affairs of the Marijuana Establishment and will also serve as its Chief Executive Officer.		

Close Associates or Member 2

First Name: Scott	Last Name: Letourneau	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Scott will serve as the Chairman of the Board of Managers, which has general oversight of the business and affairs of the Marijuana Establishment.		

Close Associates or Member 3

First Name: Nicholas	Last Name: Girard	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Nicholas will serve on the Board of Managers, which has general oversight of the business and affairs of the Marijuana Establishment and will also serve as its Co-Chief Operating		

Officer.

Close Associates or Member 4

First Name: Benjamin

Last Name: Girard

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Benjamin will serve on the Board of Managers, which has general oversight of the business and affairs of the Marijuana Establishment and will also serve as its Co-Chief Operating Officer.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Scott

Last Name:

Suffix:

Letourneau

Types of Capital: Monetary/Equity,
Debt

Other Type of Capital:

Total Value of the Capital Provided:
\$1500000

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Larch St

Establishment Address 2:

Establishment City: Pittsfield

Establishment Zip Code: 01201

Approximate square footage of the establishment: 2090

How many abutters does this property have?: 19

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	Slang LLC - Single-Page Certification of Host Community Agreement.pdf	pdf	5ba527b2ce07c1630e0e4268	09/21/2018
Community Outreach Meeting Documentation	Slang LLC - Community Outreach Meeting Documentation.pdf	pdf	5ba527c09d77de6318226e6c	09/21/2018
Plan to Remain Compliant with Local Zoning	Slang LLC - Plan to Remain Compliant with Local Zoning.pdf	pdf	5ba55ca3bd6f9a632cf3d049	09/21/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation - January 16, 2019.pdf	pdf	5c42036dedbb73122a6129c4	01/18/2019

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.: \$211604.5

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Date generated: 03/25/2021

Page: 3 of 7

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Slang LLC- Disproportionate Impact Plan.pdf	pdf	5ba51b422269286cd8a3fa75	09/21/2018
Plan for Positive Impact	Plan for Positive Impact on Areas of Disproportionate Impact - Updated.pdf	pdf	5c4203f39ff0081b482163bf	01/18/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Slang LLC - MA Good Standing Certificate.pdf	pdf	5ba525a94cfbe26336424991	09/21/2018
Department of Revenue - Certificate of Good standing	Slang LLC - Tax Good Standing Certificate.pdf	pdf	5ba525b147325a6340289291	09/21/2018
Articles of Organization	Slang LLC - Certificate of	pdf	5ba525bae39a5e62fe050e43	09/21/2018

Organization.pdf				
Bylaws	Slang LLC - BYLAWS.pdf	pdf	5ba525c2f081906304afdbab	09/21/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	MASS DUA Certificate of Good Standing 12-14-2020 SLANG INC.pdf	pdf	5fd795b287f4c7077b611c7d	12/14/2020
Secretary of Commonwealth - Certificate of Good Standing	MASS Corporate Certificate of Good Standing for Slang Inc..pdf	pdf	5fdbdac160fc2607ca6ab082	12/17/2020
Department of Revenue - Certificate of Good standing	Cert of good standing MA DOR submission completed and approved - waiting on certificate.pdf	pdf	5fdbdb32eb00b107e45426ba	12/17/2020

Massachusetts Business Identification Number: 001381646

Doing-Business-As Name: Bloom Brothers

DBA Registration City: Pittsfield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Slang LLC - Business Plan.pdf	pdf	5ba525ea4cfbe26336424995	09/21/2018
Plan for Liability Insurance	20-21 PROD LIAB Renewal - TOPA - \$15,934.00.pdf	pdf	5fd7985d301ec4074f756a08	12/14/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Slang LLC - Plan for Obtaining Marijuana and Marijuana Products.pdf	pdf	5ba53bb36897246d10c9aa7e	09/21/2018
Separating recreational from medical operations, if applicable	Slang LLC- Separating Recreational from Medical Operations.pdf	pdf	5ba53bc8a1e4f86d1a396560	09/21/2018
Restricting Access to age 21 and older	Slang LLC - Restricting Access to Age 21 or Older.pdf	pdf	5ba53bcf2269286cd8a3fab7	09/21/2018
Security plan	Slang LLC- Security Plan.pdf	pdf	5ba53bd8c5b78d6cdece00b0	09/21/2018
Prevention of diversion	Slang LLC- Prevention of Diversion.pdf	pdf	5ba53be14a9eb46ce859028a	09/21/2018
Storage of marijuana	Slang LLC - Storage of Marijuana.pdf	pdf	5ba53c012269286cd8a3fab7	09/21/2018
Transportation of marijuana	Slang LLC- Transportation of Marijuana.pdf	pdf	5ba53c0cc5b78d6cdece00b4	09/21/2018
Inventory procedures	Slang LLC - Inventory Procedures.pdf	pdf	5ba53c1b4a9eb46ce859028e	09/21/2018
Quality control and testing	Slang LLC - Quality Control and Testing.pdf	pdf	5ba53c2a34c75f6cf22cd5a7	09/21/2018
Dispensing procedures	Slang LLC - Dispensing Procedures.pdf	pdf	5ba53c35c43ae86cfc0a804c	09/21/2018

Personnel policies including background checks	Slang LLC - Personnel Policies Including Background Checks.pdf	pdf	5ba53c4a3614f16d06bbc696	09/21/2018
Record Keeping procedures	Slang LLC - Record Keeping Procedures.pdf	pdf	5ba53c526897246d10c9aa84	09/21/2018
Maintaining of financial records	Slang LLC - Maintaining of Financial Records.pdf	pdf	5ba53c59a1e4f86d1a396566	09/21/2018
Diversity plan	Slang LLC - Diversity Plan.pdf	pdf	5ba53c632269286cd8a3fabf	09/21/2018
Qualifications and training	Slang LLC - Qualifications and Training Procedures.pdf	pdf	5ba53c6cc5b78d6cdece00b8	09/21/2018
Dispensing procedures	Dispensing Procedures - Updated.pdf	pdf	5c4204f42724e81b5255746d	01/18/2019
Diversity plan	Diversity Plan - Updated.pdf	pdf	5c420505635d511b3474bb13	01/18/2019
Maintaining of financial records	Maintaining of Financial Records - Updated.pdf	pdf	5c420513d7a931124edff192	01/18/2019
Personnel policies including background checks	Personnel Policies Including Background Checks - Updated.pdf	pdf	5c42051f8d16491b5c0f4081	01/18/2019
Quality control and testing	Quality Control and Testing - Updated.pdf	pdf	5c420552edbb73122a6129d2	01/18/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Slang Inc. has partnered itself with organizations and non-profits in the community that were set forth in our initial plan to positively impact for areas of disproportionate impact. We have worked with the various entities to ensure upon commence operations we will have successful alignment with both our and the multiple entities partnered with goals.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: We have already implemented a diversity plan and equal opportunity employment policy that follows the Cannabis Control Commission and Federal EEOC (U.S Equal Employment Opportunity Commission) guidelines for hiring. Our employees that we have hired and will continue to hire must be qualified, intuitive, service-oriented, and knowledgeable of our products and services. We will hire high quality employees while also maintaining a diverse workplace that mimics the culture of the community in Pittsfield. We have done so to date and will continue to do so.

HOURS OF OPERATION

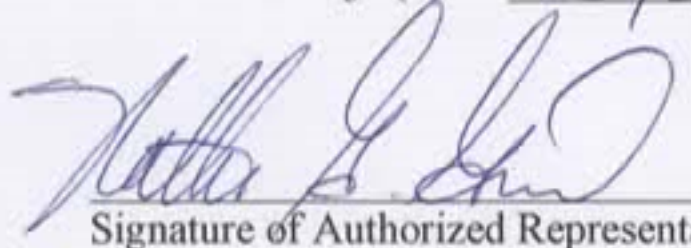
Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 12:00 PM	Sunday To: 6:00 PM

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).

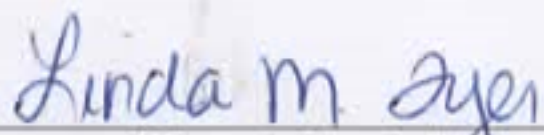
Applicant

I, Nathan Girard, (*insert name*) certify as an authorized representative of SLANG LLC dba Bloom Brothers (*insert name of applicant*) that the applicant has executed a host community agreement with Pittsfield, MA 01201 (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 8/23/2018 (*insert date*).

 Manager, SLANG LLC DBA Bloom Brothers
Signature of Authorized Representative of Applicant

Host Community

I, Linda M. Tyer, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Pittsfield, MA 01201 (*insert name of host community*) to certify that the applicant and Pittsfield, MA 01201 (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 8/23/2018 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community

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, Benjamin D. Girard, (*insert name*) attest as an authorized representative of SLANG LLC dba Bloom Brothers (*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 June 4th, 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 May 26th, 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 May 24th, 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 May 24th, 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.

Vegas raising stakes for next NHL expansion

By TIM BOOTH
The Associated Press

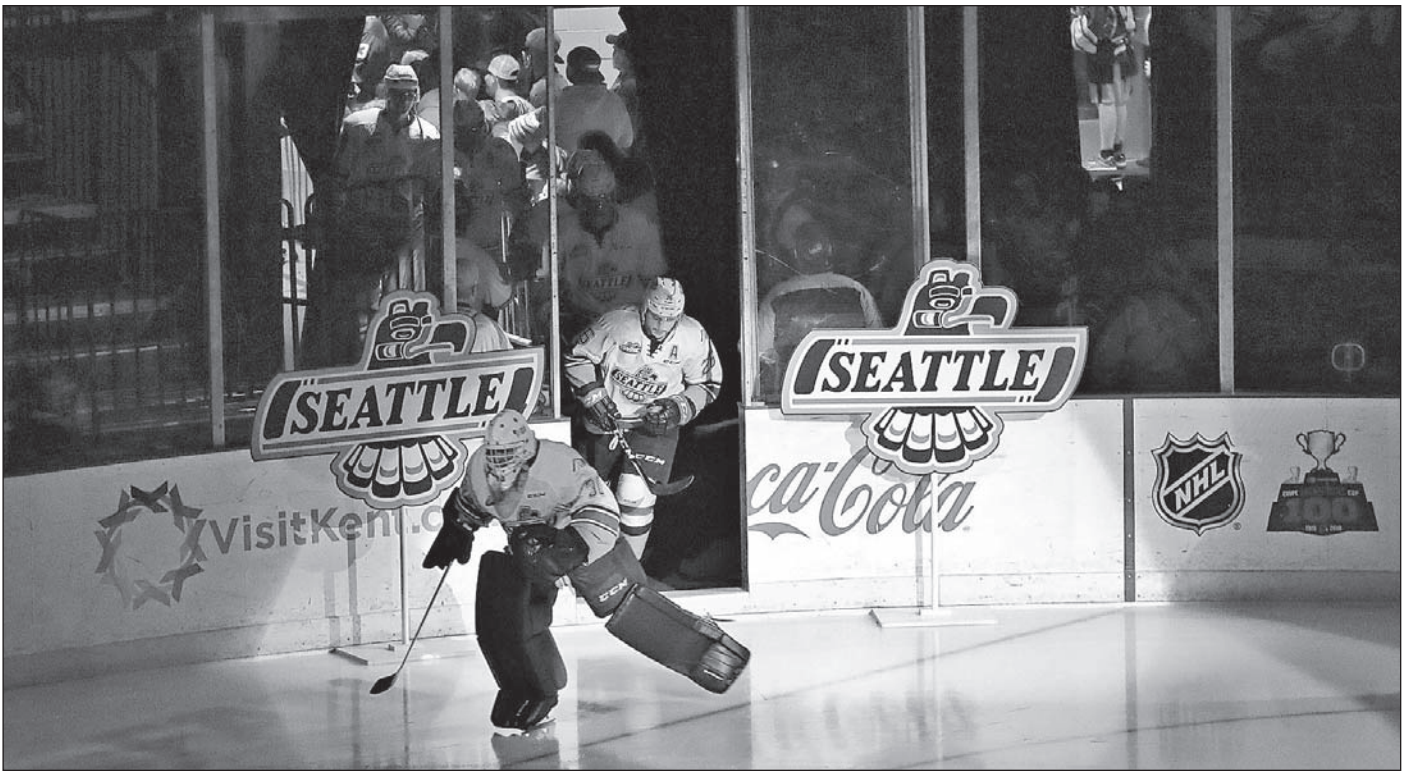
SEATTLE — From his office about 1,000 miles away from T-Mobile Arena, Tod Leiweke has watched the Stanley Cup playoffs with a growing appreciation for what is taking place in Las Vegas.

He was keeping an eye on the Golden Knights even before he became president of Seattle Hockey Partners LLC, the group looking to bring an expansion NHL franchise to the Pacific Northwest. Once he took charge of Seattle's efforts, Leiweke's interest intensified, just as Vegas began its run to the upcoming Stanley Cup Final.

"They're playing the game with great joy and they're having fun and it's just inspirational to watch," Leiweke said. "We're absolutely loving it and living vicariously through them."

The Golden Knights' success in their inaugural season has been unprecedented as Vegas prepares for Game 1 on Monday night against the Washington Capitals. It's also seemed to have heightened the expectations for the next wave of NHL expansion.

Seattle is on deck. If the NHL awards the city a franchise, it could be on the ice as early as the 2020 season. It would require a \$650 million expansion fee and a renovated arena. There's also talk of future growth, with Houston mentioned regularly as a possible destination for the league.



ASSOCIATED PRESS FILE PHOTO

In this January 2018 file photo, fans cheer at the ShoWare Center in Kent, Wash., about 20 miles south of Seattle, as Seattle Thunderbirds' Liam Hughes, left, and Nolan Volcan, right, take the ice at the start of a Western Hockey League game. The success of the Las Vegas Golden Knights in its inaugural season is unprecedented and has heightened the expectations for the next wave of expansion to hit the NHL, which is expected to include a new team in Seattle.

NHL Commissioner Gary Bettman has met with new Rockets owner Tilman Fertitta, who is certainly more open to acquiring an NHL franchise for Houston than former owner Les Alexander. Seattle is certainly further ahead in the process by showing interest, but Houston has the arena and a potential owner already in place for the near future.

For now all the focus is on

what's happening in Seattle. And if Leiweke is feeling any additional pressure for his potential franchise given Vegas' success on and off the ice, he's not showing it.

"Well, to tell you the truth, I guess someone could interpret it that way that there's all of a sudden this unusual pressure on us but in fact all they're doing is helping us," Leiweke said. "They're showing us how successful this

league could be, the brilliance of the game, they're showing us what happens when a team comes together and plays inspired hockey. We don't at all see it as anything other than just a great thing for the National Hockey League. Those that come before us will set the table for us. When I think about what they've done my endorphins go off and I have such admiration and we're truly inspired by it."

The indications about six weeks ago, when Leiweke was hired, led those involved in the expansion process to believe some type of conditional approval would be granted by the NHL Board of Governors during their June meeting, to be followed by full approval in September. The staggered approach was to make certain construction on the arena would begin in late October as scheduled.

That has changed. Bettman told The Associated Press this week that the Seattle expansion won't be formally addressed next month.

"What we have said to the people — David Bonderman's group — is we're on your timetable. There's information that needs to be gathered after information is submitted. We have to finish doing our due diligence and our homework. We need to have the timetable understanding as to when the building's going to get done. We can move as fast or as slowly as you want. There's no rush," Bettman told the AP. "We're in the middle of the process. They're doing their homework, and they're proceeding on two fronts because they've got to renovate a building and they've got to pursue the team and they're doing both very nicely. They're working with the city, they hired Tod Leiweke."

"Is it going to be on the June agenda? No. After that, could it be September? Could it be the annual meeting in December? It's possible."

Leiweke was hoping to have a true rooting interest in the finals, but the Tampa Bay Lightning were ousted in the Eastern Conference finals by the Capitals. Leiweke was the CEO of the Lightning from 2010-15 and was part of the group that turned around the organization, both with its on-ice success and in the stands, rejuvenating a fan base that had slumped following Tampa Bay's title run in 2004.

Classifieds

To place your ad,
call 1-800-234-7404

Public Notices

"GREAT BARRINGTON FIRE DISTRICT GREAT BARRINGTON, MASSACHUSETTS ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the "Route 7/23 Water Main Replacement" will be received by the Fire District, 17 East Street, Great Barrington, MA 01230 until 2:00 p.m. local time on June 15, 2018 at which time the Bids received will be publicly opened and read. Sealed Bids must have outer envelope marked as "Route 7/23 Water Main Replacement."

A mandatory pre-Bid conference will be held at the site on June 7, 2018 at 10:00 a.m. at the Fire District.

The work consists of replacement of approximately 7,200 linear feet of existing water main with varying size ductile iron water main, including new valves, hydrants, service connections, side street connections, and surface restoration. The work also includes approximately 120 linear feet of 12-inch water main installed by pipe jacking. Bids shall be on a unit price basis.

All Bids for this project are subject to the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended.

Bidding Documents may be obtained electronically from the Tighe & Bond website at:

http://www.tighebond.com/Projects_Out_to_Bid.php

Prospective bidders must complete a one-time registration process on the web site in order to receive log-in credentials. Bidders must log in to the web site to download bidding documents for the project. Bidders will be added to the "planholders" or prospective bidders list upon downloading the bidding documents for the project.

A bid deposit shall be furnished in accordance with the Instructions to Bidders.

Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before Bid opening, to request if

Public Notices

necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under this Contract." 05/26/18, 05/27/18, 05/28/18

April 10, 2018

That Chapter Z of the Revised Ordinances of the City of North Adams entitled Licensed Marijuana Establishments in Section 10.12 sub section A be and is hereby amended by deleting the following:

"The Regulation and Taxation of marijuana Act" G.L. c. 94G, [to minimize potential adverse impacts of marijuana establishment.]

and insert in its place the following:

"The Regulation of the Use and Distribution of Marijuana Not Medically Prescribed", M.G.L. c. 94G and Act for the Humanitarian Medical Use of Marijuana", Session Laws, Acts of 2012. C. 369.

and be it further amended at the end of paragraph A by inserting the following:

Chapter 351 of the Acts of 2016, Chapter 55 of the Acts of 2017, and the regulations promulgated by the Cannabis Control Commission (CCC) found at 935 CMR 500.00 et seq.

and be it further amended in sub section B Definitions by adding the following:

MEDICAL MARIJUANA TREATMENT CENTER - a not-for-profit entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers.

and be it further amended in sub section C Designated Locations for Marijuana Establishments by adding the following:

Any type of LME not specified in Appendix A may be located in the I-1, I-2 or I-P zone districts.

and be it further amended in sub section D, (2) by adding the following:

Public Notices

Not including medical marijuana treatment centers after LME's in the first sentence. And also add the following after premises.

Fractions of establishments shall be rounded up to the nearest whole number.

and be it further amended sub section D (3) by adding the following:

The total number of medical marijuana treatment centers shall not exceed on (1).

and be it further amended sub section D (3) by deleting the following:

3

and insert 4 in its place

and be it further amended sub section D (4) by deleting the following:

4

and insert in its place 5

and be it further amended sub section D (5) by adding the following:

and D.3. after D.1

and be it further amended subsection D, (1) at the end of the first paragraph by inserting the following:

Fractions of establishments shall be rounded up to the nearest whole number.

and be it further amended subsection G, (1) by inserting at the end of the paragraph the following:

except for outdoor, open air cultivation operations.

and be it further amended subsection G, (2) at the end of the paragraph by inserting the following:

except for outdoor, open-air cultivation operations.

and be it further amended subsection G, (4) by deleting retail establishment and inserting the following:

retailer

and be it further amended subsection G, (5) after facilities by

Public Notices

inserting the following:

as per 935 CMR 500.050 (6) (c)

and be further amended subsection H, by deleting the following:

consistent with Subsection C.

and be it further amended subsection H, (1) at the end of the first sentence by inserting the following:

except for outdoor, open-air cultivation operations.

And be it further amended subsection H, (4) by deleting following:

abutting

and insert in its place:

surrounding

and be it further amended by inserting the following:

49 Medical Marijuana Treatment NP NP NP NP NP NP SP-P SP-P SP-P SP-P SP-P SP-P SP-P SP-P Center

IN CITY COUNCIL
May 22, 2018
Public Hearing Held
VOTED: to pass to a second reading and publish as required by law.

Keith J. Bona, President
Marilyn Gomeau, Clerk
05/26/18

City of North Adams

May 8, 2018

That Chapter Z, entitled Zoning Appendix A, entitled Use Regulation Schedule, be and is hereby amended as follows:

Delete "alcohol" in Principal Uses (52).

AND BE IT FURTHER AMENDED,

by adding "or alcohol" after goods, in Principal Uses (54).

IN CITY COUNCIL
May 22, 2018

VOTED: to pass to a second reading and publish as required by law, as **IT'S THE CONVENIENCE** that keeps people coming back to the great deals found in the classifieds.

Public Notices

amended.

Keith J. Bona, President
Marilyn Gomeau, Clerk
05/26/18

Commonwealth of Massachusetts The Trial Court Probate and Family Court

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE18P0333EA

Estate of: William David Lee Also Known As: William D. Lee a/k/a William Lee Date of Death: April 8, 2018

Berkshire Division
44 Bank Row
Pittsfield, MA 01201
(413) 442-6941

To all persons interested in the above captioned estate, by Petition of Petitioner **Jesse S. Lee of Lake Worth FL** a Will has been admitted to informal probate. **Jesse S. Lee of Lake Worth FL** has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

Julia Leedham Rindfuss, Esq.
12 Caratina Avenue
Pittsfield, MA 01201
413-443-0198
05/26/18

Public Notices

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **June 4th 2018 from 6:00 PM - 8:00 PM at the Morningside School, located at 100 Burbank St. Pittsfield, MA 01201.** The proposed licensed Marijuana Retail Store is anticipated to be located at 400 Merrill Road, Pittsfield MA 01201. There will be an opportunity for the public to ask questions. 05/26/18



Help today's youth to learn the value of reading the daily newspaper. Support Newspapers in Education. For more information or to make a donation, call 413-496-6355.

Open Houses

Signature REAL ESTATE Associates Inc.

OPEN HOUSE SATURDAY 11:00a.m. - 12:30p.m.

39 Churchill Crest, Pittsfield
(Off outer West St., turn right into Churchill Crest Unit on your left. Building #2)



Totally renovated 3 bedroom, 2.5 bath end unit condo. Fireplace living room, granite kitchen, new bath and windows, wood floors, garage and much more.

A MUST SEE.
Hosted by
Kathy Broderick
\$269,000
www.sigrealty.com
127 Elm Street - 413-443-3441

OPEN HOUSE

Saturday, May 26 • 10am-1pm



64 Yvonne Drive, Dalton, MA

\$429,000

Beautiful Colonial on a lovely street! 4 Bedroom, 3 Bath, gorgeous granite and tile, hardwood floors, 3 fireplaces, spacious family rooms, home office, finished basement, great landscaping, hiking trails nearby. Must see!

Andy Kelly, Broker (413) 281-2784

Open Houses

OPEN HOUSE

SATURDAY OPEN HOUSE – 10-12



91 STONEHENGE RD. PITTSFIELD, MA

BERKSHIRE HATHAWAY HomeServices Barnbrook Realty

Even Better Now.

Be in for summer and enjoy the beautiful private yard with inground swimming pool. This immaculate home is a bright, sunny and happy home perfect for entertaining with a beautifully updated eat-in kitchen, front to back living room with a fireplace, formal dining, cozy family room, four bedrooms, two are en-suite, three and a half baths, four fireplaces, a beautiful deck overlooking the in-ground pool. Entertaining inside and out. Over 4000 square feet of warm inviting spaces. The finished walkout lower level has another fireplace, a large family room and game area, a bedroom and bath plus sliders to a lovely patio. A wonderful family home. Move right in.

\$485,000

Hosted by Maureen Kirkby 413-446-5634

Open Houses

TKG The Kinderhook Group

137 North Street, Pittsfield, MA 01201

Tel: (413) 499-7490 • www.tkgre.com

OPEN HOUSE

Saturday 10 am - 12:00 pm



\$245,000

Hosted by B-Mile of TKG • The Kinderhook Group (413) 841-0096

- Immaculate colonial in wonderful neighborhood!
- 3 bedroom, 2 bathroom home
- Updated kitchen with granite countertops, ceramic floors and stainless appliances.
- Glowing wood floors and pellet stove insert, vinyl siding and windows.
- Beautifully landscaped lot, patio and open attached porch to garage.
- Finished basement with carpet and full bath.





RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2018 MAY 24 P 1:17

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 4th 2018 from 6:00 PM – 8:00 PM at the Morningside School, located at 100 Burbank St. Pittsfield, MA 01201. The proposed licensed Marijuana Retail Store is anticipated to be located at 400 Merrill Road, Pittsfield MA 01201. There will be an opportunity for the public to ask questions.

Notice of Intent to Abutters for Proposed Marijuana Retail Store

Landowner: SLING LLC
Address: 392 Merrill Road, Pittsfield MA 01201
Date Notice Sent: 5/24/2018

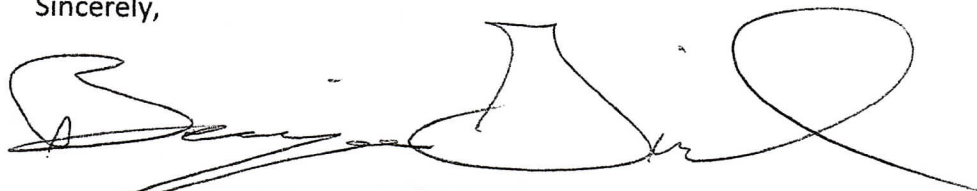
Abutter: David Deforest
Abutter Address: 14 Larch St, Pittsfield MA 01201

Dear Abutter:

The purpose of this letter is to serve as a notice that a second Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 4th, 2018 between 6:00 PM – 8:00 PM at the Morningside School, located at 100 Burbank St. Pittsfield, MA 01201. The proposed licensed Marijuana Retail Store is anticipated to be located at 400 Merrill Road, Pittsfield MA 01201. There will be an opportunity for the public to ask questions.

The records of the City of Pittsfield Assessor's office show that you own property with a boundary within three hundred feet from the property line of the proposed establishment. This letter is to serve the notice requirement as set out by the Commonwealth of Massachusetts Cannabis Control Commission.

Sincerely,



Ben Girard
Royal Property Group
Realtor/Property Manager
413-464-9037 (office) / 781-290-9954 (cell)
Realtor License #9557526



Plan to Remain Compliant with Local Zoning

On August 29, 2018, the Applicant received a Special Permit from the City of Pittsfield Zoning Board of Appeals for a Recreational Marijuana Retail use (the “Special Permit”).

Recreational Marijuana Retail is a use allowed by special permit in the City of Pittsfield’s General Industrial (I-G) zoning district, where the subject property is located.

The Zoning Board of Appeals imposed five conditions on the Special Permit. They are:

1. A copy of an executed Host Community Agreement shall be received by Department of Community Development staff prior to the issuance of building permits.
2. A tracking pad shall be installed at the entrance of project site to reduce tracking of soil off site by construction vehicles.
3. All lighting shall be downward casting and not trespass off-site.
4. Should the Zoning Board of Appeals be made aware of public safety concerns of the Building Department or Pittsfield Police Department as a result of the hours of operation or activity associated with the proposed business, the Board will request that the applicant appear at a properly noticed Zoning Board of Appeals meeting to address the impact(s) and provide appropriate mitigation.
5. The applicant is subject to all other federal, state, and local rules and regulations not specifically covered by the granting of this special permit.

The Applicant will submit its HCA to the Department of Community Development.

During construction, the Applicant will ensure that a temporary, stabilized pad will be located at every point of vehicular ingress and egress to provide a stable entrance and exit from the construction site and keep mud and sediment off the public roads.

All lighting will be designed so that it is downward casting so it will not trespass off site.

There are no further local zoning approvals required.

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, Benjamin Girard, *(insert name)* attest as an authorized representative of SLANG LLC dba Bloom Brothers *(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 January 16th, 2019 *(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 January 9th, 2019 *(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 January 8th, 2019 *(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 January 8th, 2019 *(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.

*** Note: Please See Supplement to Community Outreach Documentation for response to the Commission's December 20, 2018 Notice ***

Wednesday, January 9, 2019

The Berkshire Eagle | BerkshireEagle.com | CLASSIFIEDS | 55

Classifieds

To place your ad,
call 1-800-234-7404

Public Notices

CITY OF PITTSFIELD PURCHASING DEPARTMENT INVITATION FOR BID

The City of Pittsfield, Massachusetts, acting through its Mayor and the Purchasing Agent, will receive sealed bids for:

IFB #19-023 Installation of Chimney Liner at Reid Middle School
Estimated Cost: \$140,000.00

Bidding procedures will be in accordance with the latest edition of M.G.L. Chapter 149. All bids will be received until 2:00 P.M., January 23, 2019, at which time all bids will be publicly opened and read aloud. Any bids received after the specified time will not be accepted. All bids will be submitted in a sealed envelope clearly marked "SEALED BID" ENCLOSED IFB#19-023 Installation of Chimney Liner at Reid Middle School. Sealed bids will be addressed to the Purchasing Agent, Room 102, City Hall, 70 Allen Street, Pittsfield, MA 01201. All Bidders may obtain complete sets of plans and specifications at the Purchasing Office after 12:00 Noon January 9, 2019.

A pre-bid meeting is scheduled for 10:00 AM on January 14, 2019, beginning in the lobby of Reid Middle School, located at 980 North Street in Pittsfield.

The City of Pittsfield Purchasing Agent reserves the right to accept or reject any or all bids or to waive any informality in the bidding. Bids shall be valid for 30 business days after the bid receipt date. Also reserved is the right to reject, for cause, any bid in part or whole, if it is judged by the Purchasing Agent that the best interests of the City will be served hereby. Bids are subject to the prevailing wage requirement of M.G.L. Chapter 149, §52B-27F, inclusive. Attention is called to the Equal Opportunity Clause and the standard Federal Equal Employment Opportunity Construction contract specifications. All Bidders will receive consideration without regard to race, color, religion, age, sex, marital status, sexual orientation, gender, identity, national origin, disability, or veteran status.

Colleen Hunter-Mullatt, MCPO
Purchasing Agent
01/09/19

CITY OF PITTSFIELD ZONING BOARD OF APPEALS NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Board of Appeals will give a hearing at the City Hall, City Council Chambers on Wednesday January 16, 2019 at 7:00 P.M., to all parties interested in the petition of Pittsfield Investment Group LLC requesting a special permit under Article 23 Section 7.850 of the Zoning Ordinance to allow the operation of a recreational (adult-use) marijuana retail use. The premises affected are located at 531 Dalton Avenue and is in (n) B-C zoning district.

Albert A. Ingegn, III, Chairman
Zoning Board of Appeals
Pittsfield, MA
01/02/2019, 01/09/2019

CITY OF PITTSFIELD ZONING BOARD OF APPEALS NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Board of Appeals will give a hearing at the City Hall, City Council Chambers on Wednesday January 16, 2019 at 7:00 P.M., to all parties interested in the petition of Pure Botanicals LLC requesting a special permit under Article 23 Section 7.850 of the Zoning Ordinance to allow the operation of a recreational (adult-use) marijuana retail use. The premises affected are located at 239 West Street and is in (n) B-C zoning district.

Albert A. Ingegn, III, Chairman
Zoning Board of Appeals
Pittsfield, MA
01/02/2019, 01/09/2019

CITY OF PITTSFIELD ZONING BOARD OF APPEALS NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Board of Appeals will give a hearing at the City Hall, City Council Chambers on Wednesday January 16, 2019 at 7:00 P.M., to all parties interested in the petition of Lipton Inc requesting a special permit under Article 23 Section

Public Notices

7.823 & 8.3 of the Zoning Ordinance to allow the construction of an additional parking area extending into an adjacent residential zone for a pre-existing auto service station. The premises affected are located at 188 Elm Street and 1 Livingston Avenue and is in (n) B-C zoning district.

Albert A. Ingegn, III, Chairman
Zoning Board of Appeals
Pittsfield, MA
01/02/2019, 01/09/2019

Commonwealth of Massachusetts The Trial Court Probate and Family Court

INFORMAL PROBATE PUBLICATION NOTICE

Docket No. BE18P04054
Estate of DENNIS KRAUSNICK
Date of Death: November 28, 2018

Berlinshire Division
44 Bank Road
Pittsfield, MA 01201
(413) 442-6941

To all persons interested in the above captioned estate, by Petition of Petitioner CHRISTINA R. PACKER of STOCKBRIDGE, MA a Petitioner, CHRISTINA R. PACKER of STOCKBRIDGE, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and petition for the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representative appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

HELLER & ROBBINS
36 Clifford Street
Pittsfield, MA 01201
(413) 637-2255
01/09/19

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Berkshire Probate and Family Court
44 Bank Road
Pittsfield, MA 01201
(413) 442-6941

CITATION ON PETITION FOR FORMAL ADJUDICATION

Docket No. BE18P04054
Estate of Patricia C Trzinski
Date of Death: 08/28/2018

To all interested persons: A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Robert M. Karcher of Morris CT requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: Robert M. Karcher of Morris CT be appointed as Personal Representative of said estate to serve without Surety on the bond in \$100,000.00.

IMPORTANT NOTICE
You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at the Court before 10:00 a.m. on the third day of 01/09/2019.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection. If you object to this proceeding, if you fail to file a timely written appearance and objection followed by an affidavit of objection within thirty (30) days of the return day, action may be taken without further notice to you.

Public Notices

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESSES:
Hon. Richard A. Simons,
First Justice of this Court.
Date: December 10, 2018
Francis S. Markover,
Register of Probate

Angela W. Haydon, Esq.
Dorovan O'Connor & Dodge, LLP
1330 Main Street, Suite 200
North Adams, MA 01247
01/09/19

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by PAUL N. KEIR to GREYLOCK FEDERAL CREDIT UNION, dated September 26, 2013, and recorded on September 26, 2013, with the Berkshire Middle District Registry of Deeds in Book 5273, Page 60, of which mortgage I am the mortgagee, the same will be sold at public auction at 11:00 a.m. on the Thirty-Fifth (35th) day of January, 2019, at the mortgage premises described below, to wit: 35 Hancock Road, Pittsfield, Massachusetts, all and singular, the premises in said Pittsfield, Berkshire County, Massachusetts, described in said Mortgage, to wit:

A certain parcel of land located on the southerly side of Hancock Road, Pittsfield, Berkshire County, Massachusetts, bounded and described as follows:

Commencing at an iron pipe to be set and located on the northeast corner of the parcel herein conveyed; and the northwest corner of land now formerly of Joseph W. Izzo; thence running

South 30° 21' 49" east 156.13 to an iron pipe to be set at a point marking the southwest corner of Izzo; thence running

South 55° 22' 07" east a distance of 55.02 to an iron pipe located in the northerly boundary line of land now formerly of Carolyn Rockcastle and Roger Walker; thence running

South 30° 07' 33" west 313.39 along the northerly line of land now formerly of Carolyn Rockcastle and Roger Walker to an iron pipe to be set in the southeast corner of the parcel herein being conveyed; thence running

North 82° 44' 39" west 152.22 to a point marked by an iron pipe to be set in the southwest corner of the parcel herein being conveyed; thence running

North 27° 15' 21" east 308.02 to an iron pipe to be set; thence running

North 41° 43' 17" east 192.15 to an iron pipe to be set in the southerly side of Hancock Road; thence running

South 48° 57' 39" east 76 to the place of beginning.

Being Lot H15-1-103 as shown on Plan of Land surveyed for Federico Realty Corp. dated November 14, 1977 and prepared by S.K. Design Group, Inc. and recorded in the Berkshire Middle District Registry of Deeds in Book E-719 on December 22, 1997, and containing, according to said Plan, 1.33 acres.

Subject to an easement to AT&T as recorded in Book 1290, Page 877, if applicable.

Subject to the laying out of Hancock Road as a public road, as set forth in Book 501, Page 452.

Subject to the City of Pittsfield Commissioned Order of

Public Notices

Conditions DEP file No. 263-549, dated November 1, 1997, in Book 1586, Page 597. See Certificate of Compliance recorded in said Realty in Book 1744, Page 317.

Bagg and all the same premises conveyed to the mortgagee herein by deed of Roy V. Matthews, dated September 26, 2013, in the Berkshire Middle District Registry of Deeds in Book 5273, Page 76.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and tenancies and/or rights of parties in possession, including rights and claims to personal property installed by tenants or former tenants now on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph, and no representations are made concerning compliance with all applicable laws and regulations of any state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIVE THOUSAND DOLLARS (\$5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the publication of this notice of sale.

The office of HASHAM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts, will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHAM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the purchaser, highest bidder, and title shall be conveyed within twenty (20) days of said written notice.

The sale may be postponed or adjourned from time to time, if necessary, by the attorney for the Mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in the publication.

Other terms, if any, to be announced at the time and place of sale.

GREYLOCK FEDERAL CREDIT UNION,
Holder of Said Mortgage
Date: December 28, 2018

FROM THE OFFICES OF
HASHAM & SPINOLA
Attorneys for the Mortgagee
82 Wendell Avenue
Pittsfield, MA 01201
(413) 498-1304

AUCTIONEER:
MARCELLA ASSOCIATES
LICENSE NO. 1687
44 Lake Street
Dartmouth, MA 01226
01/09/19, 01/16/19, 01/23/19

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 16th from 12:00-3:00 PM at the offices of Royal Marini Group, located at 302 Marini Road, Pittsfield, MA 01201.

The proposed licensed Marijuana Retail Store is anticipated to be located at 2 Larch St., Pittsfield, MA 01201. There will be an opportunity for the public to ask questions.

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Margie R.

Public Notices

Jacobs to Wells Fargo Home Mortgage, dated October 24, 2003 and recorded in the Berkshire County Middle District Registry of Deeds in Book 2765, Page 3, as modified by a certain modification agreement dated May 15, 2017, and recorded with said Berkshire County Middle District Registry of Deeds in Book 5993, Page 77, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 PM on February 27, 2019, on the mortgaged premises located at 8 King Street, Pittsfield, Berkshire County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT: All that certain parcel of land situated in the County of Berks, State of Massachusetts, being known and designated as on the easterly side of King Street, so-called, and being lot numbered thirty-five (35) designated on a plan or map of lots surveyed and laid out by J. Lynn for John C. and Gilbert West in July, 1871, a copy of which is on file in the Pittsfield Registry of Deeds and may be referred to for more particular description. Said lot is about four (4) rods wide and ten (10) rods deep. Being the same property as conveyed from John M. Nyckoruk to Margie R. Jacobs, as recorded in Deed Book 1528 page 782. Recorded 06/30/1996 in BERKSHIRE COUNTY DEEDS.

For mortgagee's title see deed recorded in Berkshire County Middle District Registry of Deeds in Book 1528, Page 792.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, easements, encumbrances, covenants, liens or claims in the nature of liens, mortgages, public assessments, any and all unpaid taxes, tax liens, liens for water and sewer lines and any other municipal assessments or liens or existing encumbrance of record which are in force and effect, having priority over said mortgage, whether or not reference to such restrictions, easements or encumbrances is made in the deed.

TERMS OF SALE: A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance to be paid by certified or bank check at Harman Law Offices, P.C., 150 California St., Newton, Massachusetts 02459, or by mail to P.O. Box 610385, Newton Highlands, Massachusetts 02461-0385, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in the deed or mortgage shall control in the event of an error in the publication.

Other terms, if any, to be announced at the sale.

WELLS FARGO BANK, NA S/B/M TO WELLS FARGO HOME MORTGAGE INC.
Present holder of said mortgage

By its Attorneys,
HARMON LAW OFFICES, P.C.
150 California St.
Newton, MA 02458
(617) 558 0500
13711
01/09/19, 01/16/19, 01/23/19

NOTICE
The Massachusetts State Lottery Commission will offer a KENO monitor to display the game to only qualified existing KENO To Go agents, as listed below:

Mobile - 160 Howland Ave., Adams
Written objection hereto, by LOCAL LICENSING AUTHORITY, must be received by Arthur Buckley, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184
01/19/19

PUBLIC HEARING NOTICE
WILLIAMSTOWN COMMUNITY PRESERVATION COMMITTEE

The Community Preservation Committee will hold its annual public informational hearing on

Public Notices

Wednesday, January 23, 2019 at 8:00 am in the Municipal Building, 31 North Street, to identify the needs, possibilities, and resources of Williamstown regarding community preservation in accordance with General Law Chapter 44B, the Community Preservation Act. Residents, interested parties and prospective applicants are welcome to attend to assist the Committee in identifying the community housing, historic preservation, recreation and open space needs of the town.

Jane Patton
Chair
01/09/19, 01/16/19

Request for Proposal Past Control Services

Pittsfield Housing Authority (PHA) is seeking competitive sealed proposals from interested and qualified parties to provide Past Control Services from February 1, 2019 through January 31, 2020. At the sole discretion of the Pittsfield Housing Authority, the contract may be renewed in one year increments to a total period not to exceed three years. Estimated contract value is \$25,000.

Documents & solicitation will be available for pickup at the Pittsfield Housing Authority, 65 Columbus Ave., Pittsfield, MA 01201 between 8:30 am and 4 pm, Monday through Friday, excluding holidays or by email.

williamschradel
@pittsfieldhousing.org
beginning December 27th

Sealed proposals will be received until 2 p.m., Thursday, January 17, 2019. Bids may be delivered the following ways: (1) emailed: williamschradel@pittsfieldhousing.org

(2) faxed: 413-443-5013 (3) hand delivered: Columbus Arms, 65 Columbus Ave., Suite 1, Pittsfield, MA 01201.

Site visit may be arranged by contacting William Schradel, Director of Maintenance, by phone: 413-443-6556 or by email: williamschradel@pittsfieldhousing.org

All questions regarding this request for proposal should be sent to William Schradel, Director of Maintenance, by phone: 413-443-6556 or by email: williamschradel@pittsfieldhousing.org

Pittsfield Housing Authority does not accept responsibility for any proposal delivered late unless valid proof of interdelivered guaranteed delivery commitment through postal service or courier agent is provided.

Pittsfield Housing Authority reserves the right to cancel the Request for Proposal at any time, for any reason, without liability, if cancellation is deemed to be in the best interest of Pittsfield Housing Authority.

Pittsfield Housing Authority reserves the right to reject any or all proposals or to waive any minor informality in the bidding.

Sharon LeBarone
Executive Director
Lucille Reilly
Chairperson
12/27/18, 01/09/19

Lost

LOST DOG: Boxer mix, 11 years old, brindle color with white patch on chest. Answer to name "Puppy". Lost in Kew-Forest Mountain of Williams Street. May have went over mountain towards New Lenox Road area. Please call: Misa at 917-670-8424 or Micaiah at 413-329-5127.

MISSING WALKER: on Millcroft Cornerline at W. Main, November 3rd-10th. Blue walker with seat & harness tag under seat, rust spot on seat. Sentimental value, reward: 413-499-2491.

ITS THE CONVENIENCE that keeps people coming back to the great deals found in the classifieds.

Windows of Opportunity

Find local jobs. Discover your career. Online.
Visit berkshireeagle.com/careers to check out the current posts.

RECEIVED-CITY CLERK
CITY OF PITTSFIELD, MA

2019 JAN -8 AM 10: 59



BloomBrothers

City Clerk

2 Larch St. Pittsfield, MA 01201 Phone: (413) 464-9037 Fax: (413) 464-9055

1/8/2019

To Whom This May Concern,

We would like to inform you of the following public notice submitted to the Berkshire Eagle on 1/8/2019

Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 16th from 1:00-3:00 PM at the offices of Royal Property Group, located at 392 Merrill Road, Pittsfield MA 01201. The proposed licensed Marijuana Retail Store is anticipated to be located at 2 Larch St, Pittsfield MA 01201. There will be an opportunity for the public to ask questions.

Regards,

Ben Girard
Bloom Brothers



Planning

Board

Bloom Brothers

2 Larch St. • Pittsfield, MA 01201 • Phone: (413) 464-9037 • Fax: (413) 464-9055

RECEIVED

1/8/2019

JAN 08 2019 OGD
MS

To Whom This May Concern,

We would like to inform you of the following public notice submitted to the Berkshire Eagle on 1/8/2019

Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 16th from 1:00-3:00 PM at the offices of Royal Property Group, located at 392 Merrill Road, Pittsfield MA 01201. The proposed licensed Marijuana Retail Store is anticipated to be located at 2 Larch St, Pittsfield MA 01201. There will be an opportunity for the public to ask questions.

Regards,

Ben Girard
Bloom Brothers

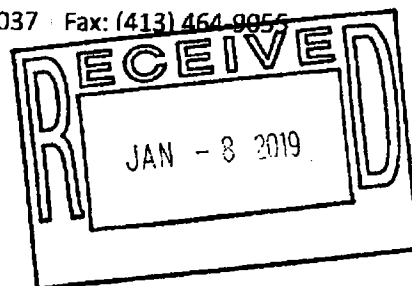


BloomBrothers

Mayor

2 Larch St. Pittsfield, MA 01201 Phone: (413) 464-9037 Fax: (413) 464-9055

1/8/2019



To Whom This May Concern,

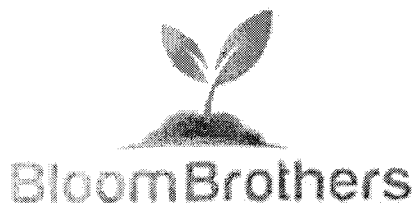
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Regards,

Ben Girard
Bloom Brothers



2 Larch St. Pittsfield, MA 01201 Phone: (413) 464-9037 Fax: (413) 464-9055

Notice of Intent to Abutters for Proposed Marijuana Retail Store

Landowner: SLING LLC
Address: 2 Larch St, Pittsfield MA 01201
Date Notice Sent: 1/8/2019

Abutter: [REDACTED]
Abutter Address: [REDACTED]

Dear Abutter:

The purpose of this letter is to serve as a notice that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 16th, 2019 between 1:00 PM and 3:00 PM, and will be held at the offices of Royal Property Group at 392 Merrill Road, Pittsfield MA 01201. The proposed licensed Marijuana Retail Store is anticipated to be located at 2 Larch St, Pittsfield MA 01201. There will be an opportunity for the public to ask questions.

The records of the City of Pittsfield Assessor's office show that you own property with a boundary within three hundred feet from the property line of the proposed establishment. This letter is to serve the notice requirement as set out by the Commonwealth of Massachusetts Cannabis Control Commission.

Sincerely,

Ben Girard
Co-Owner of Bloom Brothers
2 Larch St, Pittsfield MA 01201
Phone: 413-464-9037
Email: Ben@BloomBrothersMA.com

Supplement to Community Outreach Documentation

The December 20, 2018 “Notice: Additional Information Required” issued by the Cannabis Control Commission (“Commission”) asked Bloom Brothers to explain an potential discrepancy between the 400 Merrill Road, Pittsfield, Massachusetts 01201 address identified in the Community Outreach materials and the 2 Larch Street, Pittsfield, Massachusetts 01201 address identified in the Application of Intent and the Commercial Lease. As discussed in more detail below, there is no discrepancy in fact. 400 Merrill Road and 2 Larch Street both refer to the same parcel of land on which the proposed licensed Marijuana Retail store will be located, and no new Community Outreach meeting or notification to abutters, municipality or the public should be required. Nevertheless, Bloom Brothers has decided to conduct an additional Community Outreach meeting referencing the 2 Larch Street parcel. The materials for this meeting are submitted herewith.

The Bloom Brothers’ proposed Marijuana Retail store is planned for an approximately rectangular section of land comprising several lots leased to Bloom Brothers. Several parcels located alongside Merrill Road – also referred to as Route 9 – represent one long side, the end parcels adjoin two side roads that run perpendicularly off of Merrill Road – specifically, Larch Street and Laurel Street – and a property line running between Larch Street and Laurel Street as the remaining long side. The Marijuana Retail store was planned to be a new building constructed on the 400 Merrill Road parcel, at the corner of Merrill Road and Larch Street. A satellite photo of the entire Bloom Brothers’ leased parcel, with a flag showing the 400 Merrill Road parcel, is attached as Figure 1. Consequently, the 400 Merrill Road address was used for the two Community Outreach meetings held, following required notices, in May 21, 2018 and June 4, 2018.

The City of Pittsfield thereafter required Bloom Brothers to apply for and receive required local permits as a condition for securing a City signature on a Host Community Agreement with Bloom Brothers. Bloom Brothers timely pursued the required site plan approval. During the site plan review process, the City of Pittsfield engineer requested and required that access to the parking should occur off of Larch Street rather than off of Merrill Road, and that the physical address of the Marijuana Retail store should be changed to reflect the new access route to the store. Accordingly, on August 23, 2018, Bloom Brothers applied to the City for an address change for the store to 2 Larch Street, per the City engineer’s request. A satellite photo of the entire Bloom Brothers’ leased parcel, with a flag showing the now re-named 2 Larch Street parcel, is attached as Figure 2. As shown on the satellite photos attached as Figures 1 and 2, 2 Larch St is the same exact location as 400 Merrill Road and has the same abutters and other notice recipients as 400 Merrill Road.

Following the ensuing site plan and address change approvals, the City signed the Host Community Agreement with Bloom Brothers. The Host Community Agreement specifically mentions the address as “Larch St/Merrill Road” as the City was aware of the change that was occurring. Bloom Brothers, in turn, signed its final Commercial Lease for the property and filed its Applications with the Commission using the newly re-named 2 Larch Street address.

Accordingly, the location of the Bloom Brothers Marijuana Retail store has not changed, there are no new abutters, and there should be no need for additional notices or Community Outreach meetings. Nevertheless, to avoid all possible notice issues, Bloom Brothers conducted an additional Community Outreach meeting showing the 2 Larch Street parcel, on January 16, 2019 from 1 PM-3 PM at business offices adjacent to the 2 Larch Street store location. The new meeting materials are submitted herewith.

As a side note, Bloom Brothers has consistently taken extra measures to provide ample notice to its Pittsfield neighbors. Bloom Brothers initially held two separate Community Outreach meetings for this Marijuana Retail store as a courtesy to the neighbors and members of the community who were not able to attend the first one. The first meeting was timely advertised in the Berkshire Eagle on May 12, 2018, abutters' notices were timely sent on May 10, 2018, and the Community Outreach meeting was held on May 21, 2018 from 2:00 PM-4:00 PM at the Berkshire Athenaeum/Pittsfield Public Library, the location for the meeting recommended by City officials. The 2:00 PM-4:00 PM time block was the only time that the museum was available to hold the meeting, and only about 10 members from the community were able to be present. To ensure the public had a chance to voice their opinions, Bloom Brothers timely sent a second set of abutters' notices to the required individuals on May 24, 2018, timely posted a second notice in the local paper on May 26, 2018 and held a second meeting on June 4, 2018 from 6:00 PM-8:00 PM at the Morningside School, which was the meeting information that Bloom Brothers submitted to the Commission in the Application of Intent Packet. This second meeting had a more substantial turnout than the first meeting and gave Bloom Brothers leadership a second chance to address all the abutters or members of the public who had questions and concerns. As noted above, Bloom Brothers has now conducted a third Community Outreach meeting, with the latest one reflecting the 2 Larch Street address named in the Bloom Brothers' Application of Intent and Commercial Lease submitted to the Commission.

For all of the above reasons, Bloom Brothers has fully complied with the letter and purpose of Commission's Community Outreach requirements. No further notices or Community Outreach meetings are required.

Slang LLC d/b/a Bloom Brothers
Pittsfield Dispensary
Updated as of January 18, 2019

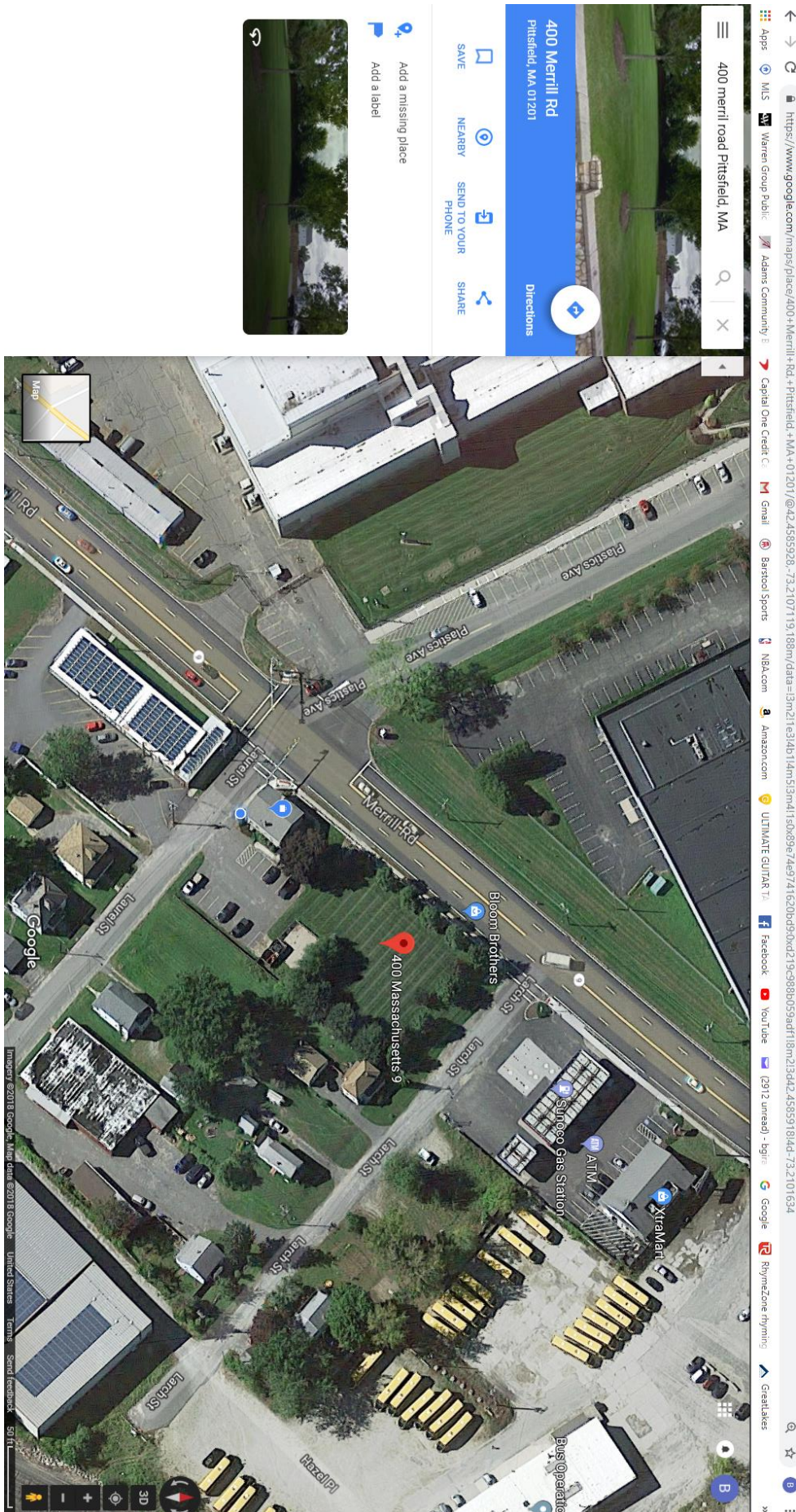


Figure 1: Bloom Brothers address as 400 Merrill Road, Pittsfield MA 01201. Satellite image courtesy of Google.

Slang LLC d/b/a Bloom Brothers
Pittsfield Dispensary
Updated as of January 18, 2019

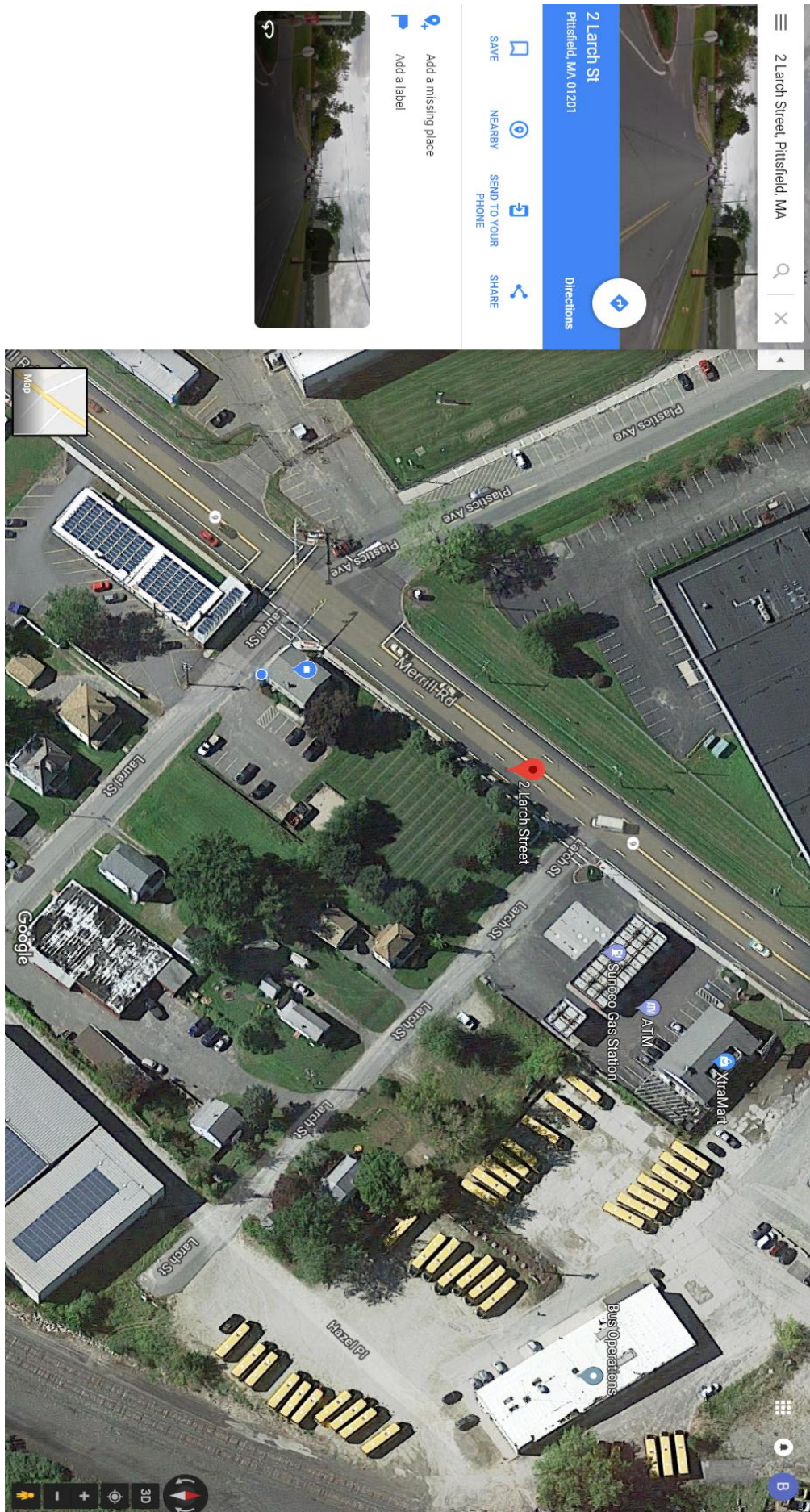


Figure 2: Bloom Brothers address as 2 Larch Street, Pittsfield MA 01201. Satellite image courtesy of Google

Municipal Financial Benefit Documentation Field and this Field is Required *Please upload financial documentation from third-party demonstrating the accuracy of the value entered above.*

To whom it may concern;

My name is Nathan Girard the CEO of Slang INC DBA bloom Brothers. We are a recreational marijuana retail store that is located @ 2 Larch St. Pittsfield, MA 01201.

As of the date I write this renewal plan 12/14/2020. We initially commenced operations on March 3, 2020. Per the host community agreement with the City of Pittsfield our first payment of \$30,000 (which is half of our annual fee of \$60,000 for year number 1) for community impact fees will not be due until Jan 1, 2020.

We were open until March 22nd, 2020 at which time we were required to close due to COVID-19 Restrictions placed upon us by Governor Baker. When we closed on March 23, 2020 – we remained closed until May 26th, 2020.

Upon re-opening we opened to Curbside only service from May 26th, 2020 until Monday November 9th, 2020 at which time we resumed indoor operations at a 20% capacity not allowing anymore than 5 customers in the store at any given time.

We recently had a positive COVID test for a staff person and had to close the store for a 2nd time due to Covid 19 for our entire staff to be tested on 11/28/2020 and we reopened upon negative tests for the entire staff on Thursday 12/3/2020.

To date the following sales took place @ our store month to month of which the city of Pittsfield has benefited 3% of the gross sales number.

March 2020 – \$295,379.18 (Pittsfield: \$8,861.38)

April 2020 – \$0 (Closed due to COVID)

May 2020 – \$195,602.86 (Pittsfield \$5,868.09)

June 2020 - \$834,399.28 (Pittsfield \$25,031.98)

July 2020 - \$1,169,259.53 (Pittsfield \$35,077.79)

August 2020 - \$1,186,588.06 (Pittsfield: \$35,597.64)

September 2020 - \$1,211,776.73 (Pittsfield: \$36,353.30)

October 2020 - \$1,176,895.33 (Pittsfield: \$35,306.86)

November 2020 - \$983,581.85 (Pittsfield: \$29,507.46)

December 2020 - TBD

Before Closing out the year we were able to provide the City of Pittsfield with a direct financial benefit totaling: **\$211,604.50** (This is on top of the additional community impact fee we are being charged of \$60,000 for the 1st year which increases to \$200,000 in years 4 & 5.

Nathan G Girard

Nathan G Girard CEO Slang INC DBA Bloom Brothers

CITY OF PITTSFIELD
CITY HALL
70 ALLEN STREET
PITTSFIELD MA 01201

CUSTOMER	NUMBER	242120
INVOICE	DATE	12/14/2020
INVOICE	NUMBER	107276

FOR/LOCATION
HOST AGREEMENT

SLANG INC
BLOOM BROTHERS
2 LARCH ST
PITTSFIELD, MA 01201

DESCRIPTION	ORIG	BILL	ADJUSTED	PAID	AMOUNT DUE
HOST AGREEMENTS- 1ST PAYMENT	30000.00				30000.00
RECREATIONAL	1.00 @				30000.00 PER EACH
QTY					

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

2478

12/17/2020

Slang Inc DBA Bloom Brothers
2 Larch St
Pittsfield
4134647443
www.bloombrothers.com

ORDER OF
City of Pittsfield

Pay TO THE
City of Pittsfield

Thirty thousand and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

Slang Inc. DBA Bloom Brothers
City Clerk
Pittsfield, MA 01201 USA
Town Hall
70 Allen St.

MEMO Invoice 107276 - BB 1/2 Payment

MP

INTELLICHECK WITH HEAT SENSITIVE SECURITY

INTELLICHECK™ Secure Check

Details on Back

UPON RECEIPT

INVOICE TOTAL DUE 30,000.00

PLEASE RETURN COPY WITH PAYMENT TO ADDRESS ABOVE.

01580182021400107276800030000004

PLAN FOR POSITIVE IMPACT ON AREAS OF DISPROPORTIONATE IMPACT

I. Plan Goals

The Bloom Brothers cannabis dispensary at 2 Larch Road, Pittsfield, MA (“Facility”) will develop and implement a Disproportionate Impact Area Plan (the “Plan”) consistent with the guidance of the Cannabis Control Commission. The goal of the plan is to have a positive impact on areas of disproportionate impact, as defined by the Commission.

II. Plan Elements

To achieve its goal, the first and most important element of the Plan has been to locate the Facility in the City of Pittsfield, which is a Commission-designated area of disproportionate impact¹. This location will benefit the City of Pittsfield in several ways, including but not limited to (1) payment of an approximately 3% fee to the City, (2) having the Facility purchase goods and services in Pittsfield in the ordinary course of the Facility’s business, (3) attracting residents and non-residents to the Facility to purchase products within the City, both at Bloom Brothers Facility and other Pittsfield businesses; and (4) attracting residents and non-residents to the Facility to serve as owners, managers and employees, and thereby also facilitating spending on nearby businesses within City limits.

As a second element of the Plan, the Facility will create 10-15 cannabis-related jobs right away in this area of disproportionate impact, with room for expansion. These new jobs will include salary-based and hourly employees from across the Pittsfield community, as well as nearby areas. Bloom Brothers cannot commit to hiring all of its employees and/or contractors from areas of disproportionate impact but intends to have residency in Pittsfield or other area of disproportionate impact be a supportive factor to be considered relative to a particular applicant in the Company’s Diversity Plan (which is submitted separately as part of this application). As discussed in more detail in the Diversity Plan, the means of achieving a diverse applicant pool and workforce that includes Pittsfield residents and/or residents of other areas of disproportionate impact will include posting open positions using job websites (such as Indeed.com), participating in job fairs sponsored by local colleges such as Berkshire Community College, and encouraging Pittsfield area organizations, including diversity organizations, to inform members of job openings and encourage applications.

As a third and final element of the Plan, Bloom Brothers plans on being a long-term contributor to the City of Pittsfield. Bloom Brothers plans on investing itself in the well-being and growth of the City by being a good corporate citizen and sponsoring selected community events in Pittsfield, among other nearby areas.

¹ Other Commission-designated areas of disproportionate impact in the general vicinity of Pittsfield include Amherst, Greenfield, Holyoke, North Adams, Springfield and West Springfield.

III. **Measurement and Accountability**

Regularly measuring success will be a key component of the Plan. Bloom Brothers will periodically gather pertinent information to measure the efficacy of its direct efforts to benefit the City of Pittsfield and/or any other Commission-designated area of disproportionate impact, including but not limited to actual and/or estimated dollars expended in and for Pittsfield and other Commission-designated areas. For example, Bloom Brothers will seek to quantify its fee payments, vendor purchases, employee salaries and community event spending associated with Pittsfield but may not be able to access more than anecdotal information concerning the impact of the Facility on nearby Pittsfield businesses.

At the end of a two year period following the first year of operation, and again at the end of five years following the end of the first year of operation, Bloom Brothers will undertake written assessments of its success in making contributions to Pittsfield and other Commission-designated areas of disproportionate impact. The written assessments will include, but not be limited to, (1) amount of Facility fee payments to the City of Pittsfield, (2) amount of Facility gross spending on vendors based in Pittsfield or other areas of disproportionate impact, (3) number of employees and total gross spending on compensation and benefits for residents of Pittsfield and other areas of disproportionate impact, (4) gross amount of spending on community or charitable events in Pittsfield or other disproportionate impact areas, and (5) to the extent necessary, recommendations for improving the effectiveness of Bloom Brothers' efforts relative to Pittsfield and/or other disproportionate impact areas.

PLAN FOR POSITIVE IMPACT ON AREAS OF DISPROPORTIONATE IMPACT

I. Plan Goals

The Bloom Brothers (the “Company”) cannabis retail store at 2 Larch Street, Pittsfield, MA (the “Facility”) will develop and implement a Disproportionate Impact Area Plan (the “Plan”) consistent with the guidance of the Cannabis Control Commission (the “Commission”). The goal of the Plan is to have a positive impact on areas of disproportionate impact, as defined by the Commission.

II. Plan Elements

To achieve its goal, the first and most important element of the Plan has been to locate the Facility in the City of Pittsfield, which is a Commission-designated area of disproportionate impact.¹ This location will benefit the City of Pittsfield in several ways including, but not limited to: (1) having the Facility purchase goods and services in Pittsfield in the ordinary course of the Facility’s business; (2) attracting residents and non-residents to the Facility to purchase products within the City, both at the Company’s Facility and other Pittsfield businesses; and (3) attracting residents and non-residents to the Facility to serve as owners, managers and employees, and thereby also facilitating spending on nearby businesses within City limits.

As a second element of the Plan, the Facility will immediately create 10-15 cannabis-related jobs right away in this area of disproportionate impact, with room for expansion. These new jobs will include salary-based and hourly employees from across the Pittsfield community, as well as nearby areas. The Company cannot commit to hiring all of its employees and/or contractors from areas of disproportionate impact but intends to have residency in Pittsfield or other area of disproportionate impact be a supportive factor to be considered relative to a particular applicant in the Company’s Diversity Plan (which is submitted separately as part of this application). As discussed in more detail in the Diversity Plan, the means of achieving a diverse applicant pool and workforce that includes Pittsfield residents and/or residents of other areas of disproportionate impact will include posting open positions using job websites (such as Indeed.com), participating in job fairs, cooperating with cannabis staffing groups, and encouraging Pittsfield area organizations, including diversity organizations, to inform members of job openings and encourage applications, subject to the expressed consent of such institutions, groups and organizations to posting cannabis job information.

As a third element, the Company plans on being a long-term contributor to the City of Pittsfield and surrounding areas, including other areas of disproportionate impact. The Company plans on investing itself in the well-being and growth of these areas by being a good corporate citizen and sponsoring selected community events in Pittsfield and the surrounding area. Some of the programs the Company anticipates volunteering with and sponsoring to improve the community are as follows:

¹ Other Commission-designated areas of disproportionate impact in the general vicinity of Pittsfield include Amherst, Greenfield, Holyoke, North Adams, Springfield and West Springfield.

- The Central Berkshire Habitat for Humanity:
 - o Habitat for Humanity is part of a global, nonprofit housing organization that builds and furnishes homes in struggling communities with a facility in the heart of Pittsfield. The Company plans to sponsor this program and spend time volunteering by helping retrieve donations of appliances, furniture, and home building materials. The Company will also help run the organization's registers to re-sell and track the donations that are made. Bloom Brothers has already solicited Habitat for Humanity to allow it to assist the organization. A representative of the organization stated it would likely be able to work with the Company, but needed to confirm with supervisors. The Company commits to confirming consent prior to commencing work with Habitat for Humanity.
- The Child Care of the Berkshires
 - o The Child Care of the Berkshires is located in the City of North Adams, which is another area of disproportionate impact as identified by the Commission. They offer high quality child care and support services, and host a variety of events from food and clothing drives, family literacy events, and community walks that support a wide range of causes. The Company's executive staff has a history of working in child care programs, which is why the Company feels strongly that volunteering with these programs can have a significant positive impact on the youth of North Adams and surrounding areas. Bloom Brothers has already solicited and received consent from The Child Care of the Berkshires to allow it to assist the organization.
- The Relay for Life.
 - o The Relay for Life is an annual fundraising event where people make donations for cancer research based on the number of miles that participants either walk or run during the event. This event is a staple of the Pittsfield area community, bringing everyone together to support friends and family who have been directly or indirectly been affected by cancer. The Company's executive staff has already donated and participated in this event in the past, and the Company plans on continuing its involvement by sponsoring, donating, and participating in this event. Bloom Brothers has already solicited and received consent from The Relay for Life to allow it to assist the organization.

These are just a few of the programs the Company is passionate about becoming involved with, and the Company will encourage its employees to suggest other programs with which they would like the Company to help support.

III. Measurement and Accountability

Regularly measuring success will be a key component of the Plan. The Company will periodically gather pertinent information to measure the efficacy of its direct efforts to benefit the City of Pittsfield, the City of North Adams, and/or any other Commission-designated areas of disproportionate impact, including, but not limited to, actual and/or estimated dollars expended in and for Pittsfield and other Commission-designated areas. For example, the Company will seek to quantify its fee payments, vendor purchases, employee salaries and community event spending associated with Pittsfield. Nevertheless, the Company may not be able to access more than anecdotal information concerning the impact of the Facility on nearby Pittsfield businesses.

With regard to specific community service events in which the Company executive staff and employees participate, the Company will develop specific annual goals related to how much money has been donated to organizations, how much time has been spent by management and employees volunteering with local organizations, and the impact of those volunteering efforts and donations. These “Stories of Impact” aren’t a numerical measurement, but instead provide an opportunity to demonstrate how the Company serves the Pittsfield community and other communities of impact and describe the Company’s involvement to customers shopping at the retail store. The Company’s social media pages will focus on these “Stories of Impact.” The goal of these efforts is to prove that the Company is more than just a cannabis retail store. Rather, the Company is an organization made up of passionate individuals who want to be viewed as pioneers in this industry that can help serve as role models in Pittsfield and other local communities that have been adversely affected by previously enforcement policies.

To ensure the Plan has measurable criteria, the Company will log the monetary donations, volunteer hours, and “Stories of Impact” and will conduct at least a preliminary review of the Company’s performance on a quarterly basis. On the employee level, if an employee reaches a specific number of hours volunteered or “Stories of Impact”, they may receive incentives such as additional employee discounts or time off. On a Company level, if the entire Company exceeds goals set for monetary donations, volunteer hours, and/or number of “Stories of Impact,” then further incentives will be implemented, such as a Company-wide party or a raffle where an employee can enter to win tickets to a sporting event or concert. The Company finds it essential to have a workforce that is not only passionate about its product, but also passionate about helping serve those in need. Having incentives like those previously mentioned will help create a Company culture that brings out the best in its employees, and ultimately shows that the cannabis industry is committed to helping its disproportionately affected communities.

At the end of a two-year period following the first year of operation, and again at the end of five years following the end of the first year of operation, the Company will undertake written assessments of its success in making contributions to Pittsfield and other Commission-designated areas of disproportionate impact. The written assessments will include, but not be limited to: (1) amount of Facility fee payments to the City of Pittsfield; (2) amount of Facility gross spending on vendors based in Pittsfield or other areas of disproportionate impact; (3) number of employees and total gross spending on compensation and benefits for residents of Pittsfield and other areas of disproportionate impact; (4) gross amount of spending on community or charitable events in Pittsfield or other disproportionate impact areas; and (5) to the extent necessary,

recommendations for improving the effectiveness of the Company's efforts relative to Pittsfield and/or other disproportionate impact areas. The Company will also provide the Commission with information collected and analyzed relative to contributing to Pittsfield and other areas of disproportionate impact through the date of each of its annual renewal filings in the years in which full reviews are not being conducted.

To ensure the Company is on track for executing this Plan, the Company will review its progress six months after the Commission grants the Company a provisional license, and then again three months later. This review will include an interim report that shows metrics, progress, and an assessment of whether or not the Company is meeting its goals. These interim reports will determine the Company's progress with these proposed goals, and will help guide us on whether or not additional focus is needed to ensure that goals are met. By creating these reports multiple times prior to the Company's first annual review for licensure renewal, and prior to the first of the full reviews at years two and five following licensure, the Company will be certain that it is to demonstrate its success with the Company's proposed goals in future reviews. Although these assessments are an obligation for the Company to operate in the Commonwealth and to be able to renew its license with the Commission, the assessments will also help the Company analyze the extent of success in helping Pittsfield and surrounding communities.

IV. Legal Obligations

The Company will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



William Francis Galvin
Secretary of the
Commonwealth

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

August 24, 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

SLANG LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 30, 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:
NATHAN G GIRARD, NICHOLAS A GIRARD, BENJAMIN D GIRARD, SCOTT LETOURNEAU

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **NATHAN G GIRARD, NICHOLAS A GIRARD, BENJAMIN D GIRARD, SCOTT LETOURNEAU**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NATHAN G GIRARD, SCOTT LETOURNEAU**

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



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

mass.gov/dor

Letter ID: L1750459008
Notice Date: September 19, 2018
Case ID: 0-000-487-430



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ANNA O. CHAN
SLANG LLC
1 BOSTON PL FL 37
BOSTON MA 02108-4407

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SLANG 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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: k5rmxq



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

[Special Filing Instructions](#)

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001319356

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

2a. Location of its principal office:

No. and Street: 392 MERRILL RD
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 392 MERRILL RD
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

RETAIL BUSINESS AND ANY OTHER LAWFUL USES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NATHAN G GIRARD
 No. and Street: 680 STAFFORD HILL RD
 City or Town: CHESHIRE State: MA Zip: 01225 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	NATHAN G GIRARD	680 STAFFORD HILL RD CHESHIRE, MA 01225 UNI
MANAGER	NICHOLAS A GIRARD	392 MERRILL RD PITTSFIELD, MA 01201 USA
MANAGER	BENJAMIN D GIRARD	392 MERRILL RD PITTSFIELD, MA 01201 USA
MANAGER	SCOTT LETOURNEAU	392 MERRILL RD PITTSFIELD, MA 01201 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	SCOTT LETOURNEAU	392 MERRILL RD PITTSFIELD, MA 01201 USA
SOC SIGNATORY	NATHAN G GIRARD	680 STAFFORD HILL RD CHESHIRE, MA 01225 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NATHAN G GIRARD	392 MERRILL RD PITTSFIELD, MA 01201 USA
REAL PROPERTY	SCOTT LETOURNEAU	392 MERRILL RD PITTSFIELD, MA 01201 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of March, 2018,
NATHAN G GIRARD

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

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 30, 2018 03:24 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BYLAWS OF SLANG, LLC (THE “COMPANY”)

ARTICLE I OFFICES AND RECORDS

Section 1.1. PRINCIPAL OFFICE. The principal office of the Company shall be within or without the Commonwealth of Massachusetts as set forth in the Company's Certificate of Organization or subsequent filing with the Secretary of the Commonwealth.

Section 1.2. OTHER OFFICES. The Company may also have other offices at any places, within or without the Commonwealth of Massachusetts, as the Board of Managers may designate, or as the business of the Company may require or as may be desirable.

ARTICLE II MEMBERS

Section 2.1. PLACE OF MEETING. Meetings of the members (each a “Member”) shall be held either at the principal office of the Company or at any other place designated by the Board of Managers, either within or without the Commonwealth of Massachusetts, as shall be designated in the notice of the meeting or executed waiver of notice.

Section 2.2. MEETINGS OF MEMBERS BY REMOTE COMMUNICATION. The Board of Managers may authorize Members not physically present at a meeting of Members to participate in a meeting of Members by means of remote communication and be deemed present and entitled to vote at the meeting, subject to any guidelines and procedures adopted by the Board of Managers.

The Board of Managers may also authorize that any annual or special meeting of Members shall be held solely by means of remote communication as set out this Section 2.2 without a physical assembly of Members.

Section 2.3. ANNUAL MEETING. An annual meeting of Members, for the purpose of electing Managers and transacting any other business as may be brought before the meeting, shall be held on the first Wednesday in May, or such other date as the Board of Managers may determine.

Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Company. If the Board of Managers fails to call the annual meeting, any Member may make demand in writing to any officer of the Company that an annual meeting be held.

Section 2.4. SPECIAL MEMBERS' MEETINGS. Special meetings of the Members may be called:

- (a) by the Board of Managers;
- (b) by the President;
- (c) upon the demand of the holders of at least [twenty-five percent (25%)], or such lesser percentage as the Certificate of Organization may permit, of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting.

Only business within the purposes described in the Company's meeting notice may be conducted at a special meeting of the Members.

Section 2.5. RECORD DATE FOR MEMBER ACTION. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the record date shall be:

- (a) on the date fixed by the Board of Managers in the notice of the meeting;
- (b) at the close of business on the day before the first notice is delivered to Members, if no date is fixed by the Board of Managers; or
- (c) on the day before the Members' meeting, if no notice of meeting is mailed to Members

For action by consent of the Members without a meeting, the record date for Members entitled to approve the action subject of the consent shall be:

- (a) on the date fixed by the Board of Managers; or
- (b) the date that the first Member signs the written consent, if no date is fixed by the Board of Managers.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members. A determination of Members entitled to notice of or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Board of Managers fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 2.6. NOTICE OF MEMBERS' MEETING. Written notice of any annual or special meeting of Members shall be given to any Member entitled to notice not less than ten (10) days nor more than sixty (60) days before the date of the meeting. The Company is required to give notice only to Members entitled to vote at the meeting. The Company shall give written notice to any Member entitled to notice by mail or by electronic transmission. Written notice by mail is effective on deposit in the United States mail, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members. Written notice by electronic transmission is effective by (a) facsimile telecommunication when directed to a number furnished by the Member for the purpose; (b) email when directed to an email address furnished by the Member for the purpose; (c) posting on an electronic network together with separate notice to the Member of such specific posting, directed to an email address furnished by the Member for the purpose; or (d) any other form of electronic transmission when directed to the Member in the manner specified by the Member.

Any person entitled to notice of a meeting may sign a written waiver of notice either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

Section 2.7. VOTING LISTS. The officer or agent having charge of the share transfer records for shares of the Company shall prepare an alphabetical list of all Members entitled to notice of the meeting, arranged by voting group and by class and series of share, with the address of and the number of shares held by each Member. The list shall be available for inspection by any Member beginning two (2) business days after notice of the meeting is given at the principal place of business of the Company or if the meeting will be held at another location, at a place in the city where the meeting will be held, which shall be identified in the meeting notice.

The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 2.8. QUORUM OF MEMBERS. A quorum shall be present for action on any matter at a Member meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one or more classes or series that are entitled, to vote and to be counted together collectively on a matter at a meeting of Members.

Once a quorum for a voting group has been established at a meeting, the Members in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless: (a) the Member attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting; or (b) the meeting is adjourned and a new record date is set for the adjourned meeting.

The Members in a voting group represented in person or by proxy at a meeting of Members, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred twenty (120) days after the date fixed for the original meeting, a new quorum for the meeting must be established.

Section 2.10. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

Section 2.11. VOTING BY PROXY OR NOMINEE. Shares of the Company's stock owned by the Company itself or by another Company or entity, the majority of the voting stock or interest of which is owned or controlled by the Company, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time. Nothing in this section shall be construed as limiting the right of the Company or any domestic or foreign Company or other entity to vote shares, held or controlled by it in a fiduciary capacity, or with respect to which it otherwise exercises voting power in a fiduciary capacity.

A Member may vote either in person or by proxy executed in writing by the Member or his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized by the Company to tabulate votes. No

proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest as defined in the Massachusetts Limited Liability Company Act. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the Member appointing a proxy shall not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Shares owned by another Company, domestic or foreign, may be voted by any officer, agent, or proxy as the bylaws of that Company may authorize or, in the absence of authorization, as the Board of Managers of that Company may determine.

An administrator, executor, guardian, or conservator may vote shares held in that fiduciary capacity if the shares forming a part of an estate are in the possession and forming a part of the estate being served by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name. A trustee may vote shares standing held in trustee's name, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of the shares into his or her name as trustee.

A receiver may vote shares standing in the name of a receiver and may vote shares held by or under the control of a receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which the receiver was appointed.

A Member whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares transferred, subject to any agreements containing restrictions on the hypothecation, assignment, pledge, or voluntary or involuntary transfer of shares.

Section 2.12. ACTION BY MEMBERS WITHOUT A MEETING. Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of [all the shares entitled to vote with respect to the action that is the subject of the consent/shares with at least the minimum number of votes necessary to take the action at a meeting at which all Members entitled to vote on the action are present and voting]. The action shall be evidenced by one or more written consents that (a) describe the action taken, (b) are signed by Members having the requisite votes, (c) bear the date of the signatures of such Members, and (d) are delivered to the Company for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Company.

If the action to be taken pursuant to the consent of voting Members without a meeting is one for which notice to all Members would be required by law if the action were to be taken at a meeting, then the Company shall, at least seven (7) days before the action is taken, give notice in the manner specified by Section 2.6 to all nonvoting Members.

ARTICLE III

MANAGERS

Section 3.1. BOARD OF MANAGERS. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers, except such powers expressly conferred upon or reserved to the Members, and subject to any limitations set forth by law, by the Certificate of Formation or by these Bylaws. Managers need not be residents of the Commonwealth of Massachusetts or Members of the Company.

Section 3.2. NUMBER OF MANAGERS. The number of Managers shall be four (4) provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by all of the members of the Board of Managers. No decrease in the number of Managers shall have the effect of decreasing the number of Managers below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent Manager.

Section 3.3. TERM OF OFFICE. At the first annual meeting of Members and at each annual meeting thereafter, the holders of shares entitled to vote in the election of Managers shall elect Managers to hold office until the next succeeding annual meeting, the Manager's successor has been selected and qualified, or the Manager's earlier death, resignation, or removal.

Despite the expiration of a Manager's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Managers.

Section 3.4. REMOVAL. Managers may be removed from office at any time with or without cause by the Members entitled to elect them. A Manager may be removed by Members or Managers only at a meeting called for that purpose, for which the notice must state that the purpose, or one of the purposes, of the meeting is removal of the Manager or Managers.

Section 3.5. RESIGNATION. Except as otherwise required in the Company's Operating Agreement, a Manager may resign at any time by giving notice in the form of an executed resignation to the Board of Managers, its chairman, or to the Company. A resignation is effective when the notice is delivered unless the notice specifies a future date. Acceptance of the resignation shall

not be required to make the resignation effective. The pending vacancy may be filled before the effective date in accordance with Section 3.6 of these Bylaws, but the successor shall not take office until the effective date.

Section 3.6. VACANCIES. Vacancies and newly created Managerships, whether resulting from an increase in the size of the Board of Managers, or due to the death, resignation, disqualification or removal of a Manager or otherwise, may be filled by election at an annual or special meeting of Members called for that purpose by the affirmative vote of a majority of the remaining Managers then in office, even though less than a quorum of the Board of Managers.

A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Manager may not take office until the vacancy occurs. Any elected to fill a vacancy shall serve until the next Members' meeting at which Managers are elected.

Section 3.7. MEETINGS OF MANAGERS. A regular meeting of the newly-elected Board of Managers shall be held without other notice immediately following each annual meeting of Members, at which the board shall elect officers and transact any other business as shall come before the meeting. Other regular and special meetings of the Managers may be held at such times and places within or outside the Commonwealth of Massachusetts as the Managers may fix. Special meetings of the Board of Managers may be called by the President, by the Chairman of the Board, if any, by the Secretary, by any two Managers, or by one Manager in the event that there is only one Manager.

Section 3.8. MEETINGS OF MANAGERS BY REMOTE COMMUNICATION. The Board of Managers may permit any or all Managers to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is considered to be present in person at the meeting.

Section 3.9. NOTICE OF MANAGERS' MEETINGS. Regular meetings may be held without notice of the date, time, place, or purpose of the meeting. All special meetings of the Board of Managers shall be held upon not less than two (2) days' notice. Such notice shall state:

(a) the date and time of the meeting;

(b) the place of the meeting;

(c) the purpose or purposes for which the meeting is called if the meeting is a special meeting.

The Company or person calling the meeting shall give notice of the meeting to each Manager personally, by telephone or voice mail, by mail, by electronic transmission if consented to by the Manager, or by messenger or delivery service. Notice to each Manager shall also be given by electronic transmission at the Manager's last known e-mail address.

A written waiver of the required notice signed by a Manager entitled to the notice, before or after the meeting, is the equivalent of giving notice to the Manager who signs the waiver. A Manager's attendance at any meeting shall constitute a waiver of notice of the meeting, except where the Manager attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 3.10. QUORUM AND ACTION OF MANAGERS. A majority of the number of Managers shall constitute a quorum for the transaction of business. The act of the majority of the Managers present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Managers, unless the act of a greater number is required by law, the Certificate of Formation, or these Bylaws. The Managers at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the Managers present at that meeting.

Section 3.11. COMPENSATION. Managers shall not receive any stated salary for their services, but by resolution of the Board of Managers a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Managers or committee thereof. A Manager shall not be precluded from serving the Company in any other capacity and receiving compensation for services in that capacity.

Section 3.12. ACTION BY MANAGERS WITHOUT A MEETING. Unless otherwise provided by these Bylaws, any action required or permitted to be taken at a meeting of the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board of Managers, or all committee members then appointed, consent to such action in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board of Managers.

Section 3.13. COMMITTEES OF THE BOARD OF MANAGERS. The Board of Managers, by resolution adopted by a majority, may designate one or more Managers to constitute one or more committees, to exercise the authority of the Board of Managers to the extent provided in the resolution of the Board of Managers and allowed under the law of the Commonwealth.

ARTICLE IV

OFFICERS

Section 4.1. POSITIONS AND APPOINTMENT. The officers of the Company shall be appointed by the Board of Managers and shall be a President, a Treasurer, a Secretary, and any other officers, including assistant officers and agents, as may be deemed necessary by the Board of Managers. Any two or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Managers. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4.2. REMOVAL AND RESIGNATION. Any officer appointed or elected by the Board of Managers may be removed with or without cause by the affirmative vote of the majority of the Board of Managers at any regular or special meeting. Any officer or assistant officer appointed by an authorized officer may be removed at any time with or without cause by any officer with authority to appoint such officer or assistant officer. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer may resign at any time by delivering notice to the Company. Resignation is effective when the notice is delivered unless the notice provides a later effective date. Any vacancies may be filled in accordance with Section 4.1 of these Bylaws.

Section 4.3. POWERS AND DUTIES OF OFFICERS. The powers and duties of the officers of the Company shall be as provided from time to time by resolution of the Board of Managers or by direction of an officer authorized by the Board of Managers to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of Companies similar in organization and business purposes to the Company subject to the control of the Board of Managers.

ARTICLE V

INDEMNIFICATION OF MANAGERS AND OFFICERS

The Corporation shall indemnify a Manager or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Manager or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

The Corporation may, to the fullest extent permitted by law, indemnify each person who may serve or who has served at any time as a Manager or officer of the Corporation or of any of its subsidiaries, or who at the request of the Corporation may serve or at any time has served as a Manager, officer, administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan, against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Manager, officer or other person entitled to indemnification hereunder.

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights which such Manager or officer or other person may be entitled under the Articles of Organization, any agreement, or pursuant to any action taken by the Managers or Members of the Corporation or otherwise.

ARTICLE VI

SHARE CERTIFICATES AND TRANSFER

Section 6.1. CERTIFICATES REPRESENTING SHARES. Shares may be certificated or uncertificated. If the shares are uncertificated, the Company shall record any share transfer in the Company's books and records. In the event the shares are certificated, the certificates representing shares of the Company shall state:

- (a) the name of the Company and that it is organized under the laws of the Commonwealth;
- (b) the name of the person to whom issued;

(c) the number and class of shares and the designation of the series, if any, which the certificate represents; and
(d) a conspicuous statement setting forth restrictions on the transfer of the shares, if any.
No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

Section 6.3. REGISTERED MEMBERS. The Company may treat the registered owner of any shares issued by the Company as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth, or giving proxies with respect to those shares.

Neither the Company nor any of its officers, Managers, employees, or agents shall be liable for treating that person as the owner of those shares at that time for those purposes, regardless of whether that person possesses a certificate for those shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express notice thereof, except as otherwise provided by law.

Section 6.4. LOST CERTIFICATES. The Company may issue a new certificate for its shares in place of any certificate theretofore issued and alleged by its owner of record or such owner's authorized representative to have been lost, stolen, or destroyed if the Company, transfer agent, or registrar is not on notice that such certificate has been acquired by a bona fide purchaser.

A new certificate may be issued in lieu of any certificate previously issued that has become defaced or mutilated upon surrender for cancellation of a part of the old certificate sufficient, in the opinion of the Secretary and the transfer agent or the registrar, if any, to identify the owner of the defaced or mutilated certificate, the number of shares represented thereby, and the number of the certificate and its authenticity and to protect the Company and the transfer agent or the registrar against loss or liability. When sufficient identification for such defaced or mutilated certificate is lacking, a new certificate may be issued upon compliance with all of the conditions set forth in this Section in connection with the replacement of lost, stolen, or destroyed certificates.

ARTICLE VII

MISCELLANEOUS

Section 7.1. SEAL. The Company may adopt a corporate seal in a form approved by the Board of Managers. The Company shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Company.

Section 7.2. CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Company shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Managers.

Section 7.3. FISCAL YEAR. The fiscal year of the Company shall be as determined by the Board of Managers.

Section 7.4. CONFLICT WITH APPLICABLE LAW OR CERTIFICATE OF FORMATION. These Bylaws are adopted subject to any applicable law and the Certificate of Formation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Formation, such conflict shall be resolved in favor of such law or the Certificate of Formation.

Section 8.5. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

ARTICLE VIII

AMENDMENT OF BYLAWS

Section 8.1. MEMBERS. These Bylaws may be amended, repealed, or otherwise altered by the Members.

Section 8.2. BOARD OF MANAGERS. As authorized by the Certificate of Formation, the Board of Managers may also make, amend, or repeal, subject to any provision of the Massachusetts Limited Liability Company Act, the Certificate of Formation, or a

bylaw adopted by the Members that reserves the power exclusively to the Members or otherwise restricts the authority of the Board of Managers.



Figure 1: Marijuana Jar. Image provided by <http://www.andler.com/marijuana/>

Category of License:
Recreational Marijuana Dispensary/Retail Store
Business Plan Dated 9/4/2018

Description

Bloom Brothers is a recreational marijuana dispensary that will provide an un-paralleled shopping experience to all of our clients. Beginning with our flagship store in Pittsfield, MA, our customers will enjoy a brand-new storefront in the heart of the City. Our mission is to provide a comfortable environment and high-quality products, which are intended to be used for relief from medical ailments or simply enjoyed leisurely by anyone at least 21 years old.

Our knowledgeable Product Specialists will navigate and guide customers through our wide variety of products, including cannabis flowers, concentrates, edibles and more. Our products will come from licensed cultivators and manufacturers. Bloom Brothers' focus is to not only provide exemplary customer service, but to also ensure a safe environment and stay compliant with all regulations set by the Cannabis Control

Business Plan

Dated 9/21/2018

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Executive Summary

Company Summary:

Bloom Brothers is a recreational marijuana dispensary that will provide an un-paralleled shopping experience to all of our clients.

Our store will be located at 2 Larch Street, Pittsfield, Massachusetts. This is an ideal location for a retail cannabis business in Pittsfield, as it is properly zoned to satisfy the city's requirements for where a licensed marijuana establishment (LME) must be located. The lot is currently just dirt, so we will be building a brand-new building to accommodate the business. We will be launching with just one outlet located in Pittsfield, MA, but we have been working with established business partners in the industry to become involved in the cultivation and manufacturing side as well. By establishing ourselves with the right business partners, we have high hopes of expanding our brand and opening more dispensaries throughout Massachusetts.

Our knowledgeable Product Specialists/Budtenders will navigate and guide customers through our wide variety of products, including cannabis flowers, concentrates, edibles and more. Bloom Brothers' focus is to not only provide exemplary customer service, but to also ensure a safe environment and stay compliant with all regulations set by the Cannabis Control Commission.

Bloom Brothers will be organized under Slang LLC, and will be led by Nathan Girard as CEO, Nicholas and Benjamin Girard as COOs, and Scott Letourneau as Chairman of the Board.

Our Mission: To provide high quality cannabis to customers with a product and service they can trust. To display our core values through exemplary customer service, high standards of quality, honesty, integrity, and community outreach.

Vision: By offering a wide variety of cannabis products and top-notch customer service, our goal is to become the largest recreational marijuana dispensary in Berkshire County.

Goal: Our primary goal is to promote the health benefits of cannabidiol (CBD) and tetrahydrocannabinol (THC), and to ensure a safe and secure environment for purchasing cannabis products.

Management: Our co-owner and CEO, Nathan Girard, has several years of experience in owning businesses, which have required him to develop strong vendor relationships and strategic partners along the way to ensure success. We are committed to not only making our own success, but to also seeing our hometown community of Pittsfield, MA flourish.

Products and Services:

Bloom Brothers will be involved in the dispensing of recreational marijuana plant material and concentrates, which will be our core products. Bloom Brothers will also sell marijuana-infused products (MIPs) such as waxes, oils, edibles, and topical creams that will strictly come from licensed cultivators and manufacturers. We will also engage in the sale of accessories and supplies related to cannabis delivery methods. Our goal is to separate ourselves from the average cannabis retail store by offering a wider variety of products than just simply flower. We have been establishing relationships with experienced and licensed cultivators and manufacturers who have gone through the trial and error process to see which products sell and which don't. By offering more products from the first day we open our store, we hope to capture a wider variety of customers and hopefully turn them into returning customers.

Bloom Brothers will ensure that all our customers are given first class treatment whenever they visit our store. We will have a CRM (customer relationship management) software that will enable us to log customer visits and purchases and manage one-on-one relationships with our customers no matter how large the business grows. In addition, we will ask for customer input regarding the variety of strains and products we carry.



Market Opportunities

With the surge of states legalizing and acceptance of some form of cannabis use and sales, 60% of the U.S. population now lives in a state where they could potentially access these products. Initiatives in California, Nevada, Massachusetts, Maine, Florida, Arkansas, Montana, North Dakota and West Virginia are estimated to have \$20.1 billion in sales by 2021 according to Arcview Market Research.

In the U.S., the cannabis industry employed 121,000 people in 2017. If marijuana continues its growth trajectory, the number of workers in that field could reach 292,000 by 2021, according to BDS Analytics. The rapid rise of the industry is inevitable, and the number of licenses available in Massachusetts are limited (though municipal prohibitions on adult use licenses or caps on licenses in a particular municipality) which is why we seek to be proactive and become involved during the beginning stages.

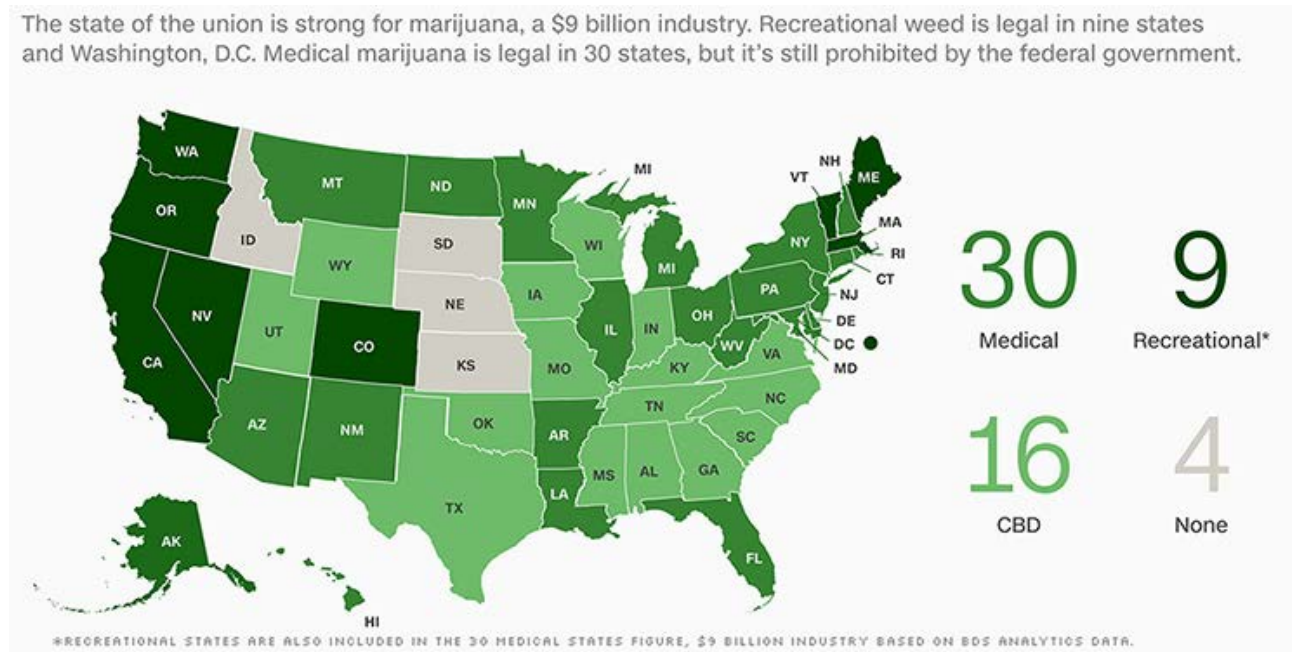


Figure 3: Map of states legalizing cannabis use for either medical, recreational, CBD products or none. Image provided from CNN Money (<http://money.cnn.com/2018/01/31/news/marijuana-state-of-the-union/index.html>)

Market Opportunities

Massachusetts alone is projected to have \$1.17 billion in sales by 2021 according to the Market Research done by ArcView, which was published in the Boston Globe. These projections are based on population comparisons alone, as this is a brand-new market that has never existed in Massachusetts. California has had recreational marijuana establishments operating successfully, and sales are projected to be closer to \$5.6 billion in sales by 2020, which could mean potentially higher or lower sales in Massachusetts.

Marijuana market growth

Projected value of marijuana sales in Massachusetts if legalized

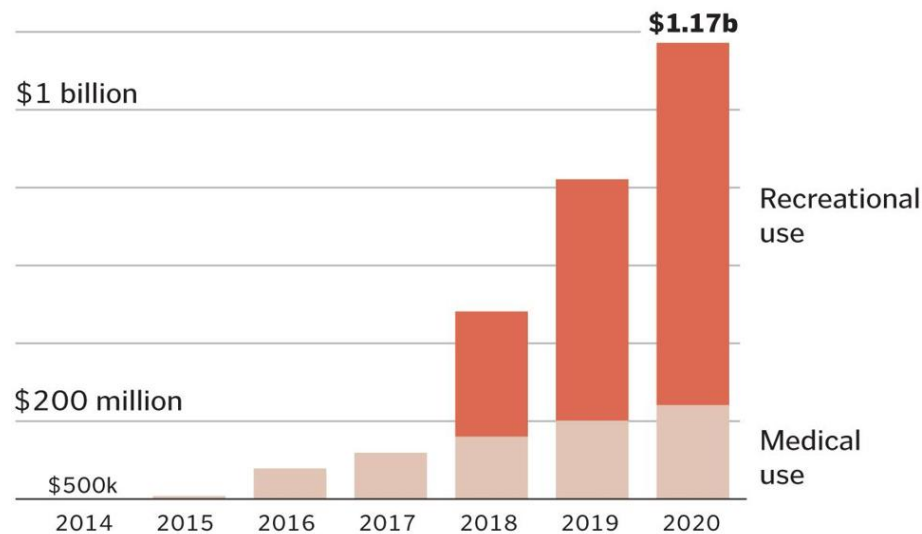


Figure 4: Marijuana growth potential in Massachusetts describing the projected value of marijuana sales by 2020. Image provided by the Boston Globe (<https://www.bostonglobe.com/business/2016/03/27/legal-marijuana-could-billion-industry-mass-researchers-forecast/kNXpuKlOk4LKrLUTlaqfXL/story.html>)

SOURCE: ArcView Market Research and New Frontier

GLOBE STAFF

marijuana was voted to become legal in

Massachusetts on November 8, 2016, the regulations that have been released from the Cannabis Control Commission (CCC) and the state government have deterred applicants that do not have the initial capital, and that lack the passion to pursue such a strenuous endeavor. We are confident in our abilities to pursue such an opportunity, not just for our own personal wealth, but so we can inject revenues and jobs into communities – such as Pittsfield – determined by the CCC to have experienced disproportionate impact from drugs and a lack of jobs.

Recreational marijuana dispensaries are now making use of technology to effectively manage their business by plugging financial leakage which is one of the biggest challenges that retail businesses faces. The use of technology, i.e. CRM software, is very effective in helping retail businesses manage their clientele base.

Our Competitive Advantage

We believe we possess several strengths that will allow us to remain visible compared to competition. The industry is growing and there are alternative ways through which clients can

obtain their marijuana. In this industry, most of the competitive dynamics center around the quality and variety of cannabis products dispensed, the service offered, the location where the dispensary is at, discounts offered for the products, and to some extent, the branding of the business can play a significant role.

We have been working with established cultivators and manufacturers to create a supplier relationship that will bring in unique products to separate us from the rest. Although we will sell flower, our main focus will be on selling marijuana infused products (MIPs), cannabidiol products (CBDs), and edibles. By offering a wider variety of products and exemplary customer service, we want to stand out as a destination for both new and experienced cannabis users.

Our retail operation will ensure that each order carries a printout in addition to any required labeling. The printout which accompanies the product will provide proper direction on how users are expected to take the product. Our facility will also include required current materials on warnings associated with cannabis use.

Bloom Brothers is entering into the market well prepared to favorably compete in the industry. Our store will be well positioned and visible. We have plenty of parking available with 24-hour surveillance as well as on-site security. We have created relationships with experienced dispensaries to provide us consultations for both the business and operations side of the industry. We will frequently utilize these consultants before we are up and running as well as after operations have begun. They have also agreed to assist with our employee training programs to help us create a customized customer service model to each of our individual clients. The customer service model relies heavily around educating all of our customers on the benefits of cannabis, methods of consumption, proper use and dosage for desired effects, and how to analyze the quality of the products they purchase.

Our employees will be trained on gauging each customer's experience with cannabis and motives for why they wish to use cannabis. By establishing a customer-centric program that focuses on determining what the customer ultimately wants from their purchase, we will become more than just a pot shop, we will become a destination for a wide variety of customers, as well as a resource for those seeking more knowledge about the benefits of our different cannabis products.

Motives for Use

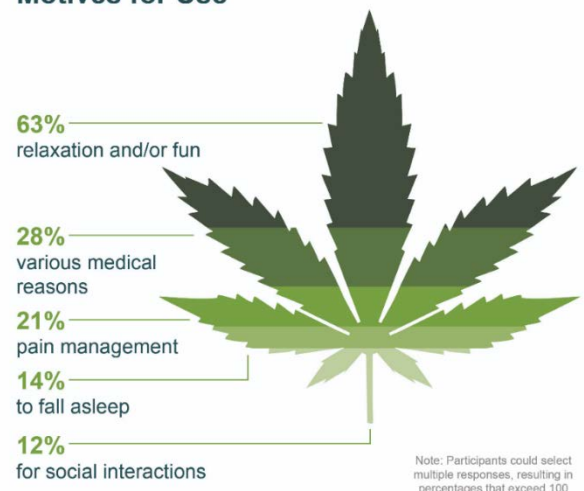


Figure 5: Motives for use. Results from a study done by High Sobriety clinic, posted on Slyng.com (<https://www.slyng.com/news/lets-talk-cannabis-debunking-myths-and-legal-status-473>)

Start-up Costs

The total capital investment required for the business to be developed and start operating is approximately \$800,000. Additional investments would cover start-up costs and fixed expenses until profit stability is achieved for the first year.

\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPITAL EXPENDITURES				
Land and Development: Paving, new foundation and building shell erected, hook up to public utilities	200,000	0	0	0
Space improvements including finishing/painting, kitchen, office space, bathrooms, etc.	100,000	0	0	0
Security system including multiple camera feed and metal/weapons detectors	20,000	0	0	0
Cost for Computer Software (Accounting, Payroll, CRM, Microsoft Office, Quickbooks Pro)	2,000	0	0	0
Supplies and store equipment (Display counters, POS and registers, signage, monitors, furniture, refrigerators, storage hardware, etc.)	50,000	0	0	0
OPERATIONAL EXPENSES				
Direct Costs	240,000	400,000	450,000	500,000
Initial and General Costs	50,000	4,000	4,000	4,000
Operating Expenses, including Salaries	80,000	115,000	130,000	130,000
Marketing and Sales Expenses	25,000	25,000	25,000	25,000
Miscellaneous	2,500	4,000	4,000	4,000
Total	769,000	548,000	613,000	663,000

Financial Summary

Bloom Brothers will fund its start-up costs largely through personal savings and private investments held by Nathan Girard and Scott Letourneau as described in more detail in the Capital Resources sections of the application, submitted herewith. Sales are expected to start conservatively for the first initial months and increase steadily through the third and fourth quarters of the first year of operations. We know that if we are consistent with offering high quality recreational marijuana and excellent customer service, we estimate that we will increase the number of our customers by more than 25% for the first year and then more than 30% subsequently. Cash will be retained in the business to cover operating needs and future expansion to meet the demands.

It is important to state that our sales forecast is based on the data gathered through standard assumptions readily available in the field.

Below are the sales projections for the first three years of operations using monthly sales totals:

First Year: \$150,000 per month (from walk-in customers): \$25,000 per month (from phone-ahead order customers) (total annual sales: \$2.1 Million) (net proceeds @ 3% tax to City of Pittsfield for year: approximately \$60,000).

Second Year: \$200,000 per month (from walk-in customers): \$40,000 per month (from phone-ahead order customers) (total annual sales: \$2,880,000) (net proceeds @ 3% tax to City of Pittsfield for year: approximately \$100,000).

Third Year: \$250,000 per month (from walk-in customers): \$60,000 per month (from phone-ahead order customers) (total annual sales: \$3,720,000) (net proceeds @ 3% tax to City of Pittsfield for year: approximately \$150,000).

Please note: These projections are done based on what is obtainable in the industry and with the assumption that there won't be any major economic meltdown or natural disasters within the period stated above. Please note that the above projections might be lower or higher than the actual yields that may occur.

Direct and Indirect Community Impact

Bloom Brothers will create 10-15 jobs right away with room for expansion. These new jobs will include salary-based and hourly employees from across the community. The economic benefits of these and other contributions to Pittsfield, as an area of disproportionate impact as identified by the Cannabis Control Commission, are described in more detail in the Plan for Disproportionate Impact Areas section of our application, submitted separately herewith.

We will implement a Diversity Plan policy that follows the Cannabis Control Commission and Federal EEOC (U.S Equal Employment Opportunity Commission) guidelines for hiring, as described in more detail in the Diversity Plan submitted separately herewith. Our employees must be qualified, intuitive, service-oriented, and knowledgeable of our products and services. We will hire high quality employees while also maintaining a diverse workplace that mimics the culture of the community in Pittsfield. We will be paying an approximate 3% tax out of reserves received from retail cannabis sales directly to the City of Pittsfield as laid out in our Host Community Agreement. Everyone in our management team grew up in or near this community, which gives us motivation to support youth clubs, athletics, and services anyway we can. We will explore multiple avenues to giving back to the youth while simultaneously not exposing them to our industry, whether it be through anonymous donations, volunteering at local events, or coaching youth soccer. We plan on being involved in the well-being and growth of the City by sponsoring community events that we support.

Marketing Strategy

The marketing and sales strategy of Bloom Brothers will be based on generating long-term personalized relationships with customers. In order to achieve that, we will ensure that we offer recreational marijuana at prices that are competitive with and, if possible, lower compared to what is obtainable in other locations within Massachusetts. We will also ensure that we have a wide range of flowers and cannabis-infused products in stock for purchase and in-store call-ahead pick up for frequent customers.

We will be hiring retail industry experts who have a solid understanding as consultants to help us develop marketing strategies that will allow us to achieve our business goal of winning a larger percentage of the available market in Berkshire County.

Cannabis is still illegal under federal law, which mandates that state governments and online advertising platforms place strict rules on how companies can market their products. Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

To work around these strict guidelines, direct marketing at industry conferences and events and significant involvement with our host community and neighboring communities will be key to spreading the word. Promoting the health and wellness aspects of cannabis and maintaining strong relationships with growers and manufacturers will be the most effective strategies for our marketing campaign.

Bloom Brothers will adopt the following sales and marketing approach to win customers over:

- Hold meetings with growers and manufacturers to build relationships across the industry.
- Introduce our business by sending introductory letters to residents, business owners and organizations.
- Advertise our business in community-based adult-focused newspapers, local TV and local radio stations, as well as larger Cannabis magazines like Cannabis Now, 420 Magazine, and Marijuana Venture.
- List our business on yellow pages ads (local directories).
- Use the internet to promote our business with our own tailored website.
- Leverage word-of-mouth marketing (referrals). Since we are locals from the host community, our relationship with the community alone will help draw customers.
- Attend recreational marijuana related exhibitions / expos.
- Provide brochures summarizing our business and the products we offer.

Our Target Market

Bloom Brothers is in business to service a wide range of customers. Aside from cannabis flowers, we will retail Cannabis-infused products including edibles, MIPs, CBDs, and topical creams to serve customers who do not wish to inhale smoke. We will serve walk-in customers, call-ahead orders for frequent customers, and will have CRM software tracking each customers information and preferred products based on past visits.

Generally, those who will use recreational marijuana can range from those in need of relief from medical ailments, those seeking stress relief, persons with possible appetite or eating disorders, or simply those who want to use the product leisurely for personal use in the privacy of their own home.

The cannabis market is a diverse group of all ages races, and socioeconomic backgrounds. The fact that we are going to open our doors to a wide range of customers aged at least 21 years old does not stop us from demanding valid IDs and screening our customers, as required by Commission rules. Our staff is trained to effectively service our customers and provide the highest quality experience and product available in the market today.

Dispensary Location and Hours of Operation:

Location: 2 Larch St, Pittsfield, MA 01201

Hours of Operation:

Monday-Saturday: 10:00 AM – 7:00 PM

Sunday: 12:00 PM – 6:00 PM

Please note these are the maximum timeframes we would be open, actual business hours could be less once operations begin.



Figure 6: Rendering of our potential building shell. Please note there is not currently any structure on the lot, but the above rendering has been approved by the local Community Development Board and Zoning Board of Approvals.

COMMON POLICY DECLARATIONS

POLICY NUMBER: CTL-0002140-01

Coverage Provided By:
Topa Insurance Company

Responsible Agent of Record:
CIS Insurance Services, LLC
1468 W 9th Street Suite 805
Cleveland, Ohio 44113
800-420-5757
cannasure.com

NAMED INSURED: Slang Inc DBA Bloom Brothers

MAILING ADDRESS: 2 Larch St

Pittsfield, MA 01201

POLICY PERIOD: FROM 08/08/2020 TO 08/08/2021 AT 12:01 A.M. STANDARD
TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS ENTITY ☐ Individual ☐ Partnership ☒ Corporation ☐ Limited Liability Company
☐ Joint Venture ☐ Trust ☐ Other:

BUSINESS DESCRIPTION Retail Operations-Recreational

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

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

	PREMIUM
COMMERCIAL PROPERTY COVERAGE PART	N/A
COMMERCIAL GENERAL LIABILITY COVERAGE PART	N/A
COMMERCIAL EXCESS LIABILITY	N/A
COMMERCIAL INLAND MARINE COVERAGE PART	N/A
PRODUCTS LIABILITY COVERAGE	\$14,600.00
TERRORISM	REJECTED
ADMIN FEE	\$750.00
SURPLUS LINES TAX	\$584.00
TOTAL:	\$15,934.00

**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.**

SCHEDULE OF NAMED INSURED:

Slang Inc DBA Bloom Brothers

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

SEE SCHEDULE OF FORMS

Countersigned:

09/23/2020

(Date)

By:

(Authorized Representative)

SCHEDULE OF FORMS

Named Insured: Slang Inc DBA Bloom Brothers

Policy Number: CTL-0002140-01

COMMON POLICY

CISDEC T 01	(10 17)	COMMON POLICY DECLARATIONS - PROD
CIS ASF	(04 19)	TWO OR MORE COVERAGE FORMS OR POLICIES
		ISSUED BY US
CIS MP 004	(10 17)	25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS SUIT T N006	(08 20)	SERVICE OF SUIT CLAUSE
IL 00 17	(11 98)	COMMON POLICY CONDITIONS
CIS DISCLOSURE TRIA	(12 17)	DISCLOSURE PURSUANT TO TERRORISM RISK
		INSURANCE ACT
IL 00 21	(09 08)	NUCLEAR ENERGY LIABILITY EXCLUSION
		ENDORSEMENT
IL N 001	(09 03)	FRAUD STATEMENT
CIS PROD NBCR	(05 20)	EXCLUSION - NUCLEAR, BIOLOGICAL,
		BIO-CHEMICAL, CHEMICAL AND RADIATION

COMMERCIAL GENERAL LIABILITY

CG 21 73	(01 15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CIS PROD DEC 01	(11 17)	PRODUCTS/COMPLETED OPERATIONS LIABILITY
		DECLARATIONS
CG 00 38	(04 13)	PRODUCTS/COMPLETED OPERATIONS LIABILITY
		COVERAGE FORM
CIS PROF 01	(11 17)	PROFESSIONAL LIABILITY SUBLIMIT
CIS PROD DWL 01	(12 17)	AMENDMENT-DEFENSE WITHIN LIMITS
CIS PROD PEST	(11 17)	LIMITED PESTICIDE COVERAGE
CIS PROD EX 001	(10 19)	EXCLUSION-SPECIFIED PRODUCTS OR SUBSTANCES
CIS PROD EX 002	(11 17)	EXCLUSION-SPECIFIED NUTRACEUTICAL SUBSTANCES
CIS PROD EX 003	(11 17)	EXCLUSION-NEW ENTITIES
CIS PROD EX 004	(11 17)	FUNGI OR BACTERIA EXCLUSION
CIS PROD EX 006	(11 17)	EXCLUSION-CROSS SUITS
CIS PROD EX 007	(11 17)	EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES
		OR PENALTIES
CIS PROD EX 008	(11 17)	ILLEGAL FERTILIZER EXCLUSION
CIS PROD EX 012	(11 19)	EXCLUSION - SPECIFIED DISEASE
CIS PROD EX 013	(05 20)	EXCLUSION - COMMUNICABLE DISEASE
CIS AUDIT PRODUCT 02	(10 17)	AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CG 03 00	(01 96)	DEDUCTIBLE LIABILITY INSURANCE
CG 21 98	(12 07)	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 24 10	(07 98)	EXCESS PROVISION-VENDORS
CG 33 59	(05 14)	EXCLUSION-ACCESS OR DISCLOSURE OF
		CONFIDENTIAL OR PERSONAL INFO
CG 33 70	(03 05)	SILICA OR SILICA-RELATED DUST EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

The following is added to Common Policy Conditions:

If any Coverage Form attached to this policy and any other Coverage Form or policy issued by us or any company affiliated with us provide coverage to anyone who qualifies as an insured under the policies and apply to the same accident, claim, damage, loss, "occurrence", offense, or "suit", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over the Coverage Form.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

25% MINIMUM EARNED PREMIUM ENDORSEMENT

In the event the policy is cancelled by the Named Insured, the policy premium is subject to a Minimum Earned Premium of 25% of the total policy premium.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

SERVICE OF SUIT CLAUSE

IT IS AGREED THAT IN THE EVENT OF THE FAILURE OF THE COMPANY TO PAY ANY AMOUNT CLAIMED TO BE DUE HEREUNDER, THE COMPANY, AT THE REQUEST OF THE INSURED, WILL SUBMIT TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION WITHIN THE UNITED STATES 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, PURSUANT TO ANY STATUTE OF ANY STATE, TERRITORY OR DISTRICT OF THE UNITED STATES WHICH MAKE PROVISION THEREFOR, THE 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 ITS TRUE AND LAWFUL ATTORNEY UPON WHOM MAY BE SERVED ANY LAWFUL PROCESS IN ANY ACTION, SUIT OR PROCEEDING INSTITUTED BY OR ON BEHALF OF THE INSURED OR ANY BENEFICIARY HEREUNDER ARISING OUT OF THIS POLICY OF INSURANCE, AND HEREBY DESIGNATES

Michael Day
President & CEO
Topa Insurance Company LTD
24025 Park Sorrento Suite 300
Calabasas, CA 91302

AS THE PERSON TO WHOM THE SAID OFFICER IS AUTHORIZED TO MAIL SUCH PROCESS OR TRUE COPY THEREOF.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT 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.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

PART I	
Terrorism Premium (Certified Acts)	\$ 365.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): ALL COVERAGE PARTS ASSOCIATED WITH THIS POLICY	
Additional information, if any, concerning the terrorism premium: NOT APPLICABLE	
PART II	
Federal share of terrorism losses (Refer to Paragraph B. in this endorsement.)	
83% Year 2017	
82% Year 2018	
81% Year 2019	
80% Year 2020	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

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".

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; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- 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.

PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS

NAMED INSURED: Slang Inc DBA Bloom BrothersPOLICY PERIOD: 08/08/2020 - 08/08/2021

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

LIMITS OF INSURANCE	
Each Occurrence Limit	<u>\$1,000,000</u>
Aggregate Limit	<u>\$2,000,000</u>

RETROACTIVE DATE
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: <u>08/08/2019</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT (CIS PROD WD 01)
Aggregate Limit N/A
Deductible Amount Per Product Withdrawal N/A
Participation Percentage Per Product Withdrawal N/A %
Cut-off Date N/A

PROFESSIONAL LIABILITY SUBLIMIT (CIS PROF 01)
Annual Aggregate Limit \$50,000

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	*ADVANCE PREMIUM
Retail Operations-Re	18437	6,150,000 (s)	2.317	\$14,600
AUDIT PERIOD (IF APPLICABLE) <input checked="" type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI- ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY				

*Advance Premium may include other charges not subject to audit and/or may reflect minimum premium

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**THIS INSURANCE PROVIDES 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

PRODUCTS/COMPLETED OPERATIONS 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" included within the "products-completed operations hazard" 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.

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 "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. 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.

g. 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; or
- (4) Personal property in the care, custody or control of the insured.

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) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

h. Damage To Your Product

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

i. 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.

j. 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.

k. 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.

l. Electronic Data

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

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

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

SUPPLEMENTARY PAYMENTS

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. 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.
 - c. 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.
 - d. 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.

- e. 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.
- f. 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 – Coverages – 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.

2. Each of the following is also an insured:

- a. 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" is an insured for:

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

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", 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 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; and
- b. Coverage does not apply to "bodily injury" or "property damage" that occurred 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 Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

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 – PRODUCTS/COMPLETED OPERATIONS 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, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" 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".

Notice of an "occurrence" 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 "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 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

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 Declarations of this insurance and applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

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.

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.

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 products/completed operations 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, 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 the Aggregate Limit.

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

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

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

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

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled 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" or "property damage" 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 "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.

Once in effect, Extended Reporting Periods may not be cancelled.
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, Claim Or Suit Condition; and
 - b. Sixty days with respect to claims arising from "occurrences" 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 a supplemental aggregate limit of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 3. of that section.

SECTION VI – DEFINITIONS

1. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "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 goods or products made or sold by you in the territory described in Paragraph a. above;

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.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

6. "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.

7. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

8. "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".

9. "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".

10. "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. maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "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 included.

13. "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.

14. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" 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.

15. "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.

16. "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.

17. "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.

PROFESSIONAL LIABILITY SUBLIMIT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Professional Liability Annual Aggregate Limit \$ 50,000
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A. The following is added to Paragraph 1. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional health care services shall be deemed to be caused by an "occurrence".

B. 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 "bodily injury" or "property damage":

- a. Caused by the willful violation of a penal statute or ordinance relating to the sale of "Medical Marijuana" by or with the knowledge or consent of any insured.
- b. Arising out of any insured's consulting, diagnostic, referral, or similar service, including performing blood tests, prescribing or administering of any drugs and managing drug therapy, whether or not service is required or permitted under any applicable statutes.
- c. Arising out of any goods or products prescribed by any insured as permitted by any applicable statute.

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 that which is described in Paragraph a., b. or c.

C. Paragraph 2.a.(1)(d) under Section II – Who Is An Insured is replaced by the following:

- (d) Arising out of his or her providing of or failure to provide professional health care services. However, this exclusion does not apply to professional health care services performed in his or her capacity as a dispenser of "Medical Marijuana" and not excluded in Paragraph B. of this endorsement.

D. For the purpose of determining the limits of insurance for the coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

E. The following are added to Section III - Limits Of Insurance:

4. Subject to Paragraph 2. of Section III - Limits Of Insurance, the Professional Liability Annual Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all "bodily injury" or "property damage" arising out of the rendering of or failure to render professional health care services.

5. Subject to 4. above, the Each Occurrence Limit as noted in Paragraph 2. continues to apply to "bodily injury" or "property damage" arising out of the rendering of or failure to render professional health care services but only if, and to the extent that, limits are available under the Professional Liability Annual Aggregate Limit.

F. The following is added to SECTION VI – DEFINITIONS:

"Medical Marijuana" means cannabis or marijuana, including constituents of cannabis, THC and other cannabinoids, as a physician- recommended form of medicine or herbal therapy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DEFENSE WITHIN LIMITS

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 1. of SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE** is replaced by the following:

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" included within the "products-completed operations hazard" 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 and "claim expenses" 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 Limits of Insurance in the payment of judgments or settlements including "claim expenses". "Claim expenses" are payable within, and not in addition to, the Limits of Insurance. When the applicable limit has been exhausted, the Named Insured shall, upon notice from us, promptly take over control of the defense.

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

- B. SUPPLEMENTARY PAYMENTS of SECTION I – COVERAGES** is replaced by the following:

SUPPLEMENTARY PAYMENTS

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, excluding "claim expenses".
 - b. 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.
 - c. 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.
 - d. 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.
 - e. All "claim expenses".
 - f. 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.
 - g. 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.

Payments noted in **a.**, **b.**, **c.**, and **d.** above will not reduce the limits of insurance.

Payments noted in **e.**, **f.**, and **g.** above will reduce 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 – Coverages – Bodily Injury And Property Damage Liability, such payments will be deemed to be "claim expenses" and will not be deemed to be damages for "bodily injury" and "property damage".

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 we have used up the applicable limit of insurance in the payment of judgments or settlements, including "claim expenses"; or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

C. Section III – Limits Of Insurance is replaced by the following:

Section III – Limits Of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for damages, including "claim expenses", because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for damages, including "claim expenses", because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The Limits of Insurance of this Policy 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.

D. The following paragraph is added to Section VI – Definitions:

"Claim expenses" means payments allocated to a specific claim we investigate, settle or defend, for its investigation, settlement or defense, including:

1. Fees and salaries of attorneys and paralegals we retain.
2. All other litigation or administrative hearing expenses, including fees or expenses incurred in connection with an appeal or expert witnesses hired either by us or by the defense attorney retained by an "insured".
3. Costs taxed against the insured in the "suit".
4. Costs of subpoenas.

"Claim expenses" does not include salaries and expenses of our "employees".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PESTICIDE COVERAGE

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

a. Pesticides

"Bodily injury" or "property damage" arising out of the use of a pesticide. This exclusion does not apply to an "Approved Pesticide".

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

"Approved Pesticide" means a pesticide that is approved for use by a governmental authority in the cultivation of marijuana in the state or territory where such cultivation takes place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPECIFIED PRODUCTS OR SUBSTANCES

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to any claim or “suit” arising out of the products or substances listed below, whether ingested or not, regardless of the amount or concentration of the product or substance as a separate ingredient or any derivative or extract thereof:

1. Accutane
2. DES (diethylstilbestrol, dienestrol or stilbene derivative)
3. Ephedra
4. Fenfluramine, Phentermine or Dexfenfluramine
5. Isotretinoin
6. Latex
7. Oxycodone
8. Phenylpropanolamine (PPA)
9. Silicone
10. Steroids or anabolic hormones
11. Swine Flu vaccine including any and all strain or strains
12. Thalidomide
13. Dimethylamylamine, DMAA, 1,3-dimethylamylamine, methylhexanamine, 4- methylhexan-2-Amine HCL, geranamine, geranium extract, or geranium oil.
14. 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).
15. 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
16. BMPEA, BmePEA, R-beta-methylphenethylamine, Beta-methylphenethylamine, or Acacia Rigidula extract
17. Picamilon, pikatropin, pikamilon, nicotinyl-gamma-aminobutyric acid, nicotinoyl-GABA, and 4-(Pyridine-3-carbonylamino) butanoic acid.
18. Methylsynephrine, oxilofrine and p-hydroxyephedrine
19. Kratom; mitrgynine; 7-hydroxymitragynine
20. DMHA; 2-amino-6-methylheptane; 2-amino-5-methylheptane; 2-Aminoisoheptane; Octodrine; 6-methylheptan-2-amine; 1,5-Dimethylhexylamine
21. Eria Jarensis; N-phenethyl dimethylamine, N-methyl-PEA; N,N-dimethyl- phenethylamine; N,N-dimethyl-PEA; dimethylphenethylamine; N,N-dimethyl-2- phenylethylamine; N,N-DMPEA
22. diacetyl, acetoin, and 2,3-pentanedione
23. Vitamin E acetate, tocopheryl acetate and any of the synthetic forms of either Vitamin E acetate or tocopheryl acetate, Polyethylene glycol 400, Propylene glycol and Medium Chain Triglycerides but only when used in electronic cigarettes or any other vaporizing product

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPECIFIED NUTRACEUTICAL SUBSTANCES

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to any claim or "suit" arising out of the products or substances listed below, whether ingested or not, regardless of the amount or concentration of the product or substance as a separate ingredient or any derivative or extract thereof:

1. Aristolochia spp., Aristolochia, Aristolochia acids, Aristolochia fangchi, Akebia spp., Asarum spp., Bragantia spp., Clematis spp., Coccus spp., Diploclisia 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
2. Androstenedione and any derivatives and all steroid precursors
3. Aristocholic Acid (Aristolochia)
4. Bitter Orange
5. Chapparral (Larrea divaricata)
6. Colloidal Silver
7. Comfrey (symphyum officinale)
8. DES (diethylstilbestrol, dienestrol or stilbene derivative)
9. Ephedrine alkaloids including ephedra, ephedrine, Ma Huang, Bishops Tea, Chi Powder, Methylephedrine, Norephedrine, Pseudoephedrine, Norpseudoephedrine
10. Gamma Hydroxy Butyrate (GHB), Gamma Butyrate (GBL), Butanediol (BD)
11. Germander (Teucrium chamaedrys)
12. Germanium
13. Glyburide, unlabeled glyburide, Liqiang 4, Liqiang Xiao Ke Ling (Liqiang Thirst Quenching Efficacious)
14. Hormone Replacement of any kind
15. Jin bu huan
16. Kava (Piper methysticum)
17. Lobelia (Lobelia inflata)
18. Organ/glandular extracts
19. Pennyroyal oil (hedeoma pulegoides)
20. Pyrrolizidine alkaloids
21. Sildenafil, Tadalafil and Vardenafil
22. Skullcap (scutellaria lateriflora)
23. Stephania and Magnolia
24. Steroids or anabolic hormones
25. THG (tetrahydrogestinone)
26. Willow Bark
27. Yohimbe (Pausinystalia yohimbe)

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2.
Exclusions of Section I - Coverages - 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.

- B.** 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.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim or “suit” for damages because of "bodily injury", "property damage" or “personal and advertising injury” if such claim or “suit” was brought by any Named Insured against another Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to:

1. Taxes, fines or penalties; and
2. Any additional damages including but not limited to punitive, exemplary, enhanced, double or treble damages;

Whether or not awarded or imposed as a penalty or compensation against any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLEGAL FERTILIZER EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

a. Fertilizers

"Bodily injury" or "property damage":

- (1)** Arising out of the use of an "Illegal Fertilizer".
- (2)** Arising out of inappropriate use of fertilizers, including use that is not in adherence to labeling requirements.

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

"Illegal Fertilizer" means a fertilizer that is unregistered with a governmental authority including fertilizers that are not approved for use by a governmental authority in the cultivation of marijuana in the state or territory where such cultivation takes place.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPECIFIED DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to this policy:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or in any way related to the consumption, use or exposure to any "cannabis product", or any device, medium or equipment, including its components, used to consume any "cannabis product", manufactured, sold, handled, or distributed by, for, or on behalf of any insured, that causes real or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous condition, arteriosclerosis, lung disease, respiratory disease or heart disease.

B. For the purposes of this endorsement, "cannabis product" 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:

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION - COMMUNICABLE DISEASE**

- A.** This Policy does not apply to or provide coverage for any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- B.** This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
 - 1.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
 - 2.** Testing for a communicable disease;
 - 3.** Failure to prevent the spread of the disease; or
 - 4.** Failure to report the disease to authorities.
- C.** The terms of this exclusion or the inapplicability of this exclusion to a particular loss do not serve to create coverage for any loss that would otherwise be excluded.
- D.** For the purposes of this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 1.** The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - 2.** The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 3.** The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR, BIOLOGICAL, BIO-CHEMICAL, CHEMICAL AND RADIATION

This endorsement modifies insurance provided under the following:

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

- A.** This Policy does not apply to or provide coverage for any direct or indirect, actual or threatened claim, "suit", loss, or Any Injury Or Damage, including all consequential loss, caused by, arising out of, or resulting from or in connection with any NBCR Activity, including any action taken to hinder, defend against or respond to any such activity.
- B.** This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, cost or expense.
- C.** For the purposes of this Exclusion:
 - 1.** NBCR Activity means any act that includes, involves or is associated with, in whole or in part, the use or alleged use or threatened use, exposure, release, discharge, transmission, dissemination, migration, escape, spreading by contagion, inhalation or absorption (referred to collectively as Dissemination) of any Nuclear, Biological, Bio-Chemical, Chemical Or Radioactive Agent, Substance, Material, Device Or Weapon.
 - 2.** Nuclear, Biological, Bio-Chemical, Chemical Or Radioactive Agent, Substance, Material, Device Or Weapon means and includes, without limitation, any nuclear reaction or radiation, radioactive contamination, atomic fission or fusion, biological or bio-chemical or chemical agent or substance, organism, micro-organism, bacterium, particle, virus, pathogen, bio-aerosol, chemical, alkali, molecule, contaminant, toxin, vapor or irritant, whether solid, semi-solid, liquid or gaseous, the "Dissemination" of which on or into land, water or atmosphere, whether inside or outside any building or structure, can damage, injure or endanger life, health or property.
 - 3.** Any Injury Or Damage means any injury or damage covered under any Coverage Part to which this endorsement applies, and includes but is not limited to "bodily injury", "property damage", or "personal and advertising injury" as may be defined in any applicable Coverage Part.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIT PREMIUMS – AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS is amended as follows:

Paragraph **5.b. Premium Audit** is replaced by the following:

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 a notice to the first named insured. The due date for the audit and retrospective premiums is the date shown as the due date on the bill.

The following is added **5. Premium Audit**:

- d. The advance premium shown on the PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS shall be the minimum premium for the policy period and is non- refundable.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$ 2,500	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

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 has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (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".

The following definition is added to the Definitions Section:

"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS PROVISION – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

When you are added to a manufacturer's or distributor's policy as an additional insured because you are a vendor for such manufacturer's or distributor's products, Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

The coverage afforded the insured under this Coverage Part will be excess over any valid and collectible insurance available to the insured as an additional insured under a policy issued to a manufacturer or distributor for products manufactured, sold, handled or distributed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion 2.I. of **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a.** "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b.** "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

- c.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

- 1.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS, IF APPLICABLE

Not applicable.

CONFIDENTIAL – EXEMPTED FROM PUBLIC RECORDS PER G.L. c. 4, § 7(26)(n)

RESTRICTING ACCESS TO AGE 21 OR OLDER

The Bloom Brothers Facility will be an approximately 2,100 square foot dispensary structure with a concrete facade. The building will include a customer entrance in the front of the building, and a separate customer exit door to ensure customers who have already purchased product do not interact with other customers in the waiting area. There will also be separate employee-only entrances and exits. Each of these doors will come with commercial grade locks, and all employee access doors will require the use of either a keycard or passcode to unlock the door.

The Facility begins at the customer entrance, where a security guard or licensed employee will verify the customer is at least 21 years old, and from there he or she will unlock the secured door to let in the customer. If a customer cannot produce a valid ID, the customer may not enter the Facility. If the ID presented appears to be fake or altered, the guard or employee will seek to retain the ID and will contact appropriate law enforcement personnel.

The customer entrance will lead into a reception area that does not have cannabis or cannabis products easily accessible. Display cases with accessories may be in this area, along with state-mandated informational brochures, menus, and furniture. From here, all customers will be required to check in with the receptionist and again provide a valid ID proving they are at least age 21 or older. For all visits, the customer's information will be inputted into Bloom Brothers' Customer Relationship Management ("CRM") software system to ensure the Facility has records of who has been in the Facility and at what times the customer was present. Before entering the product area, each customer must wait for his or her name to be called and a product specialist to accompany them.

The sales room will have sales counters (which will only be accessible to employees) with secure bins to house the marijuana products. Other display cases will have edibles, oils, lotions, and other marijuana-infused products ("MIPs"), but these will not be accessible to customers without a sales agent's assistance. For commercial site visitors, such as law enforcement officers, health professionals, or Cannabis Control Commission inspectors or staff, they will also enter through the main customer entrance and show identification, after which the receptionist will call management to provide assistance.

QUALITY CONTROL AND TESTING

Bloom Brothers will implement and adhere to the following quality control and testing procedures:

- Staff will review all product delivered from other licensed providers to ensure that it is, by appearance, (1) well cured and generally free of seeds and stems; (2) free of dirt, sand, debris, and other foreign matter; and (3) free of contamination by mold, rot, other fungus, and bacterial diseases.
- Staff also will review product received from other licensed providers for the presence of testing results from independent testing laboratories that were commissioned by Licensed Medical Establishment (“LME”) counterparties; copies of any test results received from other LMEs shall be retained for not less than one year.
- Even though product received from other licensed providers is itself subject to quality control testing requirements established by Cannabis Control Commission rules, Bloom Brothers will proactively sample product received from other LMEs and send out such samples for testing by a certified laboratory product received by Bloom Brothers to ensure quality control. Testing results on such samples shall be retained for not less than one year.
- To the extent Bloom Brothers receives laboratory testing results indicating that the marijuana or marijuana product falls below Commission standards, Bloom Brothers shall notify the Commission within 72 hours after becoming aware of such results.
- If the contaminated marijuana or marijuana product cannot be remediated, Bloom Brothers shall dispose of the product (to the extent not already disposed of by the testing laboratory) and notify the Commission of such product disposal.
- To the extent Bloom Brothers receives results indicating contamination after some product in such batch already has been sold to customers, Bloom Brothers will reach out to each customer and request that they immediately return the product to Bloom Brothers for replacement product at no cost or for a full refund.
- Bloom Brothers will separately contact the source of the contaminated product, forward a copy of testing results if available, and request an action plan for addressing the source of contamination.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Bloom Brothers will maintain personnel policies suitable for an employer in the Commonwealth of Massachusetts and, additionally, will maintain and enforce personnel policies required by Cannabis Control Commission rules, including, but not limited to, ensuring that (1) hiring is consistent with the Bloom Brothers Diversity Plan and Disproportionate Impact Plan, each submitted separately herewith, (2) employees pass background checks and secure Commission licenses as Marijuana Establishment Agents as a condition for being hired on a pay or voluntary basis, (3) references are checked prior to hiring all employees, (4) training is conducted for each employee each year to at least the minimum extent required by Commission rules, and records confirming same are signed for by the employee, and (5) records of personnel are maintained and retained in accordance with Commission record retention requirements.

Projected staff will include at least the following positions in addition to its Board of Directors:

- COOs (Managers);
- General Manager;
- Inventory/Merchandizing Director/Senior Product Specialist;
- Budtender/Product Specialists/ Sales Agent;
- Receptionist/ Cashier;
- Security Personnel (Third Party – On-Site); and
- Security Personnel (Third Party Monitoring Service – Off-Site).

Projected staff is as follows:

Position	Year 1	Year 2	Year 3	Annual Salary
COOs	2	2	2	\$75,000 + %
General Manager	1	2	2	\$70,000
Inventory/Merchandizing Director	1	2	2	\$60,000
Budtender	2-3	3-4	4-5	\$50,000
Reception	2	2	2	\$45,000
Security	1-2	1-2	1-2	\$20/hour

Please note that this projected personnel plan can change once operations begin. More or fewer positions may become available depending on the demand for the product and the efficiency of the operation. Details of the duties of the Board and the above positions are listed in the qualifications and training procedures policy, separately submitted herewith.

RECORD KEEPING PROCEDURES

Bloom Brothers will maintain required records and make them available for inspection by the Cannabis Control Commission, upon request. These records will include the following records that will be retained for at least two years after Facility closure:

- Detailed written operating procedures in all areas specified by Commission rules;
- Inventory records;
- Seed-to-sale tracking records for all marijuana products;
- Recordkeeping mandated by Department of Revenue rules at 830 CMR 62C.25.1 and Department of Revenue directive 16-1 regarding record keeping requirements.
- The following personnel records:
 - Job descriptions for each employee and volunteer position;
 - Organizational charts consistent with the job descriptions;
 - Personnel records for each marijuana establishment agent which are to be maintained at least 12 months after termination of the individual's affiliation with Bloom Brothers and shall include (1) all materials submitted to the Commission pursuant to 935 CMR 500.030(2); (2) documentation of verification of references; (3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; (4) documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; (5) documentation of periodic performance evaluations; (6) records of any disciplinary action taken; and (7) notice of completed and eight-hour duty training and, when applicable, responsible vendor;
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Waste disposal records.

- Incident reports filed with the Commission and appropriate local law enforcement authorities.

Please note that many Bloom Brothers' records will be retained for periods longer than the minimum two years after Facility closure, including certain records not specified in Commission rules that will be retained permanently.

MAINTAINING OF FINANCIAL RECORDS

Records maintained by Bloom Brothers will include financial records maintained in accordance with generally-accepted accounting principles. Additionally, Bloom Brothers will maintain business records, which will be retained for at least two years after Facility closure, and which shall include manual or computerized records of the following items specified in Cannabis Control Commission rules:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Employee pay, Board stipends, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Bloom Brothers.

Please note that many Bloom Brothers' records will be retained for periods longer than the minimum two years after Facility closure, including certain records not specified in Commission rules that will be retained permanently.

DIVERSITY PLAN

The Bloom Brothers' cannabis dispensary at 2 Larch Street, Pittsfield, MA 01201 will develop and implement a Diversity Plan (the "Plan") consistent with the guidance of the Cannabis Control Commission and state and federal law. The Plan will be established in conjunction with comprehensive equal employment opportunity, anti-harassment and reasonable accommodation policies, and consistent with appropriate record-keeping policies and procedures.

I. Plan Goals

The goals of the Plan will be for Bloom Brothers to hire, train and retain a high quality, diverse workforce, consistent with the culture and diversity of the community in the Pittsfield area. The emphasis of the Plan will be to recruit a diverse applicant pool and provide equal employment and advancement opportunities for minority populations to create and maintain a diverse workplace and to support the success of minority employees in all protected classifications, including but not limited to race, gender, veteran status, disability status, sexual orientation and gender identity and expression, as well as those individuals adversely affected by cannabis criminal convictions and residents of Pittsfield, which is among the areas identified as economically disadvantaged by the Cannabis Control Commission.

II. Programs

To achieve its goals, the Plan will prioritize three focus areas, as follows.

A. Recruitment and Hiring.

To obtain a diverse applicant pool, recruiting efforts will include outreach via the internet and to local community organizations and schools, as well as the Department of Unemployment Assistance. Bloom Brothers will seek to reach a diverse group of prospective employees through concerted efforts to connect in various ways to the Pittsfield community. Information about open positions will be disseminated via the internet, listings at high school and college placement offices, participation in job fairs sponsored by local colleges such as Berkshire Community College, and contact with varied community organizations, as well as the Department of Unemployment Assistance, to encourage diversity among job applicants.

Particular care will be paid to each aspect of the hiring process, including job applications, interviewing, background checks and orientation to support the goals of the Plan in compliance with applicable state and federal equal employment opportunity laws. Staff tasked with any involved in any manner with hiring process will be properly trained and the process will be carefully monitored so as to optimize opportunity for job candidates who are in protected classifications, in compliance with the guidance of the Cannabis Control Commission and applicable law.

B. Training and Retention

The Plan will emphasize ongoing training to support the success and retention of a diverse workforce. Beginning with orientation of new hires and following through all phases of

employment at every level, job training and continuing education will be provided to all employees to enable them to achieve the highest possible level of success. Supervisors will be instructed and monitored to ensure that all employees receive the oversight, guidance and constructive feedback necessary to support their individual job performance. Dignity, respectful communication and collaboration will be the key values emphasized in all areas of training, continuing education and supervision.

In addition, to support employee retention, company-wide compensation reviews and pay equity self-evaluations will be regularly conducted and appropriate adjustments will be provided, to ensure that wages and benefits are equitable and that they are competitive and attractive to new hires and current employees.

C. Advancement Opportunities

The Plan will require promotion from within the organization whenever possible. In the event an internal candidate is not appropriate for any open position, the recruitment and hiring policies and procedures contained in the plan will be utilized and enforced.

III. Measurement and Accountability

Regularly assessing success will be a key component of the Plan. Bloom Brothers will periodically gather pertinent information to measure the efficacy of each of the programs under the Plan by evaluating the diversity profile of its applicant pool and employees at every level of the organization. All means used for this purpose will comply with applicable state and federal law. As needed, based on the results of each assessment, recruitment and hiring, training and retention and advancement programs will be modified to more effectively achieve the goals of the Plan.

At the end of a two year period following the first year of operation, and again at the end of five years following the first year of operation, Bloom Brothers will undertake written assessments of its success in attracting and retaining a diverse workforce, consistent with the goals of the Plan. The written assessment will include, but not be limited to, (1) self-reported and/or objective data on the characteristics of the overall applicant pool, (2) self-reported and/or objective data on the characteristics of the overall work force retained by Bloom Brothers, at each level of the organization, (3) a written good faith evaluation of Bloom Brothers' success at attracting and maintaining diverse applicant pools and workforce, and (4) recommendations for improving the effectiveness of Bloom Brothers' diversity efforts. Such assessments will include evaluation of both qualitative and quantitative information.

IV. Diversity Officer

Bloom Brothers recognizes that for the Plan to be effective, the day-to-day responsibility for implementation of the Plan and all related equal employment opportunity, anti-harassment and reasonable accommodation policies must rest with the managerial and supervisory staff. It is the responsibility of all managers and supervisors to commit to the values and goals of the Plan. To coordinate all efforts, assess success, evaluate programs and serve as a resource to all employees, a Diversity Officer will have the primary responsibility for directing and monitoring implementation of the Plan in compliance with applicable state and federal law. He or she will

exercise authority with the full support of the organization and its leadership. It will be his or her responsibility to:

- A. Develop policy statements and plans for dissemination of information about the Plan and its programs, both within and outside the organization.
- B. Ensure that the Plan and all equal employment opportunity, anti-harassment and reasonable accommodation policies are strictly enforced.
- C. Provide and/or supervise training to all managers and supervisors consistent with the goals of the Plan and related policies.
- D. Identify and address problem areas and implement solutions.
- E. Design and implement reporting and assessment protocols consistent with the requirements of the Plan.
- F. Review recruitment materials, job postings and job descriptions, as well as qualifications for promotion and transfers, to ensure that they are consistent with the goals of the Plan.
- G. Monitor job offers, promotions, demotions, transfers, and terminations to ensure compliance with the Plan.
- H. Conduct company-wide compensation reviews and pay equity self-evaluations to ensure that wages and benefits are equitable and that they are competitive and attractive to new hires and current employees.

QUALIFICATIONS AND TRAINING FOR MARIJUANA ESTABLISHMENT AGENT EMPLOYEES

Overview of Personnel

The Bloom Brothers Chief Executive Officer (“CEO”) is responsible for maintaining and updating a staffing plan that will ensure Bloom Brothers has the right quantity of staff with the current skill set and experience to ensure the success of all operations, subject to leadership and overall supervision from the Bloom Brothers Board of Directors. New employees may not work on-site until they have received initial orientation training and any critical task-specific training. All staff, both employees and volunteers, must be 21 years of age or older and hold a marijuana establishment agent license and registration card issued by the Cannabis Control Commission.

Bloom Brothers staff will potentially include up to and including the following positions:

- CEO (business manager)
- Chief Operating Officers/Managers (“COOs”) (Managers)
- Inventory/Merchandising Director/Senior Product Specialist
- Product Specialists/Budtender/Sales Agent
- Customer Retention Manager (future position)
- Information Technologist (Contract Based)
- Cashier/Receptionist
- Cleaners
- Security Personnel (Third Party – On-Site)
- Security Monitors (Third Party Monitoring Service – Off-Site)

Roles, Responsibilities and Qualifications

CEO:

- Responsible for providing business direction
- Responsible for creating, communicating, and implementing the organization’s vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization’s strategy
- Responsible for fixing prices and signing business deals
- Responsible for recruitment

- Responsible for payment of salaries
- Responsible for signing checks and documents on behalf of the company
- Evaluates the success of the organization
- Responsible for payment of tax, levies and utility bills

Chief Operating Officer (Manager Level):

- Responsible for managing the daily activities of the dispensary store
- Providing advice about printouts, product information in response to customer inquiries
- Responsible for recruiting, training and managing staff
- Responsible for processing orders and dispensing product
- Responsible for ordering, selling and controlling cannabis and cannabinoids and other stock
- Responsible for meeting recreational representatives from other licensed operations
- Responsible for managing the organization's budgets
- Responsible for keeping statistical and financial records
- Responsible for preparing publicity materials and displays
- Handles marketing services
- Interfaces with third-party providers (vendors)
- Controls the sales floor inventory
- Supervises the entire sales staff and workforce
- Handles any other duty as assigned by the CEO

Inventory/Merchandising Director:

- Manages vendor relations, market visits, and the ongoing education and development of the organizations' buying teams
- Helps to ensure consistent quality of products on our rack

- Responsible for the purchase of goods and products for the organization
- Responsible for planning sales, monitoring inventory, selecting the merchandise, and writing and pricing orders to vendors
- Performs monthly inventory counts, file paperwork, and stock inventory
- Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques
- Ensures that the organization operates within stipulated budget

Product Specialists/Budtender/Sales Agent:

- Ensures that the store facility is in tip-top shape and conducive enough to welcome customers (This includes turning on equipment such as computers, scales, printers and fax machines)
- Ensures that goods and products are properly arranged
- Responsible for processing orders
- Responsible for sterilizing the counter tops, scales, and measuring devices
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry
- Receives payments on behalf of the organization
- Issues receipt to customers
- Prepares financial report at the end of every working day and week
- Handles financial transactions on behalf of the company
- Interfaces with payment processing
- Handles any other duty as assigned by the floor manager
- Handles any other duty as assigned by management

Customer Retention Manager (Future position):

- Manages external research and coordinates all the internal sources of information to retain the organization's best customers and attract new ones

- Models demographic information and analyzes the volumes of transactional data generated by customer purchases
- Sources for clients for the company
- Responsible for promoting the company's image
- Responsible for creating marketing and sales strategies, etc.
- Represents the organization in some strategic business meetings
- Handles any other duty as assigned by the floor manager

Information Technologist (Contract Based):

- Manages the organization website
- Handles ecommerce aspect of the business
- Responsible for installing and maintenance of computer software and hardware for the organization
- Manages logistics and supply chain software, Web servers, e-commerce software and POS (point-of-sale) systems
- Manages the organization's CCTV
- Handles any other technological and IT related duties

Receptionist:

- Greets customers and verifies that customers have valid ID providing they are at least 21 years old
- Enters information into CRM database to track who is in the store and at what times
- Notifies customers when a Product Specialist is available to assist them
- Handles administrative and bookkeeping tasks, inventory control, stocking shelves, and data entry

Cleaners (Contract Based):

- Responsible for maintaining and cleaning the store facility
- Ensures that toiletries and supplies don't run out of stock

- Cleans both the interior and exterior of the recreational facility
- Handles any other duty as assigned by the floor manager

Security (Contract Based On-Site):

- Maintains safe and secure environment for customers and employees by patrolling and monitoring premises and personnel
- Verifies customers' ID prior to entering premises. Security is in charge of opening the customer entrance after verifying ID
- Guarding the gate when shipments and deliveries arrive to ensure a safe environment for transporting product and cash
- Obtains help by sounding alarms
- Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers
- Maintains organization's stability and reputation by complying with legal requirements
- Contributes to team effort by accomplishing related results as needed

Security Monitor (Contract Based, Off-Site):

- Off-site Security Monitor will oversee the safety and security of all employees and clients as well as the Facility
- The Security Monitor ensures that clients entering and exiting the premises will abide by facility policy and guidelines
- Security Monitor will also perform other routine administrative tasks as required such as incident reports and maintenance requests; in addition to taking messages, as necessary for other clients
- Security Monitor will act as an agency representative in the absence of regular staff
- Monitor all clients and staff entering and leaving the building for security purposes
- Log in communications book all activities including deliveries, arrivals and departures
- Conduct security and safety walk-through of the building and grounds

- Intervene and diffuse crisis situations. Call 911 for emergency help as required
- Report serious guideline violations to COO, including CEO, immediately. Minor incidents will be reported during business hours

Employee Background Check and Training:

Providing exemplary customer service is the key to Bloom Brothers' success, as stated in our mission statement. Bloom Brothers will bring on top-notch employees and invest in training to ensure regulatory compliance, decrease turnover and deliver consistent service. Training will later be updated to meet responsible vendor training program requirements that will be developed by the Commission later and become effective in 2019, once such materials are available.

In order to be retained as an employee, the candidate must undergo a background check that complies with Commission requirements and become licensed by the Commission as a licensed marijuana agent.

Bloom Brothers (or qualified third party) will provide training to produce quality cannabis and cannabis products, ensure regulatory compliance, and deliver consistent service.

Training will, at minimum, include not less than eight hours of training annually, or such other amounts as are required by the Commission, and will be completed within ninety (90) days of each new hire. Each training is done one-on-one with either the CEO, a manager or an exceptional employee or, in appropriate cases, an outside vendor. Training topics will include, but not be limited to, the following areas:

- Local, state and federal cannabis laws and rules
- How to check customer and visitor IDs
- Personnel, product and premises security, including, but not limited to, display of ID badges on Facility employees and visitors to the Facility
- Marijuana and marijuana products handling procedures, including handwashing, sanitation practices, and ensuring product is in lawful, sale-able condition
- Locations of Limited Access Areas ("LAAs"), locations or knowledge of keys and lockcodes to such areas, and who are entitled to enter them.
- Recordkeeping and other specific regulatory responsibilities
- Strategies for avoiding diversion, theft and loss of cannabis products
- Protocols for emergency situations
- Protocols and requirements for transportation of cannabis products to and from the Facility, whether by Facility staff or by third-party transportation providers

- Incident reporting protocols
- Waste disposal procedures
- Quality control
- Effects of marijuana body and recognizing and preventing substance abuse
- Privacy and confidentiality of sensitive information.

New employees will have a mixture of initial in-person and online trainings, as well as a 30-45 day shadow period to ensure they are following protocols and continuously gaining industry knowledge before beginning their duties. They will shadow management and already established employees to get an understanding about compliance, products, customer service, and the overall culture we want our customers to experience.

- The trial period begins by shadowing reception to obtain introduction skills, learn about our CRM platform, and become accustomed to Bloom Brothers' culture.
- The trial progresses to shadowing Bloom Brothers product specialist/sales agents to learn about available products, understand how to effectively interact with and educate customers, and how to provide exemplary customer service to eventually lead to more sales. This includes asking customers about their needs, as many customers won't know the difference between products like sativa and indica. Our employees must inquire about customer's past experience with marijuana to gauge their tolerance and comfort level with consuming products. This part of the trial also includes a training on how to operate our POS systems.
- The next part of the trial period is learning protocols for maintaining security and monitoring, inputting, and tracking inventory, receiving shipments and deliveries, proper handling of products, etc.
- Each of these trainings is done one-on-one with either a manager or an exceptional employee, and each phase lasts for about a week.
- For new management employees, more time is focused on regulatory compliance inventory tracking, supervising the floor, and creating supplier relationships during the 45-day training period.

Retail marijuana is a brand-new industry, which means there will be new products, customer feedback, and regulatory changes of which management and staff must learn about and remain apprised. Employees must be excited to participate in frequent training programs to stay up-to-date with the industry, and must be welcome to accepting feedback from both management and customers. We are looking for intuitive, versatile employees who can talk to a diverse population of consumers.

DIVERSITY PLAN

The Bloom Brothers (the “Company”) cannabis retail store at 2 Larch Street, Pittsfield, MA 01201 will develop and implement a Diversity Plan (the “Plan”) consistent with the guidance of the Cannabis Control Commission (the “Commission”) and state and federal laws. The Plan will be established in conjunction with comprehensive equal employment opportunity, anti-harassment and reasonable accommodation policies, and consistent with appropriate recordkeeping policies and procedures.

I. Plan Goals

The goals of the Plan will be for the Company to hire, train and retain a high quality, diverse workforce, consistent with the culture and diversity of the community in the Pittsfield area. The emphasis of the Plan will be to recruit a diverse applicant pool, provide equal employment and advancement opportunities for minority populations, create and maintain a diverse workplace, support the success of minority employees in all protected classifications, and ensure all employee’s voices and opinions are heard to create an inclusive environment. Protected classifications include, but are not limited to, race, gender, veteran status, disability status, sexual orientation and gender identity and expression, as well as those individuals adversely affected by cannabis criminal convictions and residents of Pittsfield and other areas identified as areas of disproportionate impact by the Commission.

II. Programs

To achieve its goals, the Plan will prioritize three focus areas, as follows:

A. Recruitment and Hiring.

To obtain a diverse applicant pool, recruiting efforts will include outreach via the internet and to local community organizations and schools, as well as the Department of Unemployment Assistance. The Company will seek to reach a diverse group of prospective employees through concerted efforts to connect in various ways to the Pittsfield community and surrounding communities. Information about open positions may be disseminated via the internet, listings at college placement offices, participation in college job fairs, cooperating with cannabis staffing groups, and contact with varied community organizations, as well as the Department of Unemployment Assistance, to encourage diversity among job applicants. The Company will contact, and receive permission to disseminate information on job openings from all schools and organizations before posting openings. The Company has already solicited and received consent from Berkshire Community College to allow it to disseminate information on job postings. The Company has already solicited and received approval from the following job placement agencies: The Cannabis Staffing Group, United Personnel, and MOLARI. Both United Personnel and MOLARI are agencies located in Pittsfield, MA and serve to benefit a community that is in need of these types of support services. All information disseminated by the Company will state that candidates must be 21 years of age or older in order to be hired.

Particular care will be paid to each aspect of the hiring process, including the reviewing of job applications, interviewing, conducting background checks and orientation, in order to support the goals of the Plan in compliance with applicable state and federal equal employment opportunity laws. Staff involved in any manner with the hiring process will be properly trained and the process will be carefully monitored so as to optimize opportunity for job candidates who are in protected classifications, in compliance with the guidance of the Commission and applicable law. The Company's hiring will be based on merit with special care taken to ensure procedures are free from bias. To avoid any biases, the Company will employ techniques such as "blind hiring," which remove personal data from an application so the hiring manager cannot make unconscious decisions based on gender, race, or any discriminatory factors. When the Company creates a shortlist of final candidates for a job, it will implement the "two in the pool effect," meaning if there are at least two minority candidates in the final candidate pool for a job, the odds of hiring a minority candidate drastically increase compared to if only one minority candidate were in the final candidate pool.

B. Training and Retention

The Plan will strongly emphasize ongoing training to support the success and retention of a diverse workforce, including, but not limited to, training of the Diversity Officer named to direct and monitor implementation of this Plan. Beginning with orientation of new hires and following through all phases of employment at every level, job training and continuing education will be provided to all employees to enable them to achieve the highest possible level of success. The Company's employees' education and training will start with enrolling them into the Cannabis Training University ("CTU"), which is an online platform that offers a variety of courses ranging from the history of marijuana, state and federal laws involving cannabis, the different roles and responsibilities of employees in a dispensary, techniques used in cooking marijuana-infused products and extracting valuable cannabinoids from the plant, and methods on how to grow marijuana. The CTU provides a variety of videos, educational pamphlets, and quizzes to assess how well the student is grasping the content, and they provide portals that employers can log into to check each individual student's progress. The CTU played a major role in the Company's executive team's cannabis education, which is why the Company will enroll its employees in these courses, ensuring they receive the same high-quality education as the executive team.

Supervisors will be instructed and monitored to ensure that all employees receive the oversight, guidance and constructive feedback necessary to support their individual job performance. Dignity, respectful communication and collaboration will be the key values emphasized in all areas of training, continuing education and supervision. Clear communication and follow-through are necessary to ensure these policies are effective. The Company will build diversity-friendly policies, such as allowing time off for specific religious holidays and implementing cultural sensitivity trainings.

In addition, to support employee retention, company-wide compensation reviews and pay equity self-evaluations will be regularly conducted and appropriate adjustments will be provided to

ensure that wages and benefits are equitable and that they are competitive and attractive to new hires and current employees.

Finally, the Company will poll employees through anonymous surveys to engage how they like to spend their free time and to see if they have recommendations for how things should run at the store. The Company will arrange both work-based activities and external employee outings based on feedback from these surveys.

C. Advancement Opportunities

The Plan will require promotion from within the organization whenever possible. In the event an internal candidate is not appropriate for an open position, the recruitment and hiring policies and procedures contained in the Plan will be utilized and enforced.

III. Measurement and Accountability

Regularly assessing success will be a key component of the Plan. The Company will periodically gather pertinent information to measure the efficacy of each of the programs under the Plan by evaluating the diversity profile of its applicant pool and employees at every level of the organization. All means used for this purpose will comply with applicable state and federal law. As needed, based on the results of each assessment, recruitment and hiring, training and retention and advancement programs will be modified to more effectively achieve the goals of the Plan.

At the end of a two-year period following the first year of operation, and again at the end of five years following the first year of operation, the Company will undertake written assessments of its success in attracting and retaining a diverse workforce, consistent with the goals of the Plan. The written assessment will include, but not be limited to: (1) self-reported and/or objective data on the characteristics of the overall applicant pool; (2) self-reported and/or objective data on the characteristics of the overall work force retained by the Company, at each level of the organization; (3) a written good faith evaluation of the Company's success at attracting and maintaining diverse applicant pools and workforce; and (4) recommendations for improving the effectiveness of the Company's diversity efforts. Such assessments will include evaluation of both qualitative and quantitative information. Additionally, the Company will include an interim progress report reflecting preliminary data gathered through the then-applicable date, including all applicable progress and/or successes, as part of the annual renewal filings in years other than the years in which full written assessments are conducted (i.e., in years two and five following Commission licensure).

IV. Diversity Officer

The Company recognizes that for the Plan to be effective, the day-to-day responsibility for implementation of the Plan and all related equal employment opportunity, anti-harassment and

reasonable accommodation policies must rest with the managerial and supervisory staff. It is the responsibility of all managers and supervisors to commit to the values and goals of the Plan. To coordinate all efforts, assess success, evaluate programs and serve as a resource to all employees, a Diversity Officer will have the primary responsibility for directing and monitoring implementation of the Plan in compliance with applicable state and federal law. He or she will exercise authority with the full support of the organization and its leadership. It will be his or her responsibility to:

- A. Develop policy statements and plans for dissemination of information about the Plan and its programs, both within and outside the organization;
- B. Ensure that the Plan and all equal employment opportunity, anti-harassment and reasonable accommodation policies are strictly enforced;
- C. Provide and/or supervise training to all managers and supervisors consistent with the goals of the Plan and related policies;
- D. Identify and address problem areas and implement solutions;
- E. Periodically evaluate the Company's professional development offerings to ensure managers have opportunities to learn how to better manage diverse employees;
- F. Design and implement reporting and assessment protocols consistent with the requirements of the Plan;
- G. Review recruitment materials, job postings and job descriptions, as well as qualifications for promotions and transfers, to ensure that they are consistent with the goals of the Plan;
- H. Monitor job offers, promotions, demotions, transfers, and terminations to ensure compliance with the Plan; and
- I. Conduct company-wide compensation reviews and pay equity self-evaluations to ensure that wages and benefits are equitable and that they are competitive and attractive to new hires and current employees.

The Diversity Officer, once named, will immediately enroll in and complete 1-3 training programs in the areas of equal employment opportunity, reasonable accommodation policies, and other programs that support and promote diversity. He or she will also attend at least one additional training program on an annual basis. A specific professional development program that the Company will be affiliated with is through the company Business Training Works. Business Training Works provides onsite workshops for diversity and inclusion courses as well

as online courses for individuals or groups. Some of the relevant courses they offer include “Managing Workplace Diversity Training, Cultural Diversity Training, Generational Diversity Training, and Communication Styles Training.” This company provides educational materials for other business concepts such as customer service training, sales training, productivity courses, and team building courses as well. Another professional development company that the Company’s executive staff has worked with in the past is Dale Carnegie. Dale Carnegie’s courses focus on developing leadership qualities through effective and empowering communication. By affiliating the Company with businesses whose sole focus is providing these types of trainings, the Company is confident it will create an inclusive Diversity Officer and management team that will pass these lessons down to its employees.

V. Acknowledgements

The Company acknowledges that it will adhere to the following minimum requirements:

- A. The Company has contacted and received permission, or will do so in the future, prior to communicating employment openings to all schools and organizations;
- B. The Company will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
- C. Any actions taken, or programs instituted, by the Company will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

MAINTAINANCE OF FINANCIAL RECORDS

The Bloom Brothers (the “Company”) retail store located at 2 Larch Street, Pittsfield, MA, will properly record sales in full compliance with Cannabis Control Commission (the “Commission”) rules and maintain records of same in the manner required by the Commission and applicable law. Sales recording and maintenance requirements include, but are not limited to, the following:

- The Company shall only use a point-of-sale system approved by the Commission, in consultation with the Department of Revenue and/or a sales recording module approved by the Department of Revenue.
- The Company shall not manipulate or alter sales data or make use of software or other methods to manipulate or alter sales data.
- The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- The Company shall maintain records that it has performed the monthly analysis and produce any such records upon Commission request.
- If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it shall: (1) immediately disclose the information to the Commission; (2) cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and (3) take such other action directed by the Commission to comply with applicable Commission rules.
- The Company shall comply with 830 CMR 62C.25.1: Record Retention and Department of Revenue Directive 16-1 regarding recordkeeping requirements.
- The Company shall adopt and maintain separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- The Company will cooperate with any audits and examinations of the point-of-sale system used by the Company to ensure compliance with Massachusetts tax laws and Commission regulatory requirements.
- The Company is not colocated with a medical marijuana treatment center. Therefore, there is no ability or need for submission of preexisting medical sales data to the Commission for use in determining adequacy of marijuana and marijuana products. However, if the Company were colocated with a medical marijuana treatment center, then the Company would maintain and provide to the

Commission accurate sales data collected during the six months prior to the Company's application to ensure an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Records maintained by the Company will include financial records maintained in accordance with generally-accepted accounting principles. Additionally, the Company will maintain business records, which will be retained for at least two years after Facility closure, and which shall include manual or computerized records of the following items specified in Commission rules:

- The Company's assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include, but not be limited to, 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, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company.

Please note that many of the Company's records will be retained for periods longer than the minimum two years after Facility closure, including certain records not specified in Commission rules that will be retained permanently.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Bloom Brothers (the “Company”) will maintain personnel policies suitable for an employer in the Commonwealth of Massachusetts at its 2 Larch Street, Pittsfield, MA retail store. Additionally, the Company will maintain and enforce personnel policies required by Cannabis Control Commission (“Commission”) rules, including, but not limited to, ensuring that (1) hiring is consistent with the Company’s Diversity Plan and Disproportionate Impact Plan, each submitted separately herewith; (2) employees pass background checks and secure Commission licenses as Marijuana Establishment Agents as a condition for being hired on a pay or voluntary basis; (3) references are checked prior to hiring all employees; (4) training is conducted for each employee each year to at least the minimum extent required by Commission rules, and records confirming same are signed for by the employee; and (5) records of personnel are maintained and retained in accordance with Commission record retention requirements.

Projected staff will include at least the following positions in addition to its Board of Directors:

- COOs (Managers);
- General Manager;
- Inventory/Merchandizing Director/Senior Product Specialist;
- Budtender/Product Specialists/Sales Agent;
- Receptionist/Cashier;
- Security Personnel (Third Party – On-Site); and
- Security Personnel (Third Party Monitoring Service – Off-Site).

Projected staff is as follows:

Position	Year 1	Year 2	Year 3	Annual Salary
COOs	2	2	2	\$75,000 + %
General Manager	1	2	2	\$65,000
Inventory/Merchandizing Director	1	2	2	\$55,000
Budtender	2-3	3-4	4-5	\$40-45,000 or Part time positions for \$12-\$15 per hour
Reception	2	2	2	\$38-40,000 or part time positions for \$12-\$15 per hour
Security (on site)	1-2	1-2	1-2	\$20/hour
Security (monitoring)				Contract based

Please note that this projected personnel plan may change once operations begin. More or fewer positions may become available depending on the demand for the product and the efficiency of the operation. Details of the duties of the Board and the above positions are listed in the qualifications and training procedures policy, separately submitted herewith.

In terms of employee conduct, the Company will immediately dismiss any employee who has:

- Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
- Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state or jurisdiction.

In terms of personnel recordkeeping, the Company will retain records of at least the following categories:

- Job descriptions for each employee and volunteer position;
- Organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent, to be retained until not less than 12 months following termination of the individual's affiliation with the Company, and that will specifically include, at minimum: (1) the registration information on the agent submitted in connection with individual agent licensure; (2) documentation of verification of references; (3) the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; (4) documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; (5) documentation of periodic performance evaluations; (6) records of any disciplinary action taken; and (7) notice of completed responsible vendor and eight-hour related duty training;
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained by the Company.

QUALITY CONTROL AND TESTING

Bloom Brothers (the “Company”), at its 2 Larch Street, Pittsfield, MA retail store, will implement and adhere to the following quality control and testing procedures as required by 935 CMR 101(1)(c)(7):

- Staff will review all product delivered from other licensed providers to ensure that it is, by appearance: (1) well cured and generally free of seeds and stems; (2) free of dirt, sand, debris, and other foreign matter; and (3) free of contamination by mold, rot, other fungus, and bacterial diseases.
- At all times, the Company staff will comply with Cannabis Control Commission (the “Commission”) requirements for the handling of marijuana including, but not limited to, the following:
 - To the extent the Company engages in any processing of marijuana, it shall do so in a safe and sanitary manner by doing the following:
 - If it processes plant and plant products, only processing the leaves and flowers of the female marijuana plant and keeping the product: (1) well cured and generally free of seeds and stems; (2) free of dirt, sand, debris, and other foreign matter; (3) free of contamination by mold, rot, other fungus, and bacterial diseases; (4) prepared and handled on food-grade stainless steel tables; and (5) packaged in a secure area;
 - If it processes non-edible marijuana products, the Company shall comply with all of the sanitary requirements in 935 CMR 105(3)(b), such as: (1) meeting Massachusetts food handling requirements; (2) complying with sanitary practices including personal hygiene and adequate handwashing before starting work and after hands are soiled or contaminated; (3) providing adequate space for equipment and storage of materials; (4) litter and waste will be properly removed and any operating systems for waste disposal shall be adequately maintained; (5) floors, walls and ceilings shall be kept clean and in good repair; (6) adequate safety lighting shall be maintained; (7) buildings, fixtures and physical facilities shall be kept in sanitary condition; (8) contact surfaces shall be kept in clean and sanitary condition using approved sanitary agents; (9) all potentially toxic items will be properly identified, held and stored in a manner that prevents contamination of product; (10) water supplies and plumbing toilet facilities will be adequate to a level that prevents contamination and takes waste away from the establishment; and (11) all means of storage and transportation of finished products shall have sufficient measures

to protect the products and prevent the products from becoming unsafe; and

- If it processes edible marijuana products, the Company shall assure that processing shall comply with applicable sanitary/sanitation requirements, including preparation, handling and storage in compliance with minimum sanitation standards for food establishments in 105 CMR 590.000.
- Staff also will review product received from other licensed providers for the presence of required testing results from independent testing laboratories that were commissioned by Licensed Medical Establishment (“LME”) counterparties; copies of any test results received from other LMEs shall be retained for not less than one year.
- Although product received from other licensed providers is itself subject to quality control testing requirements established by Cannabis Control Commission rules, to the extent testing or retesting is required (such as if product received appears to be contaminated but capable of remediation), the Company will sample product and/or environmental media, if applicable, and send out such samples for testing by a licensed Independent Testing Laboratory to the extent required by the Commission in full compliance with requirements in 935 CMR 500.160 including, but not limited to:
 - Tests shall be performed in compliance with the medical cannabis product testing standards and protocols supported by the Commission;
 - Testing results on all samples shall be retained for not less than one year;
 - Sales of seeds are not subject to these testing requirements;
 - Sales of clones are subject to these testing requirements but are exempt from testing for metals;
 - Transportation to and from the Independent Testing Laboratory must comply with Commission rules at 935 CMR 500.105(13); and
 - Any excess marijuana returned from the Independent Testing Laboratory for disposal must be properly disposed of by the Company in compliance with 935 CMR 500.105(12).

- To the extent the Company receives laboratory testing results indicating that the marijuana or marijuana product falls below Commission standards, the Company shall notify the Commission within 72 hours after becoming aware of such results.
- If the contaminated marijuana or marijuana product cannot be remediated, the Company shall dispose of the product (to the extent not already disposed of by the testing laboratory) and notify the Commission of such product disposal.
- To the extent the Company receives results indicating contamination after some product in such batch already has been sold to customers, the Company will reach out to each customer and request that they immediately return the product to the Company for replacement product at no cost or for a full refund.
- The Company will separately contact the source of the contaminated product, forward a copy of testing results if available, and request an action plan from such other Licensed Marijuana Establishment for addressing the source of contamination.