



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282334
Original Issued Date: 09/18/2020
Issued Date: 11/10/2022
Expiration Date: 11/11/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: ARL Healthcare, Inc.

Phone Number: 978-561-1994
Email Address: josephgiannino@gmail.com

Business Address 1: 80A Lawrence Road	Business Address 2:	
Business City: Boxford	Business State: MA	Business Zip Code: 01921
Mailing Address 1: 80A Lawrence Road	Mailing Address 2:	
Mailing City: Boxford	Mailing State: MA	Mailing Zip Code: 01921

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: **Percentage Of Control:**
Role: Board Member **Other Role:**

First Name: Jon Last Name: Levine Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control:
Role: Other (specify) Other Role: COO
First Name: Timothy Last Name: Shaw Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control:
Role: Manager Other Role:
First Name: Romel Last Name: Velasco Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control:
Role: Board Member Other Role:
First Name: David Last Name: Allen Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control:
Role: Board Member Other Role:
First Name: Eva Last Name: Selhub Suffix:
Gender: User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: Percentage Of Control:
Role: Board Member Other Role:
First Name: Edward Last Name: Gildea Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?:
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Date generated: 04/05/2023

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: ARL Healthcare Inc. **Entity DBA:** **DBA City:**

Entity Description: Owner of the License

Foreign Subsidiary Narrative:

Entity Phone: 781-277-0011 **Entity Email:** jlevine@marimedinc.com **Entity Website:**

Entity Address 1: 167 John Vertente Blvd **Entity Address 2:**

Entity City: New Bedford **Entity State:** MA **Entity Zip Code:** 02745

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: ARL owns three adult use marijuana establishment licenses (MR282382, MP281681, MC281622) and one medical marijuana establishment license (RMD1085) in Massachusetts.

Entity with Direct or Indirect Authority 2

Percentage of Control: **Percentage of Ownership:**

Entity Legal Name: MariMed Inc. **Entity DBA:** **DBA City:**

Entity Description: Parent company of ARL, owner of the License

Foreign Subsidiary Narrative:

Entity Phone: 774-634-8327 **Entity Email:** jlevine@marimedinc.com **Entity Website:**

Entity Address 1: 2711 Centerville Road **Entity Address 2:**

Entity City: Wilmington **Entity State:** DE **Entity Zip Code:** 19808

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: MariMed's wholly-owned subsidiary ARL owns three adult use marijuana establishment licenses (MR282382, MP281681, MC281622) and one medical marijuana establishment license (RMD1085) in Massachusetts.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Greenhouse Naturals LLC **Entity DBA:**

Email: josephgiannino@gmail.com **Phone:** 978-561-1994

Address 1: 80A Lawrence Road **Address 2:**

City: Boxford **State:** MA **Zip Code:** 01921

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** \$50000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 11-23 Enon Street

Establishment Address 2:

Establishment City: Beverly

Establishment Zip Code: 01915

Approximate square footage of the establishment: 2700

How many abutters does this property have?: 52

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
Plan to Remain Compliant with Local Zoning	Greenhouse Naturals_Plan to Remain Complaint with Local Zoning .pdf	pdf	5dd2bfb59c1081532b9a5a30	11/18/2019
Certification of Host Community Agreement	Greenhouse Naturals_Host Community Certification Form.pdf	pdf	5ddc284e26aa77532085d0ef	11/25/2019
Community Outreach Meeting Documentation	Greenhouse Naturals Community Outreach Meeting Materials UPDATED.pdf	pdf	5e84cb322b97cf38fa37533c	04/01/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Greenhouse Naturals_Positive Impact Plan (UPDATED 5.1.2020).pdf	pdf	5eac450b0f96d32d2066e4f3	05/01/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Board Member Other Role:

First Name: Jon Last Name: Levine Suffix:

RMD Association:

Background Question:

Individual Background Information 2

Role: Other (specify) Other Role: COO

First Name: Timothy Last Name: Shaw Suffix:

RMD Association:

Background Question:

Individual Background Information 3

Role: Manager Other Role:

First Name: Romel Last Name: Velasco Suffix:

RMD Association:

Background Question:

Individual Background Information 4

Role: Board Member Other Role:

First Name: David Last Name: Allen Suffix:

RMD Association:

Background Question:

Individual Background Information 5

Role: Board Member Other Role:

First Name: Eva Last Name: Selhub Suffix:

RMD Association:

Background Question:

Individual Background Information 6

Role: Board Member Other Role:

First Name: Edward Last Name: Gildea Suffix:

RMD Association:

Background Question:

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:

Entity Legal Name: ARL Healthcare Inc. Entity DBA:

Entity Description: Owner of the License

Phone: 781-277-0011 Email: jlevine@marimedinc.com

Primary Business Address 1: 167 John Vertente Blvd Primary Business Address 2:

Primary Business City: New Bedford Primary Business State: MA Principal Business Zip Code: 02745

Additional Information:

Entity Background Check Information 2

Role: Parent Company Other Role:

Entity Legal Name: MariMed Inc. Entity DBA:

Entity Description: Parent company of ARL, owner of the License

Phone: 774-634-8327 Email: jlevine@marimedinc.com

Primary Business Address 1: 2711 Centerville Road Primary Business Address 2:

Primary Business City: Wilmington Primary Business State: DE Principal Business Zip Code: 19808

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Greenhouse Naturals - Certificate of Organization and Amendment.pdf	pdf	5c705efd635d511b3474f9d7	02/22/2019

Department of Revenue - Certificate of Good standing	Greenhouse Naturals_Certificate of Good Standing from DOR and DUA.pdf	pdf	5ddc1a59170b4c5353e3bd80	11/25/2019
Secretary of Commonwealth - Certificate of Good Standing	Greenhouse Naturals_Certificate of Good Standing SOC.pdf	pdf	5ddc1a6c0f35e05798b38cc9	11/25/2019
Bylaws	Greenhouse Naturals_Limited Liability Company Agreement EXECUTED.pdf	pdf	5de56f52d5b0805341c649b4	12/02/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	GN Certificate of Good Standing 2022.pdf	pdf	63038b11d239e20007d8e7a0	08/22/2022
Department of Revenue - Certificate of Good standing	Greenhouse DOR Certificate of Good Standing 2022.pdf	pdf	6344b8912bb694000863ddca	10/10/2022
Department of Unemployment Assistance - Certificate of Good standing	2022 Greenhouse Attestation Department of Unemployment Assistance.pdf	pdf	6344bc392bb694000863e01a	10/10/2022

Massachusetts Business Identification Number: 001348475

Doing-Business-As Name: Panacea Wellness

DBA Registration City: Beverly

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Greenhouse Naturals Insured policy 21-22.pdf	pdf	60ef185d504b25036f757c77	07/14/2021
Business Plan	Business Plan.pdf	pdf	63038b4dd239e20007d8e83e	08/22/2022
Plan for Liability Insurance	ACORD Forms.pdf	pdf	63038b7f44fa35000ad1fcdf	08/22/2022
Proposed Timeline	Timeline.pdf	pdf	63038b90d239e20007d8e922	08/22/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Plan.pdf	pdf	63038bc2d239e20007d8e965	08/22/2022
Qualifications and training	Employee Quaification and training.pdf	pdf	63038bddd239e20007d8e98d	08/22/2022
Maintaining of financial records	Financial Records.pdf	pdf	63038c25d239e20007d8ea32	08/22/2022
Inventory procedures	Inventory Procedures.pdf	pdf	63038c3544fa35000ad1fdbc	08/22/2022
Maintaining of financial records	Maintaining Records Plan-Retail.pdf	pdf	63038c4544fa35000ad1fe2c	08/22/2022
Personnel policies including background checks	Personnel Policies.pdf	pdf	63038d3544fa35000ad2015e	08/22/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	63038d3f44fa35000ad20172	08/22/2022
Quality control and testing	Quality Control and Testing.pdf	pdf	63038d4ad239e20007d8ee54	08/22/2022
Restricting Access to age 21 and older	Restricting Access.pdf	pdf	63038d5244fa35000ad20189	08/22/2022

Security plan	Security Measures in Compliance.pdf	pdf	63038d6f44fa35000ad201a3	08/22/2022
Storage of marijuana	Storage of MJ.pdf	pdf	63038d7d44fa35000ad201b7	08/22/2022
Transportation of marijuana	Transport of Marijuana.pdf	pdf	63038d8744fa35000ad201cb	08/22/2022
Diversity plan	GN October 13 2022 Diversity Plan UPDATED.pdf	pdf	6348792076c6660008250345	10/13/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable - co-located.pdf	pdf	60ef39cb2ea73e036476ce8f	07/14/2021
	colocated.pdf	pdf	63038e8944fa35000ad20655	08/22/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable - co-located.pdf	pdf	60ef39d5aa87100331f65888	07/14/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Greenhouse Naturals has not made any progress due to not being operational yet.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Greenhouse Naturals has not made any progress due to not being operational yet.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Greenhouse Naturals LLC (“Greenhouse Naturals”) will remain compliant at all times with the local zoning requirements set forth in the Beverly Zoning Ordinance. In accordance with Zoning Ordinance Section 300-122, Greenhouse Naturals’ proposed Marijuana Retailer facility is located in the General Commercial Zoning District designated for Marijuana Retailer facilities.

In compliance with Section 300-122(D)(2)(a), the property is not located within 500 feet of any pre-existing public or private school providing education in kindergarten or any of grades one through 12, pre-existing state-licensed child care facility, including day-care center, preschool, or afterschool facility, or any pre-existing City of Beverly-owned Library. The property is also not located within 300 feet of any pre-existing City of Beverly-owned park, playground, and/or recreational facility or 2,000 feet of another marijuana retailer or medical marijuana treatment center.

As required by Beverly’s Zoning Ordinance, Greenhouse Naturals will apply for a Special Permit and/or Site Plan Approval, as applicable, from the Zoning Board of Appeals. A Special Permit shall lapse after two years, and including such time required to pursue or await the determination of an appeal from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date for good cause. yes

Greenhouse Naturals will apply for any other local permits required to operate a Marijuana Retailer facility at the proposed location. Greenhouse Naturals will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer facility at Greenhouse Naturals’ proposed location.

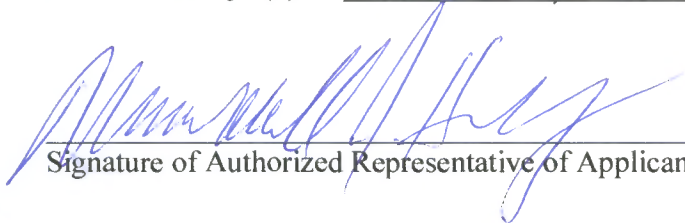
Greenhouse Naturals has already attended several meetings with various municipal officials and boards to discuss Greenhouse Naturals’ plans for a proposed Marijuana Retailer facility and has executed a Host Community Agreement with Beverly. Greenhouse Naturals will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Greenhouse Naturals’ Marijuana Retailer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

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).

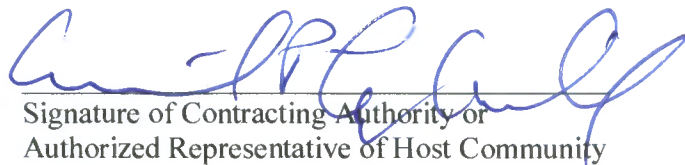
Applicant

I, Marshall J. Handly, Esq., (*insert name*) certify as an authorized representative of Greenhouse Naturals LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Beverly, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on October 22, 2019 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Mayor Michael P. Cahill, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Beverly, MA (*insert name of host community*) to certify that the applicant and City of Beverly, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on October 22, 2019 (*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, Joseph Giannino, (*insert name*) attest as an authorized representative of Greenhouse Naturals LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.


1. The Community Outreach Meeting was held on October 8, 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 September 30, 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 September 19, 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 September 19, 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*).



Initials of Attester: ____

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.



Initials of Attester: ____

REACH MORE THAN 350,000 READERS.

PUBLIC NOTICES

Public notices, they could affect you!

PUBLIC NOTICES

COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT Essex Probate and Family Court 36 Federal Street Salem MA 01970 (978) 744-1020 Docket No. ES19P2667EA

Estate of: Russell M. Rose Also Known As: Russell Rose Date of Death: 02/10/2019 CITATION ON PETITION FOR FORMAL ADJUDICATION

To all interested persons:

A Petition for Formal Probate of the Will and Appointment of Personal Representative has been filed by Judith A. Rose of Beverly, MA, requesting the Court enter a formal order of probate and for such other relief as requested in the Petition. The Petitioner requests that **Judith A. Rose of Beverly, MA**, be appointed as Personal Representative(s) of said estate to serve **Without Surety on the bond in an unsupervised administration.**

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 this Court before **10:00 a.m. on the return day of 10/14/2019.**

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 objections within thirty (30) days of the return day, action may be taken without further notice to you.

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 distribution of assets and expenses of administration.

WITNESS, Jennifer M.R. Ulwick, First Justice of this Court.

Date: September 09, 2019
Pamela Casey O'Brien
Register of Probate

SN - 9/30/19

PUBLIC NOTICES

Notice is hereby given that the License Board of the City of Beverly will hold a Public Hearing in the City Council Chamber at Beverly City Hall, 3rd Floor, 191 Cabot Street, Beverly, MA 01915, on Thursday, October 10, 2019 at 6:30 p.m. This hearing is relative to an application from **Kitsen Table, Inc. dba Soall-Vietnamese Noodle Bar, Hoang Sa Thi Ngyuen, Manager, for a New Chapter 12 Restaurant License granted under Special Legislation** for the sale of wine and malt beverages at 211 Rantoul Street, Beverly, MA 01915.

Notice is hereby given under the provisions of Chapter 188 of the Massachusetts General Law.

Per Order, Beverly License Board
Martha A. Lewis, Clerk
SN - 09/30/19

CITY OF BEVERLY CONSERVATION COMMISSION

Pursuant to the Regulations and procedures set forth in accordance with M.G.L. Chapter 131, Section 40, (the Wetland Protection Act) and Beverly's Wetlands Ordinance, Chapter 287, a public meeting will be held on: **Tuesday, October 8, 2019 at 7:00 p.m.**, or at a time thereafter at which this agenda item is reached, at Beverly City Hall, 3rd Floor Council Chambers, 191 Cabot Street, Beverly MA 01915 relative to a Request for a Determination of Applicability, filed by: Benjamin Meade.

Project Description: Repave, in kind, two adjoining driveways for 16 & 18 Hobart Avenue. Both addresses are existing single-family residences. Existing asphalt pavement for both driveways are in very poor condition and are in need of replacement. No changes to existing grades are proposed. A total of approximately 1,100 square feet will be repaved. Work to take place within 100-foot buffer zone and within the 50-foot no-build zone to Bordering Vegetated Wetlands and Coastal Bank, Land Subject to Coastal Storm Flowage, and 200-Foot Riverfront Area.

Location:
16 & 18 Hobart Avenue
Map 3, Lots 118 & 119
Jenna Pirrotta
Conservation Commission Agent
SN - 09/30/2019

PUBLIC NOTICES

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING ON OCTOBER 8, 2019 FOR MARIJUANA ESTABLISHMENTS PURSUANT TO 935 CMR 500.000

TO: All Abutters to 13 Enon Street, Beverly, MA 01915, all residents within 300 feet of 13 Enon Street, Beverly, MA 01915, and other interested residents or parties.

FROM: Greenhouse Naturals, LLC

SUBJECT OF COMMUNITY OUTREACH MEETING: The information presented at the Community Outreach Meeting will include 1) that the type of Marijuana Establishment to be located at 13 Enon Street, Beverly, MA 01915, is a "Marijuana Retailer"; 2) information adequate to demonstrate that the Location will be maintained securely, and steps to be taken by the applicant to prevent diversion to minors; 3) a plan by the applicant to positively impact the community; and 4) information adequate to demonstrate that the location will not constitute a nuisance.

Greenhouse Naturals, LLC will introduce the proposal, will solicit questions and comments from the public and will answer any such questions.

Date and time of Community Outreach Meeting: October 8, 2019 at 6:00 pm
Location of Meeting: Beverly Council On Aging and Senior Community Center Main Meeting Room 90 Colon Street Beverly, MA 01915

If you have any questions regarding this Community Outreach Meeting, please contact Attorney Marshall Handy; Email: mhandly@aol.com; Phone: (978) 921-5544
SN - 9/30, 10/1/19

PUBLIC NOTICES ARE IMPORTANT

Newspapers have been trusted to publish public notices since the Revolutionary War.

Today, they remain an established, trustworthy and neutral source that ably transfers information between government and the people.

Public notices are the lasting record of zoning changes, tax regulations, and legal transactions in your community.



Merchandise

ANTIQUES & COLLECTIBLES

ALL OFFERS CONSIDERED
Antique shoe shine chair. MUCH MORE!
Foot powered stone grinding wheel.
Childs school desk & chair.
2 Custom wagon wheels. OTHER ITEMS!
Antique 45 x 32 x 26 safe.
Battery powered golf cart.
Stevens Estate hatch.
Large Shuffle Alley.
Model Frigate ship & shelf.
Two 1972 French Motobecane bikes.
Inlaid banquet table.
1913 player piano - 100 rolls.
1925 Mobil gas pump.
Call 603-893-3345 or 603-327-8652

CEMETERY LOTS

PURITAN LAWN: ONE OF THE BETTER SECTIONS, HM LOT 15c. FOR TWO WITH Falcon Vault. Retail \$5400, asking \$3500 or best offer. (transfer fee paid \$150). Call 239-297-4462

Jobs-General

Sony Televisio

Wanted 14661705-9

MISC MERCH

BEDROOM set, dining room stand, 2 piece living room pictures framed, enter, train bikes, all good cond

LENNOX DINNERWARE - used, mint condition. 12 (dinner, salad, bread, cup) 978-979-2973, email: lisa

SNOW THROWER - Eagle engine, 6 speed self-prop well maintained. Elec Call (978) 53

VINTAGE ROUND

plus 4 chairs
Antique full brass
Call 978-475-8271

WARN

If you get an email or cash then the asking price for merchandise asking you to it is likely a scam. S

Jobs-Gr

NEWSPAPER ROUTES

EARN EXTRA CASH



MARBLEHEAD

160 papers avail

Call Mary Rich
978-338

MUST BE 18 OR OLDER AND HAVE A VALID AUTO INSURANCE AND RELIABLE TRANSPORTATION
All carriers are independent



LEGAL NOTICE OF
COMMUNITY OUTREACH MEETING
ON October 8, 2019 FOR MARIJUANA ESTABLISHMENTS
PURSUANT TO 935 CMR 500.000

TO: All Abutters to 13 Enon Street, Beverly, MA 01915, all residents within 300 feet of 13 Enon Street, Beverly, MA 01915, and other interested residents or parties.

FROM: Greenhouse Naturals, LLC

SUBJECT OF COMMUNITY OUTREACH MEETING: The Information presented at the Community Outreach Meeting will include 1) that the type of Marijuana Establishment to be located at 13 Enon Street, Beverly, MA 01915, is a "Marijuana Retailer"; 2) information adequate to demonstrate that the Location will be maintained securely, and steps to be taken by the applicant to prevent diversion to minors; 3) a plan by the applicant to positively impact the community; and 4) information adequate to demonstrate that the location will not constitute a nuisance.

Greenhouse Naturals, LLC will introduce the proposal, will solicit questions and comments from the public and will answer any such questions.

**Date and time of
Community Outreach
Meeting:**

October 8, 2019 at 6:00 pm

Location of Meeting:

**Beverly Council On Aging and Senior Community Center
Main Meeting Room
90 Colon Street
Beverly, MA 01915**

If you have any questions regarding this Community Outreach Meeting, please contact Attorney Marshall Handly; Email: mhandly@aol.com; Phone: (978) 921-5544.

*****This is a rescheduling of the meeting
originally noticed for October 2, 2019*****

LEGAL NOTICE OF
COMMUNITY OUTREACH MEETING
ON October 8, 2019 FOR MARIJUANA ESTABLISHMENTS
PURSUANT TO 935 CMR 500.000

TO: All Abutters to 13 Enon Street, Beverly, MA 01915, all residents within 300 feet of 13 Enon Street, Beverly, MA 01915, and other interested residents or parties.

FROM: Greenhouse Naturals, LLC

SUBJECT OF COMMUNITY OUTREACH MEETING: The Information presented at the Community Outreach Meeting will include 1) that the type of Marijuana Establishment to be located at 13 Enon Street, Beverly, MA 01915, is a "Marijuana Retailer"; 2) information adequate to demonstrate that the Location will be maintained securely, and steps to be taken by the applicant to prevent diversion to minors; 3) a plan by the applicant to positively impact the community; and 4) information adequate to demonstrate that the location will not constitute a nuisance.

Greenhouse Naturals, LLC will introduce the proposal, will solicit questions and comments from the public and will answer any such questions.

**Date and time of
Community Outreach
Meeting:**

October 8, 2019 at 6:00 pm

Location of Meeting:

**Beverly Council On Aging and Senior Community Center
Main Meeting Room
90 Colon Street
Beverly, MA 01915**

If you have any questions regarding this Community Outreach Meeting, please contact Attorney Marshall Handly; Email: mhandly@aol.com; Phone: (978) 921-5544.

*****This is a rescheduling of the meeting
originally noticed for October 2, 2019*****

CERTIFICATE OF SERVICE
And
ATTESTATION OF NOTICE

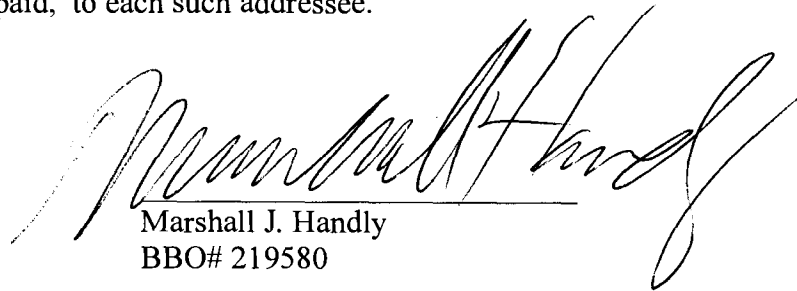
I, Marshall J. Handly, attorney for the applicant, Greenhouse Naturals LLC herein, hereby certify and attest, under penalty of perjury, that I have this date served a copy of the foregoing instrument:

1. "Legal Notice of Community Outreach Meeting",

on the abutters of the proposed address of the Marijuana Establishment (13 Enon Street, Beverly, Massachusetts), and on residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list of the City of Beverly, as certified by the Beverly City Assessor's Office and set forth on the list attached hereto as Exhibit "A"

by mailing a copy thereof, first class postage prepaid, to each such addressee.

Dated: September 19, 2019



Marshall J. Handly
BBO# 219580

Greenhouse Naturals, LLC
c/o Handly & Cox, P.C.
9 Abbott Street
Beverly, MA 01915



ALL ADDRESSEES ON ATTACHED "CERTIFIED
ABUTTERS LIST" DATED 6/26/29

80-100
LUC: 323

80-108
LUC: 101

80-126
LUC: 101

1A 80-102-1A
LUC: 343

80-109
LUC: 101

80-127
LUC: 101

1B 80-102-1B
LUC: 343

80-110
LUC: 101

80-128
LUC: 101

2A 80-102-2A
LUC: 343

80-119
LUC: 101

80-92
LUC: 101

2B 80-102-2B
LUC: 343

80-120
LUC: 101

80-93
LUC: 101

80-103
LUC: 031

80-121
LUC: 101

80-94
LUC: 101

80-104
LUC: 325

80-122
LUC: 111

81-238
LUC: 101

80-105
LUC: 104

80-123
LUC: 301

81-238A
LUC: 975

80-106
LUC: 111

80-124
LUC: 101

81-239
LUC: 101

80-107
LUC: 342

80-125
LUC: 101

81-240
LUC: 101

81-33
LUC: 101

81-74B
LUC: 101

93-266
LUC: 101

81-34
LUC: 101

81-74C
LUC: 101

93-267
LUC: 101

81-50
LUC: 101

81-75
LUC: 101

81-51
LUC: 101

81-75B
LUC: 101

81-70
LUC: 328

81-75D
LUC: 101

81-71
LUC: 323

81-99
LUC: 101

81-72
LUC: 972

92-1
LUC: 101

81-72A
LUC: 972

92-2
LUC: 101

81-74
LUC: 109

92-3
LUC: 333

81-74A
LUC: 101

92-59
LUC: 324

BURNS KEVIN
 BURN RENUKA
 10 BAYBERRY LN
 BEVERLY, MA 01915

06/26/19
 Certified Abitters list
 Brittany Dove
 Assessors office
 parcel 81-71
 13 Enon St.
 (aka 11-23 Enon St)
 full 300ft
 per Cannabis
 Control Commission
 requirements

Greenhouse Naturals has yet to open, is not presently generating sales and as such, it is not possible at this time to provide documentation demonstrating that we have requested from the host community records of any cost to the city or town reasonably related to the operation of the establishment.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Greenhouse Naturals LLC (“Greenhouse Naturals”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions¹; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Greenhouse Naturals has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Lynn, Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions (the “Target Communities”).

For Greenhouse Naturals to positively impact the Target Communities, it has established the following goal:

- Hiring individuals from the Target Communities with the goal of having 10% of staff be past or present residents of the City of Lynn and 10% of staff be Massachusetts residents who have past drug convictions or whose parents or spouses have drug convictions.

Programs

Greenhouse Naturals has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs will include the following:

1. Greenhouse Naturals will post open job positions (as they become available, but not less than annually) with the Lynn Daily Item and 70 Million Jobs;
2. Greenhouse Naturals will host at least one (1) career fair per year (which will be advertised in the Lynn Daily Item and will be able to accommodate no fewer than twenty individuals); and
 - Being a resident of Lynn and/or a Massachusetts resident who past has past drug convictions and who has parents or spouses who have drug convictions, will be a positive factor in Greenhouse Naturals’ hiring decisions.²
3. Greenhouse Naturals will hold at least one (1) annual informational session regarding the process for sealing and expunging criminal records.

¹ Greenhouse Naturals will ensure that any hiring practices instituted with respect to Massachusetts residents who have past drug convictions or Massachusetts residents with parents or spouses who have drug convictions are done in accordance with “Ban the Box” standards.

² This does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

Measurements

The Chief Executive Officer (“CEO”) will administer the Plan and will be responsible for developing measurable outcomes to ensure Greenhouse Naturals continues to meet its commitments. Such measurable outcomes, in accordance with Greenhouse Naturals’ goals and programs described above, include:

1. Ensuring that at least 10% of the staff is past or present residents of the City of Lynn and 10% of staff is Massachusetts residents who have past drug convictions or whose parents or spouses have drug convictions through a biannual staffing analysis and report;
2. Documenting any job fairs hosted or participated in Lynn, including any advertisements placed related thereto and any resumes received as a result of such job fairs;
3. Maintaining records of any jobs posted with the Lynn Daily Item and 70 Million Jobs, including any resumes received as a result; and
4. Documenting the annual expungement and sealing information session.

Beginning upon receipt of Greenhouse Naturals first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Greenhouse Naturals will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The CEO will review and evaluate Greenhouse Naturals’ measurable outcomes no less than twice annually to ensure that Greenhouse Naturals is meeting its commitments. Greenhouse Naturals is mindful that demonstration of the Plan’s progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Greenhouse Naturals 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 Greenhouse Naturals will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001348475

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

2a. Location of its principal office:

No. and Street: 80A LAWRENCE ROAD
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

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

No. and Street: 80A LAWRENCE ROAD
City or Town: BOXFORD State: MA Zip: 01921 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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSEPH A. GIANNINO
No. and Street: 80A LAWRENCE ROAD
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

I, JOSEPH A. GIANNINO 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	JOHN CHRISTOPHER MACNEIL	8 PURITAL DRIVE BEDFORD, NH 03110 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.

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

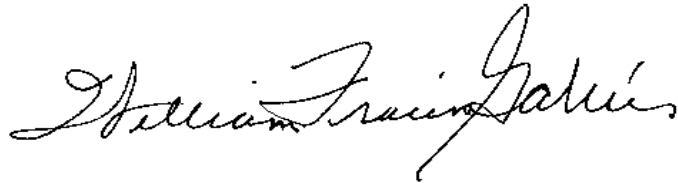
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of October, 2018,
JOSEPH A. GIANNINO
(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:

October 01, 2018 01:26 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001348475

The date of filing of the original certificate of organization: 10/1/2018

1.a. Exact name of the limited liability company: GREENHOUSE NATURALS LLC

1.b. The exact name of the limited liability company as amended, is: GREENHOUSE NATURALS LLC

2a. Location of its principal office:

No. and Street: 80A LAWRENCE ROAD
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

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

RETAIL

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOSEPH A. GIANNINO
No. and Street: 80A LAWRENCE ROAD
City or Town: BOXFORD State: MA Zip: 01921 Country: USA

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	JOHN CHRISTOPHER MACNEIL	8 PURITAN DRIVE BEDFORD, NH 03110 USA
MANAGER	JOSEPH ANTHONY GIANNINO	80A LAWRENCE ROAD BOXFORD, MA 01921 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	Address (no PO Box)
-------	-----------------	---------------------

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

9. Additional matters:

10. State the amendments to the certificate:

I CHANGED THE TYPO IN JOHN MACNEIL'S ADDRESS I CORRECTED 'ALL CAPS' I ADDED JOSEPH A. GIANNINO AS A MANAGER I REAFFIRMED THE BUSINESS WILL BE 'RETAIL'

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

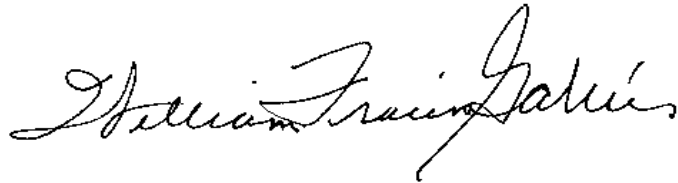
10/25/2018

**SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of October, 2018,
JOSEPH A GIANNINO , Signature of Authorized Signatory.**

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:

October 24, 2018 11:56 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1881841728
Notice Date: November 25, 2019
Case ID: 0-000-713-456



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GREENHOUSE NATURALS LLC
80A LAWRENCE RD
BOXFORD MA 01921-2219

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GREENHOUSE NATURALS 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) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

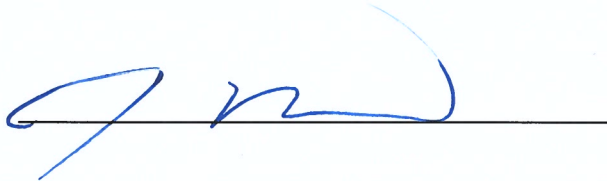
Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- 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

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

Signed under the pains and penalties of perjury, I, John MacNeil, an authorized representative of Greenhouse Naturals LLC ("Greenhouse Naturals"), certify that Greenhouse Naturals does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



11/18/2019
Date

Name: John MacNeil

Entity: Greenhouse Naturals LLC



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

William Francis Galvin
Secretary of the
Commonwealth

November 20, 2019

TO WHOM IT MAY CONCERN:

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

GREENHOUSE NATURALS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 1, 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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOHN CHRISTOPHER MACNEIL, JOSEPH ANTHONY GIANNINO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN CHRISTOPHER MACNEIL, JOSEPH ANTHONY GIANNINO**

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY AGREEMENT

between

GREENHOUSE NATURALS LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

November 25, 2019

THE UNITS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH UNITS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING UNITS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS UNITS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

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LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (collectively with all schedules and exhibits hereto, as amended and/or restated from time-to-time, this “Agreement”) of GREENHOUSE NATURALS LLC, a Massachusetts limited liability company (the “Company”), is entered into as of the 25th day of November, 2019 (the “Effective Date”) by and among the Persons whose names and addresses are listed on the Schedule of Members attached hereto as Schedule A (the “Schedule of Members”).

RECITALS

WHEREAS, the Company and the Members desire to enter into this Agreement in order to provide for, among other things, the governance of the Company and the rights, preferences and privileges of the membership interests therein.

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“Affiliate” means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Affected Member” has the meaning set forth in Section 4.12.

“Agreement” has the meaning set forth in the preamble hereof.

“Applicable Law” means all applicable provisions of: (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“Automatic Divestiture” has the meaning set forth in Section 4.12.

“Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in Boston, Massachusetts are not open for business.

“Capital Account” has the meaning set forth in Section 5.03.

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the book value of any property contributed to the Company by such Member.

“Certificate of Organization” means the Company’s Certificate of Organization as filed with the Massachusetts Secretary of the Commonwealth on October 1, 2018, as amended on October 24, 2018, and as may be further amended and restated.

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Units” means the Units having the privileges, preference, duties, liabilities, obligations, and rights specified with respect to “Common Units” in this Agreement.

“Company” has the meaning set forth in the preamble hereof.

“Confidential Information” has the meaning set forth in Section 10.01(a).

“Covered Persons” has the meaning set forth in Section 13.01(a).

“Distribution” means a distribution made by the Company to a Member, whether in cash, property, or securities of the Company and whether by liquidating distribution or otherwise; *provided, however*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member’s capacity as a service provider for the Company or a Company Subsidiary. “Distribute” when used as a verb shall have a correlative meaning.

“Effective Date” has the meaning set forth in the preamble hereof.

“Electronic Transmission” means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

“Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the unanimous consent of the Managers based on such factors as the Managers, in the exercise of their reasonable business judgment, considers relevant.

“Family Member” has the meaning set forth in Section 9.02(b).

“Fiscal Year” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“Governmental Authority” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“Joinder Agreement” means the joinder agreement in form attached hereto as Exhibit A.

“Liquidator” has the meaning set forth in Section 12.03(a).

“LLC Act” means the Massachusetts Limited Liability Company Act as codified in the General Laws of Massachusetts Chapter 156C, as amended from time-to-time, and the rules and regulations thereunder, which shall be in effect at the time.

“Majority Unitholders” means Members holding greater than fifty percent (50%) of the Membership Interests.

“Manager” and “Managers” have the meanings set forth in Section 8.01.

“Member” means (a) each Person identified on the Schedule of Members as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof; and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company’s books and records as the owner of one or more Units. The Members shall constitute the “members” of the Company.

“Membership Interest” means an interest in the Company owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Member), as applicable: (a) to a Distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

“Net Income” and “Net Loss” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code § 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code § 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code § 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code § 705(a)(2)(B), including any items treated under Treasury Regulation § 1.704-1(b)(2)(iv)(i) as items described in Code § 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by

reference to the book value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its book value;

(d) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a book value that differs from its adjusted tax basis shall be computed by reference to the property's book value (as adjusted for book depreciation) in accordance with Treasury Regulation § 1.704-1(b)(2)(iv)(g);

(e) if the book value of any Company property is adjusted, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code §§ 732(d), 734(b), or 743(b) is required, pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

“Partnership Representative” has the meaning set forth in Section 11.02(a).

“Payoff Note” has the meaning set forth in Section 4.13(b).

“Permitted Transfer” means a Transfer of Units carried out pursuant to Section 9.02. “Permitted Transferee” means a recipient of a Permitted Transfer.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

“Schedule of Members” has the meaning set forth in the preamble hereof.

“Securities Act” means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

“Subscription Letters” means, collectively, those certain Subscription Letters, each dated as of the date hereof and a form of which is attached hereto as Exhibit B, by and between the Company and the respective Member named therein, pursuant to which the named Member has acquired that number of Units set forth opposite such Member's name on the Schedule of Members as of the date hereof.

“Subsidiary” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“Tax Distribution” has the meaning set forth in Section 7.04.

“Tax Liability” has the meaning set forth in Section 7.04.

“Transfer” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation, or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units or Unit Equivalents owned by a Person. “Transfer” when used as a noun shall have a correlative meaning. “Transferor” and “Transferee” mean a Person who makes or receives a Transfer, respectively.

“Treasury Regulations” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“Unit” means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units; *provided, however*, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations, and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations, and rights.

“Voting Members” has the meaning set forth in Section 4.07(b).

“Voting Units” has the meaning set forth in Section 4.07(a).

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neutral forms. Unless the context otherwise requires, references herein: (i) to articles, sections, and exhibits mean the articles and sections of, and exhibits attached to, this Agreement; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time-to-time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time-to-time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on October 1, 2018 upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts.

(b) This Agreement shall constitute the “limited liability company agreement” of the Company. The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to this Agreement.

Section 2.02 Name. The name of the Company is “Greenhouse Naturals LLC” or such other name or names as the Managers may from time-to-time designate; *provided, however*, that the name shall always contain the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”. A Manager shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 Principal Office. The principal office of the Company will be at such place as may from time-to-time be determined by the Managers. A Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Organization or such other office (which need not be a place of business of the Company) as the Managers may designate from time-to-time in the manner provided by Applicable Law.

(b) The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be the initial registered agent named in the Certificate of Organization or such other Person or Persons as the Managers may designate from time-to-time in the manner provided by Applicable Law.

Section 2.05 Purpose; Powers.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto. The Certificate of Organization, as amended from time-to-time, shall state the general character of business of the Company.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Organization was filed with the Secretary of the Commonwealth of Massachusetts and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 No State-Law Partnership¹. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take

¹ NTD: Please confirm that you intend to have the company taxed as an LLC, and not as a corporation or other entity.

any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager of the Company shall be a partner or joint venture of any other Member or Manager of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

ARTICLE III UNITS

Section 3.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one (1) or more types, classes, or series. Each type, class, or series of Units shall have the privileges, preference, duties, liabilities, obligations, and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class, or series. A Manager shall update the Schedule of Members upon the issuance or Transfer of any Units to any new or existing Member.

Section 3.02 Authorization and Issuance of Common Units. Subject to compliance with Section 8.02, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof and after giving effect to the transactions contemplated by the Subscription Letters, the number of Common Units issued and outstanding to the Members are set forth opposite each Member's name on the Schedule of Members. The Company may issue Common Units to be held in reserve/treasury.

Section 3.03 Certification of Units.

(a) A Manager in their sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that a Manager shall issue certificates representing Units in accordance with Section 3.03(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT: (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS; OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION.

ARTICLE IV MEMBERS

Section 4.01 Admission of New Members.

(a) New Members may be admitted from time-to-time: (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 8.02, as applicable; and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX and in either case, following compliance with the provisions of Section 4.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Schedule of Members by a Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued their Units. A Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units: (i) have not been registered under the Securities Act or the securities laws of any other jurisdiction; and (ii) are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless: (1) they are subsequently registered or exempted from registration under the Securities Act; and (2) the provisions of this Agreement have been complied with.

(b) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribute thereof.

(c) Such Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company and the Company Subsidiaries, and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises, and records of the Company and the Company Subsidiaries for such purpose.

(d) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member.

(e) Such Member has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto.

(f) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time.

(g) The execution, delivery and performance of this Agreement: (i) have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained; and (ii) do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound.

(h) This Agreement is valid, binding, and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity).

(i) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable.

(j) None of the foregoing shall replace, diminish, or otherwise adversely affect any Member's representations and warranties made by such Member in any agreement with the Company.

Section 4.03 No Personal Liability. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

Section 4.04 No Withdrawal. A Member shall not cease to be a Member as a result of the bankruptcy or insolvency of such Member. Except as provided by the LLC Act, so long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member once full payment is made therefor in accordance with the terms of this Agreement. Notwithstanding anything contained herein to the contrary, in the event any Member is determined unfit to have an ownership or permitted economic interest in a cannabis business pursuant to Applicable Law, such Member shall be subject to Automatic Divestiture as set forth in Section 4.12 and Section 4.13.

Section 4.05 Death. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be Transferred to such Member's heirs; *provided, however*, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement. Notwithstanding the foregoing, such Member's heirs shall only be admitted as Members of the Company if in compliance with Section 4.01 and Section 4.02.

Section 4.06 Voting. Except as otherwise provided by this Agreement (including Section 4.07 and Section 14.09) or as otherwise required by Applicable Law, each Member shall be entitled to one (1) vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement.

Section 4.07 Meetings.

(a) Voting Units. As used herein, the term "Voting Units" shall mean: the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business not described in this Section 4.07.

(b) Calling the Meeting. Meetings of the Members may be called by the Majority Unitholders. Only Members who hold the relevant Voting Units ("Voting Members") shall have the right to attend meetings of the Members.

(c) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than two (2) days and not more than thirty (30) days before the date of the meeting to each Voting Member, by or at the direction of the Member(s) calling the meeting, as the case may be. The Voting Members may hold meetings at the Company's principal office or at such other place as the Member(s) calling the meeting may designate in the notice for such meeting.

(d) Participation. Any Voting Member may participate in a meeting of the Voting Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) Vote by Proxy. On any matter that is to be voted on by Voting Members, a Voting Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Voting Member executing it unless otherwise provided in such proxy; *provided, however*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(f) Conduct of Business. The business to be conducted at a meeting need not be limited to the purpose described in the notice and can include business to be conducted by

Voting Members holding Common Units; *provided, however*, that the appropriate Voting Members shall have been notified of the meeting in accordance with Section 4.07(c). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.08 Quorum. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to Section 4.09, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

Section 4.09 Action Without Meeting. Notwithstanding the provisions of Section 4.08, any matter that is to be voted on, consented to, or approved by Voting Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by the Majority Unitholders. A record shall be maintained by a Manager of each such action taken by written consent of a Member or Members.

Section 4.10 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.11 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.12 Automatic Divestiture. If, during any time while the Company holds a local or state license to operate a cannabis business pursuant to Applicable Law, any of the following occur to a Member or to any member or Affiliate of such Member, all interests of such Member (the “Affected Member”) shall automatically and immediately terminate, and the Affected Member will cease to be a member (“Automatic Divestiture”):

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to Applicable Law, disqualify the Affected Member from having an ownership interest in a duly licensed cannabis business; *provided, however*, where an Affected Member is only charged with a criminal offense and not convicted, and where the applicable Governmental Authorities upon request have agreed to defer pursuing any action against the Company’s cannabis business license(s) based on such charges, or where such actions of such Governmental Authorities are subject to a stay order, then the Affected Member shall not be divested of their Membership Interest under this Section 4.12.

(b) The Affected Member or any entity that it owns or controls incurs a revocation of any cannabis business license, and it is determined by the Managers that such revocation would have a material adverse effect upon the issuance or continued good standing of the Company's cannabis business license(s).

(c) A Governmental Authority issues a formal recommendation stating that the Affected Member is unfit to have an ownership or economic interest in a cannabis business.

(d) A Governmental Authority issues a formal recommendation against the issuance to the Company of a cannabis business license, or revokes any of the Company's cannabis business licenses, which recommendation or revocation cites the participation of the Affected Member as a material factor in the decision, or a Governmental Authority conditions the issuance of a cannabis business license on the Company removing the Affected Member.

(e) A Governmental Authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's cannabis business license is being delayed beyond one (1) year following the filing of the Company's application for a cannabis business license, and the Company is advised that the sole reason for such delay is the participation of, or concerns about, the Affected Member.

(f) The Affected Member demonstrates a repeated failure to attend meetings with the applicable Governmental Authorities as is required for the Company to conduct its cannabis business. As used herein, the repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any Governmental Authority responsible for issuing cannabis business licenses.

(g) The Affected Member fails to provide information to Governmental Authorities which may be requested or required in connection with applying for and operating licensed cannabis businesses.

(h) If the Affected Member is a partnership or other business entity and not a natural person, a member of the Affected Member is disqualified from obtaining an ownership interest in a licensed cannabis business by final written determination of a Governmental Authority, unless such member is divested from the Affected Member in a timely manner.

Section 4.13 Settling of Accounts Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the Automatic Divestiture of any Member in accordance with Section 4.12 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is a corporate entity and the occurrence of any of the events enumerated in Section 4.12 above is due to a member, shareholder, officer, or manager of the Affected Member, the Affected Member shall have an option to redeem its Units and shall be restored to its ownership position before the divestiture events occur if the Managers, a court of law, or the applicable Governmental Authority provides a written assurance or order that the Affected Member has removed the member, shareholder, officer, director, or manager that caused any of the events enumerated in Section 4.12 above pursuant to the terms of the Affected Member's governing documents.

(b) If an Affected Member is subject to Automatic Divestiture under the above Section 4.12, the Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) the Company and the Affected Member shall determine the Fair Market Value of the Affected Member's Units by a mutually agreed upon third-party appraisal; (ii) if the Affected Member and the Company cannot agree on a third-party appraisal, then the Affected Member and the Company shall each choose and pay for their own appraisal and the differences, if any, between the two appraisals for the Affected Member's Units shall be averaged and used for calculating the Payoff Note; (iii) once the Fair Market Value of the Affected Member's Units is determined in relation to the Company's Fair Market Value, the Company shall deliver a note (the "Payoff Note") to the Affected Member for one hundred percent (100%) of the Fair Market Value of the Affected Member's Units. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time-to-time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required by Applicable Law. The terms of the Payoff Note may include periodic payment obligations and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason.

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Capital Contributions. Each Member owning Common Units has made the Capital Contribution giving rise to such Member's Capital Account, as defined in Section 5.03 herein, and is deemed to own the number, type, series, and class of Units, in each case, in the amounts set forth opposite such Member's name on the Schedule of Members as in effect on the date hereof.

Section 5.02 Additional Capital Contributions.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the unanimous consent of the Managers and in connection with an issuance of Units made in compliance with Section 3.02 or Section 9.02.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or book value of any property Distributed to such Member;

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI; and

(iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

Section 5.04 Succession Upon Transfer. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units and shall receive allocations and Distributions pursuant to Article VI, Article VII and Article VIII in respect of such Units.

Section 5.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in their Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 No Withdrawal. No Member shall be entitled to withdraw any part of their Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(ii) and Section 5.03(iii), if applicable.

Section 5.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If a Manager determines that it is prudent to modify the manner in which

the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, a Manager may authorize such modifications.

ARTICLE VI ALLOCATIONS

Section 6.01 Allocation of Profits and Losses.

(a) The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in proportion to the number of Units held by each Member.

(b) Notwithstanding any other provision of this Agreement, "partner nonrecourse deductions" (as defined in Treasury Regulations § 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations § 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations § 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations § 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Code § 704(b).

(d) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this Section 6.01, except as may otherwise be provided herein or under the Code.

ARTICLE VII DISTRIBUTIONS

Section 7.01 General.

(a) Subject to Section 7.02, Section 7.03, and Section 7.04, by unanimous consent of the Managers, the Managers shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.04 and subject to the priority of Distributions pursuant to Section 12.03, if applicable, all Distributions determined to be made by the Managers pursuant to Section 7.01 shall be made to Members pro rata in proportion to the number of Units held by each Member.

Section 7.03 Withholding. If any federal, foreign, state, or local jurisdiction requires the Company to withhold taxes or other amounts with respect to any Member's allocable share of taxable income or any items thereof, or with respect to Distributions, the Company shall withhold from Distributions or other amounts then due to such Member an amount necessary to satisfy the withholding responsibility and shall pay any amounts withheld to the appropriate taxing authorities. In such a case, for purposes of this Agreement the Member for whom the Company has paid the withholding tax shall be deemed to have received the withheld Distribution or other amount due and to have paid the withholding tax directly and such Member's share of cash Distributions or other amounts due shall be reduced by a corresponding amount. If it is anticipated that, at the due date of the Company's withholding obligation, the Member's share of cash Distributions or other amounts due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the Company the amount of such shortfall within thirty (30) days after notice by the Company. If a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member bearing interest at a rate equal to the prime rate published in the Wall Street Journal on the date of the missed payment plus two percent (2%) per annum, and the Company shall apply all Distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or Distributions shall be applied first to interest and then to principal until the loan is repaid in full.

Section 7.04 Tax Distributions. Within ninety (90) days after the end of each calendar year, to the extent of any available cash on hand, the Company shall Distribute to each Member (any such Distribution, a "Tax Distribution") an amount such that total Distributions under Section 7.02 or Section 7.03 to such Member with respect to the calendar year recently ended are at least equal to the assumed federal, state, and local income tax liability (such liability, a "Tax Liability") incurred by such Member with respect to such Member's distributive share of the Company's taxable net income for such taxable year. For purposes of the computation required by this Section 7.04, the taxable net income for a taxable year allocated to each Member shall be deemed to be reduced by any prior net loss allocated to such Member that was not previously taken into account under this sentence. Capital losses included in any such prior net losses shall be included in the computation only to the extent of subsequent capital gains. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal and state income tax rate applicable to individuals under the Code and the laws of the state in which any Member of the Company resides or where the Company does business and which state has highest effective state income tax rate of all of the states in which any Members of the Company reside or where the Company does business, giving effect to the different tax rates attributable to different types of income earned by the Company, and the deductibility of state taxes for federal income tax purposes. Any Tax Distribution shall be treated as an advance on the

Member's rights to Distributions under Section 7.01 and Section 7.02 and shall reduce the amount of the first such Distributions on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Managers to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the Members' rights to Distributions under Section 7.01 and Section 7.02 (and to the amount of the annual distribution under this Section 7.04). If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company and any such refunded amount shall be treated as if it were never Distributed.

ARTICLE VIII MANAGEMENT

Section 8.01 Management of the Company. The number of Managers of the Company shall be fixed from time-to-time by the affirmative vote of the Majority Unitholders, but in no instance shall there be fewer than two (2) Managers. Subject to the provisions of Section 8.02 and except as otherwise provided by the LLC Act, the business, property, and affairs of the Company shall be initially managed by two (2) managers (each a "Manager," and collectively the "Managers"). The initial Managers of the Company shall be John C. MacNeil and Joseph A. Giannino. Each Manager shall serve as a Manager until their death, incapacity, resignation, or removal. The actions of any Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by a Manager pursuant to a duly adopted resolution expressly authorizing such action.

Section 8.02 Actions Requiring Approval of Members. Subject to any contrary provision herein requiring approval by a different percentage or of particular Members the Company shall not enter into any commitment, without the written approval of the Majority Unitholders to:

(a) amend, modify, or waive any provisions of the Certificate of Organization or this Agreement, in whole or in part (*provided, however*, that a Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement);

(b) issue additional Membership Interests, equity securities, or other securities or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of Article IX and Section 5.04, admit additional Members to the Company;

(c) incur any indebtedness, pledge, or grant liens on any assets or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person in excess of ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) in a single transaction or series of related transactions, or in excess of FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000.00 USD) in the aggregate at any time outstanding;

(d) make any loan or advance to or a Capital Contribution or investment in, any Person, in excess of FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (\$500,000.00 USD);

(e) enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange, or other acquisition (including by merger, consolidation, sale of stock, or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practice;

(f) enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange, or other disposition (including by merger, consolidation, sale of stock, or sale of assets) by the Company of any assets or equity interests, other than sales of inventory in the ordinary course of business consistent with past practice;

(g) convert from a limited liability company to a corporation or change tax status;

(h) enter into a new line of business;

(i) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability with a value in excess of ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) or agree to the provision of any equitable relief by the Company; or

(j) dissolve, wind up, or liquidate the Company or initiate a bankruptcy or state insolvency or receivership proceeding involving the Company.

Section 8.03 Removal; Resignation. A Manager may be removed at any time, with or without cause, by the Majority Unitholders. A Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following a Manager's removal or resignation, a successor Manager shall be elected by the Majority Unitholders. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Member from the Company.

Section 8.04 No Meetings; Action by Written Consent. The Managers of the Company shall not be required to hold annual meetings of the Company or any special meetings. Notwithstanding anything herein to the contrary, any action requiring consent of the Managers may be taken without a meeting if a written consent constituting a majority of the Managers of the Company shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth of Massachusetts.

Section 8.05 Compensation; No Employment.

(a) Each Manager shall be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of their duties as a Manager. Nothing contained in this

Section 8.05 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 8.06 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.

ARTICLE IX TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 4.05 and Section 9.02, or as required pursuant to Section 4.12, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of the Majority Unitholders. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(b) Notwithstanding any other provision herein to the contrary, each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a “publicly traded partnership” under Code § 7704(b) within the meaning of Treasury Regulations § 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations § 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company’s existence or qualification as a limited liability company under the LLC Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company’s books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Except as provided in Section 4.05, no Transfer (including a Permitted Transfer) of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(e) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term “Membership Interest” unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01 and Article X shall not apply to any of the following Transfers by any Member of any of its Units. The provisions of Section 9.01 shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a “Permitted Transferee” and, any such Transfer to a Permitted Transferee, a “Permitted Transfer”):

- (a) any Affiliate of such Member; or
- (b) with respect to a Member that is an individual: (i) such Member’s spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the spouses of each such natural persons (collectively, “Family Members”); (ii) a trust under which the distribution of Membership Interests may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his or her life; (iv) a corporation, partnership, or limited liability company, the shareholders, partners, or members of which are only such Member and/or Family Members of such Member; or (v) such Member’s executors, administrators, testamentary trustees, legatees, or beneficiaries, by will or the laws of intestate succession.

ARTICLE X CONFIDENTIALITY

Section 10.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, they will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company, the Company Subsidiaries, and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, “Confidential Information”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing their duties as a Manager, officer, employee, consultant, or other service provider of the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in Section 10.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 10.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 10.01 as if a Member; *provided, however*, that in the case of clause (i), (ii) or (iii) above, such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 10.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been

independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member, or any of their respective Representatives; *provided, however*, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

ARTICLE XI ACCOUNTING; TAX MATTERS

Section 11.01 Inspection Rights. Upon reasonable notice from a Member, the Company shall, and shall cause its Managers and employees to, afford each Member and its Representatives reasonable access during normal business hours to: (i) the Company's and the Company Subsidiaries' properties, offices, plants, and other facilities; (ii) the corporate, financial, and similar records, reports, and documents of the Company and the Company Subsidiaries, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters, and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) the Company's and the Company Subsidiaries' senior employees and public accountants, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company and the Company Subsidiaries with their senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances, and accounts).

Section 11.02 Partnership Tax Representative.

(a) Appointment. The Members hereby appoint John C. MacNeil who shall serve as the "partnership representative" (as such term is defined in Code § 6223) for the Company (the "Partnership Representative").

(b) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by taxing authorities and any resulting proceedings. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

(c) Income Tax Elections. Subject to Section 8.02, the Partnership Representative shall have sole discretion to make any income tax election it deems advisable on behalf of the Company. All determinations as to tax elections and accounting principles shall be made solely by the Partnership Representative.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax, or interest imposed with respect to such taxes) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Resignation. The Partnership Representative may resign at any time. If John C. MacNeil ceases to be the Partnership Representative for any reason, the Majority Unitholders of the Company shall appoint a new Partnership Representative.

Section 11.03 Tax Returns. At the expense of the Company, the Managers shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Managers will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

Section 11.04 Company Funds. All funds of the Company shall be deposited in the Company's name, or in such name as may be designated by a Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by a Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of a Manager.

ARTICLE XII DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) an election to dissolve the Company made by Majority Unitholders;
- (b) the sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) the entry of a decree of judicial dissolution or administrative order of dissolution by a Governmental Authority.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall

not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03, and the Certificate of Organization shall have been cancelled as provided in Section 12.04.

Section 12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) Liquidator. A Manager, or, if all of Managers are unable to do so, a Person selected by the Majority Unitholders, shall act as liquidator to wind up the Company (the “Liquidator”). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company).

(ii) Second, to the establishment of and additions to reserves that are determined by the Managers in their sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company.

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02.

(d) Discretion of Liquidator. Notwithstanding the provisions of this Section 12.03 that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Certificate of Organization in the Commonwealth of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

Section 12.05 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Net Loss which at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

Section 12.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon dissolution or otherwise) against a Manager, the Liquidator, or any other Member.

ARTICLE XIII EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean: (i) each Member; (ii) each officer, director, shareholder, partner, member, controlling Affiliate, employee, agent, or representative of each Member, and each of their controlling Affiliates; and (iii) each Manager, officer, employee, agent, or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information) of the following Persons or groups: (i) another Manager; (ii) one (1) or more employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 13.03 Indemnification.

(a) Indemnification. As the same now exists or may hereafter be amended, substituted, or replaced the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, Member, stockholder, controlling Affiliate, Manager, director, officer, employee, or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, Member, Manager, director, officer, employee, or agent of any Person including the Company or any Company Subsidiary;

provided, however, that: (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, non-appealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment,

order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; *provided, however*, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the a Manager may determine; *provided, however*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to

the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification, or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

(h) Survival. The provisions of this Article XIII shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: Greenhouse Naturals LLC
80A Lawrence Road
Boxford, Massachusetts 01921
E-mail: josephgiannino@gmail.com
Attention: Joseph A. Giannino

with a copy to: Vicente Sederberg LLP
2 Seaport Lane, 11th Floor
Boston, Massachusetts 02210
E-mail: brandon@vicentesederberg.com
Attention: Brandon Kurtzman, Esq.

If to a Member, to such Member's respective mailing address as set forth on the Schedule of Members.

Section 14.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Subject to Section 13.03(f), upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Entire Agreement. This Agreement and all related exhibits and schedules attached hereto constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 14.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Majority Unitholders. Any such written amendment or modification will be binding upon the Company and each Member; *provided, however,* that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to: (a) such Member relative to the rights of other Members in respect of Units of the same class or series; or (b) a class

or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Schedule of Members following any new issuance, redemption, repurchase, or Transfer of Units in accordance with this Agreement may be made by a Manager without the consent of or execution by the Members.

Section 14.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this Section 14.10 shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 14.11 Governing Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

Section 14.12 Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including any determination of the scope or applicability of this Section 14.12, shall be finally settled by arbitration and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall share the costs of the arbitration equally; *provided, however*, each party shall be responsible for its own attorneys' fees and other costs and expenses. The arbitration will be conducted in the English language, in the city of Denver, by a single arbitrator jointly selected by the parties. If the parties are unable to agree upon an arbitrator within thirty (30) days of delivery of the notice of arbitration, they agree to use the American Arbitration Association as an appointing authority. The arbitrator shall have the power to grant legal and equitable remedies, but they shall not grant punitive damages. To the extent federal and state law conflict as regards this Agreement, state law shall apply. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator shall issue an award in this dispute within one (1) year of their appointment. The award shall be final and binding upon all parties as from the date rendered and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. The parties hereto acknowledge that they are irrevocably waiving the right to a trial in court, including a trial by jury and that all rights and remedies will be determined by an arbitrator and not by a judge or jury.

Section 14.13 WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.15 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action, or proceeding, excluding arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 14.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

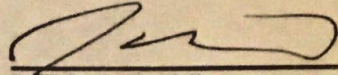
Section 14.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

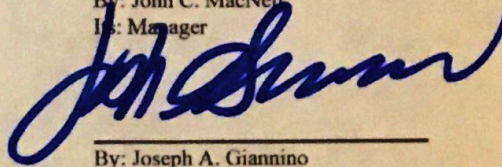
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY

GREENHOUSE NATURALS LLC

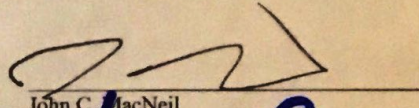


By: John C. MacNeil
Its: Manager

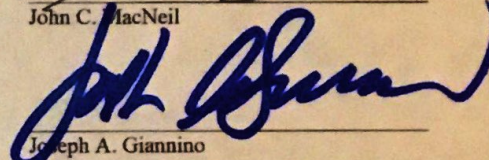


By: Joseph A. Giannino
Its: Manager

THE MEMBERS



John C. MacNeil



Joseph A. Giannino

SIGNATURE PAGE TO OPERATING AGREEMENT
EXHIBIT A

FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of _____, 20____, (as amended, modified, restated or supplemented from time to time, the "Operating Agreement"), among GREENHOUSE NATURALS, LLC, a Massachusetts limited liability company (the "Company"), and its Members party thereto.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of _____, 20____.

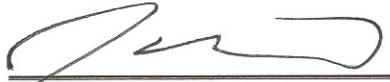
By:

Name:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

COMPANY

GREENHOUSE NATURALS LLC



By: John C. MacNeil
Its: Manager

By: Joseph A. Giannino
Its: Manager

THE MEMBERS



John C. MacNeil

Joseph A. Giannino

SIGNATURE PAGE TO OPERATING AGREEMENT
EXHIBIT A

FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of _____, 20____, (as amended, modified, restated or supplemented from time to time, the "Operating Agreement"), among GREENHOUSE NATURALS, LLC, a Massachusetts limited liability company (the "Company"), and its Members party thereto.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of _____, 20____.

By: *John C MacNeil*



Name:

Exhibit B

FORM OF SUBSCRIPTION LETTER

Date: _____

Greenhouse Naturals LLC
80A Lawrence Road Boxford, Massachusetts 01921

Re: Subscription for Common Units

To Whom It May Concern:

I hereby subscribe for _____ common units (the "Units") of Greenhouse Naturals LLC, a Massachusetts limited liability company (the "Company"), in exchange for consideration of \$_____ USD in the aggregate, which is agreed to be at least one hundred percent (100%) of the fair market value of the Units.

All of the Units so received will be taken by me for my own account as an investment and not with a view to the distribution thereof.

It is understood that the Company will issue the Units without their registration under the Securities Act of 1933, as amended (the "Act"); *therefore*, the Units may not be resold or transferred unless they are registered under the Act or unless an exemption from registration is available.

Warm Regards,

By: _____

Schedule A

SCHEDULE OF MEMBERS

Member Name and Address	Common Units	Capital Contributions	Issue Date
John C. MacNeil 8 Puritan Drive Bedford, NH 03110	50,000	\$50,000.00 USD	
Joseph A. Giannino 80A Lawrence Road Boxford, MA 01921	50,000	\$50,000.00 USD	
Total:	100,000	\$100,000.00 USD	

COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS

NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

Transaction Type: New

Policy No. NN1283822

Renewal of Policy # _____
Rewrite of Policy # _____
Cross Ref. Policy # _____
NIC Quote # _____

Inspection Ordered:
[] Yes [X] No

Named Insured and Mailing Address
(No., Street, Town or City, County, State, Zip Code)
Greenhouse Naturals LLC

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.

13 Enon Street
Beverly MA 01915

Agent and Mailing Address Agency No. 200200
(No., Street, Town or City, County, State, Zip Code)

NIF GROUP, INC.
25A Hastings Street

Mendon MA 01756

Policy NO FLAT CANCELLATION
Period: From 06/18/2021 to 12/18/2021 at 12:01 A.M. Standard Time at your mailing address shown above.
Business Description: Building under renovations Tax State MA
Form of Business: Limited Liability Company

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

Table with 2 columns: Coverage Part and Premium. Includes rows for Commercial General Liability Coverage Part, Tax & Fee Schedule, and TOTAL ADVANCE PREMIUM.

Form(s) and Endorsement(s) made a part of this policy at time of issue: Refer to Schedule of Forms and Endorsements.

Countersigned: Mendon, MA 06/23/2021 MLG ES

By [Signature] Countersignature or Authorized Representative, whichever is applicable

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Nautilus Insurance Company®

An Arizona Stock Corporation

COMMERCIAL LINES POLICY

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

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- One or more Coverage Parts. A Coverage Part consists of:
 - One or more Coverage Forms; and
 - Applicable Forms and Endorsements.

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



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Administrative Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 509-6627

Policy Issuing Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 951-0905

POLICY NUMBER: NN1283822

Named Insured: Greenhouse Naturals LLC

SCHEDULE OF FORMS AND ENDORSEMENTS

COMMON POLICY

E001	(02/14)	Nautilus Insurance Company Common Policy
		Declarations
E001J	(07/20)	Nautilus Insurance Company Commercial Lines
		Policy Jacket
IL0017	(11/98)	Common Policy Conditions
E915	(07/13)	U.S. Treasury Department's Office of Foreign
		Assets Control (OFAC) Advisory Notice to
		Policyholders
E906	(02/21)	Service of Suit
S013	(07/09)	Minimum Earned Premium Endorsement
E919	(01/20)	Privacy Notice

COMMERCIAL GENERAL LIABILITY

S150	(07/09)	Commercial General Liability Coverage Part
		Declarations
CG0001	(04/13)	Commercial General Liability Coverage Form
		(Occurrence Version)
CG2104	(11/85)	Exclusion - Products-Completed Operations
		Hazard
CG2107	(05/14)	Exclusion - Access or Disclosure of
		Confidential or Personal Information and
		Data-Related Liability - Limited Bodily
		Injury Exception Not Included
CG2147	(12/07)	Employment-Related Practices Exclusion
CG2173	(01/15)	Exclusion of Certified Acts of Terrorism
CG2196	(03/05)	Silica or Silica-Related Dust Exclusion
IL0021	(09/08)	Nuclear Energy Liability Exclusion
		Endorsement (Broad Form)
L201	(07/10)	Exclusion - Exterior Insulation and Finish
		Systems (EIFS)
L205	(11/10)	Exclusion - Injury To Employees,
		Contractors, Volunteers and Other Workers
L217	(06/17)	Exclusion - Punitive or Exemplary Damages
L223	(06/07)	Exclusion - Total Pollution
L238	(06/07)	Exclusion - Toxic Metals
L240	(06/07)	Limitation of Coverage to Designated
		Operations
L241	(07/09)	Exclusion - Microorganisms, Biological
		Organisms, Bioaerosols or Organic
		Contaminants
L251	(12/18)	Coverage Limitation and Exclusion -
		Residential Construction Operations
L288	(01/15)	Additional Conditions and Exclusions -
		Contractors Subcontracted Work
L408	(03/12)	Changes - Civil Union Or Domestic Partnership
L292	(06/07)	Exclusion - Your Work Completed Prior to
		Specified Date
L335	(10/15)	Exclusion - Construction Operations in

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

POLICY NUMBER: NN1283822

Named Insured: Greenhouse Naturals LLC

SCHEDULE OF FORMS AND ENDORSEMENTS

		Colorado or New York
L342	(09/16)	Exclusion - Continuous or Progressive Damage
L343	(06/20)	Exclusion - Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited)
L369	(06/20)	Exclusion - Communicable or Infectious Disease
L378	(02/21)	Exclusion - Swimming Pools
L601	(11/20)	Amendment of Conditions - Premium Audit
L850	(05/09)	Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)
S002	(07/09)	Amendment of Definitions - Insured Contract (Incidental Contracts)
S038	(04/16)	Amendment of Liquor Liability Exclusion
S092	(08/17)	Limitation of Coverage
S261	(07/09)	Exclusion - Asbestos

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

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.

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

PLEASE READ THIS NOTICE CAREFULLY.

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

SERVICE OF SUIT

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

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

POLICY NUMBER: NN1283822

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

If this policy is cancelled at your request, there will be a minimum earned premium retained by us of \$ _____ or 25 % of the premium for this insurance, whichever is greater.

Non-payment of premium is considered a request by the first Named Insured for cancellation of this policy.

If a policy fee, inspection fee or expense constant is applicable to this policy, they will be fully earned and no refund will be made.

All other terms and conditions of this policy remain unchanged.

PRIVACY NOTICE

W. R. Berkley Corporation Notice of Privacy Policies

For additional information about our Privacy Policies and how we collect, use, and share personal information, and to make a consumer request, please see our online Privacy Policy at: <https://www.berkley.com/privacy>.

If you would like to receive a paper copy of this Notice and/or our Privacy Policies, please contact us at either nic_regulatory@nautilus-ins.com or 480-509-6627.

Notice of Personal Information Collected (Pursuant to the California Consumer Privacy Act (CCPA))

This notice applies only to information received and collected by W. R. Berkley Corporation (“Berkley”), its affiliates and subsidiaries from residents of the state of California.

In this notice, when we refer to “we”, “us” or “our”, it means Nautilus Insurance Group or one or more other operating units of W. R. Berkley Corporation (“Berkley operating units”).

When we refer to “you” and “your” in this notice, we mean a resident of the state of California whose personal information we may collect. More information about W. R. Berkley Corporation and Berkley operating units can be found on <https://www.berkley.com/our-business/operating-units>.

Below is a table showing the categories of personal information that one or more of the Berkley operating units collect in the course of performing insurance services and how it is used, Not every Berkley operating unit collects every category of personal information or uses it in all the ways listed below.

[continued on next page]

Personal Information Category	How it is Used
<p>Identifiers (such as name, address, social security #, driver's license #, etc.)</p> <p>Other Sensitive Information under California Law (Examples: physical description, financial information, medical information, etc.)</p> <p>Characteristics of protected classifications under California or federal law (Examples: race, sex, color, religion, national origin, marital status, etc.)</p> <p>Biometric information (Examples: fingerprints, keystroke patterns, gait patterns, sleep/health data, etc.)</p> <p>Geolocation Data (Information to identify physical location)</p> <p>Audio, electronic, visual, thermal, olfactory, or similar information. (Examples: audio and video recordings)</p> <p>Professional or employment-related information. (Example: job history)</p> <p>Education information (information not publicly available as defined under federal law)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p>Commercial information (Examples: records of personal property, products, and services purchased or obtained, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; security; prevent fraud and improper use; internal research; collections; comply with laws and regulations.</p>
<p>Internet or other electronic network activity information (Examples: browsing/search history, visitor's interaction with a website, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p>Inferences drawn from any of the other categories of information. (use of any of the above categories to create a profile about a consumer)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>

This notice was updated on January 8, 2020

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: NN1283822

Extension of Declarations is attached.

Effective Date: 06/18/2021 12:01 A.M. Standard Time

LIMITS OF INSURANCE If box is checked, refer to form **S132** Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/Completed Operations)	\$	4,000,000	
Products/Completed Operations Aggregate Limit	\$	Excluded	
Personal and Advertising Injury Limit	\$	2,000,000	Any One Person Or Organization
Each Occurrence Limit	\$	2,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: (Enter Date or "NONE" if no Retroactive Date applies)

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: Building under renovations

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: Location address is same as mailing address.

1 13 Enon Street, Beverly, MA 01915

Additional locations (if any) will be shown on form **S170**, Commercial General Liability Coverage Part Declarations Extension.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/Ops	Prod/Comp Ops	
90691 -	Vacant Buildings - Undergoing Renovation or Remodeling	a+	3,000	89.531	Excluded	135 Excluded
91585 -	Contractors - subcontracted work in connection with construction, reconstruction, repair or erection of buildings NOC	c	500,000	1.267	Excluded	318 Excluded
-						
-						

*** PREMIUM BASIS SYMBOLS** **+ = Products/Completed Operations are subject to the General Aggregate Limit**

a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)	p = Payroll (per \$1,000 of Payroll)	t = See Classification
m = Admissions (per 1,000 Admissions)		u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART \$ 1,400 MP

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

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

SECTION III – LIMITS OF INSURANCE

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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

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

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

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement of any "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashing, coatings, caulking or sealants in connection with such a system; or
2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

However, this exclusion does not apply to cementitious stucco consisting of portland cement or fiber-reinforced portland cement, sand, lime, color and water.

B. The following definition is added to the Definitions section:

"Exterior insulation and finish system" means a synthetic non-load bearing exterior cladding or finish system including, but not limited to, polymer based (PB) or polymer modified (PM) systems, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
2. The adhesive or mechanical fasteners used to attach the insulation board to the substrate; and
3. A reinforced or unreinforced base coat; and
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - INJURY TO EMPLOYEES, CONTRACTORS,
VOLUNTEERS AND OTHER WORKERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion e. Employer's Liability of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

e. Injury to Employees, Contractors, Volunteers and Other Workers

"Bodily injury" to:

- (1) "Employees", "leased workers", "temporary workers", "volunteer workers", statutory "employees", casual workers, seasonal workers, contractors, subcontractors, or independent contractors of any insured; or
- (2) Any insured's contractors', subcontractors', or independent contractors' "employees", "leased workers", "temporary workers", "volunteer workers", statutory "employees", casual workers, seasonal workers, contractors, subcontractors, or independent contractors

arising out of and in the course of:

- (a) Employment by any insured; or
- (b) Directly or indirectly performing duties related to the conduct of any insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, seasonal worker, contractor, subcontractors, or independent contractor arising out of Paragraph (1) or (2) above.

This exclusion applies:

- (1) Regardless of where the:
 - (a) Services are performed; or
 - (b) "Bodily injury" occurs; and
- (2) Whether any insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. Exclusion a. Any Insured of 2. Exclusions of Section I - Coverage C - Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

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

The following exclusion is **added** to **2. Exclusions** of **Section I**:

This insurance does not apply to punitive or exemplary damages, including but not limited to those damages that may be imposed to punish a wrongdoer or to deter others from engaging in a similar behavior.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOTAL POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion f. Pollution of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or in 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 any authority, governmental or otherwise, 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"; or
 - (c) Requirements by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks, Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any similar State or Federal environmental act(s).

B. The definition of "Pollutants" in the Definitions section is replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOXIC METALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury and Coverage C - Medical Payments:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation, or absorption of any "toxic metals" in any form; or
2. Any loss, cost, or expense arising out of any:
 - a. Request, demand, order, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "toxic metals"; or
 - b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "toxic metals".

We will have no duty to investigate, defend or indemnify any insured in any action or proceeding alleging damages arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation, or absorption of any "toxic metals" in any form.

B. For the purpose of this endorsement, the following definitions are added to the Definitions section:

1. "Toxic metals" are individual metals and metal compounds that negatively affect people's health. "Toxic metals" include, but are not limited to, arsenic, beryllium, "heavy metals", or hexavalent chromium.
2. "Heavy metals" are a group of elements between copper and bismuth on the periodic table of the elements having specific gravities greater than 4.0. "Heavy metals" include, but are not limited to, cadmium, cobalt, copper, lead, manganese, mercury, molybdenum, strontium, vanadium, or zinc.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is **added** to **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** and **Coverage C - Medical Payments**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of, or in any way related to, operations performed by any insured or any person or organization for whom any insured may be legally or contractually responsible, unless such operations are "designated operations".

- B.** For the purpose of this endorsement, the following definition is **added** to the **Definitions** section:

"Designated operations" means only those operations performed by any insured that are described on the General Liability Coverage Part Declarations, the endorsements, or supplements of this insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - MICROORGANISMS, BIOLOGICAL ORGANISMS,
BIOAEROSOLS OR ORGANIC CONTAMINANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are **added** to **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:**

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, remediate or dispose of, or in any way respond to, or assess the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion; or
 - b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

We shall have no duty to investigate, defend, or indemnify any insured in any action or proceeding alleging damages arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation or absorption of any microorganisms, biological organisms, bioaerosols, or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE LIMITATION AND EXCLUSION – RESIDENTIAL CONSTRUCTION OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is **added** to **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** and **Coverage C - Medical Payments**:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of, resulting from, related to, or in any way connected with, either directly or indirectly, your ongoing operations, "your product", or "your work" performed by or on behalf of any insured, either prior to or during the policy period, that is incorporated into or performed at any of the following construction projects:
 - a. Any new townhouse or residential condominium project where the total number of individual residential units is greater than twenty-five (25), regardless of the number of buildings, developments, phases or associations;
 - b. Any new residential housing project (also known as a Planned Unit Development (PUD) or tract housing), where the total number of "residential housing units" is greater than twenty-five (25), regardless of the number of buildings, developments, phases or associations; or
 - c. Any conversion of apartments to condominiums or townhouses, regardless of the number of buildings, developments, phases or associations.
2. Costs and expenses to investigate or defend any claim, "suit" or payment of any fine or penalty related to any of the operations in **A.1.** above.

However, this exclusion does not apply to "your work" or "your product" performed by or on behalf of any insured that is incorporated into **A.1.a.**, **A.1.b.**, or **A.1.c.** after the issuance of the notice of completion or certificate of occupancy, whichever comes first, unless such work performed is to repair or replace "your work" or "your product" performed by or on behalf of any insured, that was incorporated into **A.1.a.**, **A.1.b.**, or **A.1.c.** prior to the issuance of the notice of completion or certificate of occupancy.

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

"Residential housing units" means detached single family or multiple family dwellings, duplexes, triplexes, dormitories or any other housing or dwelling built or used, in whole or in part, for the purpose of residential occupancy. For the purpose of this endorsement, each duplex will be considered two residential housing units, each triplex will be considered three residential housing units, and so forth. "Residential housing units" does not mean apartments.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL CONDITIONS AND EXCLUSIONS - CONTRACTORS SUBCONTRACTED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The Contractors - Subcontracted Work classification(s) shown in the Declarations applies to that portion of the operations performed for you by your "adequately insured" contractors or "adequately insured" subcontractors.

B. The following is **added** to **Section IV - Commercial General Liability Conditions**:

1. You will obtain and maintain Certificates of Insurance from all "adequately insured" contractors or "adequately insured" subcontractors you hire providing evidence of Commercial General Liability insurance, including products/completed operations insurance.

Your failure to obtain the certificates of insurance from "adequately insured" contractors or "adequately insured" subcontractors will not invalidate the insurance provided by this policy or relieve us of our obligation to you under the terms of this policy except as stated in **5. Premium Audit of Section IV - Commercial General Liability Conditions**.

2. If, at any time, it is verified that operations were performed during the policy term by contractors or subcontractors that were not "adequately insured", such contractors or subcontractors will be classified and rated under the specific classification assignable to contracting risks performing such operations in accordance with paragraph **C.** below.

C. The following is **added** to **5. Premium Audit of Section IV - Commercial General Liability Conditions**:

If we verify operations were performed by contractors or subcontractors you hired were not "adequately insured" as defined in paragraph **D.1.** of this endorsement whether by audit of your books and records or otherwise, we will use the "total cost" of work performed for you by such contractors or subcontractors as if it were payroll to calculate the appropriate premium for the specific classification based on our rates and rules in effect as of the inception date of the policy. It is your responsibility to pay any additional premium due.

D. The following definitions are **added** to the **Definitions** section:

1. "Adequately insured" means that the contractors and subcontractors that perform operations for you maintain Commercial General Liability insurance in force with the following minimum limits of insurance for their operations, including operations performed for them by others:

General Aggregate Limit (Other than Products/Completed Operations)	\$ _____
Products/Completed Operations Aggregate Limit	\$ _____
Each Occurrence Limit	\$ _____
Personal and Advertising Injury Limit	\$ _____

(If no entry appears above, the minimum limits of insurance will be equal to the limits of insurance shown in the Declarations).

2. "Total cost" means the total cost of all work let or sublet in connection with each specific project including:

- a. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work including the cost of finished equipment installed whether or not furnished by the contractor, subcontractor, or by you; and
- b. All fees, bonuses or commissions made, paid or due.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - CIVIL UNION OR DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

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

All references to spouse shall include an individual who is a party to a civil union or is in a domestic partnership recognized under state law, where applicable.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - YOUR WORK COMPLETED PRIOR TO SPECIFIED DATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date: 06/18/2021

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule.

B. We will have no duty to defend any insured against any loss, claim, "suit" or other proceeding seeking damages for "bodily injury" or "property damage" arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION OPERATIONS IN COLORADO OR NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is **added** to **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability** and **Coverage C - Medical Payments**:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of any ongoing "construction operations" or "your work" included in the "products-completed operations hazard" performed by or on behalf of any insured in the State of Colorado or the State of New York.
2. Costs and expenses to investigate or defend any claim or "suit" or payment of any fine or penalty for paragraph **A.1.** above.

- B. With regard to paragraph **A.** above, exclusion **b. Contractual Liability** of **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is **replaced** by the following:

This insurance does not apply to:

b. Contractual

- (1) "Bodily injury", "property damage", "personal and advertising injury", and medical payments for which any insured may be obligated to pay damages by reason of the assumption of liability in any contract or agreement, regardless of whether such contract or agreement is an "insured contract"; or
- (2) Any obligation to share damages with or repay someone else who must pay damages.

- C. The following definitions are **added** to the **Definitions** section:

1. "Construction" means the act of building by putting together materials and parts to create a structure including, but not limited to, building the foundations, framework, floors, walls, ceilings, trusses or roof, or debris removal.
2. "Construction operations" means, with respect to real property, surveying, site preparation, grading of land, excavation, debris removal, soil compaction, tree clearing, demolition, reconstruction, renovation, alteration, remodeling, repair, service, improvement and any other "pre-construction" and any other "construction" and any other "post-construction".
3. "Post-construction" means those activities that occur after the issuance of the notice of completion or certificate of occupancy, whichever comes first.
4. "Pre-construction" means those activities that must occur prior to the actual start of the "construction" process including, but not limited to, grading of land, inspection, land surveying, site preparation, soil compaction, tree clearing, or installation of driveways, parking areas, roads, sidewalks, and utilities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTINUOUS OR PROGRESSIVE DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. This insurance does not apply to "property damage":
 - a. That first occurs, or is alleged to first occur, prior to the effective date of this policy; or
 - b. That first occurs, or is alleged to first occur, prior to the effective date of this policy and continue during this policy period.
2. We will have no duty to defend any insured against any loss, claim, "suit" or other proceeding seeking damages for "property damage" to which this endorsement applies.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT, OTHER THAN UNMANNED AIRCRAFT, AUTO OR WATERCRAFT (Limited)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion g. Aircraft, Auto Or Watercraft** under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft:

- (a)** Owned or operated by or rented or loaned to any insured; or
- (b)** Owned or operated by or rented or loaned to any person employed, contracted or sub-contracted by you, or by others on your behalf.

Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is:

- (a)** Owned or operated by or rented or loaned to any insured; or
- (b)** Owned or operated by or rented or loaned to any person employed, contracted or sub-contracted by you, or by others on your behalf.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent; or
- (b)** "Bodily injury" or "property damage" arising out of:

- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment" as follows:
 - (aa) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (bb) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMMUNICABLE OR INFECTIOUS DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is **added** to Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability, and Coverage C - Medical Payments:**

1. This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of any actual or alleged transmission of or exposure to a "communicable or infectious disease".

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a "communicable or infectious disease";
 - b. Testing for a "communicable or infectious disease";
 - c. Failure to suppress or prevent the spread of the "communicable or infectious disease"; or
 - d. Failure to report the "communicable or infectious disease" to authorities.
2. This exclusion also applies to 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 any "communicable or infectious disease"; or
 - b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, 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 any "communicable or infectious disease".
 3. We will have no duty to defend or indemnify any insured in any action or proceeding alleging damages arising out of any "communicable or infectious disease".

B. For the purposes of this endorsement the following definition is **added** to the **Definitions** Section:

"Communicable or infectious disease" means any disease, illness or condition contracted through direct or indirect contact with or exposure to any form of pathogens such as, but not limited to, bacterium, fungus, marker, microbial agent, microorganism, organism, protozoa, virus or any other source that induces or is capable of inducing the disease, illness or condition.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SWIMMING POOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is **added** to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability, Coverage B – Personal And Advertising Injury Liability** and **Coverage C – Medical Payments**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of, or in any way related to, the ownership, maintenance, operation, supervision, or use of a "swimming pool" by any person.

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

"Swimming pool" means any artificial basin, chamber, tank, or similar structure modified, improved, constructed, or installed and used for swimming, wading, diving, exercise, recreation, or instruction. "Swimming pool" includes, but is not limited to, an above-ground pool, in-ground pool, wading pool, or inflatable pool. "Swimming pool" also includes, but is not limited to a spa, hot tub, Jacuzzi, public bath, sauna, whirlpool, or similar device which is designed for recreational use and may consist of elements including, but not limited to, hydro-jet circulation, hot water, cold water, mineral baths, air induction systems, or any combination thereof. "Swimming pool" does not include artificial lakes or ponds.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART

A. The Premium Audit Condition under **Section IV - Conditions** is **replaced** by the following:

Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium.

The rates for each classification shown in the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the advance premium.

We may conduct an audit of your books to determine the actual premium bases developed during the policy period. To calculate the actual premium developed during the policy period we will use one, or a combination, of the following premium bases: payroll, admissions, gross sales, total cost or each exposure unit.

2. If we determine, whether by audit of your books and records or otherwise, that you are conducting operations not scheduled on this policy, we may add the appropriate classifications and compute the rates and premiums in accordance with our rules and rates in effect on the inception date of this policy, unless coverage has been restricted to "designated operations".

3. Premium Bases.

The premium bases are defined in accordance with our rules and the following additional definitions:

a. **Payroll** (premium basis symbol **p**): Remuneration paid to "employees", "casual laborers", "temporary workers", day laborers, statutory workers, seasonal workers or "leased workers", including but not limited to:

(1) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to you.

(2) If your operations consist of a number of separate operations classified individually in the Declarations, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are **not** maintained by you will be assigned to the highest rated classification.

(3) For premium computation purposes, the payroll of executive officers, individual insureds and co-partners is subject to a minimum annual payroll per person of:

\$

(If no entry is made, the minimum payroll as established by our rating rules will apply.)

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

b. **Admissions** (premium basis symbol **m**): The total number of persons, other than your "employees", admitted to the insured event or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

- c. Gross Sales** (premium basis symbol **s**): The gross amount charged by you, your concessionaires or by others trading under your name for:
- (1) All goods or products, sold or distributed;
 - (2) Operations performed during the policy period; and
 - (3) Rentals; or
 - (4) Dues or fees.

The rates apply per \$1,000 of Gross Sales.

- d. "Total Cost"** (premium basis symbol **c**) means the total cost of all work let or sublet in connection with each specific project including:

- (1) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work including the cost of finished equipment installed whether or not furnished by the contractor, or subcontractor, or by you; and
- (2) All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of Total Cost.

- e. Each** (premium basis symbol **t**): This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the Declarations, such as "per person".

The rates apply per each unit of exposure.

4. The first Named Insured, or their authorized representative, must keep accurate records of the information we need for premium computation and send us copies at such times as we may request. Failing to supply such records upon request, or providing incorrect, incomplete or false records, or omitting, misrepresenting or misstating material facts will be deemed a breach of condition and will subject this policy, and may subject any in force policy of yours, to cancellation for breach of conditions.
5. We reserve the right to 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.
6. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. Advance premium includes any payments identified as premium paid prior to policy expiration. At the close of each audit period, we will compute the earned premium for that period. Audit premium is due and payable upon notice to the first Named Insured. Failure to pay the audit premium due will be deemed a breach of contract and subject this policy, and may subject any in force policy of yours, to cancellation for non-payment of premium.
 - a. If the actual earned premium generated as a result of an audit for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to adjustment.
 - b. If the actual earned premium generated as a result of an audit for the policy period is greater than the advance premium, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.

7. **Estimated Annual Audit Procedure.**

If, after three documented attempts, we are unable to examine your books and records to obtain the information necessary to complete the audit, we may implement our estimated audit procedure as outlined below:

- a. An Estimated Audit Endorsement will be issued reflecting a fifty percent (50%) increase in your reported premium basis. This increase is an estimate based on information we have on file, or your business operations.
- b. If you agree with the Estimated Audit Endorsement, you must remit payment for the full amount of the estimated audit; or
- c. If you dispute the Estimated Audit Endorsement, you must provide the requested audit information so we can calculate the proper earned premium developed for the policy period.

8. Cancellation Audit Procedure.

- a. If the policy is canceled prior to the expiration date the first Named Insured retains the unearned premium; we will retain the earned premium developed by:
 - (1) Multiplying the advance premium by the applicable pro-rata factor, short-rate factor, or minimum earned premium percentage; or
 - (2) An audit of your books and records for the period the policy was in force, whichever is greater.
- b. If the actual earned premium generated as a result of an audit is greater than the advance premium paid at issuance, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.

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

- 1. "Casual laborers" are persons who provide services that are performed in the course of the employing unit's trade or business regardless of the amount of remuneration received or the length of time the services are provided.
- 2. "Designated operations" means only those operations performed by any insured that are described on the Common Policy Declarations, the General Liability Coverage Part Declarations, or the endorsements or supplements of this insurance.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE
(Including Allocated Loss Adjustment Expense)**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Coverage	Amount And Basis Of Deductible		
	PER CLAIM	PER OCCURRENCE	PER ITEM
Bodily Injury Liability - OR -	\$	- OR - \$	Not Applicable
Property Damage Liability - OR -	\$	- OR - \$	- OR - \$
Bodily Injury Liability and Property Damage Liability Combined	\$ 500	- OR - \$	Not Applicable

- 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 as applicable to such coverages.
- B. You may select a deductible amount on either a per claim, a per "occurrence" or per item 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. The deductible amount stated in the Schedule applies as follows:
 - 1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule 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 and 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, loss of support 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 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 and Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combinedas the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. **PER ITEM BASIS.** If the deductible amount indicated in the Schedule is on a per item basis, that deductible amount applies under Property Damage Liability Coverage, to each item damaged because of "property damage" sustained by one person or organization as the result of any one "occurrence".
- C. The deductible amount stated in the Schedule applies to loss, legal expense, and our "Allocated Loss Adjustment Expense" incurred, whether or not payment is made to the claimant, compromise settlement is reached or the claim is denied.
- D. The terms of this insurance, including those with respect to:
1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim or "suit"
- apply irrespective of the application of the deductible amount.
- E. We may, at our sole election and option, either:
1. 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 will promptly reimburse us for such part of the deductible amount as has been paid by us; or
 2. Upon our receipt of notice of any claim or at any time thereafter, request you to pay and deposit with us all or any part of the deductible amount, to be held and applied according to the terms of this policy.
- F. The following is **added** to the **Definitions** section:
- "Allocated Loss Adjustment Expense" will include all costs and expenses incurred by us in investigating and adjusting any loss, with the exception of salary and overhead.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS - INSURED CONTRACT
(Incidental Contracts)

This endorsement modifies insurance provided under the following:

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

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

"Insured contract" means any written:

1. Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented or loaned to you or temporarily occupied by you with permission of the owner is not an "insured contract";
2. Sidetrack agreement;
3. Easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. Obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
5. Elevator maintenance agreement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **c. Liquor Liability** under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is **replaced** by the following:

This insurance does not apply to:

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, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (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 or his indemnitee 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.

This exclusion applies only if you:

- (1) Are an owner or lessor of premises used for activities described in (2), (3), (4) or (5) below whether such activities are performed with or without your knowledge;
- (2) Manufacture, sell or distribute alcoholic beverages;
- (3) Serve or furnish alcoholic beverages for a charge where the activity:
 - (a) Requires a license; and
 - (b) Is for the purpose of financial gain or livelihood;
- (4) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (5) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

13 Enon St Beverly MA

Project or Operation:

- A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:
- 1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:
 - b.** This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in the “coverage territory” only if:
 - (1)** The “bodily injury” or “property damage”:
 - (a)** Occurs on the premises shown in the Schedule; or
 - (b)** Arises out of the project or operation shown in the Schedule;
 - (2)** The “bodily injury” or “property damage” occurs during the policy period; and
 - (3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
 - 2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
 - b.** This insurance applies to “personal and advertising injury” caused by an offense committed in the “coverage territory” but only if:
 - (1)** The offense arises out of your business:
 - (a)** Performed on the premises shown in the Schedule; or
 - (b)** In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the “personal and advertising injury” is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for “bodily injury” caused by an accident that takes place in the “coverage territory” if the “bodily injury”:

(1) Occurs on the premises shown in the Schedule; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", medical payments or "reduction in value" related to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:
 - a. The existence, installation, storage, handling or transportation of "asbestos";
 - b. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
 - c. The disposal of "asbestos";
 - d. Any structures, manufacturing processes, or products containing "asbestos";
 - e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
 - f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.
2. Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
 - a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
 - b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or
 - c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

B. The following definitions are added to the Definitions section:

1. "Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.
2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of tangible property.

All other terms and conditions of this policy remain unchanged.



GREENHOUSE NATURALS LLC

BUSINESS PLAN

November 27, 2019

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

Greenhouse Naturals LLC (“Greenhouse Naturals”) is an applicant for a Marijuana Establishment License in the Commonwealth. Greenhouse Naturals is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older. Greenhouse Naturals’ mission is to provide a positive impact on the Beverly community through charitable donations to community programs, volunteering in the community, and offering educational and informational sessions to community members.

License Types

Greenhouse Naturals is applying for the following License from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Retailer at 11-23 Enon Street, Beverly, MA 01915

What Drives Us

Greenhouse Naturals’ goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Greenhouse Naturals’ operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

Greenhouse Naturals has put together a team to implement the operations of the Marijuana Establishment and intends to create approximately 15 full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Greenhouse Naturals team is or will be a controlling person with over more than three licenses in a particular class of license.

FOUNDERS

John C. MacNeil, COO

John MacNeil has worked in the film and television business for over thirty-five years. He brings vast experience in complex business operations to Greenhouse Naturals team. He has worked as a Cameraman, Producer and Director for motion pictures, television, commercial and political

advertising. He was the founder and CEO of Moody Street Pictures and is currently the Managing Director of Greenfield Production Services. He is a partner in Rule/Boston Camera Rental Co and is the Manager of The NE Motion Picture and Television Producers Association. He is a member of IATSE Local 600. John is a 1980 graduate of Kenyon College.

Joseph A. Giannino, President and CEO

Joseph Giannino is a hardworking and integral part of any team. He brings to Greenhouse Naturals three decades of service at the local and state legislative and executive levels of government. A former local elected official himself, Joe has spent nearly 20 years in a private lobbying practice. He represents a variety of clients offers effective guidance and proven results. A small firm with a big impact, Joe’s firm’s impressive client base ranges from education and business entities to non-profit and labor organizations. For the past three years, Joe has been working directly in the marijuana industry representing clients in both the adult use and medicinal markets. He has significant expertise in all aspects of the cannabis market and recognizes the importance of communication and positive relations with the community at large. Joe is a graduate of Suffolk University and is a member of the Boch Center Board of Overseers.

COMPANY DESCRIPTION

Structure

Greenhouse Naturals is a Massachusetts limited liability company that is applying for Licenses from the Commission to operate a Marijuana Establishment in the Commonwealth.

Greenhouse Naturals will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Greenhouse Naturals will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Greenhouse Naturals will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Greenhouse Naturals will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted

accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Greenhouse Naturals will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Greenhouse Naturals will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Greenhouse Naturals will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Greenhouse Naturals will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Greenhouse Naturals will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Greenhouse Naturals will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.00 or the cessation of operation of Greenhouse Naturals. If Greenhouse Naturals is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Greenhouse Naturals has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Greenhouse Naturals and Greenhouse Naturals agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Greenhouse Naturals will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Greenhouse Naturals' state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Greenhouse Naturals' registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Greenhouse Naturals will maintain a current list of individuals with access. Greenhouse Naturals will have security personnel on-site during business hours.

On-site consumption of marijuana by Greenhouse Naturals' employees and visitors will be prohibited.

Benefits to Host Communities

Greenhouse Naturals looks forward to working cooperatively with its host communities to ensure that Greenhouse Naturals operates as a responsible, contributing member of those host communities. Greenhouse Naturals has established a mutually beneficial relationship with its host communities in exchange for permitting Greenhouse Naturals to site and operate.

Greenhouse Naturals' host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Greenhouse Naturals will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Greenhouse Naturals security systems and processes.
5. **Responsibility**: Greenhouse Naturals is comprised of experienced professionals who will

be thoroughly background checked and scrutinized by the Commission.

6. Economic Development: Greenhouse Naturals' operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Greenhouse Naturals will only sell marijuana and marijuana products to other licensed Marijuana Establishments and customers ages 21 years and older that provide valid identification.

Competitive Advantage

Greenhouse Naturals competitive advantages over their competition include established banking relationships, a signed wholesale agreement with an active cultivator ensuring immediate and consistent access to a wide array of high quality, innovative and safe products. Our team will be trained by an experienced team of marijuana establishment professionals, our facility will have a state-of-the-art security system and our leadership personnel has been actively working in the marijuana industry in Massachusetts for several years.

Greenhouse Naturals possesses several strengths that separate Greenhouse from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

Greenhouse Naturals is a Massachusetts limited liability company. Greenhouse Naturals will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Greenhouse Naturals will apply for all state and local permits and approvals required to build out and operate the facility.

Greenhouse Naturals will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Greenhouse Naturals will offer a wide range of products that will allow Greenhouse Naturals to serve customers with a wide variety of needs. Products Greenhouse Naturals intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves

3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Greenhouse Naturals' pricing structure will vary based on market conditions. Greenhouse Naturals plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Greenhouse Naturals' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Greenhouse Naturals plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Greenhouse Naturals will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Greenhouse Naturals will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two

hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Greenhouse Naturals will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Greenhouse Naturals will market its products and services to reach a wide range of qualified consumers.

Greenhouse Naturals will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Greenhouse Naturals will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Sales

Greenhouse Naturals will sell its products and services by engaging customers with knowledgeable personnel.

Greenhouse Naturals will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Greenhouse Naturals will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Greenhouse Naturals has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:



FINAL REMARKS

Greenhouse Naturals has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Greenhouse Naturals hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Greenhouse Naturals' security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Greenhouse Naturals is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Greenhouse Naturals looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/11/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Brown & Brown of Massachusetts, LLC 980 Washington Street Suite 325 Dedham MA 02026		PHONE (A/C. No. Ext): (781)455-6664	COMPANY Kinsale Insurance Company 725 S Figueroa St Ste 1900 Los Angeles CA 90017	
FAX (A/C. No.):	E-MAIL ADDRESS: Andrew.Altman@bbrown.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00410378		LOAN NUMBER		POLICY NUMBER 01001373651
INSURED ARL Healthcare, Inc. 10 Oceana Way, 2nd Floor Norwood MA 02062		EFFECTIVE DATE 1/3/2022	EXPIRATION DATE 1/3/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 13 Enon St, Beverly, MA 01915

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
• Business Personal Property	100,000	25,000
• Improvements and betterments to insure	600,000	25,000


REMARKS (Including Special Conditions)

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS ARL Healthcare Inc	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE Andrew Altman/SAHALE 		

Employee Qualifications and Training

Greenhouse Naturals shall ensure that all marijuana establishment agents undergo and maintain comprehensive training prior to performing job functions, and at regular intervals. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum, shall include participation in a Commission-mandated Responsible Vendor Program pursuant to 935 CMR 500.105(2)(b). GREENHOUSE NATURALS will require that all marijuana agents and staff receive and participate in, a minimum of, eight hours of training annually.

Company Training Program

GREENHOUSE NATURALS's employee training policies shall include the following requirements:

1. All Greenhouse Natural's owners, managers and employees that are involved in the handling, wholesaling, or selling of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor training program.
2. All new GREENHOUSE NATURALS employees involved in the handling, wholesaling, or selling of marijuana for adult use shall successfully complete a responsible vendor training program within 90 days of hiring.
3. After initial successful completion of a responsible vendor training program, each GREENHOUSE NATURAL'S owner, manager, and employee involved in the handling and wholesale of marijuana for adult use shall successfully complete the program once each year thereafter to maintain designation as a responsible vendor.
4. GREENHOUSE NATURAL'S administrative employees who do not handle, wholesale, or sell marijuana may voluntarily participate in a responsible vendor training program.
5. GREENHOUSE NATURALS shall maintain records of responsible vendor training program compliance for four years and make such records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Responsible Vendor Training Program

GREENHOUSE NATURALS shall ensure that the core curriculum of the responsible vendor training program with which it contracts includes the following minimum requirements and meets any other requirements of a Commission approved curriculum. The responsible vendor training program is operated by a licensed, third-party vendor. See 935 CMR 500.002. "A Responsible Vendor Training Program is a program operated by an education provider accredited by the Commission to provide the annual minimum two hours of responsible vendor training to marijuana establishment agents:

1. Safety and security best practices, and rules and regulations pertaining to Cultivation and Product Manufacturing, including sanitary procedures.
2. Discussion concerning marijuana's effect on the human body, with specific focus on:

- a. Marijuana's physical effects based on the type of marijuana products
 - b. Duration of physical effects.
 - c. The visible signs of impairment; and
 - d. Recognizing the signs of impairment.
3. Diversion prevention and prevention of sales to minors.
4. Compliance with all inventories tracking requirements
5. Acceptable forms of identification, with specific focus on:
 - a. Verifying identification.
 - b. Spotting false identification.
 - c. Medical registration cards issued by the Department of Public Health.
 - d. Confiscating fraudulent identifications.
 - e. Common mistakes made in verification.
6. Other state laws and regulations affecting owners, managers, and employees, which shall include:
 - a. Local and state licensing and enforcement
 - b. Incident and notification requirements
 - c. Administrative and criminal liability
 - d. License sanctions and court sanctions
 - e. Waste disposal
 - f. Health and safety standards
 - g. Patrons prohibited from bringing marijuana onto licensed premises
 - h. Permitted hours of sale
 - i. Conduct of establishment
 - j. Permitting inspections by state and local licensing and enforcement authorities
 - k. Licensee responsibilities for activities occurring within licensed premises
 - l. Maintenance of records
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
7. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

Personnel Plans

At launch or shortly thereafter, the GREENHOUSE NATURALS plans to hire personnel to fill the following positions at its Beverly retail location.

1. Retail Managers
2. Retail Assistant Manager
3. Inventory Manager
4. Inventory Agents
5. Patient Administrators
6. Patient Assistants
7. Security Agents
8. Facility Maintenance

Maintaining of Financial Records

Greenhouse Naturals has operating policies and procedures and robust recordkeeping procedures to ensure that its financial records are accurate and maintained in compliance with the Commission's regulations at 935 CMR 500 et. seq. s financial records maintenance plan includes policies and procedures requiring that:

A. Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

B. All recordkeeping requirements under 935 CMR 500.105(9) are followed, including the keeping written business records available for inspection, and in accordance with Generally Accepted Accounting Principles ("GAAP"), which will include manual or, if possible, electronic records of: 1) statements assets and liabilities; 2) monetary transactions; 3) books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4) the quantity, form, and cost of marijuana products sold to other licensed marijuana establishments; and 5) salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.

C. Additional written business records will be kept, including, but not limited to, records of: 1) compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16); 2) fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and 3) fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Maintaining Records Plan-Retail

Greenhouse Naturals has developed a documentation and maintenance of records plan that strictly adheres to applicable state law and Commission regulations pertaining to the operation of adult-use Marijuana facilities, as well as complies with state and federal privacy laws. The documentation and maintenance of records plan will be overseen by the organization's Chief Operating Officer (“COO”), with daily oversight by the Director of Compliance. The documentation and maintenance of records program at GREENHOUSE NATURALS is focused on multi-platform record keeping that is secure, accessible to regulators, and comprehensive in scope. The program in all respects complies with 935 CMR 500.000.ss

Records related to the Sale of Marijuana, Marijuana products and infused products are essential to the standardization of GREENHOUSE NATURALS's processes. GREENHOUSE NATURALS will maintain written operating policies of the facility as required by 935 CMR 500.501(1).

Documentation and Maintenance of Records Plan

Record keeping is essential to maintaining proper regulatory controls for inventory oversight, as well as ensuring full compliance for functions like finance, security, and audits. GREENHOUSE NATURALS's management plans, business records, transaction records, equipment maintenance logs, operating procedures, security records, inventory reports, and audit records will be recorded, secured, and available for review and inspection by state regulators and law enforcement officials at any time. The guiding principles of the record keeping program are to discourage any potential unlawful activity as well as ensuring the organization's operating efficiency and compliance.

GREENHOUSE NATURALS will maintain clear records of maintenance of equipment that comes in contact with marijuana in the facility. As part of the regular maintenance of operation of this equipment, GREENHOUSE NATURALS will routinely calibrate, check and inspect all automatic, mechanical or electronic equipment in its facility used in the dispensing of marijuana. Scales, balances, and other measurement devices used in the Middleborough facility's operations will be included maintenance program. Detailed records of maintenance of equipment, cleaning of equipment, and calibration will be recorded each day by GREENHOUSE NATURALS staff and included in Leaflogix. These records will be maintained as part of the organization's recordkeeping protocol and stored for a period of five years in hard copy and electronic format. The hard copy records will be maintained on-site and held in fire-resistant containers.

In accordance with 935 CRM 500.105(8), inventory and transaction records are another significant component of GREENHOUSE NATURALS's maintenance of records plan. Once again, GREENHOUSE NATURALS will utilize the industry-leading electronic inventory control system LeafLogix. GREENHOUSE NATURALS has a thorough protocol for entering all inventories into the LeafLogix system as marijuana, marijuana products and infused products are created or enter the facility, with immediate identification and tracking through unique 16-digit barcodes applied to every single product in inventory. A product record is maintained in the LeafLogix system which will include a description of the Marijuana product; product type (species); name; address; percentage of THC and CBD per independent lab testing results; amount of doses per package; the form and quantity of marijuana; expiration date; packaging date; proper storage information, if applicable; and price.

GREENHOUSE NATURALS's electronic inventory system will record the unbroken chain of custody of all marijuana, marijuana products and infused products throughout the facility pursuant to 935 CMR 500.105(8)(e). In addition, protections are built into the system to ensure that no amount of Marijuana will be available for transport, recall, or disposal without being appropriately tracked in the electronic records system.

By utilizing LeafLogix, GREENHOUSE NATURALS will track exact records of all marijuana, marijuana products and infused products in its facility in real time. Inventory reports can be run at any time by the organization's execution management team or other employees with inventory management responsibilities. The inventory reports will be reconciled with regular counts of all marijuana, marijuana products and infused products contained in the facility, regular monthly inventory reviews, and a comprehensive annual inventory of all items contained in the facility. All inventory reports will be documented and maintained for a period of five years. Inventory reports will be maintained electronically on GREENHOUSE NATURALS's internal file servers, with hard copies retained in fire-resistant storage containers on site. Inventory reports and records will be made available to the Commission at any time.

Along with cultivation, equipment maintenance, and inventory records, GREENHOUSE NATURALS will institute a record keeping program for other organizational records, including the following:

Security Records

GREENHOUSE NATURALS will document and retain records pertaining to security at the facility. Security record keeping will be overseen by the Director of Security, GM and the COO. Security records will include hard copies of visitor logs to the facility, reports on any reportable incidents (disruptions, diversion, theft, code of conduct violation, emergencies, etc.). All security records will be maintained in hard copy form and retained by the organization in fire-resistant containers for a period of five years. Reports will be scanned and preserved electronically on the organization's file server as well. All security records will be made available to the Commission and law enforcement agencies upon request.

All surveillance video recordings and images will be retained for a 90-day period and stored on file servers in a secure room within the facility. The video recordings will have the capability to immediately produce a clear, color, still photo in accordance with 935 CMR 500.110(5) and will include an embedded date and time stamp. At the conclusion of the 90-day period, all recordings will be archived in an electronic format and securely stored at an off-site records storage facility. The archived recording will be stored in waterproof and fireproof storage containers at the storage facility.

GREENHOUSE NATURALS will promptly respond to any request for video surveillance recordings from the Commission or law enforcement upon request. Requested content will be provided electronically (thumb drive, disk) and sent via email or standard mail per the preference of the requesting agency. GREENHOUSE NATURALS will also make the recordings available to the Commission on law enforcement on site. The Director of Security will confirm each request, document the request in GREENHOUSE NATURALS's records, and provide the requested content immediately.

Closure

In the event GREENHOUSE NATURALS's facility closes, all records will be kept for at least two (2) years at the expense of GREENHOUSE NATURALS in both electronic and hard copy and at a location acceptable to the commission. GREENHOUSE NATURALS will communicate with the Commission during the closure process and accommodate any additional request that the commission or other commonwealth agencies may have.

Personnel Records

GREENHOUSE NATURALS will maintain extensive records for all employees of its facilities in accordance with 935 CMR 500.030 and 935 CMR 500.030(2). The personnel records will include the following information:

1. Name, address, and contact information for each employee.
2. Photocopy of employee's identification badge.
3. Written notice from the Commission indicating passage of state and federal criminal background checks.
4. Documentation of verification of references.
5. Annual affidavit signed by the employee stating that they have not been found guilty of a felony in MA or any other state.

6. Documentation of all employee trainings (security, safety, job-specific responsibilities, responsible vendor program) including the signature of the employee receiving the training and the supervisor responsible for all training.
7. Updated resume for each employee.

8. Job description for each employee and their respective position.
9. Records of disciplinary actions.
10. Attendance records.
11. Documentation of periodic performance evaluations.

Personnel records will be maintained for a period of five years after the employee is no longer employed at GREENHOUSE NATURALS. Hard copies will be maintained on site in fire resistant storage containers. Review of personnel records by the Commission and law enforcement agencies will be permitted in accordance with applicable state and federal employment law.

Waste Disposal Records

when marijuana or marijuana products are disposed of GREENHOUSE NATURALS will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two agents present during the disposal or handling, with their signatures in compliance with 935 CMR 500.105(12). GREENHOUSE NATURALS will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Reportable Incidents

GREENHOUSE NATURALS will maintain records of any reportable incidents at the facility and make such records available to the Commission and law enforcement agencies in accordance with state laws and regulations. Reportable incidents include any instance of diversion, loss, or theft of medical marijuana, as well as any disciplinary action taken by the organization. The incident reports will include the following:

1. GREENHOUSE NATURALS's name and contact information.
2. Description of the incident including its cause, and identification of injuries if applicable.
3. Names of employees or other persons involved in the incident if applicable.

4. The date and time of the incident.
5. The action taken in direct response to the incident.
6. The identity of any law enforcement or emergency personnel contacted or allowed to enter the premises because of the incident.
7. The signature of the person reporting the incident.

All reportable incident records will be retained in hard copies on site for a period of five years and contained in fire-resistant containers. The reports will be scanned and preserved electronically on the organization's file server as well with regular back-up.

Transportation & Visitors

GREENHOUSE NATURALS will be involved in transportation of marijuana, Marijuana products and infused products as dictated by the normal course of business.

GREENHOUSE NATURALS will only transport marijuana or marijuana products and used licensed marijuana transporters in the Commonwealth. The organization will also record all visitors to the facility. Records for all transportation and visitors will be documented by the organization and retained for inspection and review by state regulators. The records will be preserved in hard copy on site for a period of five years, stored in a fire-resistant container. The reports will also be scanned and saved electronically on the organization's files server with regular back-up. The offsite transportation and visitor records will include: 1) dates and times that all employees are either in the registered premises or offsite transporting Marijuana products; 2) Transports manifests to and from the GREENHOUSE NATURALS facility; 3) access to the GREENHOUSE NATURALS premises by other authorized persons, including the name, signature, date, times, state purpose, and the name of the employee providing escort.

Testing and handling

GREENHOUSE NATURALS will maintain all testing results for a minimum of one (1) year.

Management Plans, Business Records, Operating Procedures

GREENHOUSE NATURALS has developed a litany of documents that are specific to the management and operation of the organization. These plans are confidential in nature, given the intellectual property contained within. As an effective organization, GREENHOUSE NATURALS is committed to storing, updating and maintaining these materials, which include: business plans, operating manuals, staffing plans, departmental operating procedures, employee handbooks/manuals, management plans, cultivation and processing procedures, and human resources plans. All of these materials will be maintained in hard copy at the GREENHOUSE NATURALS facilities and kept in a secure location on each premise. Electronic copies of all management plans and operating procedures will be maintained by the CEO with suitable backup maintained on the organization's secure file server. Access to these documents will be restricted to only those with appropriate clearance for review. GREENHOUSE NATURALS will provide copies of all management plans and operating procedures for review by the Commission upon request.

The maintenance of business and financial records of GREENHOUSE NATURALS are an essential component of regulatory compliance. State regulators will have regular and immediate access to all pertinent business and financial records upon request. These records include:

1. Computerized reports of assets and liabilities.
2. Monetary transactions.
3. Bank statements.
4. Journals.
5. Ledgers.
6. Checks.
7. Invoices.
8. Vouchers.

GREENHOUSE NATURALS works with a certified public accountant licensed in Massachusetts to verify the accuracy of all financial reports. GREENHOUSE NATURALS also employs an internal finance department with professionals who maintain the day-to-day books and records of the organization. All financial records will be maintained electronically on the in-house accounting system, which is integrated with the inventory control systems of the retail operations (LeafLogix). All financial records will be encrypted and secure, backed-up to the internal file servers with added backup to an additional storage system. Hard copies of all financial records will be maintained on-site for a period of five years and stored in fire-resistant storage containers on premise. All records will be available for inspection and review by state regulators and law enforcement upon request.

Personnel Policies

Personnel Policies Including Background Checks

Introduction

Greenhouse Naturals will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning any marijuana establishment agent (“Agent”), including registration status and background check records. At a minimum, GREENHOUSE NATURALS will maintain the following personnel records:

1. Job descriptions for each employee and internship as well as organizational charts consistent with the job descriptions.
2. Personnel records for each Agent in accordance to commission regulations.
3. A staffing plan that will demonstrate accessible business hours and safe conditions for all positions at GREENHOUSE NATURALS’s facilities in Beverly.
4. Personnel policies and procedures and all background check reports obtained in will be in accordance with 935 CMR 500.030.

Marijuana Establishment Agent Personnel Records

Personnel records for each Agent as defined in 935 CMR 500.002 will be maintained for at least twelve (12) months after termination or other separation of the Agent from GREENHOUSE NATURALS and will include at a minimum, the following:

5. All materials submitted to the Commission pursuant to 935 CMR 500.030(2).
6. Documentation of verification of references.
7. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision of the Agent.
8. 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.
9. Periodic performance evaluations and or any notice of disciplinary action against the Agent.
10. Notice of completed responsible vendor and eight-hour related duty training.
11. Results of initial background investigation, including CORI reports and documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, additional training required as a result of an incident. These personnel records will be kept in a secure location and accessible only by GREENHOUSE NATURALS’s Director of Security and executive management team.

Marijuana Establishment Agent Background Checks

In addition to completing the Agent registration process required by the Commission, all Agents hired to work for GREENHOUSE NATURALS will undergo a detailed background investigation prior to being granted access to any of GREENHOUSE NATURALS's facilities or beginning work duties. Background checks will be conducted on all Agents in their capacity as employees pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: CORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), GREENHOUSE NATURALS will consider:

1. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
2. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
3. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802, shall commence upon the date of disposition; provided, however, that if such disposition resulted in incarceration in any institution, the look-back period will commence upon the date of release from incarceration. GREENHOUSE NATURALS will make employment suitability determinations in accordance with the procedures set forth in 935 CMR 500.800.
4. In addition to the requirements established in 935 CMR 500.800, GREENHOUSE NATURALS will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background reviews are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination;
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, will consider the following factors:
 - i. Time since the offense or incident.
 - ii. Age of the subject at the time of the offense or incident.
 - iii. Nature and specific circumstances of the offense or incident.
 - iv. Sentence imposed and length, if any, of incarceration, if criminal.
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative.
 - vi. Relationship of offense or incident to nature of work to be performed.
 - vii. Number of offenses or incidents.
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered.

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including but not limited to, professional or educational certifications obtained; and
- x. Any other relevant information, including information submitted by the subject.

Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS. Upon an adverse determination for a particular applicant, GREENHOUSE NATURALS will provide the applicant a copy of his/her background screening report and a pre-adverse determination letter and provide the applicant with a copy of his/her right to dispute the contents of the report, whom to contact in order to do so, and the opportunity to provide a supplemental statement to GREENHOUSE NATURALS. After 10 business days, if the applicant does not dispute the contents of the report and no applicant-provided statement gives cause to alter the suitability determination, an adverse action letter will be issued providing the applicant with information on the final determination made by GREENHOUSE NATURALS along with any legal notices required. All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 *et seq.* and applicable guidance provided by the Commission.

All GREENHOUSE NATURALS background screenings will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the Commission's regulations and any applicable guidance provided by the Commission. Any references provided by the applicant will be verified at the time of hire. As deemed necessary, individuals applying to be hired for key positions with unique and sensitive access (e.g., members of the executive management team and security staff) will undergo additional screening, which may include GREENHOUSE NATURALS's conducting of interviews with prior employers and/or colleagues. As a condition of continued employment or business relationship with GREENHOUSE NATURALS, Agents, contractors, and subcontractors are required to renew their Registration Cards (as that term is defined in 935 CMR 500.002) annually and submit to other background screening as may be required by GREENHOUSE NATURALS or the Commission.

Staffing Plan and Business Hours

Hiring and Recruitment

GREENHOUSE NATURALS's Human Resources Manager will work with the executive management team on a regular basis to determine if vacancies are anticipated at GREENHOUSE NATURALS's facilities in Beverly and determine whether specific positions need to be created in response to company needs. GREENHOUSE NATURALS's hiring practices will include but

are not limited to the following and apply to all types of workforce determinations including hiring, firing, promotions, harassment or discrimination complaints, training, wages and benefits:

1. Equal Employment Opportunity Commission (EEOC) Compliance.
2. GREENHOUSE NATURALS's Diversity Plan.
3. GREENHOUSE NATURALS's Positive Impact Plan.
4. Background checks and references.
5. Mandatory reporting of criminal convictions (and termination if necessary).
6. The Federal Family and Medical Leave Act and analogous state law.
7. State and Federal Workplace Safety Laws;
8. State and Federal Minimum Wage Requirements.
9. Non-Disclosure and Non-Compete Agreements.

Standards of Employee Conduct

GREENHOUSE NATURALS's mission is to provide a professional workplace free from harassment and discrimination for all employees. GREENHOUSE NATURALS has a zero-tolerance policy against harassment or discrimination based on sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance.

Harassment or discrimination on the basis of any protected trait or characteristic contravenes GREENHOUSE NATURALS's employee policies. A broad range of behavior could constitute harassment and/or discrimination. In general, harassment is any verbal or physical conduct that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Adversely and unjustifiably affects an individual's employment opportunities.

GREENHOUSE NATURALS Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by GREENHOUSE NATURALS employees is strictly prohibited. Furthermore, harassing or discriminatory behavior of non-employees (including customers, vendors or other visitors to GREENHOUSE NATURALS's facilities) directed at GREENHOUSE NATURALS employees or GREENHOUSE NATURALS customers also will also be condemned and promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate removal of the employee, customer, or offending parties from GREENHOUSE NATURALS's premises. Any GREENHOUSE NATURALS employee engaging in acts of violence in the workplace will be terminated. Beverly Police and other law enforcement authorities, as applicable, will be contacted immediately in the case of a violent event. Weapons are not permitted at any of GREENHOUSE NATURALS's facilities by employees, customers, or any other persons. Agents (including employees) found carrying weapons at any GREENHOUSE NATURALS

facility will be immediately terminated. Vendors or other visitors to the facility found carrying weapons on the premises will be asked to leave and/or the local police department will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered marijuana agents at GREENHOUSE NATURALS varies based upon the facility at which the employee works (Beverly or New Bedford) and the employee's job functions. New hire training will define appropriate attire for each role and the Human Resources Manager will be responsible for ensuring employee compliance.

Overview of Personnel Policies and Procedures

Standard Employment Practices

GREENHOUSE NATURALS values and thrives off of the contributions of its management and staff positions.

GREENHOUSE NATURALS intends to be a market leader in workplace satisfaction by offering competitive wage and benefits packages and by nurturing a corporate culture that values meaningful work-life balance, complete transparency and accountability and service to the community. Please see GREENHOUSE NATURALS's Diversity Plan and Positive Impact Plan for greater detail on GREENHOUSE NATURALS's plans to serve the community of Beverly.

Employee Advancement Practices

GREENHOUSE NATURALS's facility in Beverly will be structured in a relatively flat manner, with promotional opportunities available within each department. Participation in training and bi-annual performance evaluations will be a prerequisite for any promotions or pay increases. GREENHOUSE NATURALS pledges to be an equal opportunity employer and advancer of its employees.

GREENHOUSE NATURALS's written employment policies will address the Family and Medical Leave Act ("FMLA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act ("ERISA"), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement

leave, jury duty, CORI checks, smoking, Health Insurance Portability and Accountability Act (“HIPAA”), patient confidentiality, and compliance hotline.

Compliance Investigations

GREENHOUSE NATURALS will develop policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to remain compliant with 935 CMR 500.000 et. seq.

Designated Outside Counsel

GREENHOUSE NATURALS may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at GREENHOUSE NATURALS are categorized by rank and by department. GREENHOUSE NATURALS’s executive management team will oversee the overall success of achieving the company’s mission. GREENHOUSE NATURALS’s CEO is responsible for implementation of the mission and the larger executive management team is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: 1) executive management; 2) managers/supervisors; and 3) non-manager employee staff.

Work Schedules

Work schedules will be part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the applicable department manager in consultation with the executive management team. It is the department management’s duty and responsibility to develop a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for normal operations of the facility. Department managers will also ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings

GREENHOUSE NATURALS will convene a mandatory, reoccurring, company-wide meeting on a quarterly basis. This meeting may be held at the Beverly facility, New Bedford facility, or any other convenient location. All full-time employees will be notified of their required attendance.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews

Performance reviews will be conducted by the GREENHOUSE NATURALS executive management team or department managers. Reviews will be conducted at three-month intervals for new employees during the first year of employment and at 6-month intervals thereafter. A written review will be provided to, and signed by, the employee under review. All review documentation will be saved in employee personnel files and treated as a personnel record in accordance with GREENHOUSE NATURALS's records maintenance policies. Performance reviews must take into account positive performance factors and areas requiring improvement.

Leave Policies

GREENHOUSE NATURALS's leave policies will comply with all applicable state and federal laws. All full-time employees will receive two 40-hour weeks of paid vacation per year. Additional leave must be requested in writing at least 2 weeks in advance and must be approved by the department management or executive management team in consultation with the Human Resources Manager. GREENHOUSE NATURALS will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager. GREENHOUSE NATURALS's executive management team will determine which holidays will be observed and which departments will not be required to work on those. The holidays currently recognized and observed by GREENHOUSE NATURALS are:

1. New Years
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving
8. Christmas

Disciplinary Policies

Purpose

GREENHOUSE NATURALS's disciplinary policies and procedures are designed to provide a structured and uniform corrective action process to improve and prevent a recurrence of undesirable employee behavior and/or job performance issues. The steps outlined below have been designed for consistency with GREENHOUSE NATURALS's organizational values, industry best practices, and applicable employment laws. GREENHOUSE NATURALS reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. Each offense will be reviewed and remediated on a case-by-case basis. The level of disciplinary intervention may also vary. The procedure outlined below is intended to

provide guidance to the Human Resources Manager and executive management team and not bind them in any given disciplinary scenario. Some of the factors that will be considered depend upon: 1) whether the offense is repeated despite coaching, counseling, and/or training; 2) the employee's work record; and 3) the overall impact of the conduct and performance issues on GREENHOUSE NATURALS as a company.

Procedure

Step 1: Informal Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor/manager to schedule a meeting with an employee to bring attention to an existing performance, conduct, or attendance issue. The supervisor/manager should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor/manager shall clearly outline expectations and steps the employee must take to improve performance or resolve the problem. Within five business days, the supervisor/manager will prepare written documentation of the preliminary meeting. The employee will be asked to sign the written documentation to demonstrate: 1) that the meeting took place; and 2) that the employee understands the issue and, if applicable, any corrective action that is needed.

Step 2: Written Warning

A written warning involves a more formal documentation of the performance, conduct, or attendance issue and potential consequences.

At Step 2, the employee's immediate supervisor and a department manager or an executive team member will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans implemented at Step 1. Management staff will then outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan ("PIP") formally implementing corrective action(s) will be issued within five business days of a Step 2 meeting. Management staff may also include in the PIP a written warning explaining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken.

Step 3: Suspension and Final Written Warning

There may be egregious performance, conduct, or safety incidents requiring the temporary removal of the employee from the workplace while the offending conduct is being investigated or remediated. When immediate action is necessary to ensure the safety of the employee or others, the employee's immediate supervisor may suspend the employee pending the results of an investigation. Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from the executive management team and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended

without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (“FLSA”) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing GREENHOUSE NATURALS’s FLSA exemption status. Pay may be restored, and back pay provided, to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

Step 4: Recommendation for Termination of Employment

The final and most serious step in GREENHOUSE NATURALS’s progressive discipline procedure is a recommendation to terminate employment. GREENHOUSE NATURALS will endeavor to utilize and implement the progressive nature of this discipline policy by first providing warnings, a final written warning, and/or suspension from the workplace before instituting termination proceedings. However, GREENHOUSE NATURALS reserves the right to combine and skip steps depending upon the circumstances and severity of each situation and the nature of the offense. For the avoidance of doubt, GREENHOUSE NATURALS reserves the right to terminate employees without prior notice or disciplinary action. All management recommendations to terminate an employee must be approved by the Human Resources Manager and the employee’s department manager or direct supervisor. Notwithstanding the foregoing, nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between GREENHOUSE NATURALS and its employees.

Appeal Process

GREENHOUSE NATURALS employees will have the opportunity to present information that may challenge information GREENHOUSE NATURALS management has relied upon in issuing disciplinary action. The purpose of this process is to permit the employee to counter allegations or provide additional detail into extenuating circumstances that may have contributed to the employee’s performance and/or conduct issues while allowing for an equitable solution. If an employee does not present information (either orally or in written form) during any of the above-described meetings, the employee will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to the Police Department or other law enforcement authorities. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and are grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all

PIPs. The employee will be required to sign copies of this documentation attesting to his/her receipt and understanding of the allegations and corrective action, if any, outlined in therein documents. All such documents will be placed in employee's personnel file and maintained in accordance with the recordkeeping requirements of the Commission.

Separation of Employment

Separation of employment from GREENHOUSE NATURALS can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from GREENHOUSE NATURALS, his or her manager must contact the Human Resources Manager to schedule an exit interview. Exit interviews generally take place on the employees last day of work.

Types of Separation

1. **Resignation:** Resignation is a voluntary act initiated by the employee to end employment with GREENHOUSE NATURALS. The employee must provide a minimum of two (2) weeks' notice prior to the employee's last day. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits.
2. **Retirement:** A GREENHOUSE NATURALS employee who wishes to retire is required to notify his or her department manager and the Human Resources Manager in writing at least one (1) month before planned his or her retirement date.
3. **Job Abandonment:** An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager responsible for the employee will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
4. **Termination:** Employees of GREENHOUSE NATURALS are employed on an at-will basis, and the company retains the right to terminate an employee at any time.
5. **Reduction in Workforce:** A GREENHOUSE NATURALS employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. GREENHOUSE NATURALS employees who are laid off may not appeal the layoff decision through the appeal process.
6. **Release:** Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release in accordance to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the Human Resources Manager as soon as notice is given to schedule an exit interview. This will be scheduled on the last day of the separating employee's employment.

Return of Property

The separating employee must return all GREENHOUSE NATURALS property at the time of separation, including but not limited to uniforms, cell phones, keys, facility access cards, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. At the time of hiring, all employees will be required to sign the Wage Deduction Authorization Agreement, which shall permit GREENHOUSE NATURALS to deduct the costs of any such items from the employee's final paycheck.

Termination of Benefits

An employee separating from GREENHOUSE NATURALS is eligible to receive benefits as long as he or she follows the appropriate procedures described stated above. Any accrued vacation and/or accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the last month of employment, unless the employee requests immediate termination of benefits. GREENHOUSE NATURALS will provide information about COBRA continued health coverage. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former GREENHOUSE NATURALS employees who left the company in good standing and were classified as eligible for rehire may be considered for reemployment in the future. An application must be submitted to the Human Resources Manager, and the applicant must meet all then-existing, minimum qualifications and requirements of the open position, including the satisfactory completion of any qualifying exam and current registration processes with the Commission, if applicable. Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees will be classified, for benefits purposes, as a new employee. For example, previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits. A GREENHOUSE NATURALS applicant or employee who is terminated for violating company policy or who resigned in lieu of termination as a result of a company policy violation will be ineligible for rehire.

Compensation

GREENHOUSE NATURALS believes that it is in the best interests of both the organization and its employees to fairly compensate its workforce for the value of the work provided. GREENHOUSE NATURALS therefore intends to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. GREENHOUSE NATURALS has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price employee positions to market by using local, national, and marijuana-industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana-industry job directly comparable to similar jobs at GREENHOUSE NATURALS, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system will be flexible enough to ensure that the GREENHOUSE NATURALS is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the company's overall compensation program.

Responsibilities

The executive management team will possess final approval authority over GREENHOUSE NATURALS's compensation system, and, on an annual basis will:

1. Review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. Review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable-based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

The General Manager is charged with ensuring that GREENHOUSE NATURALS is staffed with highly-qualified, fully-competent employees and that all company programs are administered within appropriate guidelines and within the approved salary budget. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions. Finally, the CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Quality Control and Testing

GREENHOUSE NATURALS Healthcare Inc. (“GREENHOUSE NATURALS”) is dedicated to producing the highest quality marijuana and marijuana products. That commitment requires GREENHOUSE NATURALS to maintain safe and sanitary working conditions, to hold its employees to the highest sanitation standards at GREENHOUSE NATURALS’s facilities in Beverly and to ensure that its products are properly tested for contaminants. Accordingly, GREENHOUSE NATURALS shall abide by the below requirements.

Testing of Marijuana

- GREENHOUSE NATURALS shall engage an Independent Testing Laboratory to test its marijuana and marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Massachusetts Department of Public Health (“DPH”) and to test its environmental media (*e.g.*, soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.
- GREENHOUSE NATURALS will never market or sell marijuana or marijuana product that is not capable of being tested by Independent Testing Laboratories (except as allowed under 935 CMR 500.000).
- GREENHOUSE NATURALS will utilize an Independent Testing Laboratory to conduct testing for contaminants as required by the Commission, including for mold, mildew, heavy metals, plant-growth regulators, and pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. Testing records shall be maintained for no less than one year.
- GREENHOUSE NATURALS shall provide written notification within seventy-two hours to the Commission of any testing results indicating that its marijuana or marijuana products’ contaminant levels are above the acceptable limits identified in 935 CMR 500.160(1), that contamination cannot be remediated, and must be disposed of shall also ensure that its Independent Testing Laboratory notify the Commission of the results. In its written notification to the Commission, shall offer a proposed plan to destroy the contaminated product and to identify and remediate the source of contamination.
- All transportation of marijuana and marijuana products to and from an Independent Testing Laboratory shall be secure and in compliance with 935 CMR 500.105(13).

- Following testing, all excess marijuana shall be disposed of in compliance with GREENHOUSE NATURALS's Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning the excess marijuana to GREENHOUSE NATURALS for disposal or by the Independent Testing Laboratory disposing of it directly.
- Consistent with 935 CMR 500.120(6), GREENHOUSE NATURALS shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

Handling of Marijuana & Sanitation

GREENHOUSE NATURALS shall handle and process marijuana and marijuana products in a safe and sanitary manner. GREENHOUSE NATURALS shall implement the following policies:

- GREENHOUSE NATURALS shall process the leaves and flowers of the female marijuana plant only. Such leaves and flowers shall be: (i) well cured and generally free of seeds, stems, dirt, sand, debris, mold, rot, other fungus, and bacterial diseases; (ii) prepared and handled on food-grade stainless steel tables; and (iii) packaged in a secure area.
- Any GREENHOUSE NATURALS agent whose job includes contact with marijuana or nonedible marijuana products shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; maintain adequate personal hygiene; and wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. GREENHOUSE NATURALS shall provide such agents with readily-accessible hand-washing and drying facilities in all areas where good sanitary practices require employees to wash and sanitize their hands.
- GREENHOUSE NATURALS shall implement the following policies and procedures to ensure that its facility is maintained in a sanitary conditions:
 - Provide adequate storage for equipment and materials necessary for the maintenance of sanitary operations;
 - Remove and dispose of litter and waste, in a manner consistent with 935 CMR 500.105(12), to prevent the development of odor and minimize the potential for the waste attracting and harboring pests;
 - Ensure that the facility is constructed in a manner that allows surfaces to be kept clean and in good repair;
 - Provide ample lighting in all areas where marijuana is processed and stored and where equipment or utensils are cleaned;

- Purchase equipment and utensils that are designed to allow adequate sanitization;
 - Maintain all contact surfaces in a clean and sanitary condition, cleaning them as frequently as necessary to protect against contamination. All cleaning of contact surfaces will be performed with a sanitizing agent registered by the US Environmental Protection Agency (“EPA”);
 - Clearly label any toxic item and store them in a manner that protects against contamination of marijuana products;
 - Maintain a safe, potable, and adequate water supply, with plumbing that is adequately designed and installed to carry sufficient quantities of water throughout the facility, and to convey sewage and liquid disposable waste from the facility.
 - Provide agents with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair; and
 - Store products that can facilitate the rapid growth of undesirable microorganisms in a manner that prevents such growth.
- GREENHOUSE NATURALS shall store and transport products under conditions that protect against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers. This includes ensuring that vehicles and transportation equipment provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation.
 - All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

Restricting Access to Age 21 and Older

Access to Greenhouse Naturals shall be strictly limited to individuals age 21 or older who possess a valid, non-expired, government-issued photo identification verifying their age. All GREENHOUSE NATURALS agents shall be age 21 or older, GREENHOUSE NATURALS and will require all visitors to present government-issued photo identification to verify their age. In the event that GREENHOUSE NATURALS discovers that any of its agents intentionally or negligently allowed a person under the age of 21 to enter its facility, the agent will be terminated, and the Commission will be notified.

While Greenhouse Naturals will not be marketing directly to consumers, GREENHOUSE NATURALS will take all possible measures to ensure that its products reach intended recipients, which will only be Consumers 21 years of age and older as outlined in 935 CMR 500.000 *et seq.*

GREENHOUSE NATURALS's advertising, marketing, and labeling practices will comply with 935 CMR 500.105, including the requirements designed to ensure that individuals under 21 years of age do not use marijuana or marijuana products. GREENHOUSE NATURALS's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

I. Introduction

Greenhouse Naturals will welcome its Massachusetts Dispensary Location in the town of Beverly. Beverly has been called the "**birthplace of the American Industrial Revolution**," as the site of the first cotton mill in America (1787), and largest cotton mill of its time. The town is the home of one of the country's first Sunday schools (which was built in 1810). Now it will be birthplace to Greenhouse Naturals. Below you will find an UPDATED plan with stated goals as requested.

II. Diversity Goals

Greenhouse Naturals will develop and maintain a diverse, aware, and inclusive working environment through its: 1) diversity hiring initiative; 2) diversity training and advancement policies; and 3) Diversity Committee. Drawing primarily from Beverly's diverse population, Greenhouse Natural's plans to employ a workforce at its Beverly location that is at least 50% comprised of diverse individuals and will devote significant institutional resources to ensuring that those diverse individuals have every chance at succeeding within the company. Greenhouse Naturals will also implement a zero-tolerance policy against discrimination in the workplace and encourage its employees to report and speak out against any forms of discrimination or intolerance within the company.

GREENHOUSE NATURALS long-term hiring goal is a minimum of 50% diverse (i.e., minorities, women, veterans, people with disabilities, and LGBTQ+ individuals) individual employment across the entire company by year 3 of operations. GREENHOUSE NATURALS's Human Resources Manager will oversee progress toward this long-term hiring goal by obtaining, at least annually, employee biographical data through self-identifying surveys. This will permit the Human Resources Manager to measure GREENHOUSE NATURALS's progress toward its diversity hiring goals. GREENHOUSE NATURALS also intends to meet the following intermediate goals in the first two years of operation in Beverly:

Commencement of Operations: minimum 20% diverse individual employment.

- Goal: 10% Women
- Goal: 5% Minority
- Goal: 5% LGBTQ+

End of Year 1: minimum 35% diverse individual employment.

- Goal: 5% Women
- Goal: 5% Minority
- Goal: 5% LGBTQ+

End of Year 2: minimum 50% diverse individual employment.

- Goal: 5 % Women
- Goal: 5% Minority
- Goal: 5% LGBTQ+

III. Diversity Programs

A. Diversity Hiring Initiative

As part of its diverse candidate outreach and hiring practices, Greenhouse Naturals will broadcast job openings to diverse individuals in Beverly and proactively seek out qualified, diverse candidates for employment. Greenhouse Naturals will achieve this goal primarily through participation at community

job fairs and leveraging the diverse networks of its community partners. Those community partners currently are.

B. Diversity Training and Advancement Policies

Greenhouse Naturals is also committed to being an equal opportunity employer in Beverly. To ensure and maintain a diverse staff, GREENHOUSE NATURALS will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth. Greenhouse Naturals will provide this equal opportunity by communicating opportunities for promotion within the company and Greenhouse Naturals defining job responsibilities. Greenhouse Naturals will also provide all employees with equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs (either internally, or in partnership with its Community Partners or other third-party job training vendors) to assist all employees in their career development.

In addition, peer mentoring will play an important role in advancing Greenhouse Natural's diversity efforts. Peer mentors will be trained at Greenhouse Naturals by the Human Resources Manager and Diversity Committee on issues of concern that are specific to individuals from diverse communities. Opportunities to match new diverse employees with seasoned diverse mentors will be an ongoing initiative at GREENHOUSE NATURALS to promote a positive and productive work environment.

Moreover, Greenhouse Naturals will instill its commitment to diversity in all new employees from the date of hire. GREENHOUSE NATURALS will offer a robust diversity and anti-bias training program for all new employees. This program will require that all employees undergo diversity awareness and anti-bias training in accordance with industry best practices. Greenhouse Natural's diversity and anti-bias training will underscore the company's zero-tolerance commitment against discrimination and intolerance in the workplace. The executive management team and managers will also be encouraged to enroll in executive diversity and anti-bias trainings as identified by the Human Resources Manager. Greenhouse Naturals will pay for or reimburse for the cost of these trainings.

C. Diversity Committee

Finally, Greenhouse Naturals will establish the Diversity Committee to support Human Resources Manager and the Greenhouse Natural's executive management team with the implementation, growth, and regular review of this Diversity Plan. The Human Resources Manager will chair the Diversity Committee. Other members of the committee will be appointed by the executive management team and shall include representatives from all levels (i.e., executives, managers, and staff) of Greenhouse Natural's corporate hierarchy. The Diversity Committee will be responsible for:

- A. Developing equal employment opportunity statements and policy goals for inclusion within the GREENHOUSE NATURAL'S employee handbook.
- B. Reviewing and resolving any complaints of discrimination or intolerance within the workplace and, if appropriate, recommending remedial or disciplinary actions to the executive management team;
- C. Assisting the executive management team in arriving at effective solutions to problems regarding issues of diversity and inclusion in the workplace;
- D. In accordance with the process set forth in section IV below, assisting the Human Resources Manager in measuring GREENHOUSE NATURAL'S progress towards achievement of its interim and long-term diversity hiring goals; and
- E. Developing diversity and anti-discrimination/bias training curricula and/or contracting with third parties to provide diversity awareness and anti-discrimination/bias training to all Greenhouse Natural's employees on a regular basis.

All employees will be encouraged to report any incidents of discrimination or intolerance to the Human Resources Manager or other member of the Diversity Committee. The Diversity Committee shall then investigate and report all bona fide complaints to the GREENHOUSE NATURAL'S executive management team and provide recommendations for resolving the complaint and/or remedial/ disciplinary actions. The executive management team is ultimately responsible for implementing any recommendations of the Diversity Committee and shall take any other action necessary or appropriate to affect the GREENHOUSE NATURAL'S zero-tolerance commitment against discrimination and intolerance in the workplace.

Diversity Measurement

Under the leadership of the Diversity Committee, GREENHOUSE NATURAL'S will regularly analyze the effectiveness of its diversity hiring initiative and diversity training and advancement policies. As part of that regular analysis, GREENHOUSE NATURAL'S Human Resources Manager will annually audit all job applications received by the company to ensure that the company is attracting interest from the diverse populations of Beverly. The Human Resources Manager will also audit all new hiring decisions to ensure that the GREENHOUSE NATURAL'S commitment to a diverse and inclusive work environment is reflected in its hiring decisions. The Human Resources Manager will report the results of these annual audits to the GREENHOUSE NATURAL'S executive management team in the form of an Annual Diversity Audit Report. The executive team will annually review the results of the report and determine whether the company's diversity policies have yielded a staff that reflects the diverse community of Beverly and demonstrates progress toward or satisfaction of GREENHOUSE NATURAL'S interim and long-term diversity hiring goals. The Diversity Committee shall be responsible for updating the company's diversity hiring policies and diversity training and advancement policies as necessary to ensure that the policies yield a diverse workforce that reflects the surrounding community in Beverly.

IV.

GREENHOUSE NATURALS pledges to participate in at least 3 community job fairs per year in Beverly

(either independently or in concert with its Community Partners) and will also encourage its diverse employees to publicize job openings to other qualified diverse candidates within their communities. GREENHOUSE NATURALS will log and track communications with any diverse candidates occurring at these job fairs and record any subsequent follow-up communications.

GREENHOUSE NATURALS long-term hiring goal is a minimum of 50% diverse (i.e., minorities, women, veterans, people with disabilities, and LGBTQ+ individuals) individual employment across the entire company by year 3 of operations . GREENHOUSE NATURALS’s Human Resources Manager will oversee progress toward this long-term hiring goal by obtaining, at least annually, employee biographical data through self-identifying surveys. This will permit the Human Resources Manager to measure GREENHOUSE NATURALS’s progress toward its diversity hiring goals. GREENHOUSE NATURALS also intends to meet the following intermediate goals in the first two years of operation in Beverly:

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- Goal: 5% LGBTQ+

End of Year 1: minimum 35% diverse individual employment.

- Goal: 5% Women
- Goal: 5% Minority
- Goal: 5% LGBTQ+

End of Year 2: minimum 50% diverse individual employment.

- Goal: 5 % Women
- Goal: 5% Minority
- Goal: 5% LGBTQ+

The Human Resources Manager will include in the Annual Audit Report a narrative describing GREENHOUSE NATURALS’s progress towards these interim and long-term hiring goals. These short-term metrics and oversight by the Human Resources Manager will ensure that GREENHOUSE NATURALS is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if interim targets are not met.

V. Diversity Plan Acknowledgments

GREENHOUSE NATURALS pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing, and sponsorship practices for all Marijuana Establishments. GREENHOUSE NATURALS likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by GREENHOUSE NATURALS will violate the Commission’s regulations with respect to limitations on ownership or control or any other applicable state laws.