



Massachusetts Cannabis Control Commission

Medical Marijuana Treatment Center

General Information:

License Number: RMD3737
Original Issued Date: 03/14/2023
Issued Date: 03/14/2023
Expiration Date: 03/14/2024

ABOUT THE MEDICAL MARIJUANA TREATMENT CENTER

Business Legal Name: JOLO CAN LLC dba Harbor House Collective

Phone Number: 617-336-7499	Email Address: info@harborhousecollective.com	
Business Address 1: 80 Eastern Avenue	Business Address 2:	
Business City: Chelsea	Business State: MA	Business Zip Code: 02150
Mailing Address 1: 80 Eastern Avenue	Mailing Address 2:	
Mailing City: Chelsea	Mailing State: MA	Mailing Zip Code: 02150

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50	Percentage Of Control: 25	
Role: Owner	Other Role:	
First Name: Miguel	Last Name: Londono	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 25	
Role: Owner	Other Role:	
First Name: Herbert	Last Name: Jordan	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Date generated: 04/05/2023

Percentage Of Ownership: **Percentage Of Control:**
 25
Role: Executive **Other Role:**
First Name: Gabriel **Last Name:** Londono **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:** 25
Role: Executive **Other Role:**
First Name: Richard **Last Name:** Su **Suffix:**
Gender: Male **User Defined Gender:**
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)
Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES DOCUMENTATION - INDIVIDUALS

No documents uploaded

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Eighty Eastern Avenue LLC **Entity DBA:**
Email: **Phone:**
 mlondono@designerschoiceinc.com 617-828-3368
Address 1: 80 Eastern Avenue **Address 2:**
City: Chelsea **State:** MA **Zip Code:** 02150 **Country:** USA
Types of Capital: Land **Other Type of Capital:** **Total Value of Capital Provided:** **Percentage of Initial Capital:**
 Capital: \$8420000 95
Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: JOLO CAN LLC **Entity DBA:** Harbor House Collective
Email: info@harborhousecollective.com **Phone:** 617-336-7499
Address 1: 80 Eastern Avenue **Address 2:**
City: Chelsea **State:** MA **Zip Code:** 02150 **Country:** USA
Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** \$400000 **Percentage of Initial Capital:** 5
Capital Attestation: Yes

CAPITAL RESOURCES DOCUMENTATION - ENTITY

Amounts and Sources of Capital Documentation:

Document Category	Document Name	Type	ID	Upload Date
Existence of Capital Verification	Eighty Eastern Avenue Appraisal.pdf	pdf	635c089da311610008aeeb49	10/28/2022
Existence of Capital Verification	Needham Balance.pdf	pdf	635c7746a311610008afbe47	10/28/2022

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Miguel **Last Name:** Londono **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Retailer
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 2

First Name: Miguel **Last Name:** Londono **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 3

First Name: Miguel **Last Name:** Londono **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 4

First Name: Herbert **Last Name:** Jordan **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Retailer
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 5

First Name: Herbert **Last Name:** Jordan **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 6

First Name: Herbert **Last Name:** Jordan **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 7

First Name: Gabriel **Last Name:** Londono **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Retailer
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 8

First Name: Gabriel **Last Name:** Londono **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 9

First Name: Gabriel **Last Name:** Londono **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 10

First Name: Richard **Last Name:** Su **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Retailer
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 11

First Name: Richard **Last Name:** Su **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

Individual 12

First Name: Richard **Last Name:** Su **Suffix:**
Marijuana Establishment Name: JOLO CAN LLC dba Harbor House Collective **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Chelsea **Marijuana Establishment State:** MA

PROPERTY DETAILS

Cultivation Address 1: 80 Eastern Avenue **Cultivation Address 2:**
Cultivation City: Chelsea **Cultivation Zip Code:** 02150
Approximate square footage of the Cultivation: 18000 **How many abutters does this Cultivation property have?:**
210
Have all property abutters have been notified of the intent to open a Marijuana Cultivation at this address?: Yes
Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft **Cultivation Environment:** Indoor

MARIJUANA PRODUCTION PROPERTY DETAILS

Production Address 1: 80 Eastern Avenue **Production Address 2:**
Production City: Chelsea **Production Zip Code:** 02150
Approximate square footage of the Production: 2000 **How many abutters this production property have?:** 210
Have all property abutters have been notified of the intent to open a Marijuana Production at this address?: Yes

MARIJUANA DISPENSING PROPERTY DETAILS

Retail Address 1: 80 Eastern Avenue **Retail Address 2:**
Retail City: Chelsea **Retail Zip code:** 02150
Approximate square footage of the Retail: 1500 **How many abutters this Retail property have?:** 210
Have all property abutters have been notified of the intent to open a Marijuana Retail at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification.pdf	pdf	635c131da311610008af116f	10/28/2022
Community Outreach Meeting	Community Outreach Meeting	pdf	635c1329a311610008af1183	10/28/2022

Documentation	Attestation.pdf				
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	635c1332bd58f90008723d96	10/28/2022	
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	635c133aa311610008af120a	10/28/2022	
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	635c1343bd58f90008723e3c	10/28/2022	
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant SOP.ME v3.pdf	pdf	639d01d552253500084b7b60	12/16/2022	

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Roca Letter of Support.pdf	pdf	6393bc1f5225350008438036	12/09/2022
Plan for Positive Impact	Positive Impact Plan v4.pdf	pdf	63dd16b4a6f09f0008694903	02/03/2023

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Miguel Last Name: Londono

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: Herbert Last Name: Jordan

Individual Background Information 3

Role: Executive / Officer Other Role:

First Name: Gabriel Last Name: Londono

Individual Background Information 4

Role: Executive / Officer Other Role:

First Name: Richard Last Name: Su

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	CoGS DOR.pdf	pdf	635c3c34bd58f9000872a60a	10/28/2022
Department of Unemployment Assistance - Certificate of Good Standing	CoGs DUA.pdf	pdf	635c3c35a311610008af773f	10/28/2022
Secretary of Commonwealth - Certificate of Good Standing	CoGS SoC.pdf	pdf	635c3c36bd58f9000872a624	10/28/2022

Articles of Organization	JOLO CAN LLC Certificate of Organization.pdf	pdf	635c3c7da311610008af7791	10/28/2022
Operating Agreement	JOLO CAN LLC Operating Agreement.pdf	pdf	635c3c80bd58f9000872a6a0	10/28/2022
Secretary of Commonwealth - Certificate of Good Standing	MAL Attestation.pdf	pdf	6393cb39a0fd020008d803ae	12/09/2022

No documents uploaded

Massachusetts Business Identification Number: 001325941

Doing-Business-As Name: Harbor House Collective

DBA Registration City: Chelsea

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	635c766ca311610008afb29	10/28/2022
Proposed Timeline	Proposed Timeline v2.pdf	pdf	6393d351a0fd020008d808cc	12/09/2022
Plan for Liability Insurance	22-23 General Liability Renewal #CA000041364-02.pdf	pdf	639d01fe52253500084b7c3f	12/16/2022
Plan for Liability Insurance	Plan to Obtain Liability Insurance v2.pdf	pdf	63dd16d4a6f09f00086949aa	02/03/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion SOP.CMO.pdf	pdf	635c6327a311610008afb56b	10/28/2022
Storage of marijuana	Storage of Marijuana SOP.CMO.pdf	pdf	635c637aa311610008afb598	10/28/2022
Transportation of marijuana	Transporation SOP.CMO.pdf	pdf	635c63ffbd58f9000872ea29	10/28/2022
Inventory procedures	Inventory SOP.CMO.pdf	pdf	635c646ea311610008afb5d4	10/28/2022
Dispensing procedures	Retail SOP.CMO.pdf	pdf	635c6572bd58f9000872ea64	10/28/2022
Personnel policies including background checks	Personnel Policies and Procedures SOP.CMO.pdf	pdf	635c664ebd58f9000872ea93	10/28/2022
Energy compliance plan	Energy Efficiency and Conservation SOP.CMO.pdf	pdf	635c6969a311610008afb713	10/28/2022
Reduced or Free Cost Program for Financial Hardship	Proposed Financial Hardship Program.pdf	pdf	635c6a72bd58f9000872ec2f	10/28/2022
Qualifications and training	Staffing Plan SOP.CMO.pdf	pdf	635c6c34bd58f9000872ecb1	10/28/2022
Method used to produce products	Workplace Safety PM SOP.CMO.pdf	pdf	6393d3ae5225350008438ed6	12/09/2022
Security plan	Security Policies and Procedures SOP.CMO.pdf	pdf	6393d4c8a0fd020008d80921	12/09/2022

Home Delivery Policies	Delivery SOP.pdf	pdf	6393d57da0fd020008d8094a	12/09/2022
Record Keeping procedures	Recordkeeping SOP.CMO.pdf	pdf	6393d5ff5225350008438f33	12/09/2022
Maintaining of financial records	Maintaining Financial Records SOP.CMO .pdf	pdf	6393d6845225350008438f73	12/09/2022
Description of the types and forms of products manufactured	Product Catalog.pdf	pdf	6393d8bda0fd020008d809d9	12/09/2022
Quality control and testing	Quality Control and Testing SOP.CMO.pdf	pdf	6393d9c5a0fd020008d80a25	12/09/2022
Samples of unique identifying marks used for branding	Branding and Identifying Marks v2.pdf	pdf	6393dca2a0fd020008d80ad2	12/09/2022
Policies and Procedures for cultivating.	Cultivation SOP.CMO v3.pdf	pdf	639d034c52253500084b7eb7	12/16/2022
Method used to produce products	Lab Safety SOP CMO.pdf	pdf	63a0e88b52253500084dbb7c	12/19/2022
Method used to produce products	Manufacturing Methods v3.pdf	pdf	63a0e89ca0fd020008e21c2a	12/19/2022
Diversity plan	Diversity Plan v3.pdf	pdf	63dd16f3a8e27500071905c2	02/03/2023

Do you intend to perform home deliveries?: Yes

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 501.101(1) have been omitted by the applicant from any Medical Marijuana Treatment Center 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 Persons or Entities Having Direct or Indirect Control over the Medical Marijuana Treatment Center and a list of all persons or entities contributing initial capital to operate the Medical Marijuana Treatment Center 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 Medical Marijuana Treatment Center application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification:

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

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

I certify that all information contained within this application is true and accurate. I understand and acknowledge that applicants and licensees are required to update information that has changed.: I Agree

CULTIVATION HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 4:00 PM
Tuesday From: 8:00 AM Tuesday To: 4:00 PM
Wednesday From: 8:00 AM Wednesday To: 4:00 PM
Thursday From: 8:00 AM Thursday To: 4:00 PM
Friday From: 8:00 AM Friday To: 4:00 PM
Saturday From: Closed Saturday To: Closed
Sunday From: Closed Sunday To: Closed

PRODUCTION HOURS OF OPERATION

Date generated: 04/05/2023

Monday From: 8:00 AM	Monday To: 4:00 PM
Tuesday From: 8:00 AM	Tuesday To: 4:00 PM
Wednesday From: 8:00 AM	Wednesday To: 4:00 PM
Thursday From: 8:00 AM	Thursday To: 4:00 PM
Friday From: 8:00 AM	Friday To: 4:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

DISPENSING HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 9:00 PM
Tuesday From: 10:00 AM	Tuesday To: 9:00 PM
Wednesday From: 10:00 AM	Wednesday To: 9:00 PM
Thursday From: 10:00 AM	Thursday To: 9:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

1. Name of applicant:

JOLO CAN LLC dba Harbor House Collective

2. Name of applicant's authorized representative:

Gabriel Londono

3. Signature of applicant's authorized representative:

4. Name of municipality:

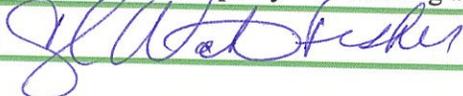
Chelsea, MA

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

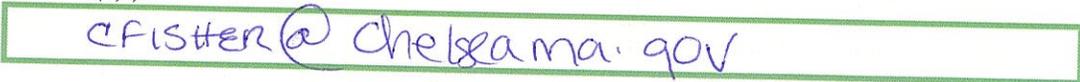
Cheryl Watson Fisher



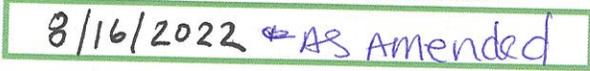
6. Signature of municipality's contracting authority or authorized representative:



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



8. Host community agreement execution date:





Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 10/18/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 9/29/22

b. Name of publication: Chelsea Record

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

a. Date notice filed: 10/7/22

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

a. Date notice(s) mailed: 10/7/22

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



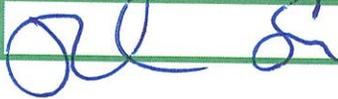
Name of applicant:

Jolo CAN LLC dba Harbor House Collective

Name of applicant's authorized representative:

Richard Su

Signature of applicant's authorized representative:



Council approves making One-Way Broadway permanent

By Adam Swift

The City Council approved making the One-Way Broadway shared bike and bus lane pilot program permanent at its Monday night meeting.

The pilot program was approved in 2020, and includes one lane of vehicular traffic with a shared bike/bus lane on Broadway between Fifth Street and Everett Avenue.

Council President Roy Avellaneda cast the lone vote against making the bus lane permanent, after an amendment he proposed to limit the hours of the bus lane to 5 a.m. to 10 a.m. from Monday through Saturday was narrowly defeated. Councilors Giovanni Recupero and Judith Garcia were not present at Monday night's meeting.

"I have several issues with the bus lane itself, but that being said, there are some ways to make some adjustments and some concessions on this topic," said Avellaneda speaking on his proposed amendment. "I think most other communities have implemented bus lanes to encourage bus lane use in the downtown area when it is in fact needed the most and when it would make the most impact for those using it and want to have a faster ride into town. For that reason, I am copying what other communities have done."

Councilor-At-Large Damali Vidot noted that there have been two subcommittee meetings on the bus lane program, and that she didn't understand why making it permanent was running into opposition.

"The data continues to show that this is safer," said Vidot. "The data that was provided to us tells us that we have 64 percent less accidents as a result of having this bus lane and travel lane."

Vidot said she under-

stood that there could be ways to tweak the bus lane and make it better, but overall, she said she supported it because it increased public safety and promoted more forms of transportation in the city.

District 1 Councilor Todd Taylor said he agreed that the data showed fewer crashes along the Broadway corridor, and also noted that a survey found a majority of both Spanish- and English-speaking residents of Chelsea in favor of keeping the bus lane program as is.

"I think it is clear that most of the people in this city want to keep the bus lane as it is," said Taylor. "It is a safer option, and I also agree with the City Manager that there is no real public policy reason to change the existing pilot program and not make it permanent. I think the statistics bear that out."

District 8 Councilor Calvin Brown agreed that the city should be promoting safer alternatives as well as providing better options for commuters with the bus lane.

Avellaneda's amendment failed by a 5-4 vote, with councilors Melinda Vega-Maldonado, Norieliz De Jesus, and Tanairi Garcia voting alongside the council president.

After the defeat of the amendment, Avellaneda said he would not vote for the motion as presented, and cited issues with City Manager Thomas Ambrosino's push for increased safety when he said the administration has failed in the past to take steps to make Broadway safer.

"For as long as I remember, all I asked for was for downtown to have lights at the intersections of 4th and Broadway and 3rd and Broadway, and that would have made Broadway safer," said Avellaneda. "But I would almost, daresay, that it was purposely not imple-

mented because of cost or because they so much needed to have a one-lane downtown Broadway."

Avellaneda also noted that the bus lane hurts businesses on Broadway, and that the data shows there continues to be increases in rideshares and registered cars in the city.

"The dependency on vehicles has not decreased," he said. "Parents say it is harder to drop off kids and go to work, and while we are making all the cars not go downtown, it's hurting the businesses. There seems to be a real disconnect between this administration and the businesses downtown."

Avellaneda added that the MBTA's service to the city has been subpar and that they have not picked up the slack to help those most in need in the community.

Vidot said she could not understand Avellaneda's aggressive stance against Ambrosino and his administration on the bus issue.

"We can disagree as councilors, I get that, but I want to bring to the table that the City Manager recently forwarded an email to the City Council sent to him by the president where he was berating him; it was a nasty email," said Vidot. "It was not a way we should be talking to each other if we want to come to a consensus and really represent the community."

Taylor conceded that while Avellaneda made some good points about safety, he added that the data shows the Broadway corridor is safer now, and that the council was not voting on past recommendations.

"I don't see a clamoring for this to change," said Taylor. "The survey speaks for itself. Of course, you are going to get complaints, but you are going to get complaints about everything."

ARNIE JARMAK: PHOTOGRAPHING CHELSEA EXHIBIT

The McMullen Museum welcomes Chelsea residents and their guests for an afternoon celebrating the artist and his photography for the Chelsea Record, featured in the current exhibition, Arnie Jarmak: Photographing Chelsea in Transition, 1977-89. Join us for opportunities to talk with Jarmak and the exhibition curator Diana Larsen, take a docent tour of the show, and enjoy light refreshments between noon and 5:00 pm. Prior registration for docent tours is required; please register for a tour.

The event is planned for Sunday October 2 from noon to 5 p.m.

The McMullen Museum of Art is located at 2101 Commonwealth Avenue, Boston, MA 02135. If you have any questions regarding this tour or with the form, please contact Rachel Chamberlain at rachel.chamberlain@bc.edu or 617.552.1427.

VELLECA TO HAVE ROLE IN DEAN COLLEGE THEATRE PRODUCTION

Shania Velleca of Chelsea has earned the role of Co-Set Designer in the Dean College production of "The Importance of Being Earnest," beginning Thursday, October 20 through Sunday, October 23, 2022.

The fashionable Jack and his friend Algernon pretend to be someone else in trying to avoid

NEWS IN BRIEF

burdensome social obligations. Meanwhile, Cecily and Gwendolen are both in love with the same mythical suitor. When all four arrive at Jack's country house on the same weekend, it soon is bedlam. Originally produced in 1895, this high farce with its clever dialogue, wry wit, and elaborate plot twists is Oscar Wilde's most enduring and popular work.

The Dean College production of "The Importance of Being Earnest" will take place in the Main Stage in the Dr. Paula M. Rooney Student Center at Dean College, 109 West Central Street, Franklin at 7:30 p.m. Thursday through Saturday, with 2:00 p.m. matinees on Saturday and Sunday.

Dean College welcomes children and families to all of our performances, provided patrons have complied with all safety guidelines. However, infants and children under 2 years of age are not allowed in the theatre, and children under the age of 16 must be accompanied by an adult. All patrons must have their own ticketed seats; lap sitting is not permitted.

To learn more about the show and to purchase tickets, visit www.dean.edu/boxoffice.

Founded in 1865, Dean College is a private, residential college located in Franklin Massachusetts, 45 minutes from Boston, Massachusetts, and Providence, Rhode Island. Dean College offers baccalaureate degrees, associate degree programs, as

well as a robust schedule of part-time continuing and professional education credit and certificate programs throughout the calendar year.

RT. 1A CORRIDOR STUDY PUBLIC MEETING ON OCTOBER 3 POSTPONED

The Massachusetts Department of Transportation (MassDOT) announced the postponement of the Route 1A Corridor Study public meeting on Monday, October 3, and the working group meeting that was scheduled on Wednesday, September 28. These meetings will be rescheduled for other dates this fall.

The Route 1A Corridor Study seeks to assess the potential uses of the MassDOT and MBTA rail parcels located between Route 1A and the Chelsea Creek and evaluate the Route 1A corridor between Bell Circle in Revere and Day Square in East Boston. The study will identify opportunities to improve connections for people walking, bicycling and taking transit, and address safety issues and potential impacts of climate change.

For more details about the Route 1A Corridor Study, please visit the project website. MassDOT will continue to provide updates on the study at future public engagement sessions. Anyone with questions may reach out to the project team at Rt1ACorridorStudy@dot.state.ma.us.

ON THE CAMPAIGN TRAIL

MAURA HEALEY ENDORSES JUDITH GARCÍA

Gubernatorial candidate Maura Healey recently announced her support for Chelsea City Councilor Judith Garcia's state representative campaign. The news comes after both candidates won their Democratic primaries on September 6.

Healey has more than 15 years of experience in public service, including two terms as the Massachusetts attorney general. She announced her campaign for governor in January 2022, promising to invest in housing, public transportation, the clean energy economy, and job training for Massachusetts.

"As Massachusetts faces challenges like curbing our carbon emissions, combatting homelessness, protecting reproductive rights, and expanding worker protections, I know Judith will deliver results for her community and the entire state," Healey said in her endorsement statement.

Since announcing her candidacy for state representative in February of 2022, García has vowed to advocate for working families and to tackle the issues that affect them most. Throughout her seven years on the Chelsea City Council, she has championed issues ranging from affordable housing to access to education and environmental justice. During the most intense COVID-19 lockdowns,

Garcia led recovery and response efforts in the city, spearheading the creation of \$1.5M emergency relief fund for small businesses, securing a \$25k relief fund for burial costs for Covid-19 victims, and raised \$10k for Chelsea's food pantry.

"Maura Healey is a fantastic leader and a great person," García said. "I

admire the innovation and boldness she has brought to her positions and campaign, and I am honored to accept her endorsement."

García faces two opponents in the Democratic Primary in the 11th Suffolk district's race for state representative, which will be on September 6th, 2022.

TODD TAYLOR ON THE CAMPAIGN TRAIL



District 1 City Councilor Todd Taylor is waging an energetic and highly visible campaign for state representative in the Nov. 8 election. In the photo above, Taylor is pictured with his many supporters during a sign-holding event in Bellingham Square.

Shown right, Todd Taylor (left), candidate for state representative, greets Rick Gordon, owner of Allen's Cut Rate, during Chelsea Day festivities on Broadway.





www.harborhousecollective.com
80 Eastern Avenue, Chelsea, MA 02150

October 6th, 2022

Re: JOLO CAN LLC dba Harbor House Collective Host Community Outreach Meeting Notification

Notice is hereby given that a Community Outreach Meeting for a proposed Medical Marijuana Treatment Center is scheduled for Tuesday, October 18th, 2022 at 5pm. This meeting will be held in the Council Conference Room inside Chelsea City Hall located at 500 Broadway, Chelsea, MA 02150. The proposed Medical Marijuana Treatment Center is anticipated to be located at 80 Eastern Avenue, adding to the existing recreational Marijuana Establishment located here. There will be an opportunity for the public to ask questions.

Por la presente se notifica que una Reunión de Difusión Comunitaria para un Centro de Tratamiento de Marihuana Medicinal propuesto está programada para el martes 18 de octubre de 2022 a las 5 p.m. Esta reunión se llevará a cabo en la Sala de Conferencias del Consejo dentro del Ayuntamiento de Chelsea ubicado en 500 Broadway, Chelsea, MA 02150. Se anticipa que el Centro de Tratamiento de Marihuana Medicinal propuesto se ubicará en 80 Eastern Avenue, y se sumará al Establecimiento de Marihuana recreativa existente ubicado aquí. Habrá una oportunidad para que el público haga preguntas.

7021 0950 0001 5829 3260

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Chelsea, MA 02150

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	
<input type="checkbox"/> Adult Signature Required	\$ 0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00	
Postage	\$ 0.60	
Total Postage and Fees	\$ 4.60	

Sent To: Attn: Jeannette Cintron White
City of Chelsea Clerk
500 Broadway
Chelsea, MA 02150

Street and Apt. No., or POE: _____
City, State, ZIP+4®: _____

PS Form 3800, April 2015 Use for Instructions

Postmark Here: 10/07/2022



www.harborhousecollective.com

80 Eastern Avenue, Chelsea, MA 02150

October 6th, 2022

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December 16, 2022

Re: Plan to Remain Compliant

JOLO CAN LLC dba Harbor House Collective (“Harbor House”) is committed to compliance at all levels and has taken steps to remain compliant both in the Commonwealth of Massachusetts and in the City of Chelsea. The company has retained the services of Foley Hoag, Vicente Sederberg, Georges Cote Law, and Cohen Cleary to advise and guide Harbor House in its goals to remain compliant.

Harbor House tracks the expiration and renewal dates of its current permits and licenses below and prepares in advance of each deadline to ensure prompt renewal:

- Host Community Agreement executed with the City of Chelsea as of June 27, 2018 for an initial 5 year term, amended on August 18, 2022
- City of Chelsea Business License, expiring 3/24/25
- MC281502/MR281308/MP281369 Cannabis Licenses, expiring 1/20/23
- Occupancy Permit, issued 3/22/21
- City of Chelsea Marijuana Establishment License expiring 9/30/23
- SDO Certification (MBE), renewing on 5/20/2024

Throughout the Medical Marijuana Treatment Center (MTC) licensing process, Harbor House has identified and/or met the below objectives as listed:

- Host Community Agreement amended to include medical marijuana operations on 8/18/22
- Confirmed with City of Chelsea Zoning Board of Appeals that there is no zoning modification needed to conduct medical operations 10/11/22*
- City of Chelsea Licensing approved medical modification to existing marijuana license on 12/8/22
- Proposed updated marijuana license would carry the same expiration date of the current marijuana license of 9/30/23.

To ensure ongoing compliance, Harbor House will:

- Store all licenses and permits in its own binder/folder for inspection and examination, as well as posted at all required entrances of the facility
- Maintain a compliance calendar each year with relevant renewal dates and deadlines for each permitting and licensure submission
- Regularly examine submission dates for ancillary requirements (ie. Certificates of Good Standing, tax filings, etc)
- Address any and all other requirements and deadlines as necessary or required



*The City of Chelsea adopted a zoning ordinance allowing marijuana establishments to open in certain zones by special permit (Chapter 34 of the Chelsea Code of Ordinances). Harbor House currently holds a special permit to operate a Marijuana Cultivator, Marijuana Product Manufacturer, and Marijuana Retailer in the Industrial Zone that 80 Eastern Avenue is located within. A major site plan review and a security and access plan were submitted and approved per Chelsea Code of Ordinances Chapter 34 Sec.34-215. As confirmed with the City Solicitor and Zoning Board of Appeals on 10/11/22, the City of Chelsea Code of Ordinances does not require any additional special permit nor amended special permit for Medical Marijuana Treatment Centers in the Industrial Zone located at 80 Eastern Avenue.

A handwritten signature in black ink, appearing to read 'Richard Su', is written above the printed name.

Richard Su
Chief Compliance Officer
Harbor House Collective

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	Date	SOP	
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Positive Impact Goals

JOLO CAN LLC dba Harbor House Collective (“HHC”) 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 convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, HHC has created the following Plan to Positively Impact Areas of Disproportionate Impact and has identified and created goals/programs to positively impact Chelsea and Revere. HHC will aim to positively impact the community by providing employment opportunities, training, and education through real-life experience to both residents of Chelsea and Revere, with the goal of providing opportunities for professional development within the cannabis industry. More specifically, our goals are as follows:

- Maintain a staff comprised 51% or more of employees who are Chelsea or Revere or designated tracts of Boston residents by year 5 of operations and thereafter; and
- Ensure that no fewer than two (2) employees who are Chelsea or Revere residents at any given time are under professional development and training.

Positive Impact Programs

HHC will direct its efforts towards Chelsea and Revere residents in three avenues: offering job opportunities through local organizations, targeted professional development, and service to the local community.

Local Organizations

HHC intends to identify and partner with community organizations, such as Roca Chelsea, to assist the company in identifying residents from Chelsea and Revere who are interested in exploring employment opportunities in the cannabis industry and may also have a marijuana-related CORI or have a relative or spouse with drug convictions. Roca Chelsea has directed HHC

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job opportunities to its Young Mothers program, where HHC hopes to make the most impact. HHC will also be making a financial commitment to Roca Chelsea. This arrangement has been accepted by Roca Chelsea, as evidenced by their letter of support. The full extent of HHC and Roca Chelsea’s relationship is as follows:

- All external job opportunities are offered to Roca Chelsea before other avenues
- \$10,000 donation pledged per year
- Participation at the annual Roca Job Fair
- HHC to discuss upcoming volunteer opportunities and is prepared to offer 40 hours of volunteer hours per year

Professional Development

HHC will be adopting a targeted approach to education, development, and training, where several employees (with specific priority given to Chelsea/Revere residents as well as Commission-designated Economic Empowerment and Social Equity Program participants) will undergo a professional development tract that is intended to provide equitable qualifications for further promotion and advancement.

This training program will be HHC’s most effective tool for removing barriers to entry to the cannabis industry for residents of Chelsea and Revere and Commission-designated program participants. No fewer than two (2) employees meeting these qualifications will be granted this opportunity annually. Through an exhaustive 90-day professional development plan, applicants are given a structured approach to learn in-depth about their functional department as well as the industry at large, receive hands-on training from industry veterans, with the goal of assuming ownership of the processes they are learning. Training will be provided at least every 30 days during the 90 day development period.

At the conclusion of the training, participants will be given guidance and mentoring to further their careers at HHC and/or the industry at large. Exemplary completion of the training will be given prioritized consideration for advancement opportunities and leadership roles. With education and experience, training program members will gain a greater understanding of the industry and HHC, and in turn further their success in their current roles and provide equitable growth.

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This training program will help build a pipeline of well-qualified individuals from Chelsea and Revere and Commission-designated programs and entrench HHC as a community partner in practical cannabis education. The training program will be reevaluated annually based on our capacity and needs, with the short-term goal of providing education and training to local employees and Commission-designated program participants, through several skills-based positions, and a long-term goal of providing opportunity for leadership positions and different functional roles within adult-use cannabis.

Community Service

HHC has partnered with a local organization, Clark Ave Creative, to commit volunteer hours for their Fall and Spring Planting events. Since HHC has an abundance of cultivation experience, volunteers will assist Clark Ave Creative with fixing up and planting flowers along Broadway Avenue, Chelsea, MA. As aforementioned, the planting events will be twice a year, spanning about 3 hours per person. HHC aims to be a positive member of the community and contribute to the beautification and upkeep of the City.

Positive Impact Measurement

During license renewal each year, HHC will assess the success and efficacy of its Positive Impact goals and initiatives.

First, in tandem with its community organization partners, HHC will track the employment applications derived from each organization, with the intention that applications steadily increase during HHC’s first 5 years of operation. HHC will also record and document its selection of job placement and avenues of recruitment. This process will include recording and following-up with residents of Chelsea and Revere who express interest in employment opportunities at HHC through various local, targeted recruitment avenues. HHC will document how many of these Chelsea and Revere residents ultimately apply for either full-time positions or part-time positions. This documentation will enable HHC to measure its reach and interest in the community.

The professional development programs will be evaluated annually, and HHC will document any employees from Chelsea or Revere or Commission-designated program participants who undergo development (no fewer than two annually) and successfully advance within HHC.

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HHC’s long-term goal is a minimum of 51% local (i.e., residents of Chelsea and Revere) employment across the entire company by year 5 of operations. The Human Resources Administrator will oversee progress toward this long-term hiring goal by obtaining, at least annually, employee data through self-identifying surveys. This will permit the Human Resources Administrator to measure HHC’s progress toward its hiring goals and assess its overall Plan to Positively Impact Areas of Disproportionate Impact. The Human Resources Administrator will annually report progress to the executive team and ensure that HHC meets its long-term hiring goal. The progress or success of this goal will be documented upon renewal of licenses each year. Furthermore, the Human Resources Administrator is responsible for ensuring that HHC meets the following intermediate goals in years 1-4 of operation:

Commencement of Adult-Use Operations (May 2021): Minimum 25% of employees comprised of Chelsea or Revere residents.

End of Year 1 (First Renewal, January 2022): Minimum 30% of employees comprised of Chelsea or Revere residents.

End of Year 2 (Second Renewal, January 2023): Minimum 35% of employees comprised of Chelsea or Revere residents.

End of Year 3, First Medical Renewal (Third Renewal, January 2024): Minimum 40% of employees comprised of Chelsea or Revere residents.

End of Year 4 (Fourth Renewal, January 2025): Minimum 45% of employees comprised of Chelsea or Revere residents.

End of Year 5 (Fifth Renewal, January 2026): Minimum of 51% of employees comprised of Chelsea or Revere residents.

These short-term metrics and oversight by the Human Resources Administrator will ensure that HHC is regularly evaluating progress toward its hiring goals and employing corrective actions if intermediary targets are not met.

Positive Impact Plan Acknowledgments

This plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

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HHC pledges to adhere to the requirements set forth in 935 CMR 501.105(4)(a) which provides the permitted advertising, branding, marketing, and sponsorship practices for all Marijuana Establishments. HHC likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 501.105(4)(b). Finally, none of the actions taken or programs instituted by JOLO CAN will violate the Commission’s regulations with respect to limitations on ownership or control or any other applicable state laws.

Conclusion

HHC will continue to target and prioritize diverse and areas of disproportionate impact as we expand our employment opportunities. As of January 2023, Harbor House Collective currently employs 49% residents of Chelsea or Revere.

Job offerings were listed via Roca Chelsea, Indeed, Vangst, diversityworking.com, MassHire, Veterans Association, Dept. Of Transitional Assistance, The Neighborhood Developers, Dept. Of Housing and Community Development, Elevate NE, posted in the Chelsea Library, and HHC met with the City of Chelsea manager and councilors to partner with Good Jobs Coalition. HHC will continue to use these establishments for future positions.

Currently, HHC has upwards to 10 residents of Chelsea or Revere who have undergone development and training and have ascended to supervisory or lead positions. Additionally, there are 2 Social Equity and/or Economic Empowerment employees in current development.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JOLO CAN LLC
80 EASTERN AVE
CHELSEA MA 02150-3323

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, JOLO CAN 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, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Bill Inquiry: Single Bill View [**CITY OF CHELSEA**]

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[Output](#)
[Excel](#)
[Word](#)
[Email](#)
[Schedule](#)
[Attach](#)
[Map](#)
[Original Bill](#)
[R](#)
[P](#)
[D](#)

Bill Information

Year: 2023
 Category: RE-R
 Number: 2870

Notes/Alerts

JAN 1 Owner: EIGHTY EASTERN AVENU

- Special Conditions/Notes
- View prior unpaid bills
- View ancestor prior unpaid bills

Effective Date

Due 08/04/2022

Billed Item Information

Owner of record's customer number: 8898
 Owner of record's name: EIGHTY EASTERN AVENUE LLC

Customer Information

Customer ID: 8898
 EIGHTY EASTERN AVENUE LLC
 80 EASTERN AV
 CHELSEA MA 02150

Property Information

Parcel ID: 23-0003
 Alt Parc: 80 EASTERN AV
 Prop Loc: []

INSTALLMENTS CHARGES HISTORY REFERENCES EVENTS AUDITS

Installment	Interest Date	Billed	Abv/Adj	Pmy/Crd	Unpaid	Interest Paid	Interest Due	Total Due
1	08/02/2022	28,629.08	0.00	28,629.08	0.00	0.00	0.00	0.00
2	11/02/2022	28,629.07	0.00		28,629.07	0.00	0.00	0.00
Totals:		57,258.15	0.00	28,629.08	28,629.07	0.00	0.00	0.00

2031 of 3001
 Installation number: []



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



403560857

Rosalin Acosta
SECRETARY

Connie C. Carter
DIRECTOR

Jolo Can LLC
80 Eastern Ave
Chelsea, MA 02150-3323

EAN: 22165012
September 21, 2022

Certificate Id:62840

The Department of Unemployment Assistance certifies that as of 9/21/2022 ,Jolo Can LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance



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

William Francis Galvin
Secretary of the
Commonwealth

September 21, 2022

TO WHOM IT MAY CONCERN:

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

JOLO CAN LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 3, 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:
HERBERT JORDAN, MIGUEL F. LONDONO

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **HERBERT JORDAN, MIGUEL F. LONDONO, MIGUEL A LONDONO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HERBERT JORDAN, MIGUEL F. LONDONO**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization**
(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

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

JOLO CAN LLC

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

80 Eastern Ave., Chelsea, MA 02150

- (3) The general character of the business:

Development and retail sales of products, and any and all other lawful activities.

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

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

NAME

ADDRESS

Miguel F. Londono

80 Eastern Ave., Chelsea, MA 02150

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

NAME

ADDRESS

Miguel F. Londono

80 Eastern Ave., Chelsea, MA 02150

Herbert Jordan

80 Eastern Ave., Chelsea, MA 02150

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

NAME

ADDRESS

None

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

NAME

ADDRESS

Miguel F. Londono

80 Eastern Ave., Chelsea, MA 02150

Herbert Jordan

80 Eastern Ave., Chelsea, MA 02150

- (9) Additional matters:

Signed by (by at least one authorized signatory): Miguel F. Londono

Consent of resident agent:

I Miguel F. Londono

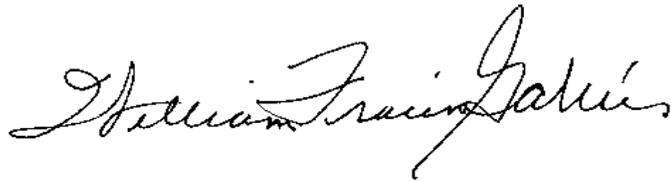
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

THE COMMONWEALTH OF MASSACHUSETTS

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

May 03, 2018 12:21 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

LIMITED LIABILITY COMPANY AGREEMENT

OF

JOLO CAN LLC

A Massachusetts Limited Liability Company

Dated as of July 31, 2018

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**LIMITED LIABILITY COMPANY AGREEMENT OF
JOLO CAN LLC**

This Limited Liability Company Agreement of JOLO CAN LLC (the “Company”) is entered into as of July 31, 2018 (the “Effective Date”), by and among the persons identified from time to time as “Members” on Schedule A attached hereto.

WHEREAS, the Company was formed by Miguel F. Londono and Herbert Jordan (the “Original Members”) on May 3, 2018, with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Massachusetts Act”), by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of The Commonwealth of Massachusetts (as it may be amended at any time and from time to time, the “Certificate of Organization”);

WHEREAS, the Original Members and the other Members made parties hereto wish to set forth the respective rights and obligations of the Members and to provide for the governance and management of the Company and its affairs and for the conduct of the business of the Company; and

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

**ARTICLE 1.
DEFINED TERMS**

Section 1.1 Definitions. In addition to the capitalized terms defined above and elsewhere in this Agreement, certain capitalized terms used herein shall have the meanings set forth in Schedule C hereto.

**ARTICLE 2.
GENERAL PROVISIONS**

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of the Commonwealth pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated with respect to the address of the registered office of the Company in Massachusetts, the name and address of its registered agent in Massachusetts or to make corrections as may be required by the Massachusetts Act as provided in the Massachusetts Act. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Massachusetts Act, except as otherwise provided herein.

Section 2.2 Company Name.

(a) The name of the Company is “JOLO CAN LLC.” All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 12 or otherwise, except as otherwise provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Principal Place of Business; Agent for Service of Process.

(a) The principal office and place of business of the Company shall initially be 80 Eastern Ave., Chelsea Massachusetts 02150, or such other address as may be determined from time to time by Manager Approval.

(b) The registered office of the Company in The Commonwealth of Massachusetts shall be 80 Eastern Ave., Chelsea Massachusetts 02150, and the registered agent for service of process on the Company pursuant to the Massachusetts Act shall initially be Miguel F. Londono or, in either case, as may be designated by Manager Approval.

Section 2.4 Qualification in Other Jurisdictions.

The Managers shall cause the Company to be qualified or registered under applicable laws of any jurisdiction in which the Company owns property or engages in activities and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including, without limitation, the appointment of agents for service of process in such jurisdictions, if such qualification or registration is necessary or desirable to permit the Company to own property and engage in the Company’s business in such jurisdictions.

Section 2.5 Purposes and Powers of the Company.

The purposes of the Company are to engage in any lawful business, purpose or activity for which limited liability companies may be organized under the Massachusetts Act.

Section 2.6 Fiscal Year.

The fiscal year of the Company shall be the calendar year, or such other fiscal year as may be designated by Manager Approval and permitted by the Code.

ARTICLE 3.
TERMS AND CONDITIONS APPLICABLE TO MEMBERS

Section 3.1 Members.

The Members of the Company shall be the Persons identified on Schedule A hereto, as may be amended from time to time, each of whom shall be a “Member” within the meaning of the Massachusetts Act. The name, mailing address, and email address of each Member shall be as listed in Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A. Any Manager may update Schedule A from time to time as necessary to accurately reflect the information therein. Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as in effect from time to time. The Members shall have only such rights with respect to the Company as specifically provided in this Agreement and as required by the Massachusetts Act (other than waivable provisions of the Massachusetts Act that conflict with the rights expressly granted to such Members under this Agreement). No Person shall be admitted as a new Member of the Company unless and until the Board of Managers has approved the admission of such Person as a new Member and such Person has executed this Agreement or a counterpart hereto and such other documents or agreements as the Board of Managers may request reasonably in connection with such admission.

Section 3.2 Limited Liability Company Interests Generally.

Except as otherwise specifically provided herein, no Member shall (i) be entitled to receive any interest or other return on such Member’s Capital Contributions, (ii) be entitled to withdraw all or any portion of any Capital Contribution or to receive any distribution from the Company, (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive property other than cash in return for its Capital Contributions, or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Units shall constitute personal property. The rights and interest of each Member in and to the future profits and income of the Company are limited to those set forth in this Agreement.

Section 3.3 Voting and Management Rights.

(a) No Member, in his, her, or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided for herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Massachusetts Act, to the extent that the Massachusetts Act would require a consent or approval

by the Members, the consent or approval of the Managers pursuant to the terms of this Agreement shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise specified herein, such action shall be deemed valid if and only if taken by Member Approval.

Section 3.4 Liability of Members.

(a) A Member who receives a distribution made in violation of the Massachusetts Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Massachusetts Act.

(b) Except as provided under the Massachusetts Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Without limiting the foregoing, (i) no Member in its capacity as such shall have any liability to restore any negative balance in such Member's Capital Account and (ii) the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Massachusetts Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

Section 3.5 Powers of Members.

Except as otherwise expressly provided herein, no Member shall in his or her capacity as a Member take part in the day-to-day management, operation or control of the business and affairs of the Company or have any right, power or authority to transact any business in the name of the Company or to act for, or on behalf of, or to bind the Company.

Section 3.6 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

Section 3.7 Member's Investment.

Each Member hereby represents and warrants to the Company and acknowledges that (a) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time and understands that, except in connection with a Permitted Transfer in accordance with the applicable terms of this Agreement, it has no right to withdraw and/or have its Units repurchased by the Company, (c) it has acquired or is acquiring Units in the Company for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) it understands that the Units in the Company have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities

laws, or in accordance with an applicable exemption therefrom, and the provisions of this Agreement have been complied with, and (e) the execution, delivery and performance of this Agreement does not require it to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

ARTICLE 4. CAPITAL STRUCTURE

Section 4.1 Units.

The Members' share of the profits and losses of the Company and their right to receive distributions of the Company's assets, as well as certain other rights of the Members in the Company (which rights, collectively shall be the equivalent of each such Member's "limited liability company interest" in respect of the Company under the Massachusetts Act), shall be represented by "Units" (each, a "Unit" and, collectively, the "Units").

Section 4.2 Authorized Capital.

(a) The total number of Units that the Company shall have the authority to issue is 1,000,000, all of which are hereby designated as Common Units.

(b) Subject to the restrictions set forth herein, any unissued Units shall be available for issuance as may be authorized by the Board of Managers from time to time pursuant to, and in accordance with, the terms and conditions of an Investor Unit Subscription Agreement.

(c) The Board of Managers may authorize the Company to create and, for such consideration as the Board of Managers may deem appropriate, issue such Units or additional classes or series of Units, having such designations, preferences and relative, participating or other special rights, powers and duties, as the Board of Managers shall determine, including, without limitation: (i) the right of any such class or series of Units to share in distributions from the Company; (ii) the allocation to any such class or series of Units of items of Company income, gains, losses and deductions; (iii) the rights of any such class or series of Units upon dissolution or liquidation of the Company; and (iv) the right of any such class or series of Units to vote on matters relating to the Company and this Agreement. The Members understand and agree that rights afforded to any additional classes or series of Units (including, without limitation, rights to distributions from the Company) may result in a reduction and/or dilution in the rights of then outstanding Units. The Board of Managers may, subject to Article 8 and Section 15.3 of this Agreement, amend any provision of this Agreement, and authorize any Person to execute, swear to, acknowledge, deliver, file and record, if required, such documents, to the extent necessary or desirable to reflect the admission of any additional Member to the Company or the authorization and issuance of such class or series of Units, and the related rights and preferences thereof.

Section 4.3 Incentive Units

(a) If the Board of Managers intends that the grant of Common Units to a Person providing services to the Company qualify as a "profits interest" for tax purposes (each

such Common Unit, an “Incentive Unit”), the Company and each Member agree to treat such Incentive Units as a separate “profits interest” within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 or any future Internal Revenue Service guidance or other authority that supplements or supersedes the foregoing Revenue Procedure, and it is the intention of the Members that distributions to each Incentive Unit under this Agreement, including pursuant to Article 7 and Article 12, shall be limited to the extent necessary so that the Incentive Units of such Member qualify as a “profits interest” under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly.

(b) Upon the grant of Incentive Units to a Member in connection with the performance of services by such Member, the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as provided in the definition of Gross Asset Value, and the Company’s Profit and Company’s Loss arising from such adjustment shall be allocated to the existing Members in accordance with the Allocation Exhibit. The foregoing is intended to reflect the intent of the parties hereto that such grant (aside from the portion of the new interest acquired in exchange for any Capital Contribution made by such Member) shall be treated as the issuance of a profits interest for United States federal income tax purposes.

(c) In connection with the issuance of any Incentive Unit, the Board of Managers shall set a threshold dollar amount with respect to such Incentive Unit (each, “Threshold Amount”). The Threshold Amount with respect to each Incentive Unit will be determined by the Board of Managers and will be an amount equal to the value of each Common Unit that is not an Incentive Unit as of the grant of such Incentive Unit, determined based upon the amount of distributions that the holders of such a Common Unit would be entitled to receive in a hypothetical liquidation of the Company on the date of issuance of such Incentive Unit in which the Company sold its assets for their Fair Market Value, satisfied its liabilities (excluding any nonrecourse liabilities to the extent the balance of such liabilities exceeds the Fair Market Value of the assets that secure them) and distributed the net proceeds to the holders of Units in liquidation of the Company. The determination of the Board of Managers of the Threshold Amount shall be final, conclusive and binding on all Members.

(d) In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Member holding Incentive Units as the owner of such Incentive Units from the date they are granted, and shall file its Internal Revenue Service Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member his or her distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Units as if they were fully vested. Each Member agrees to take into account such distributive share in computing his or her United States federal income tax liability for the entire period during which he or she holds any Incentive Units. The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Incentive Units issued to a Member, either at the time of grant of the Incentive Units or at the time the Incentive Units become substantially vested. The undertakings contained in this paragraph shall be construed in accordance with Section 4 of Rev. Proc. 2001-43.

(e) The Board of Managers shall have the right to amend this Agreement without the approval of any Member upon publication of final regulations in the Federal Register (or other official pronouncement) to (i) direct and authorize the election of a “safe harbor” under

Proposed Treasury Regulation Section 1.83-3(l) (or any similar provision) under which the fair market value of a membership interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that interest, (ii) to provide for an agreement by the Company and all of its Members to comply with all the requirements set forth in such regulations and Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all interests transferred in connection with the performance of services while the election remains effective, and (iii) to provide for any other related amendments; provided, in any case that (x) such amendment shall not change the relative economic interest of the Members, reduce any Member's share of distributions, or increase any Member's liability hereunder and (y) the Company shall provide a copy of such amendment to the Members at least ten (10) days prior to the effective date of any such amendment.

(f) Without limitation of any other provision herein, no transfer of any Incentive Units in the Company by a Member, to the extent permitted by this Agreement, shall be effective unless prior to such transfer, the transferee, assignee or intended recipient of such Incentive Units shall have agreed in writing to be bound by the provisions of this Agreement relating to Incentive Units, in form satisfactory to the Board of Managers.

(g) The foregoing provisions relating to the grant of Incentive Units, together with any grant document pursuant to which Incentive Units are issued to a Member in such Person's capacity as an employee or service provider of the Company, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Incentive Units pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided that the foregoing shall not restrict or limit the Company's ability to issue any Incentive Units pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

(h) Incentive Units may be issued subject to vesting, forfeiture and repurchase pursuant to separate agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) in the sole discretion of the Board of Managers. Any Person holding a Unit subject to a vesting arrangement, including, without limitation, any Incentive Unit, shall make a timely Code Section 83(b) election in accordance with Treasury Regulation 1.83-2 with respect to each such Unit (to the extent applicable).

(i) Distributions pursuant to Article 7 shall be made with respect to all Incentive Units, whether vested or unvested. Any distributions pursuant to Section 7.3 (excluding, for the avoidance of doubt, Tax Distributions that are treated as advances on distributions pursuant to Section 7.3) with respect to unvested Incentive Units shall be held by the Company until such Incentive Units vest, at which time any such retained distributions shall be released to the holder of such then vested Incentive Units. Any retained distributions pursuant to the foregoing sentence that are forfeited as a result of the forfeiture without vesting of the applicable Incentive Units shall thereafter be distributed under Section 7.3.

ARTICLE 5.
MANAGEMENT OF THE COMPANY

Section 5.1 Managers.

(a) The business of the Company shall be managed by a Board of Managers (the “Board of Managers”) who may exercise all the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Board of Managers may from time to time establish. Each member of the Board of Managers shall be a “Manager” for all purposes under the Massachusetts Act. Subject to the terms and conditions of this Agreement, at least a majority of the Board of Managers then in office must vote or consent in favor of an action in order to bind the Company with respect to such action. Subject to Section 5.2(b), each individual Manager shall have any right, power or authority to bind the Company, including to the extent such Manager has been designated as an officer of the Company, such Manager acting in his or her capacity as an officer shall have the authority to bind the Company for limited liability company actions under such officer’s control. A Manager shall be held to the same standards of fiduciary duty with respect to the Company to which a director of a corporation organized under the laws of The Commonwealth of Massachusetts is held with respect to such corporation. Any determination of whether a Manager has breached his or her fiduciary duty to the Company shall be made by reference to whether, under Massachusetts law as it then exists, a director of a Massachusetts corporation would be held to have breached his or her fiduciary duty to such corporation under similar facts. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary (but subject to any particular written agreement between the Company and any Manager), it is expressly understood and agreed that a Manager shall not be required to devote his entire time or attention to the business of the Company.

(b) The Board of Managers shall consist of one or more Managers. As of the Effective Date, the authorized number of Managers shall be three. In the event of a vacancy in the Board of Managers, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board of Managers until the vacancy is filled, provided that in the event of a vacancy in one of the seats appointed pursuant to Section 5.1(c)(i) or Section 5.1(c)(ii), such seat may only be filled by a Manager designated by the parties entitled pursuant to such Section to designate a Manager to fill such seat.

(c) From and after the date of this Agreement, each Member shall vote, or cause to be voted, all Units and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of filling positions on the Board of Managers, or to execute a written consent in lieu of a meeting of the Members, for purpose of filling positions on the Board of Managers and to elect and continue in office as Managers the following:

(i) for so long as Miguel F. Londono holds not less than 100,000 Common Units, one individual designated by Miguel F. Londono, who shall be Miguel F. Londono unless otherwise agreed in writing by Miguel F. Londono and Herbert Jordan;

(ii) for so long as Herbert Jordan holds not less than 100,000 Common Units, one individual designated by Herbert Jordan, who shall be Herbert Jordan unless otherwise agreed in writing by Miguel F. Londono and Herbert Jordan; and

(iii) one individual appointed by holders of a majority of then-outstanding Units and mutually agreeable to Miguel F. Londono and Herbert Jordan.

(d) In the event that the Member or Members that has or have the right to designate a Manager pursuant to clause Section 5.1(c) requests that the Manager so designated by such Member or Members be removed (with or without cause), by written notice to the other holders of Units, then in such case, such Manager shall be removed and each Member hereby agrees to vote all Units, and all other voting securities of the Company over which such Member has voting control, to effect such removal upon such request. Any Manager may be removed by the affirmative vote or written consent of holders of a majority of the Common Units then outstanding, provided that no Manager specified in either Section 5.1(c)(i) or Section 5.1(c)(ii) may be removed without the consent of the Members who have the right pursuant to such Section to designate such Manager, so long as such Members hold such right. Each Member agrees not to vote any Units, or any voting securities over which such Member has voting control, to remove any Manager other than in accordance with this Section 5.1(d).

(e) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death, disability, resignation or removal. Any Manager may resign by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5.2 Powers and Duties of the Managers.

(a) Subject to the provisions of Section 5.2(b), the Board of Managers shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under Section 5.1 or as otherwise provided by law or this Agreement:

(i) to manage the business and affairs of the Company and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other Persons in any capacity with the Company for such compensation and on such terms as the Board of Managers deems necessary or desirable and to delegate to such Persons such of its duties and responsibilities as the Board of Managers shall determine, and to remove such Persons or revoke their delegated authority on such terms or under such conditions as the Board of Managers shall determine;

(ii) to merge or consolidate the Company or any Subsidiary with or into any other entity or otherwise effect the sale of the Company and its business;

(iii) to acquire or invest in other entities or businesses;

(iv) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;

(v) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company on a secured or unsecured basis and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness or guarantees and any mortgage, lien or security interest securing such indebtedness; and

(vi) to issue additional Units or other rights or other interests in the Company and to designate additional classes of interest in the Company as provided herein.

(b) Notwithstanding the foregoing, the Company shall not take the following actions without having first obtained the consent of the Board of Managers, which consent must include the consent of the Managers elected pursuant to Sections 5.2(c)(i) and (ii):

(i) pledge or grant a security interest in any assets of the Company or any Subsidiary, except in the ordinary course of business when all such pledges or grants in the ordinary course of business (excluding pledges or grants provided for in the Operating Plan) do not secure indebtedness of more than \$50,000 in the aggregate;

(ii) issue any Units;

(iii) enter into any agreements, including but not limited to leases, that obligate the Company or any Subsidiary to make aggregate annual payments in excess of \$50,000, unless provided for in the Board-approved operating plan of the Company;

(iv) establish or amend any employee incentive plan or similar equity compensation plan (except as set forth in this Agreement) or grant any equity compensation;

(v) acquire any asset or assets with a value in excess of \$50,000 in a single transaction or a series of related transactions, unless provided for in the Board-approved operating plan of the Company;

(vi) make any loan or advance to any person, including, any employee or manager, except advances and similar expenditures in the ordinary course of business or under the terms of an employee equity compensation plan approved by the Board of Managers;

(vii) incur any aggregate indebtedness in excess of \$50,000 that is not already included in the operating plan of the Company approved by the Board of Managers, other than trade credit incurred in the ordinary course of business;

(viii) change the principal business of the Company, enter new lines of business, or exit the current line of business; or

(ix) enter into any corporate strategic relationship involving the payment, contribution or assignment by the Company or to the Company of assets greater than \$50,000.

Section 5.3 Reliance by Third Parties.

Any Person dealing with the Company, the Managers or any Member may rely upon a certificate signed by all of the Managers as to: (i) the identity of any Managers or Members; (ii) any factual matters relevant to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company, the Managers or any Member.

Section 5.4 Board Voting Rights; Meetings; Quorum.

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Board of Managers or committee thereof. At any meeting of the Board of Managers, the presence of a majority of the total number of Managers then in office shall constitute a quorum.

(b) Regularly scheduled meetings of the Board of Managers may be held at such time, date and place as a majority of the Managers may from time to time determine. Special meetings of the Board of Managers may be called, orally, in writing or by means of electronic communication, by any Manager, designating the time, date and place thereof.

(c) Notice of the time, date and place of all meetings of the Board of Managers shall be given to each Manager by the appropriate officer of the Company or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his business or home address or email address, as applicable, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting by such Manager, except where a Manager attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Board of Managers need not specify the purposes of the meeting.

Section 5.5 Actions of the Board of Managers.

(a) Except as provided in this Agreement, or required by law, any vote or approval of a majority of the Managers present at any meeting of the Board of Managers at which a quorum is present shall be the act of the Board of Managers.

(b) Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature or email message) by all of the Managers then in office and filed with the records of the meetings of the Board of Managers. Such consent shall be treated as a vote of the Board of Managers for all purposes.

Section 5.6 Reimbursement of Managers.

The Company shall promptly reimburse in full each Manager who is not an employee of the Company or any Subsidiary for all such Manager's reasonable out-of-pocket expenses incurred in

connection with attending any meeting of the Board of Managers or a committee thereof or any Board of Managers or committee thereof of any Subsidiary.

Section 5.7 Transactions with Interested Persons.

Unless entered into in bad faith, no contract or transaction between the Company or any Subsidiary and one of its or their Managers, officers or Members or Affiliates of the foregoing, or between the Company or any Subsidiary and any other Person or Affiliates of such Person in which one or more of its or any Subsidiary's Managers, officers or Members have a financial interest or are directors, managers, partners, members, stockholders, officers or employees, shall be voidable solely for this reason or solely because said Member, Manager or officer was present or participated in the authorization of such contract or transaction if (i) the material facts as to the relationship or interest of said Person and as to the contract or transaction were disclosed or known to the Board of Managers and the contract or transaction was authorized by a majority of the votes held by disinterested members of the Board of Managers (if any) or (ii) the contract or transaction was entered into on terms and conditions that were fair and reasonable to the Company as of the time it was authorized, approved or ratified. Subject to compliance with the provisions of this Section 5.7, no Member, Manager or officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any other Member, Manager or other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

Section 5.8 Limitation of Liability of Managers.

No Manager shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, by reason of being or acting as Manager of the Company. A Manager shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements by any of the Company's Members, Managers, employees, consultants, advisors or agents, or by any other Person as to matters such Manager reasonably believes are within such other Person's professional or expert competence and who has been selected in good faith and with reasonable care by such Manager, including, without limitation, information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company. No Manager shall be personally liable to the Company or its Members for any action undertaken or omitted in good faith reliance upon the provisions of this Agreement unless the acts or omissions of the Manager were not in good faith or involved gross negligence or intentional misconduct. Any Person alleging any act or omission as not taken or omitted in good faith shall have the burden of proving by a preponderance of the evidence the absence of good faith.

Section 5.9 Other Agents.

From time to time, the Board of Managers acting by Manager Approval may appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such agents (including those designated as officers) may be removed by Manager Approval.

**ARTICLE 6.
CAPITAL CONTRIBUTIONS**

Section 6.1 Amount and Payment.

(a) As of the Effective Date, the Members holding Common Units have made Capital Contributions in the aggregate amount of \$[10,000], in exchange for such Common Units, as set forth on Schedule A attached hereto.

(b) With Manager Approval, the Company may accept additional Capital Contributions in connection with the issuance of additional Units, at a price per Unit to be determined pursuant to Manager Approval at the time of the sale and issuance of Units, up to the total number of authorized Units, to existing Members and in connection with the admission of other Persons as additional Members, in each case pursuant to Article 8.

(c) Any Capital Contributions that the Members have made in exchange for their Units and the number of Units held by each Member shall be set forth on Schedule A, which Schedule shall be updated by the Board of Managers from time to time to reflect changes in the information set forth therein made in accordance with the terms of this Agreement and as may be agreed by the Board of Managers pursuant to Manager Approval from time to time. Schedule A shall be held confidentially by the Board of Managers, and may not be disclosed to any Member other than a Major Member and its Affiliates, without the prior consent of the Board of Managers.

Section 6.2 Interest.

The Members shall not be entitled to receive any interest on any Capital Contribution to the Company.

Section 6.3 Withdrawal.

Except as otherwise specifically provided herein, a Member shall not be entitled to withdraw any Capital Contribution or portion thereof or to receive any Guaranteed Payment or distribution from the Company.

**ARTICLE 7.
CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS**

Section 7.1 Capital Accounts.

For each Member, the Company shall establish and maintain a separate Capital Account as more fully described in Schedule B.

Section 7.2 Allocations.

Allocations of Profit and Loss, and allocations for tax purposes of items of income, gain, loss, deduction and expense and tax credits, shall be made to and among the Members in accordance with Schedule B attached hereto (the "Allocation Exhibit"). Certain other tax matters,

including provisions concerning limited liability company interests that change throughout the Fiscal Year and the allocation of tax items, are also governed by the Allocation Exhibit.

Section 7.3 Distributions.

(a) Except as otherwise provided herein, the Company shall not be required to make distributions or payments of cash or other Company assets to the Members.

(b) Distributions to Members, if any, other than under Article 12 shall be at times and in such aggregate amounts as may be determined by Manager Approval. Subject to any limitations applicable to Profits Interests, including applicable Threshold Amounts, such distributions shall be made to the respective Members on a pro rata basis in proportion to the number of Units held by each Member.

(c) Notwithstanding the foregoing, the Company shall make, with respect to each Fiscal Year of the Company, distributions of Distributable Cash, if any, to the Members in an amount equal to the respective Projected Tax Liability of each Member for such tax year, to enable the Members to pay income taxes on Profit allocated to them with respect to such tax year (any such distribution, a “Tax Distribution”). The amount of the Tax Distributions to which a Member otherwise would be entitled with respect to a Fiscal Year shall be reduced dollar-for-dollar by the amount of any other cash distributions received by such Member (or such Member’s predecessor in interest) for such Fiscal Year (other than any distributions received that are Tax Distributions with respect to a prior Fiscal Year). All Tax Distributions made to a Member shall be treated as advances of distributions to be made to that Member (or that Member’s successor in interest) pursuant to Section 7.3 (including pursuant to Section 12.2) of this Agreement, as applicable, and shall reduce such future distributions dollar for dollar. The aggregate amount of Tax Distributions with respect to any Fiscal Year may be reduced, on a pro rata basis, or not made, if and to the extent the Board of Managers determines that the Company has insufficient Distributable Cash to make such Tax Distributions in full.

Section 7.4 Guaranteed Payments

Payments may be paid to Members for services performed for the benefit of the Company by such Members at the time of any regular payment of wages to employees of the Company, in accordance with the Company’s payroll methodology, or at such other times as may be determined by Manager Approval in the sole discretion of the Managers, it being understood that the payments made pursuant to this Section 7.4 shall be treated as “guaranteed payments” within the meaning of Section 707(c) of the Code (the “Guaranteed Payments”).

Section 7.5 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any allocation, distribution or other payment made to any Member any amount required to be withheld under the Code or any other applicable federal, state, local or foreign law. All amounts so withheld with regard to any distribution or payment shall be treated as amounts distributed or paid to such Member. If no distribution or payment is being made to a Member in an amount sufficient to pay the Company’s withholding obligation with respect to such Member, any amount that the Company is obligated to pay shall be deemed an interest-free advance from the Company

to such Member, payable by such Member by withholding by the Company from any subsequent distributions or payments to such Member or within ten days after receiving written request for payment from the Company. Each Member agrees to timely complete and deliver to the Managers any form, document or provide such other information reasonably requested by the Company for tax purposes.

ARTICLE 8.

ISSUANCE OF ADDITIONAL UNITS; ADMISSION OF ADDITIONAL MEMBERS

Section 8.1 Additional Issuances; Additional Members.

(a) A Member may purchase or be granted additional Units in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company by Manager Approval.

(b) The Capital Contribution (if any) and other terms with respect to such additional Units or such additional Member shall be determined by Manager Approval.

ARTICLE 9. TRANSFER OF UNITS; LEGAL REPRESENTATIVES

Section 9.1 Assignability of Interests; Substitute Members.

A Member may not sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Units, whether voluntarily or by operation of law, and an assignee shall not be admitted as a Substitute Member, without prior Manager Approval. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Profit and Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 9.2. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon (a) the Assignee's written assumption, in form and substance satisfactory to all of the Members, of all of the obligations, restrictions and liabilities of the assigning Member under this Agreement and (b) the Assignee's execution of an instrument reasonably satisfactory to all of the Members whereby such Assignee becomes a party to this Agreement as a Substitute Member.

Section 9.2 Additional Requirements.

As additional conditions to the validity of any assignment of a Unit and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

(i) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction; and

(ii) shall not cause the Company to be terminated for federal income tax purposes or to be treated as a publicly traded partnership under the Code, unless agreed to in writing by Manager Approval.

The Managers may require reasonable evidence as to satisfaction of such conditions, including, without limitation, a favorable opinion, in form and substance satisfactory to the Managers, of legal counsel reasonably satisfactory to the Managers. Any purported assignment or admission as to which the conditions set forth in clauses (i) and (ii) are not satisfied shall be void *ab initio*.

ARTICLE 10. WITHDRAWAL AND RESIGNATION OF MEMBERS; PURCHASE RIGHTS AMONG MAJOR MEMBERS

Section 10.1 Withdrawal and Resignation.

No Member may withdraw or resign from the Company except (i) pursuant to a purchase of its and all of its Affiliates' Units in accordance with the terms of this Article 10 or (ii) with the written consent of the Major Members. Any Member who attempts to resign or withdraw from the Company in violation of the foregoing provision shall cease to be a Member of the Company and shall forfeit any right to distributions or payments from the Company, including, without limitation, any right to any payment pursuant to Section 32 of the Massachusetts Act.

Section 10.2 Definition of Trigger Event.

A Major Member shall have caused a "Trigger Event" for purposes of this Agreement in the event that such Major Member is in material breach of this Agreement if any such breach continues for more than fifteen days following receipt by the breaching Major Member from the other Major Member of notice of breach and demand for cure; provided, however, that if the cure is commenced in good faith within the fifteen-day period but cannot reasonably be completed within that period, an extension thereof of reasonable duration, not to exceed thirty days, shall be provided to permit cure.

Section 10.3 Purchase Right in the Event of a Trigger Event.

If a Major Member (the "Non-Breaching Major Member") believes that the other Major Member (the "Breaching Major Member") has caused a Trigger Event, the Non-Breaching Major Member may provide a notice to the Breaching Major Member with respect to such Trigger Event (the "Trigger Notice"). The Trigger Notice shall specify the claimed nature of the Trigger Event and shall state whether the Non-Breaching Major Member will elect to purchase all of the Units of the Breaching Major Member in accordance with the buy-out procedure set forth in Section 10.5 below. If the Trigger Notice does not contain an election to purchase all of the Units of the Breaching Major Member, the Breaching Major Member shall have thirty days after the date of its receipt of the Trigger Notice to send a written response to the Non-Breaching Major Member electing to purchase all of the Units of the Non-Breaching Major Member in accordance with the buy-out procedure set forth in Section 10.5 below. If neither Major Member makes an election to purchase all of the Units of the other Major Member pursuant to this Section 10.3, the Company shall dissolve in accordance with the terms of this Agreement.

Section 10.4 Purchase Right in the Event of a Material Disagreement.

In the event there is a material disagreement between the Managers appointed by the Major Members relating to any matter requiring consent of both such Managers, and such material disagreement is not resolved by the dispute resolution process set forth in Section 10.6, each Major

Member shall have the right to elect to purchase all of the Units of the other Major Member in accordance with the buy-out procedure set forth in Section 10.5 below. If each of the Major Members elects to purchase all of the Units of the other Major Member, the Major Members shall agree on random, unbiased means (which may include a coin toss) of determining who shall be the Electing Member for purposes of Section 10.5.

Section 10.5 Purchase Price and Process.

(a) The purchase price for Units of a Major Member purchased pursuant to Section 10.3 or Section 10.4 (the “Buyout Purchase Price”) shall be equal to the amount that would be distributed to the selling Major Member if the assets and business of the Company were sold at fair market value and the Company were dissolved immediately prior to sale. Fair market value of the Company’s assets and business shall be determined by mutual agreement of the Members (including pursuant to the engagement of such independent third-party valuation firm as the Major Members may mutually agree upon), with such agreement to take place within thirty days after the date (the “Election Date”) on which a Major Member (the “Non-Electing Major Member”) has received an election to acquire all of its Units from the other Major Member (the “Electing Major Member”) under Section 10.3 or Section 10.4. If the Major Members are able to agree with respect to fair market value within thirty days after the Election Date, the purchase and sale of the applicable Units shall take place on the date that is sixty days after the Election Date, or the next Business Day if such date is not a Business Day.

(b) In the event that the Major Members cannot agree on the fair market value of the Company’s assets and business within thirty days after the Election Date, the Electing Major Member shall have the right to serve notice to the Non-Electing Major Member (the “Value Notice”) setting forth the Electing Major Member’s determination as to the fair market value of the Company’s assets and business and each Major Member’s respective share thereof, providing a Buyout Purchase Price for each Major Member’s Units. If the Non-Electing Major Member does not receive the Value Notice within thirty days after the Election Date, the Company shall dissolve in accordance with the terms of this Agreement.

(c) If the Non-Electing Major Member receives the Value Notice within thirty days after the Election Date, the Non-Electing Major Member shall have the right either (i) to sell all of its Units at the Buyout Purchase Price for such Units contained in the Value Notice or (ii) to purchase all of the Electing Major Member’s Units for the applicable Buyout Purchase Price for such Units contained in the Value Notice. To exercise this purchase right, the Non-Electing Major Member must send a written notice to the Electing Major Member within fifteen days after the Non-Electing Major Member’s receipt of the Value Notice. If the Non-Electing Major Member exercises its purchase right within the required time period, the purchase and sale of the applicable Units shall take place on the date that is forty-five days after the Non-Electing Major Member’s receipt of the Value Notice, or the next Business Day if such date is not a Business Day. If the Non-Electing Major Member does not exercise its purchase right within the required time period, the Electing Major Member shall purchase all of the Units of the Non-Electing Major Member on the date that is thirty days after the Non-Electing Major Member’s receipt of the Value Notice, or the next Business Day if such date is not a Business Day.

(d) Any purchase of Units pursuant to this Article 10 shall be evidenced by such assignments, instruments of conveyance, bills of sale or other transfer documents as either of the Major Members may reasonably request. The aggregate Buyout Purchase Price shall be paid on the date specified for such purchase in this Article 10 by delivery of a promissory note in the amount of such aggregate Buyout Purchase Price. The promissory note shall be secured by a security interest in all Units held by the purchasing Major Member, with such security interest to be granted pursuant to documents reasonably satisfactory to the selling Major Member. The principal amount of such promissory note shall bear interest, payable annually, at the lowest rate per annum then required by the Code in order to avoid the imputation of interest, and shall be payable in not more than three equal annual installments. Each note shall provide as follows: that the maker shall have the right to prepay the principal or any portion thereof at any time or times without premium or penalty; that upon default for thirty days in any payment of principal or interest, or in the event of bankruptcy or insolvency of the maker, or if the maker shall make any assignment for the benefit of creditors, the entire balance of principal and interest then remaining unpaid on the note shall become due and payable forthwith at the option of the holder of the note; and that presentment, protest and notice of protest shall be waived.

(e) Notwithstanding any other provision of this Article 10, any purchaser of Units under this Article 10 shall, as a condition to such purchase, (i) assume all of the liabilities, obligations and/or guarantees of the selling Major Member which relate to the business of the Company, (ii) indemnify the selling Major Member for the liabilities, obligations and guarantees so assumed and (iii) obtain the release of all guarantees, letters of credit and documents granting security interests in the Units which the selling Major Member shall have provided in connection with the Company or its business. Such assumption, indemnification and release shall be evidenced by instruments and other documents reasonably satisfactory, in form and substance, to the selling Major Member.

(f) Upon the effectiveness of a purchase pursuant to this Article 10, (i) the selling Major Member shall be deemed to have withdrawn and resigned from the Company and shall cease to be a Member of the Company, (ii) the selling Major Member's Capital Account shall be re-allocated to the purchasing Major Member, (iii) any Managers appointed solely by the selling Major Member shall be deemed to have resigned as Managers as of such date and (iv) the purchasing Major Member shall be deemed substituted for the selling Major Member for the purposes of the appointment of Managers pursuant to Section 5.1(c)(i) or Section 5.1(c)(ii), as applicable.

(g) If the purchase of Units under this Article 10 is not completed by reason of the failure of either Major Member to comply with the terms of this Article 10, then (i) the complying Major Member shall be entitled to specific performance of the purchase and (ii) if the selling Major Member is the non-complying Major Member, upon compliance by the purchasing Major Member with the terms of this Article 10, including the payment of the aggregate Buyout Purchase Price in accordance with Section 10.5, the purchasing Major Member shall be entitled to treat itself for all purposes as, and thereafter shall be, the owner of the Units which were to be purchased under this Article 10.

Section 10.6 Dispute Resolution between Major Members.

The Major Members will attempt in good faith to resolve any controversy or claim between them and arising out of or relating to this Agreement promptly by negotiations between such Major Members. Should the dispute not be resolved through the aforementioned process, the Major Members agree first to try in good faith to settle the dispute (other than disputes with respect to the fair market value of the Company's assets and business under Article 10) by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the matter has not been resolved within thirty days of submission to non-binding mediation, either Major Member may initiate buy/sell procedures to the extent permitted by Section 10.4 above.

ARTICLE 11. DURATION OF THE COMPANY

Section 11.1 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

- (a) Written Manager Approval and written approval of Members holding a majority of then-outstanding Common Units with respect to such dissolution and winding up.
- (b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.
- (c) The entry of a decree of judicial dissolution under Section 44 of the Massachusetts Act.

ARTICLE 12. LIQUIDATION OF THE COMPANY

Section 12.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article and the Massachusetts Act. The liquidation shall be conducted and supervised by the Managers or, if none, by the Members, or, if none, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers, Members or such other Person, as applicable, being referred to in this Article as the "Liquidating Agent"). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which

compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company property to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 12.2 Final Allocations and Distributions.

In settling accounts upon dissolution, winding up and liquidation of the Company, the assets of the Company shall be applied and distributed as expeditiously as possible in the following order:

(a) To pay (or make reasonable provision for the payment of) all creditors of the Company, including, to the extent permitted by law, Members or other Affiliates that are creditors, in satisfaction of liabilities of the Company in the order of priority provided by law, including expenses relating to the dissolution and winding up of the Company, discharging liabilities of the Company, distributing the assets of the Company and terminating the Company as a limited liability company in accordance with this Agreement and the Act); and

(b) To the Members in accordance with Section 7.3(b) (taking into account, for the avoidance of doubt, any distributions previously made under Section 7.3(c) that were treated as advances on distributions under Section 7.3(b)).

ARTICLE 13. POWER OF ATTORNEY

Section 13.1 General.

(a) Each Member irrevocably constitutes and appoints each Manager and the Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file any of the following: (i) the Certificate of Organization and all other certificates and other instruments deemed advisable by Manager Approval to carry out the provisions of this Agreement and applicable law or to permit the Company to become or to continue as a limited liability company; (ii) this Agreement and all instruments that the Managers acting by Manager Approval deem appropriate to reflect a change or amendment to or modification of this Agreement made in accordance with this Agreement; (iii) all conveyances and other instruments or papers deemed advisable by Manager Approval or the Liquidating Agent to effect the dissolution and termination of the Company; (iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company; (v) all other certificates, instruments or papers that may be required or permitted by law to be filed on behalf of the Company and any amendment or modification of any certificate or other instrument referred to in this Section 13.1(a); and (vi) any agreement, document, certificate or other instrument that any Member is required to execute and deliver hereunder or pursuant to applicable law that such Member has failed to execute and deliver within ten days after written request from the Managers pursuant to Manager Approval.

(b) The foregoing power of attorney is (i) coupled with an interest, (ii) irrevocable and durable, (iii) shall not be terminated or otherwise affected by any act or deed of any Member (or by any other Person) or by operation of law, whether by the legal incapacity of a Member or by the occurrence of any other event or events, and (iv) shall survive the transfer by a Member of the whole or any part of such Member's Units, except that, where the transferee of the whole of such Member's Units is to be admitted as a Member, the power of attorney of the transferor shall survive such transfer for the sole purpose of enabling the applicable attorney-in-fact to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such admission.

(c) Each Member agrees to execute, upon five days' prior written notice from the Managers acting by Manager Approval or any Liquidating Agent, as applicable, a confirmatory or special power of attorney containing the substantive provisions of this Article 13, which shall be in form satisfactory to the Persons or Person providing such notice.

ARTICLE 14. DUTIES, EXCULPATION AND INDEMNIFICATION

Section 14.1 Duties of Manager, Tax Matters Person and Liquidating Agent.

Each Manager, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 14.1 and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Manager, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent, as permitted by applicable law.

Section 14.2 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by applicable law, none of the Managers, Tax Matters Person, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager, Tax Matters Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section 14.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 14.3 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 14.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 14.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by applicable law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 14.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 14.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a

Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 14.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 14.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 14.3.

ARTICLE 15. MISCELLANEOUS PROVISIONS

Section 15.1 Books and Accounts; Confidentiality.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Units and not the Units of any other Member. The Members hereby acknowledge that the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 15.1(a), except as otherwise specifically required by the Massachusetts Act.

(b) Within a period of time after the end of each Fiscal Year of the Company as determined by Manager Approval, the Company shall provide to each Member a Form K-1 for such Member with respect to such Fiscal Year.

(c) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company, as may be determined from time to time by Manager Approval.

(d) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, agrees not to provide to any other Person (including any employee of the Company) copies of any financial statements, tax returns, or other records provided or made available to such Member, and agrees not to disclose to any other Person (including any employee of the Company) any information contained therein without the written approval of the Managers; provided, that any Member may make disclosures and may provide financial statements, tax returns, and other records: (i) to such Member's accountants and legal counsel as long as such Member instructs such accountants and legal counsel to maintain the confidentiality thereof and not to disclose to any other Person (including any employee of the Company) any information contained therein, (ii) if, and to the extent, required by law, including judicial or administrative order (provided, that, to the extent feasible, the Company is given prior notice to enable it to seek a protective order or similar relief), and (iii) in order to enforce rights under this Agreement. Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of federal law or regulation to

any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of federal law or regulation. No Person subject to the restrictions set forth in this Section 15.1(d) shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

Section 15.2 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice. Notices shall be deemed to have been given (i) when personally delivered, (ii) if mailed, on the earlier of (A) three days after the date on which deposited in the mails, and (B) the date on which received, or (iii) if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 15.2 shall not prohibit the giving of written notice in any other manner, including facsimile transmission and email; any written notice given in any other manner shall be deemed given only when actually received.

Section 15.3 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 15.3. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, pursuant to (i) the approval of each Major Member and (ii) Manager Approval, *provided that* (A) this Agreement may be amended by Manager Approval, to the extent required to conform to actions properly taken by the Company, the Managers, or any of the Members in accordance with this Agreement, including, without limitation, amendments to Schedule A to reflect changes made pursuant to the terms of this Agreement, (B) for so long as Miguel F. Londono holds any Units, any amendment to Section 5.1(c)(i) shall require the approval of Miguel F. Londono, (C) for so long as Herbert Jordan holds any Units, any amendment to Section 5.1(c)(ii) shall require the approval of Herbert Jordan, and (D) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 15.3 shall, without a Member's consent, create personal liability for such Member or require additional capital from such Member.

Section 15.4 Applicable Law; Jurisdiction.

(a) This Agreement is governed by and shall be construed in accordance with the law of The Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In

the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Massachusetts Act, the applicable provision of this Agreement shall control, to the extent permitted by law.

(b) The parties to this Agreement hereby consent to the jurisdiction of the courts of The Commonwealth of Massachusetts and agree to litigate any and all claims exclusively in the courts of The Commonwealth of Massachusetts in connection with any matter or dispute arising under this Agreement or between or among them regarding the affairs of the Company.

Section 15.5 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 15.6 Severability.

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 15.7 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement as of the date first written above.

THE COMPANY:

JOLO CAN LLC

By: _____

Name: Miguel F. Londono

Its: Manager

And

By: _____

Name: Herbert Jordan

Its: Manager

MEMBERS HOLDING COMMON UNITS:

Miguel F. Londono

Herbert Jordan

Schedule A to Limited Liability Company Agreement
of JOLO CAN LLC

Members

Name and Address	Common Units Held	Capital Contribution Made in Respect of Common Units
Miguel F. Londono Address:	250,000	\$ [5,000]
Herbert Jordan Address:	250,000	\$ [5,000]
Totals:	500,000	\$ [10,000]

Date of last revision of this Schedule A: July 31, 2018

Schedule B to Limited Liability Company Agreement
of JOLO CAN LLC

Allocation Exhibit

1. **Definitions.** Each capitalized term used but not otherwise defined in this Allocation Exhibit shall have the meaning set forth in this Section 1 or, if not so defined, in the Agreement.

“**Adjusted Capital Account Balance**” shall mean with respect to any Member, such Member’s Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant fiscal year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

“**Adjusted Taxable Profit**” and “**Adjusted Taxable Loss**” mean, as to any transaction or fiscal period, the taxable income or loss of the Company for United States federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset, and (iii) in lieu

of the cost recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Internal Revenue Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

“Company Minimum Gain” has the meaning set forth for “partnership minimum gain” in Treasury Regulation Section 1.704-2(d) and (g).

“Depreciation” means, for each fiscal year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Internal Revenue Code with respect to an asset for such fiscal year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such fiscal year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such fiscal year or other period bears to such beginning adjusted tax basis; and provided further that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by Manager Approval.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by Manager Approval, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for a membership interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of a membership interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Managers, acting by Manager Approval, determine that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by Manager Approval;

(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by Manager Approval; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Managers, acting by Manager Approval, as required or permitted for purposes of maintaining Capital Accounts under relevant Treasury Regulations.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” set forth in Treasury Regulation Section 1.704-2(b)(4).

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

“Nonrecourse Deductions” shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

“Nonrecourse Liability” shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“Treasury Regulations” means the United States income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. Capital Accounts. A capital account shall be maintained for each Member (a “Capital Account”) that shall be:

(a) increased by (i) any Capital Contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of membership interests;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or expense allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member’s ownership of membership interests; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Managers, acting by Manager Approval, may reasonably determine appropriate, in all events in accordance with applicable provisions of the Internal Revenue Code and Treasury Regulations, including without limitation Treasury Regulation Section 1.704-1(b)(2)(iv).

3. General Allocations.

(a) General Application. The rules set forth below in this Section 3 of this Schedule B shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or expense of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each fiscal year or other period, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each fiscal year or other period, any required special allocations in Section 4 of this Schedule B shall be made immediately prior to the general allocations of Section 3(b) of this Schedule B.

(b) General Allocations. The items of income, expense, gain and loss comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a fiscal year or other period, shall be allocated among the Members during such fiscal year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by Manager Approval, taking into account any adjustments thereto for such fiscal year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability), to the Gross Asset Value, as determined by Manager Approval, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 12.2, minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this Schedule B.

(c) The Managers, acting by Manager Approval, may modify the allocations otherwise provided for in this Section 3 of this Schedule B or offset prior allocations provided for in Section 4 of this Schedule B, including by specially allocating items of gross income, gain, deduction, loss or expense among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company.

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

(a) Minimum Gain Chargeback. In the event that there is a net decrease during a fiscal year or other period in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this Schedule B, each Member shall

receive such special allocations of items of Company income and gain as are required in order to conform to Treasury Regulation Section 1.704-2.

(b) Qualified Income Offset. Subject to Section 4(a) of this Schedule B, but notwithstanding any provision of this Schedule B to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the “qualified income offset” requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) Deductions Attributable to Member Nonrecourse Debt. Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) Allocation of Nonrecourse Deductions. Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners’ interests in the partnership within the meaning of Treasury Regulations Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) Loss Limitation. Adjusted Taxable Losses allocated to a Member pursuant to this Schedule B shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any fiscal year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 4(a) through Section 4(e) of this Schedule B (the “Regulatory Allocations”) are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any taxable year of the Company there is a change in any Member’s membership interest in the Company, allocations of income or loss for such taxable year shall take into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Internal Revenue Code. Any Member that is transferred a membership interest from another Member but not the corresponding portion of such other Member’s Capital Account shall not be entitled to any allocation or distribution arising from Company operations prior to the date of such transfer, unless otherwise determined by Manager Approval or required by the Internal Revenue Code.

5. **Tax Allocations.**

(a) Section 704(b) Allocations. Subject to Section 5(b) and Section 5(c) of this Schedule B, each item of income, gain, loss, or deduction for United States federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this Schedule B (a “Book Item”) shall be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this Schedule B.

(b) Section 704(c) Allocations. In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Sections 704(b) and 704(c) of the Internal Revenue Code. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by Manager Approval. The allocation to a Member of items of taxable income, gain, loss, and deduction of the Company also shall be adjusted to reflect any election under Section 754 of the Internal Revenue Code.

(c) Capital Accounts. The tax allocations made pursuant to this Section 5 of this Schedule B shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

6. Tax Matters Partner; Partnership Representative.

(a) For tax years prior to January 1, 2018, the "tax matters partner" (within the meaning of Section 6231(a)(7) of the Internal Revenue Code, as in effect prior to the effective date provided in Section 1101(g)(1) of the Bipartisan Budget Act of 2015 (P.L. 114-74)) of the Company (the "Tax Matters Person") shall be designated by the Managers.

(b) For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be designated the "partnership representative" with the sole authority to act on behalf of the Company with respect to tax matters, with all of the rights, duties and powers provided for the Tax Matters Person by the Internal Revenue Code, including subchapter C of chapter 63 of the Internal Revenue Code, but subject to the restrictions and limitations contained in this Agreement. Each Member hereby consents to such designation and agrees that, upon the request of the Managers, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. In the event that the Company is responsible for the payment of any "imputed underpayment" in respect of an administrative adjustment pursuant to Section 6225(a) of the Internal Revenue Code, or any similar provision of any state or local tax laws, the Managers shall determine by Manager Approval, in their discretion, the treatment, including the relative obligations of the Members and former Members with respect to any amounts paid by the Company to any taxing authority with respect to such "imputed underpayment" such that the amount of such "imputed underpayment" is borne by the Members and former Members who would have borne the tax liability in the "reviewed year", as defined in Section 6225(d)(1) of the Internal Revenue Code. Each Member and former Member hereby agrees to satisfy in full such obligations as so determined by the Managers.

(c) The Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to preparing and filing any tax return of the Company and any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority, whether to elect into the provisions of the Bipartisan Budget Act of 2015 prior to their effective date and whether to make an election under Section 6226 of the Internal Revenue Code or any similar provision of any state or local tax laws with respect to any audit or other examination of the Company.

(d) Each Member and former Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) preparing or filing any tax returns of the Company, (ii) any tax election of the Company (and the Company's and Member's or former Member's compliance with any such election) or (iii) any audit, examination or investigation (including any judicial or administrative proceeding) of the Company by any taxing authority. No Member shall, without the consent of the Tax Matters Person, (A) file a request for administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(e) Without limiting the foregoing, the Tax Matters Person shall represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any U.S. federal, state, local or foreign tax authorities, including any resulting administrative and judicial proceedings relating to the determination of items of income, deduction, allocation and credit of the Company and the Members, and to expend funds of the Company for professional services and costs associated therewith.

(f) For tax years prior to January 1, 2018, the Tax Matters Person shall be a Member who is permitted to act as a "tax matters partner" pursuant to the Internal Revenue Code. For tax years beginning on or after January 1, 2018, the Tax Matters Person shall be a Person who is permitted to act as a "partnership representative" pursuant to the Internal Revenue Code. The Tax Matters Person may resign at any time by giving written notice to the Company and the Members and complying with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such resignation. The Tax Matters Person may be removed at any time by Manager Approval if such complies with any applicable provisions of the Internal Revenue Code and Treasury Regulations relating to such removal. Upon the resignation or removal of the Tax Matters Person, a new Tax Matters Person shall be selected by the Managers. The initial Tax Matters Person shall be Miguel F. Londono.

7. Tax Elections and Other Tax Decisions. Subject to the provisions of this Schedule B, the Managers, acting by Manager Approval, shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by Schedule B.

8. Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Schedule B and hereby agree to be bound by the provisions of this Schedule B and this Agreement in reporting their shares of the Company's income and loss for income tax purposes.

**Schedule C to Limited Liability Company Agreement
of JOLO CAN LLC**

Defined Terms

Affiliate: means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

Allocation Exhibit: the meaning set forth in Section 7.2.

Board of Managers or Board: means the Board of Managers described in Section 5.1(a) of this Agreement.

Breaching Major Member: the meaning set forth in Section 10.3.

Buyout Purchase Price: the meaning set forth in Section 10.5(a).

Capital Account: the meaning set forth in Section 2 of the Allocation Exhibit.

Capital Contributions: means, with respect to any Member, the aggregate amount of cash or other property contributed to the capital of the Company by such Member.

Certificate of Organization: the meaning set forth in the recitals of this Agreement.

Code: means the Internal Revenue Code of 1986, as amended from time to time, and any applicable regulations promulgated thereunder by the United States Treasury Department.

Company: the meaning set forth in the first paragraph of this Agreement.

Covered Person: the meaning set forth in Section 14.2(a).

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Depreciation: the meaning set forth in Section 1 of the Allocation Exhibit.

Distributable Cash: means the excess of all cash on hand at the beginning of such period plus all cash receipts of the Company in such period from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, Capital Contributions of the Members, proceeds from any capital transaction, and all other sources minus the sum of the following amounts for the relevant period:

- (a) Ongoing Expenses;

(b) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the Company; and

(c) amounts set aside as reserves for working capital, contingent liabilities, replacements or any of the expenditures that are deemed by the Board of Managers to be necessary to meet the current and anticipated future needs of the Company.

Effective Date: the meaning set forth in the first paragraph of this Agreement.

Electing Major Member: the meaning set forth in Section 10.5(a).

Election Date: the meaning set forth in Section 10.5(a).

Gross Asset Value: the meaning set forth in Section 1 of the Allocation Exhibit.

Guaranteed Payments: the meaning set forth in Section 7.4.

Incentive Unit: the meaning set forth in Section 4.3(a).

Initial Managers: means Miguel F. Londono and Herbert Jordan.

Liquidating Agent: the meaning set forth in Section 12.1(a).

Loss: the meaning set forth in Section 1 of Schedule B.

Major Member: means each of (i) Miguel F. Londono or (ii) Herbert Jordan, in each case for so long as such Member holds any Units of the Company.

Manager: means the Initial Managers and each other Person who may be designated or elected from time to time by the Members in accordance with Section 5.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: means approval by a majority of the Managers then in office.

Massachusetts Act: the meaning set forth in the recitals of this Agreement.

Member: means any Person named as a member of the Company on Schedule A hereto and any Person admitted as an additional Member or as a Substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company. For all purposes other than as expressly set forth herein, the Members shall be treated as a single class.

Non-Breaching Major Member: the meaning set forth in Section 10.3.

Non-Electing Major Member: the meaning set forth in Section 10.5(a).

Ongoing Expenses: means all direct expenses incurred by or on behalf of the Company in connection with administering the Company and carrying on its business, including all legal and accounting fees.

Original Members: the meaning set forth in the recitals of this Agreement.

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Profit: the meaning set forth in Section 1 of Schedule B.

Projected Tax Liability: means, with respect to any Member and any tax year of the Company, the amount of taxable income and gain allocated to such Member for federal income tax purposes in the Company's tax return filed or to be filed with respect to such tax year, multiplied by the highest combined marginal rate applicable to income of an individual for federal and Massachusetts income tax purposes, taking into account (i) any nondeductibility for state tax purposes of any item that is deductible for federal tax purposes, and (ii) any deductibility for federal tax purposes of state income taxes.

Regulatory Allocations: the meaning set forth in Section 4(f) of the Allocation Exhibit.

Securities Act: means the United States Securities Act of 1933, as amended.

Substitute Member: means an Assignee of all or any portion of the Units of a Member, which Assignee is admitted as a Member of the Company pursuant to Section 9.1.

Tax Distribution: the meaning set forth in Section 7.3(a).

Tax Matters Person: the meaning set forth in Section 6 of the Allocation Exhibit.

Threshold Amount: the meaning set forth in Section 4.3(c).

Treasury Regulations: means the Treasury regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including the corresponding provisions of any future regulations).

Trigger Event: the meaning set forth in Section 10.2.

Trigger Notice: the meaning set forth in Section 10.3.

Unit: the meaning set forth in Section 4.1.

Value Notice: the meaning set forth in Section 10.5(b).

IN WITNESS WHEREOF, the parties have executed this Limited Liability Company Agreement as of the date first written above.

THE COMPANY:

JOLO CAN LLC

By: Miguel F. Londono
Name: Miguel F. Londono
Its: Manager

And

By: Herbert Jordan
Name: Herbert Jordan
Its: Manager

MEMBERS HOLDING COMMON UNITS:

Miguel F. Londono
Miguel F. Londono

Herbert Jordan
Herbert Jordan



December 9, 2022

Re: MTC Notice: Additional Information Required, Management and Operations Profile Packet, Item 1

Note: Please note, the Secretary of the Commonwealth (“SOC”) has Miguel F Londono and Miguel A Londono listed as persons authorized to execute documents filed with the SOC office. Please clarify if Miguel A Londono should be disclosed on the application as a Persons with Direct or Indirect Control or a Close Associate/Member. If not, please upload an attestation detailing Miguel A Londono’s relationship to the establishment.

Miguel A Londono is the youngest son and family accountant of Miguel F Londono, Co-Owner of JOLO CAN LLC dba Harbor House Collective (“Harbor House”).

Miguel A Londono does not hold any managerial, operational, or financial interest in Harbor House and, by virtue of lack of interest or power, is unable to exercise any influence over the corporate governance of Harbor House. As such, Miguel A Londono is not a Close Associate.

Miguel A Londono does not have direct control over the operations of Harbor House, because:

- (a) They are NOT an Owner that possesses a financial interest in the form of equity of 10% or greater in Harbor House;
- (b) They do NOT possess a voting interest of 10% or greater in Harbor House or a right to veto significant events;
- (c) They are NOT a Close Associate;
- (d) They do NOT have the right to control, or authority through contract, or otherwise including, but not limited to:
 - 1. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - 2. To appoint more than 50% of the directors or their equivalent;
 - 3. To appoint or remove Corporate-level officers or their equivalent;
 - 4. To make major marketing, production, and financial decisions;
 - 5. To earn 10% or more of the profits or collect more than 10% of the dividends
 - 6. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts

Miguel A Londono is not a person having indirect control over operations of Harbor House. Harbor House does not have any indirect holding nor parent companies, and Miguel A Londono is not a person in a position indirectly to control the decision-making of MTC.



This is hereby attestation by JOLO CAN LLC dba Harbor House Collective (“Harbor House”) that the individual listed with the Secretary of the Commonwealth, Miguel A Londono, does not meet the definitions of “Close Associate” nor “Persons with Direct or Indirect Control” as defined in 935 CMR 501.002, and needs not be disclosed on the application.

A handwritten signature in black ink, appearing to read 'Richard Su', consisting of a large 'R' and 'S' with a flourish.

Richard Su
Chief Compliance Officer
Authorized Representative



Business Plan and Projections

Mission Statement

JOLO CAN LLC dba Harbor House Collective (“Harbor House”)’s mission is to become a benchmark for boutique cannabis quality in Massachusetts. Our guiding principle is passion, where a passion for our people, our customers and our products are held to the highest standards.

Description

Harbor House is currently a vertically-integrated, recreational Marijuana Establishment located at 80 Eastern Avenue, Chelsea, MA 02150. With 20,000sf of canopy, 1200sf of retail space and over 2000sf of dedicated product manufacturing space, this facility is capable of controlling its flow of product and supply chain from seed to sale. Cultivation and Manufacturing operates Monday through Friday, 8am to 4pm. The dispensary is open 7 days a week, Monday through Saturday from 10am to 9pm and Sundays from 10am to 7pm.

Retail Dispensary



The 1200sf retail dispensary located at 80 Eastern Avenue, Chelsea, MA 02150 serves as Harbor House's retail distribution channel and the face of the brand to adult-use patrons aged 21 years or older, and registered medical marijuana patients. Harbor House Collective's retail presence is to not only carry high quality cannabis products, but to present a diverse product offering of accessories and complementary product in a comprehensive and educational fashion. Harbor House intends to amplify these philosophies and beliefs by applying for a Marijuana Treatment Center license to better serve all cannabis patrons of Massachusetts.

Cultivation

Harbor House Collective's Tier 3 cultivation facility encompasses the majority of the overall 34,950sf envelope. There are 9 flower rooms in addition to the vegetative, mother, and propagation areas. This method of cultivation will ultimately allow Harbor House to keep craft sized quality, but at scale. A fully hydroponic and salt-based regiment will be used for indoor cultivation.

Product Manufacturing



market is expected to witness significant growth owing to legalization in several countries and high demand for both medical and recreational purposes. Over the past few years, the number of companies operating in this market has increased exponentially. Producers are focused on expanding their customer pool by offering myriad portfolio of products and through geographical expansion. Products currently being offered include varieties of strains and extracts such as oils, tinctures, resins, and consumables based on concentration of cannabinoids like THC and CBD. As countries begin to liberalize laws related to this drug, the market is expected to witness a surge in demand. Currently, majority of the cannabis is sold through illicit channels. To curb this illegal trade, governments have started legalizing marijuana in order to monitor the products that enter the supply chain and reap benefits through taxes levied on these products. In North America, it has been reported that currently about 70-75% of cannabis trade is illegal, which has reduced to nearly 30.0% in states where marijuana has been legalized. This in turn has prompted several countries to initiate legalization programs. Keen investors are awaiting legalization of recreational marijuana. As recreational cannabis is legalized, the number of patients consuming it is expected to reduce by 40.0%, owing to patients seeking easier means of access



than going through medical supply channels. On the basis of type, the market is segmented into medical and recreational. The medical segment is estimated to dominate the global market and accounted for around 80.3% of the revenue in 2016. Several countries have legalized hemp products as treatment options for conditions such as multiple sclerosis, cancer-induced nausea, and chronic pain. Moreover, several countries have recognized health benefits of this product and are in process of legalizing it. With increase in volume of scientific studies and clinical trials, demand for cannabis for clinical use is expected to grow over the forecast period. Countries such as U.S. (on state level) and Uruguay have legalized marijuana for recreational purposes. These countries are expected to provide growth opportunities to producers, as consumption of this drug and its derivatives is expected to increase with rise in number of consumers. Recreational use of this drug is considered as a substitute for cigarettes and alcoholic beverages such as beer. Producers in Canada and several U.S. states with legalized recreational use are focusing their marketing strategies on targeting beer and cigarette consumers. Manufacturers have also started promoting derivatives such as tinctures, oils, and resins, along with products like vaporizers, among millennials who are considered primary consumers. The market for recreational cannabis is



anticipated to witness faster growth as compared to that for medical usage owing to large customer pool. Moreover, it has been reported that patients in U.S., where recreational use is legal, opt for recreational version of this drug over medical variants. This is mainly because of the stringent regulatory and approval process for receiving prescription of medical marijuana. Moreover, high cost and complex distribution channels wherein dispensaries include cost of packaging and labeling could deter buyers from purchasing the medical form of the product. Medical buyers therefore avoid additional cost by opting for recreational products. Furthermore, patients who do not qualify for medical usage are benefitted through recreational programs due to easy accessibility and low price of the products. All these factors are expected to boost the legal marijuana market over the forecast period. The recreational segment is expected to register a CAGR of 43.2% between 2017 and 2025. Bud form is anticipated to be a dominant segment throughout the forecast period. Wide acceptability of buds and their lower price as compared to derivatives or extracts are expected to boost demand for these products. Buds are widely used for smoking and are in high demand in recreational markets. This segment was valued at USD 5.8 billion in 2016 and is anticipated to witness significant growth owing to



increase in number of market participants focusing on catering to the ever-increasing demand.

Countries such as U.S., Canada, Columbia, and Israel have witnessed entry of new players that focus on

increasing production output and expanding their geographical reach. The oil segment is expected to

register the fastest CAGR of 40.4% over the forecast period. Hemp oil is in high demand for its clinical

use. Doctors who prescribe cannabis are concerned about the quantity of cannabinoid intake.

Complications associated with smoking is another key factor that restricts physicians from prescribing it

for smoking. Owing to this, several physicians prefer hemp extracts in the form of oil or edibles, which is

expected to boost demand during the forecast period. Extracts are gaining popularity in countries where

the market is regulated and well-established. Consumers in these countries prefer variety of options for

consumption, owing to which, buds are expected to witness a decline in growth rate as compared to

extracts. However, growing demand for extracts may still not have a significant impact on the revenue

share of buds, and therefore this segment is anticipated to dominate the market throughout the

forecast period. North America accounted for the largest share in the global market and was valued at

USD 7.2 billion in 2016. U.S. and Canada are anticipated to be largest in terms of revenue. After



legalization of recreational cannabis in most U.S. states, the market has witnessed considerable growth.

California and Colorado are some of the most lucrative states in the country. However, marijuana remains illegal at federal level in U.S., which in turn, may affect overall revenue growth in the country.”

Opportunities

In November of 2016, Massachusetts voters passed Question 4, legalizing recreational marijuana for individuals 21 years of age or older via 935 CMR 500. The law went into effect December 15, 2016, and the state’s recreational use market went into effect July 1, 2018. Geographically, Harbor House stands to serve a large demographic of cannabis users. Due to the ability of local municipalities to enact bans and moratoriums based off Question 4 voting results, Harbor House expects its territory to encompass Everett, Revere, Winthrop, Chelsea, and parts of East Boston. Total residents of the geographic market over 21 years of age reach 140,000 plus. Taking into account general poll results regarding regular marijuana usage, Harbor House expects its geographic target market or regular marijuana users to encompass over 14,000 customers. The Company’s goal should be to attract and serve upwards to 100% of this market, in the absence of other recreational marijuana facilities. Additionally, the close proximity



of the facility at 80 Eastern Avenue to the following transit makes the proposed location ripe for

opportunity from non-geographic target demographics: • Route 1/1A • I-93 • Eastern Avenue • Logan

Airport Harbor House has identified a segmented and diversified market. The non-cannabis product

section of the dispensary will target all socio-economic classes of the cannabis market. The retail side of

the dispensary will target the same market as the other side, but will also target the markets of

consumers with intent for quick sale service. By having two separate sides of the dispensary, which carry

products ranging in price, the Company is able to target customers from all classes as well as non-

cannabis users interested in retail products. This gives us the opportunity to educate and inform those

who may not be educated about cannabis and still have quality products for them to purchase. Risks and

Threats Although Harbor House aims to become one of the first vertically-integrated marijuana

businesses in Suffolk County, we recognize the emergence of a number of risks that may or may not be

able to be mitigated. The ongoing existence of a black market for marijuana is a risk and a problem that

legalized recreational marijuana seeks to mitigate in its existence. Harbor House seeks to utilize the

legalized status of marijuana to its advantage, and stamp out black market activity through the



accessibility of properly cultivated, lab tested, and properly packaged/labeled marijuana. The benefits of knowing what exactly is being consumed is priceless. Additionally, through economies of scale and efficient management, Harbor House aims to compete with black market pricing to provide an obvious value proposition. As additional licensure is granted within the City of Chelsea and Suffolk County, we expect the increase in supply to adversely affect demand at Harbor House. The City of Chelsea alone aims to approve marijuana licensure commiserate to the number of liquor licenses in the municipality. Additionally, large marijuana establishments throughout Boston and metro areas threaten to provide centralized convenience. Through careful observation of local competitors, Harbor House aims to remain competitive against additional marijuana facilities by methods including, but not limited to:

- o Marijuana strain choice
- o High quality plant phenotypes
- o Diverse product mix
- o Superior customer service
- o Unique brand experience

Additionally, threats to the marijuana industry cannot be explained without mentioning the precarious nature of its status within federal law. As cannabis remains a Schedule 1 substance, federal law conflicts with the status of recreational marijuana within the Commonwealth of Massachusetts. Due to the prevailing sentiment of legalized marijuana in the United



States, no actions have been taken against the industry by the federal government, yet. As the country grows more accustomed to the idea of legalized marijuana (as evidenced by recent polls), Harbor House expects this threat to subside in the following years. As such, Harbor House can and will do everything in its power to fully comply with 935 CMR 500, maintain stringent standards towards recordkeeping and financial information, and implement best practices to mitigate the federal risk. However, we do acknowledge the possibility that the industry at large can collapse. What are the most important activities being performed in order to make the facility successful? Production: Crop cycles and rotation are key to maximizing supply and filling customer demands. Through tracking sales at the store, we will know what we need to grow more of to manage demand. The general manager will be in charge of overseeing the cycles and adequately keeping each rotation in its proper location. Each cycle will be lollipoped, topped, trellised, pruned, and harvested on a fixed schedule. The cycles will also be sprayed with preventive organic fungicides and pesticides to prevent the risk of pests or molds. Bulbs will be changed every 5-7 months to provide the most adequate lumens for photosynthesis. Growing climates are documented twice daily to provide the most comprehensive data needed to produce a perfect



growing environment. Problem Solving: We believe education is the foundation of problem solving.

Employees need to be taught the expected "outcome," and the nuances of both the "raw product" and

"processes" needed to achieve that outcome. Managers and leaders must be good trainers. Failure

happens and can be learned from, but most failure can be prevented by comprehensive and forward-

looking cooperation. We will exercise effective planning, organizing, and cooperating to result in

potential obstacles being identified before they are manifested. Value Propositions Harbor House's

dispensary will create a professional, informative, and innovative environment for our customers.

Shopping at our store will be of value to our customers because they will not only have the opportunity

to purchase marijuana, they will also be able to shop in our retail store for culturally-related products.

Having the two categories will give every customer a shopping experience with the opportunity to

purchase something in their price range. The dispensary will provide products for people who do not

consume marijuana but are still involved with the culture. No customer will be left behind. Harbor

House will have a large variety of retail products for sale. This will allow the Company to target every

angle of the cannabis culture. The website shall be concise, informative, and clearly display any relevant



information pertaining to Harbor House and its products offered. Blogs and forums on our website will allow us to gain a stronger social media following than any of our competitors. Harbor House is unique due to the use of vertical integration that allows us to make and sell our own cannabis, MIPs, extracts, and merchandise. Harbor House's operations will offer an extravagant selection of hand picked elite genetics. All cannabis will be grown in a lab, fed properly, cured properly, and stored properly. During the entire growing process 1-3 people will touch each plant protecting valuable resin glands and trichomes. All marijuana and derivative products will be tested prior to manufacturing, extraction production and packaging to ensure contaminant-free purity and potency. An independent laboratory that is accredited according to the International Organization for Standardization (ISO) 17025; or is certified, registered or accredited by an organization approved by DPH will perform testing. Lab testing will analyze the cannabinoid profile of each strain, potency, along with mold, mildew, heavy metals, plant-growth regulators and the presence of non-organic pesticides required by the DPH. Should a random sample be contaminated, the entire harvest or batch that sample originated from will be quarantined and tested. Batches associated with positive samples will be discarded according to waste



disposal protocols. Only independently tested products that meet high quality standards will be dispensed. Knowing the contents of our cannabis products will help the customer decide which strain is best for his/her needs, while ensuring their best interests while using our products. Harbor House employees will receive monthly goals. Small perks and incentives will be given out each month for individuals meeting these goals. Managers will have larger goals to meet each year. Meeting these goals will result in bonuses. Harbor House will create optional surveys for customers to rate our products. This information will be used to drive decisions on product production. There will be a suggestion box at the dispensary. This will be located in a spot which every customer will pass entering and exiting the store. Customers' suggestions may include new strains for us to carry, new edibles, or any idea they may have for our company. The suggestions will be read at our weekly team meetings. Harbor House will have branded bags, jars, and pop-tops (containers) with Harbor House Collective branding on them.

The Harbor House dispensary has a unique design compared to other dispensaries. Most dispensaries have a hospital waiting room feel, Harbor House will have a comfortable bohemian boutique motif and atmosphere. The retail store will be equipped with two flat screen TVs that will display 3-D images of the



flowers cultivated by Harbor House, along with compliance, safety, and pricing details. This design will give a technologically advanced customer experience that will leave a lasting impression. Tasteful logo placement viewable from the sidewalk or street front, our distinctive original logo, a beautiful retail storefront, informative customer service, and an innovative attitude towards the industry will set Harbor House's dispensary apart as truly unique. Harbor House's marijuana will consistently be the highest quality and will be lab tested to ensure contaminant-free purity and potency. Customers will know what to expect and will not be disappointed. Assigned employees will gather information from websites and local competing dispensaries. There will be a survey sheet that each employee must fill out whenever researching a competing company. Harbor House will offer daily specials and have a rewards system to offer discounts and give customers incentive to show loyalty. We will implement a loyalty program based on accumulating points that can be exchanged for both cannabis products and/or non-cannabis products. Harbor House's shelves will be stocked full of different styles of pipes, vaporizers, and storage containers. Our wide range of products will make our marijuana easily usable and enjoyable. Consumer education is key in this emerging industry; we will offer a diverse spectrum of goods and a



knowledgeable staff to help guide customers in their decisions. We will offer two different cultivation practices in order to diversify our product offering. One practice uses soil and one uses soilless mediums. The customer will be able to see first hand the differences between soil and soilless grown marijuana to decide first hand what products they prefer. This unique strategy exemplifies “unity in the community”, as we seek to educate and inform our customer base in the science behind our quality driven cultivation strategies. Harbor House value propositions:

- Harbor House is a consumer driven company.
- Harbor House’s success is based upon its understanding of the consumer.
- Harbor House’s consumer focus is not limited by cultural, ethnic, or national boundaries.
- Harbor House believes in doing business ethically, honestly, and confidentially.
- Harbor House believes solid, honest relationships within and outside the company are key to success.
- Harbor House believes brand loyalty is based on quality, variety, and knowledge.
- HHCC believes the best way to sell is to make it easy to buy the highest quality cannabis.
- Harbor House believes that charity and giving is an important part of the company’s purpose.



- Harbor House believes its products should be made in lab quality rooms with the highest standards.
- Harbor House believes in standing out by being different, creative, and setting a new standard.

Marketing and Sales

Harbor House Collective has developed a logo to be used in labeling, signage, and other materials. There is no use of medical symbols, images of marijuana, related paraphernalia, and/or colloquial references to cannabis.

All Cannabis and Cannabis products will be displayed in secure, locked cases. These cases have a clear front and top glass in order to allow the consumer to visually inspect product compliant with 935 CMR 500.110. Authorized marijuana establishment agents may remove a sample of cannabis or cannabis products from the case and provide it to a consumer for inspection, provided the sample is not used for anything other than inspection. There will be no consumption on premises at anytime. Prices will be printed on menu boards strategically placed throughout the retail store, as well as on our private website. Harbor House Collectives website will be regulated by age verification run by ageverify.co. All web users visiting the website will be greeted by an initial page that will verify age through birthdate,



once age is confirmed web users can navigate the HHC website. Harbor House will immediately be paying to advertise with Weedmaps, Leafly, local magazines, social Media, and newspapers, and other avenues that expect at least 85% target audience over the age of 21. These are websites and literature that are read frequently in the cannabis culture and will help raise company awareness. Social media is one of the most effective ways to communicate in this generation. Harbor House will be posting strain reviews, industry news, hosting forums, and providing a growers' blog throughout our multiple social media sites. All of these sites will provide links to our website. Bud tenders are required to attend bud tastings whenever the warehouse harvests a new strain. This will allow the bud tenders to have a first hand account of our product and give customers personal opinions to help drive sales. This knowledge base will also be used to upsell our top shelf products.



HARBOR HOUSE

COLLECTIVE

Communication is of upmost importance at Harbor House. How employees communicate with customers will strongly influence what the customer purchases and if they will come back. Our non-verbal communication will be impeccable. Employees will be dressed to impress, have professional



stature, look customers in the eyes when they speak, and have a caring and inviting air about them. We will listen to the customer and give them our most educated opinion on what will be the best product for them. All employees will be required to have in depth knowledge about all retail items being sold, regardless of which side they work on. All retail artists will be strongly encouraged to meet employees of Harbor House by the grand opening party at the latest. We believe that having a personal relationship with the artist will improve an employees' capability to sell their art and connect with the local community. The dispensary will also contain a tablet that the customers may use in order to get bud recommendations electronically. Customers will read full descriptions and see pictures of the marijuana on the tablet and then may ask the bud tenders any remaining questions. This will make Harbor House more efficient and will be a technologically advanced way of impressing customers. All sales will be made with cash or debit cards. We will have advance order systems set up at Harbor House to make the shopping experience as quick as possible for customers who know what they want. Customers will be able to place orders online, which we will have packaged and ready for payment upon their arrival. We will also have office phones which they may call and place orders. This will make purchasing our



products as efficient as possible. All of Harbor House's non-cannabis retail products will also be sold online. These products may be purchased by anyone in the United States who has a working debit or credit card. Customers buying marijuana will have an immersive experience in the dispensary. They will receive their purchase in a unique Harbor House logo package. Our delivery will give customers a sense of status and they will have something with our logo on it to show off to friends and family after leaving our dispensary. The dispensary will have a voluntary sign up sheet to receive e-mails and text messages from Harbor House. This service will be optional to prevent customers from feeling like they are getting spammed. Customers who choose to sign up will receive an automated thank you message whenever they make a purchase at Harbor House. They will also receive promotional communications sporadically. Employees will encourage customers to rate us online. This will also give us time to build a trusting relationship with customers before they rate us. Harbor House will have a customer appreciation event every year. This will be to celebrate our culture and give back to our customers/community directly for showing their loyalty. Marketing to: • Locals: Dedicated personal assistance. This is the most personal relationship the dispensary may have with a customer. We will take interest in our patients' lives and



needs. Fostering these relationships will bring loyalty and allow us to give the best customer service

experience as possible. We will reach out to all customers to become loyal customers of Harbor House. •

Visitors: Our average customer will be treated with respect and dignity. They will get personal assistance

equally, as will all customers. We will reach out to these customers through social media marketing,

Harbor House brand clothing, and podcast/radio. These lines of communication will allow us to reach

the masses with automated messages, but still give them a personal shopping experience. • Internet

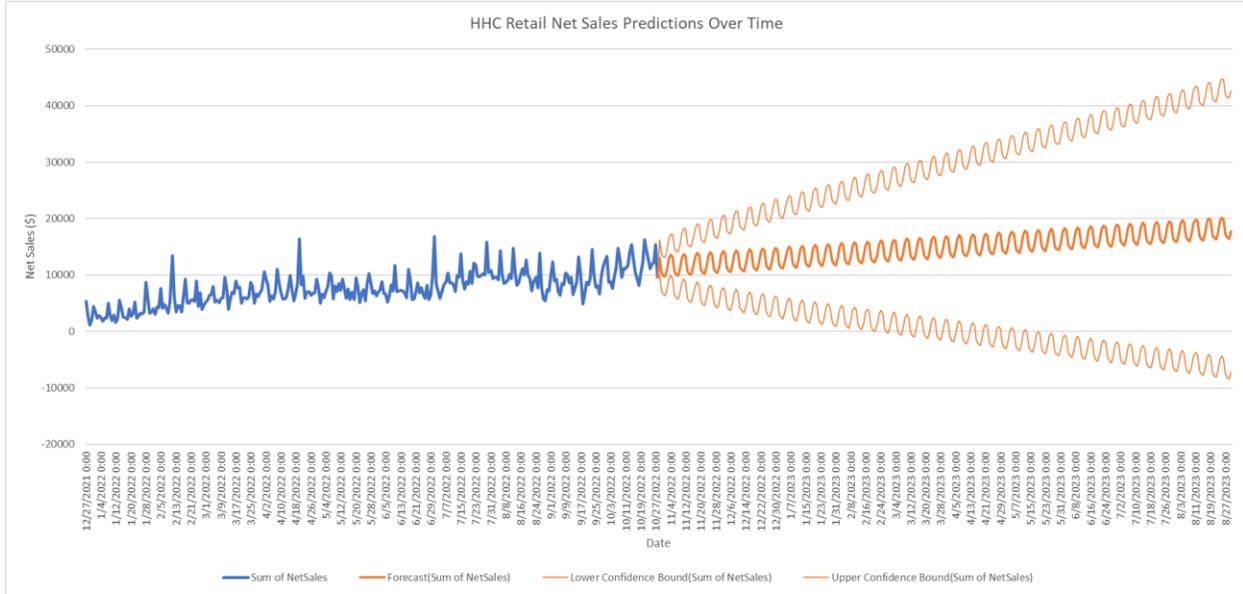
Customers: This customer segment has no personal interaction with Harbor House employees. They do

play a very important role in setting trends and spreading the word about our retail products. We will do

our best to engage them in our online blogs, forums, and social media sites. These customers will be

great to help our online marketing.

Sales and Projections



ADMIRAL INSURANCE COMPANY

A Delaware Corporation

COMMERCIAL LINES POLICY

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

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

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

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

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



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

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

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



Carrier: Admiral Insurance Company
Named Insured: JOLO CAN LLC
DBA HARBOR HOUSE COLLECTIVE

IMPORTANT – POLICYHOLDER NOTICES

OFAC ADVISORY NOTICE

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

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

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

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

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

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



Carrier: Admiral Insurance Company

Named Insured: JOLO CAN LLC
DBA HARBOR HOUSE COLLECTIVE

IMPORTANT – POLICYHOLDER NOTICES

NOTICE

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



COMMON POLICY
DECLARATIONS

Carrier: Admiral Insurance Company

Policy No.: CA000041364-02

Renewal/Rewrite of: CA000041364-01

Named Insured and Mailing Address

JOLO CAN LLC
DBA HARBOR HOUSE COLLECTIVE
(REFER TO NAMED INSURED ENDORSEMENT)
80 EASTERN AVE.
CHELSEA, MA 02150

POLICY PERIOD: From 06/23/2022 to 06/23/2023 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS: LLC

BUSINESS DESCRIPTION: CANNABIS CULTIVATOR, MANUFACTURER, EXTRACTOR, AND RETAIL

AUDIT PERIOD: Annual

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

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

Commercial General Liability Coverage

Products/Completed Operations Liability Coverage

PREMIUM: \$38,171.00

TERRORISM PREMIUM:

TOTAL PREMIUM: \$38,171.00

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

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

Countersigned On: 6/30/2022

By: [Signature]
Authorized Representative

At: Mount Laurel, NJ

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



**COMMERCIAL GENERAL LIABILITY
COVERAGE PART
DECLARATIONS**

CARRIER **Admiral Insurance Company**

POLICY NUMBER **CA000041364-02**

LIMITS OF INSURANCE

Each Occurrence Limit	\$	3,000,000	
General Aggregate Limit	\$	3,000,000	
(Other Than Products- Completed Operations)			
Products - Completed Operations Aggregate Limit	\$	3,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	EXCLUDED	Any One Person

RETROACTIVE DATE

March 26, 2021

PREMIUM

Classification	Code	Premium Basis	Rate	Per	Advance Premium
MARIJUANA - RETAIL STORES - NO ON PREMISES-CONSUMPTION	19991	\$9,950,000	\$3.78	\$1,000 Sales	\$37,611.00
ELECTRONIC CIGARETTE OR VAPORIZER PRODUCTS	59776	\$50,000	\$11.20	\$1,000 Sales	\$560.00
<hr/>					
Total Advance Premium					\$38,171.00
Minimum Term Premium					\$38,171.00

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

SCHEDULE OF FORMS

Named Insured: JOLO CAN LLC
DBA HARBOR HOUSE COLLECTIVE

Policy No.: CA000041364-02

FORM NUMBER	TITLE
JA10010720	COVER JACKET - ADMIRAL INSURANCE COMPANY
DE20010820	COMMON POLICY DECLARATIONS
DE20020820	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
AI67040920	CLAIM REPORTING NOTICE ADDRESS INFORMATION
AI00180398	SCHEDULE OF FORMS
CG00020413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
AD69610319	CANNABIS BUDTENDER PROFESSIONAL LIABILITY INSURANCE COVERAGE
CG20011219	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG20111219	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG20121219	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG20151219	ADDITIONAL INSURED - VENDORS
CG20181219	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
CG20341219	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
CG21060514	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21351001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG21651204	TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION
CG21750115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG24260413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG24500615	LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT
IL00171198	COMMON POLICY CONDITIONS
IL00210702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
AD06620204	EMPLOYEE BENEFITS LIABILITY COVERAGE CLAIMS MADE COVERAGE
AD07400207	CROSS LIABILITY EXCLUSION
AD07431211	KNOWN EVENT INCIDENT INJURY OR DAMAGE EXCLUSION
AD07460704	LIMITATION OF COVERAGE TO OPERATIONS PERFORMED IN DESIGNATED STATES
AD07850195	NAMED INSURED ENDORSEMENT
AD08420216	BODILY INJURY REDEFINED
AD08680217	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
AD66000511	LEAD EXCLUSION (ABSOLUTE)
AD66010715	PUNITIVE DAMAGE EXCLUSION
AD66080705	ASBESTOS EXCLUSION (ABSOLUTE)

AD66090721	MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT
AD66110511	DEDUCTIBLE LIABILITY INSURANCE
AD67720617	PRIOR PRODUCTS AND OPERATIONS EXCLUSION
AD68760621	MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS EXCLUSION EXCEPT BODILY INJURY CAUSED BY YOUR PRODUCT
AD68860519	INJURY TO WORKERS EXCLUSION JOINT FORM
AD68890321	SPECIAL JOINT FORM CLAIMS MADE
AD69160215	FIREARMS EXCLUSION ABSOLUTE
AD69530120	HEALTH HAZARD EXCLUSION (LIMITED) - MARIJUANA BUSINESSES
AD69580819	PREMIUM AUDIT WAIVER
AD69590222	VAPORIZING DEVICE LIABILITY COVERAGE (CGL COVERAGE FORM)
AD69600319	FAILURE TO MAINTAIN AND COMPLY WITH CANNABIS LICENSE EXCLUSION
AD69620319	ADDITIONAL INSURED - TRADE SHOW SPONSOR - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU (MARIJUANA BUSINESSES)
AD66620705	SILICA EXCLUSION (ABSOLUTE)
AD66650909	SPECIFIED OPERATIONS ENDORSEMENT
AD66690905	SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY
AD67080222	OCCUPATIONAL DISEASE EXCLUSION (ABSOLUTE)
AD67380819	AUTO EXCLUSION (ABSOLUTE)
AD67600415	PREMIUM BASIS DEFINITION-GROSS SALES

AD67690413	ELECTROMAGNETIC RADIATION EXCLUSION
AD69730120	VAPORIZING DEVICE AND VAPORIZING CARTRIDGE LIABILITY COVERAGE
AD69780220	DESIGNATED PRODUCTS EXCLUSION - FAILURE TO COMPLY WITH STATE REGULATION OR LAW - CANNABIDIOL
AD69900621	LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE - GOVERNMENT-ORDERED WITHDRAWALS ONLY (MARIJUANA BUSINESS)
AD69960621	DESIGNATED PRODUCTS EXCLUSION - VAPORIZING RELATED PRODUCTS
AD70040821	INTELLECTUAL PROPERTY EXCLUSION (ADVERTISING INJURY)
AI08440416	LIMITATION OF EXTENDED REPORTING PERIODS (CGL Coverage Form)
AI08480320	DESIGNATED PRODUCTS, SUPPLEMENTS AND ADDITIVES EXCLUSION
AI44020821	SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM REPORTING NOTICE ADDRESS INFORMATION

This endorsement modifies insurance provided under the following:

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

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

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

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

Or E-mail to: admclaims@admiralins.com

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or

- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

q. Recording And Distribution Of Material In Violation Of Law

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

- (1) The offense was committed in the "coverage territory";
- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

p. Recording And Distribution Of Material In Violation Of Law

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

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

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

c. Damages under Coverage B.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.Notice of an "occurrence" or offense is not notice of a claim.
- b. If a claim is received by any insured, you must:
 - (1) Immediately record the specifics of the claim and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - i. No Retroactive Date is shown in the Declarations of this insurance; or
 - ii. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
 - (ii) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";

- (iii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (v) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

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

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

10. Your Right To Claim And Occurrence Information

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

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

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

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

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

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

SECTION V – EXTENDED REPORTING PERIODS

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

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

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

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

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

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

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

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

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

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

General Aggregate Limit

Products-Completed Operations Aggregate Limit

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

SECTION VI – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

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

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

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

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

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

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

 - (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
 - (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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

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

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

**CANNABIS BUDTENDER
PROFESSIONAL LIABILITY INSURANCE COVERAGE**

**CLAIMS-MADE COVERAGE
ADDITIONAL DECLARATIONS SCHEDULE**

Limits Of Insurance	
Each Claim Limit - Including Claims Expenses (Payments from this limit reduce the Each Occurrence Limit shown in the Declarations)	\$ 100,000
Aggregate Limit for All Claims - Including Claims Expenses (Payments from this limit reduce the General Aggregate Limit shown in the Declarations)	\$ 100,000
Deductible	
Applicable to Each Claim (Payments under this deductible reduce the General Aggregate Limit shown in the Declarations)	\$ 2,500
Coverage Retroactive Date	
Retroactive Date applicable to this coverage: 03/26/2021 for this policy	

THIS IS A CLAIMS-MADE COVERAGE. PLEASE READ THIS POLICY AND THIS COVERAGE CAREFULLY. THE LIMITS OF INSURANCE AVAILABLE WILL BE REDUCED BY THE AMOUNTS PAID FOR DAMAGES AND CLAIM EXPENSES.

Certain terms are defined in the policy to which this coverage is attached. Words that are in quotation marks throughout this coverage are defined terms within the DEFINITIONS section of this coverage. Where words and phrases are defined in this coverage and elsewhere in this policy, the words and phrases will have the meaning described in this coverage.

In consideration of the premium paid, in reliance upon the statements in the Application(s) and subject to the terms and conditions of this coverage and the policy to which it is attached, we agree with the Named Insured as follows:

Except to the extent coverage is afforded under **COVERAGE D - PROFESSIONAL LIABILITY** below, this insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or damages of any kind, including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with past, present or future claims or “suits” arising in whole or in part, either directly or indirectly, out of the rendering of or the failure to render any professional service by or on behalf of any “Insured”.

COVERAGE D - PROFESSIONAL LIABILITY

COVERAGE D - I. INSURING AGREEMENTS

- A. We will pay on behalf of the Named Insured those amounts which the Named Insured is legally obligated to pay as “damages” caused by a “professional incident” taking place within the “coverage territory” and occurring in its entirety after the Retroactive Date shown in the ADDITIONAL DECLARATIONS SCHEDULE above and before the end of the policy period, for which a “claim” is first made against the Named Insured during the policy period or any extended reporting period we provide.
- B. We have the right and duty to defend any “claim” brought against the “Insured” seeking “damages” caused by a “professional incident” to which this coverage applies, including the right to appoint counsel to defend the “Insured”, and will do so even if any of the allegations of the “claim” are groundless, false or fraudulent. We may make such investigation of any “claim” as we deem expedient. Our right and duty to defend ends when we have used up the applicable Limits of Insurance in the payment of “damages” and/or “claim expenses”, or have tendered the applicable Limits of Insurance to a court of competent jurisdiction. We have no obligation or duty under this coverage to defend any “claim” for which coverage is excluded hereunder or not otherwise afforded by this coverage and we are not obligated hereunder to pay any “claim expenses” incurred by the “Insured” in the defense of any “claim” not covered by this coverage.
- C. We will have the right to make any settlement of a “claim” under this coverage. We shall retain the right and duty to defend any “claim” brought against the “Insured” seeking “damages” caused by a “professional incident” to which this coverage applies, including the right to appoint counsel.

COVERAGE D - II. DEFINITIONS

A. “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:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. 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”.

B. “Claim” means:

1. A written demand for money or services received by any “Insured” resulting from a “professional incident”.
2. Service of “suit” against an “Insured”.

“Claim” includes “related claims”. “Related claims” means two or more “claims” arising out of a “professional incident” or “professional incidents” that are logically or causally connected.

C. “Claim expenses” means:

1. Fees, costs and expenses resulting from the investigation, adjustment, settlement and defense of a “claim”.
2. Allowable expenses of \$250 per day but no more than \$5,000 in total for the compensation of all “Insureds” for personally attending any legal proceeding at our request. These allowable expenses shall not be applied to the applicable Limit of Insurance or to the Deductible.
3. The premiums for appeal, attachment or similar bonds, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
4. Prejudgment interest awarded against the “Insured” on that part of any covered judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
5. All interest on the full amount of any covered judgment that accrues after entry of the judgment and before we have paid, offered to pay, or have tendered or deposited to a court of competent jurisdiction the part of the judgment that is within the applicable Limits of Insurance.

“Claim expenses” do not include:

1. Salaries or expenses of our regular employees or officials;
2. Fines, penalties, or taxes levied against the “Insured”;
3. Fees, costs, or expenses incurred by the “Insured” without our prior written consent. These unilaterally incurred fees, costs, or expenses will not be reimbursed by us nor reduce the deductible under the policy.

D. “Damages” means a monetary and compensatory judgment, award or settlement.

However, “damages” shall not include:

1. Any “damages”, which are a multiple of compensatory “damages”, taxes or fees;
2. Amounts the “Insured” is required to pay or return as restitution;
3. Fines, penalties, sanctions, taxes or fees, assessed against the “Insured”;
4. Judgments or awards arising from acts deemed uninsurable by law;
5. Fees or charges, including over-charges or cost overruns incurred by any “Insured”;
6. Collecting fees of an “Insured” from a third party;
7. The return of fees or other compensation paid to an “Insured”;
8. Non-pecuniary relief.

E. “Insured” means:

1. The Named Insured;
2. Your principals, partners, executive officers, directors, members, managers, stockholders, trustees, and current and former employees while acting on your behalf within the course and scope of their duties as such;
3. In the event of death or incapacity of any “Insured”, their legal representative in his or her capacity as such, for any “claim” against the “Insured”;
4. A temporary worker under your supervision, who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

- F. “Intellectual property” means property that is created through the intellectual efforts of its creator which is claimed to be protected by law.
- G. “Other insurance” includes, but is not limited to, coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, inter-insurance exchanges, mutual insurance companies, stock insurance companies, risk retention groups, reciprocal exchanges, mutual benefit or assistance programs, or any other plan or agreement of risk assumption.
- H. “Professional incident” means a negligent act, error or omission in the rendering of or failure to render “professional services” by the Named Insured or the Named Insured’s “employee” while acting under the Named Insured’s direction, control or supervision.

All “professional incidents” that are logically or causally connected will be deemed one “professional incident” that, for the purpose of determining coverage under this policy, occurred at the time of the earliest act, error or omission.
“Professional incident” also means “occurrence” for “claim” reporting purposes.
- I. “Professional services” means advice or instructions directly related to “your product”.

“Professional services” does not include any services performed by any “Insured” which actually or allegedly result in the failure of goods, products or services to conform with any statement of quality or performance made in any “advertisement”, or in the violation of any false advertising, unfair business practices, unfair trade practices or unfair competition law or regulation.
- J. “Suit” means a civil proceeding in which “damages” resulting from a “professional incident” are alleged. “Suit” includes an arbitration proceeding to which the “Insured” is required to submit or to which the “Insured” has submitted with our consent. “Suit” includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such “damages” are claimed and to which the “Insured” submits with our consent.

COVERAGE D - III. EXCLUSIONS

This coverage does not apply to:

- A. A “claim” made by an “Insured” against any other “Insured”;
- B. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, a dishonest, fraudulent, criminal or malicious act;
- C. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, the insolvency or bankruptcy of any “Insured” or any person, firm or organization;
- D. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, discrimination, violation of civil rights, or any allegation that a person was subjected to unfair treatment or a denial or reduction of benefits, privileges or accommodation in violation of any law, statute, ordinance or regulation designed to ensure equal access to opportunities, goods, services, facilities, and accommodations;
- E. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, any “Insured’s” activities as owner, sole proprietor, superintendent, executive officer, director, partner, trustee or employee of any organization which is not shown as a Named Insured on this policy;
- F. Any “claim” based upon or arising out of, directly or indirectly, in whole or in part, any piracy or unfair competition, unfair or false advertising, unfair trade practice or unfair business practice; or any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade name, trade dress, service mark, domain name, trade secret or any other violation of an “intellectual property” right or law;
- G. Any “claim” based upon or arising out of, directly or indirectly, in whole or in part, “bodily injury”, “property damage”, or “personal and advertising injury”;
- H. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, liability you assume under any contract or agreement; however, this exclusion does not apply to liability you would have in the absence of such contract or agreement;
- I. Any “claim” against an “Insured” that is brought by or on behalf of any federal, state or local government agency or professional or trade licensing organization; however, this exclusion shall not apply where the “claim” alleges a “professional incident”;
- J. Any “claim” alleging, in whole or in part, directly or indirectly, an “Insured” exceeded a contract price, cost guarantee or cost estimate;
- K. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, express warranties or guarantees;
- L. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, fee disputes;

- M. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, the deficiency or malfunction of any product, any process or technique that is not described in the definition of “professional services” or any product or equipment which is sold, manufactured or furnished by or on behalf of the “Insured”;
- N. Any “claim” based upon or arising out of, directly or indirectly, any “claim” or circumstance that is reported to any other insurer by any “Insured” prior to the effective date of this coverage;
- O. Any “professional incident”, condition, circumstance or event that is or was known to any “Insured” prior to the earliest of the beginning of the policy period shown in the Declarations of this policy or the effective date of this coverage, whichever is later;
- P. Any “claim” based upon or arising out of, directly or indirectly, any refusal to employ, termination of employment, or coercion, demotion, discipline, evaluation, reassignment or other employment-related act, omission, policy or practice. This exclusion applies whether you are held liable as an employer or in any other capacity;
- Q. To “bodily injury”, “property damage”, “personal and advertising injury” or “professional incident” arising out of:
 - 1. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 - 2. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. Any therapeutic service, treatment, advice or instruction;
- R. Any “claim” based upon or arising out of, in whole or in part, directly or indirectly, the failure of goods, products or services to conform with any statement of quality or performance made in any “advertisement”.
- S. Any “claim” based upon or arising in whole or in part out of the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of any solid, liquid gaseous or thermal irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (hereinafter referred to as hazardous substances). Waste includes materials to be recycled, reconditioned or reclaimed.

It is further agreed this insurance does not apply to any “claim”, loss, cost or expense arising in whole or in part out of any:

- 1. Clean up or removal of hazardous substances; or
- 2. Such actions as may be necessary to monitor, assess and/or evaluate the presence, discharge, dispersal, seepage, migration, release, escape, or threat of same, of hazardous substances; or
- 3. Disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
- 4. Government direction, action, order, demand, requirement or request that any “Insured” test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of, hazardous substances.

COVERAGE D - IV. LIMITS OF INSURANCE AND DEDUCTIBLE

For the purposes of this coverage, the LIMITS OF INSURANCE section of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the Limits of Insurance shown in the ADDITIONAL DECLARATIONS SCHEDULE above for this COVERAGE D.

- A. The Limits of Insurance shown in the ADDITIONAL DECLARATIONS SCHEDULE above are the maximum we will pay regardless of the number of “Insureds”, individuals or organizations that make a “claim”, or the number of “claims” made.
- B. Limit of Insurance – Aggregate Limit
The Aggregate Limit shown in the ADDITIONAL DECLARATIONS SCHEDULE above, is the maximum amount we will pay for all “claim expenses” and “damages” for all “claims” covered hereunder. Payments from this Aggregate Limit reduce the General Aggregate Limit shown in the policy Declarations.
- C. Limit of Insurance – Each Claim Limit
The Limit of Insurance – Each Claim Limit shown in the ADDITIONAL DECLARATIONS SCHEDULE above, is the maximum amount we will pay for “claim expenses” and “damages” attributable to any one “claim” covered hereunder. Payments from this Each Claim Limit reduce the Each Occurrence Limit shown in the policy Declarations.
- D. Our duty to defend will end when our Limits of Insurance have been exhausted by payment of “claim expenses” and “damages” in any combination or have been tendered to a court of competent jurisdiction.

E. Deductible

The deductible amount stated in the ADDITIONAL DECLARATIONS SCHEDULE above applies to each “claim” and shall be paid by the Named Insured. The deductible applies to “claim expenses” and “damages” and reduces the Limits of Insurance stated in the ADDITIONAL DECLARATIONS SCHEDULE above. We may advance payment of part or all of the deductible amount and upon notification of such payment being made, the “Insured” must promptly reimburse the Company for the deductible amounts advanced by us.

COVERAGE D - V. EXTENDED REPORTING PERIODS

For the purposes of this coverage, the following is added to the EXTENDED REPORTING PERIODS amendment that is made part of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

The Basic and Supplemental Extended Reporting Periods applicable to “bodily injury” and “property damage” also apply to:

COVERAGE D - PROFESSIONAL LIABILITY

and selling “marijuana”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

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

However:

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

2. This insurance does not apply to:

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
- 2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any person or organization that is a vendor of “your products”, but only if coverage as an additional insured-vendor is required by a written contract or written agreement, and provided the “bodily injury” or “property damage” first occurs subsequent to the execution of the contract or agreement.	Any of “your products” covered by this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All premises covered by this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

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

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

However, the insurance afforded to such additional insured:

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

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

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

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

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

ALL PREMISES AND ALL CLASSIFICATIONS

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

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

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

B. The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or “environmental damage” as may be defined in any applicable Coverage Part.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. “Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”.

Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

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

"Insured contract" means:

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

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

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

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

A. Exclusion 2.g. Aircraft, Auto Or Watercraft under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

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

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

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

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

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

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

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

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (e)** “Bodily injury” or “property damage” arising out of:
 - (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (ii)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment”.

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not apply to:

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

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

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

c. Medical expenses under Coverage C;

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

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

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

“Unmanned aircraft” means an aircraft that is not:

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

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

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

- c. Recommend changes.

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

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE CLAIMS MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- 1. Limits of Liability

\$	1,000,000	each claim
\$	2,000,000	aggregate

- 2. Deductible

\$ 5,000	each claim
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- 3. Numbers of Employees ALL
 Premium \$ INCLUDED

- 4. Retroactive Date: 06/23/2022

I. COVERAGES

1. Insuring Agreement

We will pay those sums which you become legally obligated to pay as damages sustained by any employee, former employee, prospective employee or the beneficiaries or legal representatives thereof caused by your negligent act, error or omission or any other person for whose acts you are legally liable in the "administration" of your "Employee Benefits Programs" in the "policy territory". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

We will have the right and duty to defend any suit seeking damages, except,

- (a) the amount we will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE;
- (b) we may, at our discretion, investigate any negligent act, error or omission and settle any claim or suit that may result, and
- (c) our right and duty to defend ends when the applicable limit of insurance has been used up in the payment of judgments, settlements or SUPPLEMENTARY PAYMENTS

This insurance applies to damages only if a claim for damages is first made against you during the policy period. If during this policy period you become aware of any occurrences or circumstances which might result in a claim or claims under this insurance and notice thereof is given to us as soon as practicable in accordance with Section IV, Conditions 2 of the policy, it is agreed that any subsequent claim arising out of such occurrences or circumstances, whether made during or after the expiration of this endorsement period (but no later than sixty days after the expiration of this endorsement period), shall be treated as a claim made during this endorsement period.

A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by you or by us, whichever comes first.

All claims for damages to the same person will be deemed to have been made at the time the first of those claims is made against you.

2. Exclusions

This insurance does not apply to:

- (a) Damages arising out of a negligent act, error or omission which:
 - (1) occurred prior to the policy period or the Retroactive Date shown in the Schedule, whichever is earlier; and
 - (2) you knew or should have known prior to the policy period might result in a claim;
- (b) damages due to any dishonest, fraudulent, criminal or malicious act;
- (c) damages due to libel, slander, discrimination, humiliation, emotional distress, harassment, or termination from employment;
- (d) injury to, or sickness, disease or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- (e) any loss or claim arising out of failure of performance of any contract by an insurer;
- (f) your failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- (g) any claim based upon:
 - (1) failure of stock or other investments to perform as represented by you;
 - (2) advice given by you to an employee to participate or not to participate in stock subscription plans;
 - (3) the investment or non-investment of funds.

II. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - (a) an individual, the person so designated but only with respect to the conduct of a business of which you are the sole proprietor, and your spouse with respect to the conduct of such a business;
 - (b) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to their liability as such;
 - (c) other than an individual, partnership, or joint venture, the organization so designated and any executive officer, director, or stockholder thereof while acting within the scope of their duties as such;
- 2. Each of the following is also an insured:
 - (a) any of your employees authorized to act in the administration of your "Employee Benefits Programs", while acting within the scope of their duties in connection therewith; provided that the insurance shall not apply to any person included as a fiduciary un

der the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto, while acting in their capacity as such.

This insurance does not apply to loss arising out of the conduct of any partnership or joint venture in which you are a partner or member which is not designated in the policy as a "Named Insured".

III. LIMITS OF LIABILITY

The limit of liability stated in the Schedule of this endorsement as applicable to "each claim" is the limit of your liability for all damages included in each claim to which this insurance applies; provided that the term "each claim" includes all claims because of any loss or losses sustained by any one employee or former employee and the estate, heirs, legal representatives, beneficiaries or assigns of such employee or former employee, as the result of any act, error or omission or combination of related acts, errors or omissions.

Subject to the foregoing provisions respecting the limit of liability for "each claim", the limit of liability stated in the Schedule as "aggregate" is the total limit of our liability for all damages because of all losses under this insurance including all SUPPLEMENTARY PAYMENTS.

The inclusion of this endorsement shall not increase our Limits of Liability as stated in the policy.

IV. ADDITIONAL CONDITIONS

All of the conditions of the policy apply except, as respects the insurance provided by this endorsement:

(a) Premium:

The premium stated in this endorsement is an estimated premium only. Upon termination of each annual period of this policy, you, on request, will furnish us with a statement of personnel changes, and the earned premiums shall be computed on the average number of employees at the beginning and end of such period. If the earned premium thus computed exceeds the estimated advance premium, you will pay the excess to us; if less, we will return to you the unearned portion subject to the Minimum Premium for this insurance.

(b) Your Duties in the event of Negligent Act, Error or Omission, Claim or Suit:

If any claim is made against you or if you learn of any occurrences or circumstances which might result in a claim hereunder, written notice shall be given by you as soon as practicable in accordance with the requirements of Condition 2 of the policy.

(c) The following Condition is added:

The Deductible amount shown in the Schedule of this endorsement shall apply to all payments (damages or supplementary payments) under this coverage. The terms and conditions of the Liability Deductible Endorsement attached to this policy apply to the Deductible for this coverage.

(d) The following Condition is added:

If the Retroactive Date shown in the Schedule is earlier than the policy period, this insurance is excess over any other similar insurance purchased by you that is effective prior to the beginning of the policy period. When this insurance is excess, all of the terms and conditions of Section IV-Condition 4.b. apply.

V. DEFINITIONS

When used in reference to this insurance:

"Employee Benefit Programs" means any of the following employee benefit plans and programs maintained for the benefit of your employees or former employees:

(a) group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, salary continuation plans, social security, disability benefits insurance and travel, savings or vacation plans; and

(b) any other employee benefit plan or program added to your "Employee Benefits Program" after the effective date of this endorsement provided that written notice is given to us within 30 days of the effective date thereof and provided further that such addition is endorsed on this policy.

"Administration" means:

(a) providing interpretations and giving counsel to your employees regarding your "Employee Benefits Programs";

(b) handling records in connection with your "Employee Benefits Programs";

(c) the enrollment, termination or cancellation of employees under your "Employee Benefits Programs",

"Policy Territory" means the United States of America, its territories or possessions, or Canada.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

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

It is agreed this insurance does not apply to:

- (1) Any claim made or "suit" brought for damages or liability of any kind by any Named Insured or any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured against any other Named Insured or any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any other Named Insured because of "bodily injury", "property damage" or "personal and advertising injury"; or
- (2) Any claim made or "suit" brought for damages by the spouse, child, parent, brother or sister of any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured as a consequence of (1) above.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN EVENT, INCIDENT, INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

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

Schedule

MA

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed the Named Insured as shown on the Common Policy Declarations is as follows:

**JOLO CAN LLC
DBA HARBOR HOUSE COLLECTIVE
EIGHTY EASTERN AVENUE LLC**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY REDEFINED

This endorsement modifies insurance provided under the following:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Designated Location(s):</p> <p>All locations covered by this insurance.</p>

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

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



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

5. Premium Audit

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE (APPLICABLE TO INDEMNITY AND EXPENSES)

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

No limitations

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

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

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

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

With respect to “property damage” and “personal and advertising injury”, person includes an organization.

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

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Date:03/26/2021

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS-COMPLETED OPERATIONS COVERAGE FORM

A. This insurance does not apply to:

- (1)** Liability, injury or damages of any kind, to include but not limited to “bodily injury”, “property damage”, “personal and advertising injury” arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, bacteria, bacterium, spores, yeast or other toxins, allergens, infectious agents, wet or dry rot or rust, or materials of any kind containing them at any time, regardless of the cause of growth, proliferation or secretion.
 - (a)** At, from or within any premises, site, location or building which is or was at any time owned or occupied by, directly or indirectly managed by, rented or loaned to, used by or for any insured or others;
 - (b)** At, from or within any premises, site, location or building on which any insured or any contractor or subcontractor working directly or indirectly on any insured’s behalf are performing or have completed operations.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
 - (b)** Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY TO WORKERS EXCLUSION – JOINT FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

INJURY TO CONTRACTOR EXCLUSION

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

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

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

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

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

This exclusion applies:

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

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

INJURY TO TEMPORARY, VOLUNTEER OR CASUAL WORKER EXCLUSION

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

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

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

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

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

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

INJURY TO LEASED WORKER EXCLUSION

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

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

This exclusion applies:

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

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

ABSOLUTE EMPLOYERS LIABILITY EXCLUSION

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS – JOINT FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

PRE-EXISTING DAMAGE EXCLUSION

This insurance does not apply to:

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

EMPLOYMENT-RELATED PRACTICES EXCLUSION

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

This insurance does not apply to:

“Bodily injury” to:

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

This exclusion applies:

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

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

This insurance does not apply to:

“Personal and advertising injury” to:

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

This exclusion applies:

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

C. Additional Definitions:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREARMS EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

This exclusion does not apply to:

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

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

A. “Electronic cigarette or vaporizer product” means:

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

B. “Marijuana product” means:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT WAIVER

This endorsement modifies insurance provided under the following:

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

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

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

5. Premium Audit

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VAPORIZING DEVICE LIABILITY COVERAGE
(CGL COVERAGE FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Vaporizing Device Sub-Limits of Insurance:

\$ 1,000,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$ 1,000,000 Aggregate (Included in the Products-Completed Operations Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and Products-Completed Operations Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

Retroactive Date: Effective Date of the first continuously maintained claims made policy with Admiral

- A. Except to the extent coverage is afforded under **COVERAGE D** below, this insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or injury or damages of any kind, including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with a “vaporizing device”.

COVERAGE D – VAPORIZING DEVICE 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” caused by a “vaporizing device” 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” actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with a “vaporizing device” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” caused by a “vaporizing device” and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph 3. Sub-Limits of Insurance below; and
 - (2) Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments, settlements or Supplementary Payments under the insurance provided by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Schedule above or after the end of the policy period; and



(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under this insurance.

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

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with Paragraph a. above.

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

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

2. Exclusions

All exclusions applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY also apply to the insurance provided by this endorsement.

3. Sub-Limits of Insurance

a. The Vaporizing Device Sub-Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. The Aggregate Sub-Limit shown above is the most we will pay for all "bodily injury", "property damage" and Supplementary Payments caused by a "vaporizing device"

c. Subject to Paragraph b. above, the Each Occurrence Sub-Limit is the most we will pay for all "bodily injury" and "property damage" arising out of any one "occurrence" caused by a "vaporizing device". Supplementary Payments reduce the Each Occurrence Sub-Limit.

4. Extended Reporting Periods

For the purposes of this coverage, the following is added to the EXTENDED REPORTING PERIODS amendment that is made part of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

The Basic and Supplemental Extended Reporting Periods applicable to "bodily injury" and "property damage" also apply to: COVERAGE D – VAPORIZING DEVICE LIABILITY

5. Definition

a. "Vaporizing device" means a device designed to provide inhaled doses of cannabis, marijuana, THC, nicotine and/or other chemicals, oils or compounds by delivering a vaporized solution. "Vaporizing device" includes any "component part" of any "vaporizing device". "Component part" means any original part of, or replacement part for, a "vaporizing device" or similar device, and includes, but is not limited to, inhalers, atomizers, and power sources.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FAILURE TO MAINTAIN AND COMPLY WITH
CANNABIS BUSINESS LICENSE EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Specified Operations:

CANNABIS CULTIVATOR, MANUFACTURER, EXTRACTOR AND RETAIL

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that:

**A. Under SECTION I – COVERAGES
COVERAGE A BODILY INJURY AND PROPERTY
DAMAGE LIABILITY**

Item **1.a.(2)** is deleted in its entirety and replaced by the following:

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

**B. Under SECTION I – COVERAGES
COVERAGE B PERSONAL AND ADVERTISING
INJURY LIABILITY**

Item **1.a.(2)** is deleted in its entirety and replaced by the following:

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

C. Under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

The following sentence is deleted in its entirety:

These payments will not reduce the limits of insurance.

And is replaced by the following:

These payments will reduce the limits of insurance.

D. SECTION III – LIMITS OF INSURANCE is deleted in its entirety and replaced by the following:

SECTION III – LIMITS OF INSURANCE

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

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

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

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

- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages, including Supplementary Payments, because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

- 4.** Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages, including Supplementary Payments, because of all "personal and advertising injury" sustained by any one person or organization.

- 5.** Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**;
 - b.** Medical expenses under Coverage **C**;
 - c.** Supplementary Payments;
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages, including Supplementary Payments, because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with

the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCUPATIONAL DISEASE EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO EXCLUSION (ABSOLUTE)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

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

B. Additional Definitions

As used in this endorsement:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM BASIS DEFINITION – GROSS SALES

This endorsement modifies insurance provided under the following:

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

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

Gross Sales

1. Definition

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

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

2. Inclusions

The following items shall not be deducted from gross sales:

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

3. Exclusions

The following items shall be deducted from gross sales:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ELECTROMAGNETIC RADIATION EXCLUSION
(ABSOLUTE)**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VAPORIZING DEVICE AND VAPORIZING CARTRIDGE
LIABILITY COVERAGE
(CGL COVERAGE FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Vaporizing Device Sub-Limits of Insurance:

\$ 1000000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$ 1000000

Aggregate (Included in the Products-Completed Operations Aggregate Limit shown in the Declarations)

Vaporizing Cartridge Sub-Limits of Insurance:

\$ 1,000,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$ 1,000,000 Aggregate (Included in the Products-Completed Operations Aggregate Limit shown in the Declarations)

Vaporizing Device and Vaporizing Cartridge Aggregate Sub-Limit of Insurance:

\$ 1,000,000 Aggregate (Included in the Products-Completed Operations Aggregate Limit shown in the Declarations)

Any and all Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and Products-Completed Operations Aggregate Limit shown in the Declarations.

If Vaporizing Device Sub-Limits of Insurance are not shown, this insurance will not apply to "vaporizer devices". If Vaporizing Cartridge Sub-Limits of Insurance are not shown, this insurance will not apply to "vaporizer cartridges".

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

Retroactive Date: Effective Date for this Policy

- A. Except to the extent coverage is afforded under **COVERAGE D** below, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or injury or damages of any kind, including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with a "vaporizing device" or "vaporizing cartridge".

COVERAGE D – VAPORIZING DEVICE AND VAPORIZING CARTRIDGE 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” caused by a “vaporizing device” or “vaporizing cartridge” 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” actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with a “vaporizing device” or “vaporizing cartridge” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” caused by a “vaporizing device” or “vaporizing cartridge” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph 3. Sub-Limits of Insurance below; and
- (2) Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments, settlements or Supplementary Payments under the insurance provided by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.

- b.** This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" did not occur in whole or in part before the Retroactive Date, if any, shown in the Schedule above or after the end of the policy period; and
 - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under this insurance.
- c.** A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph a. above.

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

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

2. Exclusions

All exclusions applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY also apply to the insurance provided by this endorsement.

The following exclusions also apply.

- a.** When Vaporizing Device Sub-Limits of Insurance are not shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of any “vaporizing device” manufactured, distributed, sold or disposed of by or on behalf of any insured.
- b.** When Vaporizing Cartridge Sub-Limits of Insurance are not shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of any “vaporizing cartridge” manufactured, distributed, sold or disposed of by or on behalf of any insured.

3. Sub-Limits of Insurance

- a. Where shown, the Vaporizing Device Sub-Limits of Insurance, Vaporizing Cartridge Sub-Limits of Insurance and Vaporizing Device and Vaporizing Cartridge Aggregate Sub-Limit of Insurance shown in the Schedule above and the rules below represent the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. Where shown, the Vaporizing Device Aggregate Sub-Limit shown above is the most we will pay for all "bodily injury", "property damage" and Supplementary Payments caused by a "vaporizing device".
- c. Where shown, the Vaporizing Cartridge Aggregate Sub-Limit shown above is the most we will pay for all "bodily injury", "property damage" and Supplementary Payments caused by a "vaporizing cartridge".
- d. Subject to Paragraph b. above, the Vaporizing Device Each Occurrence Sub-Limit, where shown, is the most we will pay for all "bodily injury" and "property damage" arising out of any one "occurrence" caused by a "vaporizing device". Supplementary Payments reduce the Each Occurrence Sub-Limit.
- e. Subject to Paragraph c. above, the Vaporizing Cartridge Each Occurrence Sub-Limit, where shown, is the most we will pay for all "bodily injury" and "property damage" arising out of any one "occurrence" caused by a "vaporizing cartridge". Supplementary Payments reduce the Each Occurrence Sub-Limit.

4. Extended Reporting Periods

For the purposes of this coverage, the following is added to the EXTENDED REPORTING PERIODS amendment that is made part of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

The Basic and Supplemental Extended Reporting Periods applicable to "bodily injury" and "property damage" also apply to: COVERAGE D – VAPORIZING DEVICE AND VAPORIZING CARTRIDGE LIABILITY.

5. Definition

- a. "Vaporizing device" means a device designed to provide inhaled doses of cannabis, marijuana, THC, nicotine and/or other chemicals by delivering a vaporized solution. "Vaporizing device" includes any "component part" of any "vaporizing device" except "vaporizing cartridges". "Component part" means any original part of, or replacement part for, a "vaporizing device" or similar device, and includes, but is not limited to, inhalers, atomizers, and power sources.
- b. "Vaporizing cartridge" means an original part of, or replacement part for, a "vaporizing device" that contains or is designed to contain a liquid or solid substance containing nicotine, cannabinoids and/or other chemicals, oils or compounds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

Schedule

Designated Product(s):

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

ADDITIONAL DECLARATIONS SCHEDULE

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

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

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

SECTION I – LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

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



2. Exclusions

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

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

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

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

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

c. Deterioration, Decomposition Or Chemical Transformation

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

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

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

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

e. Expiration Of Shelf Life

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

f. Known Defect

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

g. Otherwise Excluded Products

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

h. Governmental Ban

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

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

i. Defense Of Claim

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

j. Third Party Damages, Fines And Penalties

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

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

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

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

SECTION III – LIMITS OF INSURANCE

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

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

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

3. Deductible And Participation Percentage Provisions

a. Deductible

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

b. Participation Percentage

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

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

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

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

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

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

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

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

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

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

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

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

d. You and any other involved insured must:

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

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

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

Concealment Or Fraud

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PRODUCTS EXCLUSION –
VAPORIZING RELATED PRODUCTS**

This endorsement modifies insurance provided under the following:

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

Schedule

Designated Product(s):

1. Any and all products manufactured, distributed or sold by, or disposed of by, or in any way used or handled by, or sold under the label of:
 - a. ShenZhen Fest Technology Co., Ltd
 - b. ShenZhen E-Young Technology Co., Ltd
 - c. EFEST
 - d. ShenZhen Mxjo Technology Co., Ltd
 - e. MXJO
 - f. MXJO Tech
2. Any and all batteries except batteries that are embedded into and sealed within an electronic cigarette or vaporizer device and which are inaccessible to and irremovable by the user of the electronic cigarette or vaporizer device
3. Any and all cell phone vaping cases.
4. Any and all “vaporizing devices” manufactured, distributed or sold by, or disposed of by, or in any way used or handled by, or sold by or on behalf of any insured that is powered by batteries other than batteries that are embedded into and sealed within the “vaporizing device” and which are inaccessible to and irremovable by the user of the “vaporizing device”.

“Vaporizing device” means a device designed to provide inhaled doses of cannabis, marijuana, THC, nicotine and/or other chemicals, oils or compounds by delivering a vaporized solution. “Vaporizing device” includes any “component part” of any “vaporizing device”. “Component part” means any original part of, or replacement part for, a “vaporizing device” or similar device, and includes, but is not limited to, inhalers, atomizers, and power sources.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION (ADVERTISING INJURY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF EXTENDED REPORTING PERIODS (CGL Coverage Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE)

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

SECTION V - EXTENDED REPORTING PERIODS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PRODUCTS, SUPPLEMENTS
AND ADDITIVES EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SERVICE OF SUIT

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

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

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



January 27, 2023

Re: Plan for Obtaining Liability Insurance

JOLO CAN LLC dba Harbor House Collective (“Harbor House”) is currently in compliance with 935 CMR 500.105(10) by maintaining general liability and product liability insurance coverage through Admiral Insurance Group, as brokered by Consoles Insurance Agency.

Harbor House currently maintains an aggregate limit of \$3,000,000 surpassing the limit also set by 935 CMR 501.105(10).

Our policy includes general liability and product liability insurance coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for our policy is not higher than \$5,000 per occurrence.

Our current policy includes general liability and product liability coverage of \$3,000,000 per occurrence and \$3,000,000 in aggregate annually. The deductible for our policy is \$2,500 per occurrence.

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1) Purpose:

JOLO CAN LLC dba Harbor House Collective (“HHC”), a Colocated Marijuana Operation in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002 & 935 CMR 501.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Colocated Marijuana Operations means an MTC operating under a License pursuant to 935 CMR 501.000: *Medical Use of Marijuana* and a Marijuana Establishment operating under at least one License pursuant to 935 CMR 500.000: *Adult Use of Marijuana*, on the same Premises. Colocated Marijuana Operations pertain to cultivation, product manufacturing, and retail licenses, but not any other adult-use License.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and

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Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Medical-use Marijuana (or Medical-use Cannabis) means Marijuana that is cultivated, Processed, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Medical-use Marijuana or Marijuana Products means Marijuana Products that are Manufactured, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Protected Patient Records means any document, record or electronic or written communication related to their care provided by a medical-use Marijuana Licensee or establishment or by a Certifying Healthcare Provider that is required to be confidential or protected from disclosure by law.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

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Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2) & 935 CMR 501.105(2)(b).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. HHC management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

4) Alcohol, Smoke, and Drug-Free Workplace

1. HHC believes in a drug-free, healthy, and safe workplace.
2. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
3. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
4. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.
5. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.
6. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
7. Such violations may also have legal consequences.
8. HHC will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a) & 935 CMR 501.110(8)(a), no more than twenty-four (24) hours after the incident occurs.

5) Personnel Records

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1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with HHC and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2) & 935 CMR 501.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. A copy of the application that HHC submitted to the Commission on behalf of any prospective HHC agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training for HHC Agents required under 935 CMR 500.105(2) & 935 CMR 500.105(2): Marijuana Establishment Agent Training & Medical Marijuana Treatment Center;
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
 - k. All background check reports obtained in accordance with 935 CMR 500.030 & 935 CMR 501.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

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- a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. and reviewed by the Chief Compliance Officer and/or Human Resources;
- b. Documentation that references were checked prior to the agent being hired;
- c. Offer letter from HHC to the new agent, including job title and supervision;
- d. Materials submitted to the Commission for agent registration purposes;
- e. Documentation of annual performance reviews;
- f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- g. Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

6) Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer: Gabriel Londono	617-270-1096
Chief Compliance Officer: Richard Su	508-353-4222
Director of Cultivation: Cory Desloge	703-629-7958
Cultivation Manager: Justin Micelli	978-423-3071

7) Board Members and Executives

Owner and President – Miguel Londono
 Owner – Herbert Jordan
 Chief Executive Officer – Gabriel Londono
 Chief Compliance Officer– Richard Su

8) External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300

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Chelsea Fire Department: 617-466-4600
Chelsea Health Department: 617-466-4080
Chelsea Police Department: 617-466-4855
Chelsea City Hall: 617-466-4000

9) Agent and Physical Risk Reduction Measures

1. Agents suspected of diversion will be reported to local law enforcement authorities; and
2. Security checks are in place at the front security office to ensure unauthorized individuals do not gain access to HHC facility.

10) Agent Background Checks

1. In addition to completing agent registration process, all agents hired to work for HHC will undergo a detailed background investigation prior to being granted access to HHC or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Concealed weapon permits;
 - d. DEA controlled substance registrations;
 - e. Professional licenses;
 - f. Driver's license information;
 - g. Docket search of state and federal criminal & civil actions;
 - h. Credit check;
 - i. Bankruptcies, liens & judgments; and
 - j. Healthcare licenses & sanctions.
3. References provided by the agent will be verified at the time of hire.
4. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
5. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by HHC or the Commission.

11) Agent Training

1. HHC will ensure that all agents complete training prior to performing job functions.

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2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program under 935 CMR 500.105(2)(b) & 935 CMR 501.105(2)(b).
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

11.1 Specific Training Requirements

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

1. New hire orientation
 - a. Overview of HHC and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all HHC agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
 - a. Including HHC's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

12) Responsible Vendor Training

1. All current owners, managers and employees of HHC that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. HHC Agents must first take the Basic Core Curriculum, currently provided by BudEducation.
3. On completing the Basic Core Curriculum, a HHC Agent is eligible to take the Advanced Core Curriculum.
4. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.

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5. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor" Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.
6. HHC will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

13) Job Descriptions

13.1 Security Guard

The Security Guard will be responsible for ensuring Harbor House Collective’s facilities, employees, customers, and products are well-secured in accordance with all procedures and policies. As the initial point of contact to all visitors, the guard will oversee signing them in and escorting them through the premises. The Security Guard will also handle all package deliveries, surveille all security monitors and proactively patrol the premises. Other responsibilities include:

- Keeps premises and personnel secure by patrolling property inside and outside, securing access points, and monitoring surveillance footage
- Observe and report any suspicious or unlawful activity
- Protect employees, guests, and the property from harm
- Greets and escorts all visitors, vendors, and other persons through the facility to stop suspicious activity like theft or product diversion
- Handles all incoming packages and deliveries and drivers
- Performs lockup and unlock duties when needed
- Enforce company policies and procedures as well as state law
- Train additional security staff
- Assist anywhere in the facility as needed

13.2 General Manager

The Dispensary Manager ensures that all transactions and the implementation of other retail processes comply with state and local laws and regulations and that service exceeds customer expectations. The Dispensary Manager collaborates to develop and implement practices, policies, and strategies that support a performance and results-driven culture. Other responsibilities include:

- Supervising all operations of the dispensary in compliance with MA rules and regulations

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- Oversee and plan with management the purchasing, pricing, and sale of inventory on a daily, weekly, monthly, and annual basis
- Performs the required duties to record all sales and inventory transactions in accordance with state and local laws and regulations
- Communicate with and direct employees to assist with information gathering for all inventory regarding pickup orders, samples, weekly deals, and menus (online and in-store)
- Adhere to and promote a culture of compliance as it pertains to state and company regulations
- Assist and support staff training in accordance with company and state requirements
- Regularly communicate with The Director of Business Development and update higher levels of management
- Regularly communicate with the marketing department to manage community engagement, store promotions, events, and customer communication across a wide range of platforms
- Manage and communicate staffing needs
- Implements and oversees procedures related to opening and closing of the retail store
- Performs inventory reconciliations daily, weekly, and as needed
- Perform other duties as assigned by upper management

13.3 Assistant Retail Manager

As a startup company, the Assistant Retail Manager will help plan and manage all aspects of day-to-day operations, including but not limited to managing personnel, establishing customer relations, inventory control, and handling the daily ebb and flow of all store matters while adhering to strict state regulations. The Assistant Manager will communicate effectively with all levels of the organization to implement and maintain sales, protocols, policies, and procedures in accordance with company standards. Other responsibilities include:

- Review and assist in receiving all inventories with diligence and accuracy and in accordance with company and state regulations
- Create effective organization and information gathering for all inventory
- Track various sales metrics on a daily, weekly, and monthly basis
- Assist with training of staff according to company guidelines
- Assist in conducting nightly and monthly inventory audits in accordance with company and state guidelines to ensure there is no diversion of inventory, and effectively respond to discrepancies

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- Prepare and effectively lead state inspectors through unannounced inspections
- Maintain records for all necessary documents: delivery and inventory manifests, nightly and monthly inventory counts, necessary employee, and customer information, logbooks, inventory adjustments, and destruction reports
- Perform other duties as assigned by upper management

13.4 Lead Dispensary Agent

The Lead Dispensary Agent is a pivotal role and is the most customer-centric Supervisory role at Harbor House Collective. Lead Agents will serve as Sr. Ambassador for products and as a cannabis guru in the retail department and be a liaison between management goals and sales floor implementation. Other responsibilities include:

- Assist with training of staff according to company guidelines
- Greet and establish rapport with customers
- Assist and guide Agents throughout the sales day to help maintain an efficient and compliant sales floor.
- Assist customers in identifying the cannabis and methods that best fit their individual needs
- Adhere to strict distribution processes and maintain a professional and safe environment for customers and coworkers
- Assist in conducting nightly financial record keeping and auditing the daily sales totals
- Gather and process required customer information, and perform detailed verification while maintaining client confidentiality
- Maintain the professional appearance of the collective by restocking merchandise on the sales floor and participating in basic store clean-up
- Assist in the planning and creation of marketing campaigns.
- Perform clerical tasks, including accurate filing, compiling, and maintaining inventory and records
- Assist in the maintenance of records for all necessary documents: delivery and inventory manifests, nightly and monthly inventory counts, essential employee and customer information, logbooks, and destruction reports
- Other duties as needed/required to meet goals
- Perform other duties as assigned by upper management

13.5 Dispensary Agent

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The Dispensary Agent will be one of the most critical roles and the most forward-facing customer service position at Harbor House Collective. Agents will serve as the ambassador for products and as a cannabis guide in the retail department. Other responsibilities include:

- Greet and establish rapport with customers
- Assist customers in identifying the cannabis and methods that best fit their individual needs
- Adhere to strict distribution processes and maintain a professional and safe environment for customers and coworkers
- Gather and process required customer information, and perform detailed verification while maintaining client confidentiality
- Maintain the professional appearance of the collective by restocking merchandise on the sales floor and participating in basic store clean-up
- Perform clerical tasks including accurate filing, compiling, and maintaining inventory and records
- Other duties as needed/required to meet goals

13.6 Inventory Agent

The Inventory Lead aids in the dispensary's secure internal procedures for the receipt, transport, storage, and organization of product inventory. Duties include, filling in-store and online orders with the correct products, performing daily audits of all inventory in-store, and maintaining a clean and organized workspace and vault area. This is a team-oriented position. Other responsibilities include:

- Coordinate with the Inventory Manager and General Manager to ensure the adequate stocking of products throughout the day
- Perform daily, weekly, and monthly audits as instructed by the Inventory Manager
- Follow all hygiene and sanitization guidelines per standard operating procedures (SOPs)
- Maintain the organization and overall cleanliness of the department and product storage areas
- Maintain appropriate levels of supplies, notify Inventory Manager of low stock
- Alert the General Manager or Inventory Manager of any product quality, packaging, or labeling concerns
- Organize all products by SKU, commodity group, and METRC tags in the vault and vault for sale
- Ensure there is always clear separation between all products

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- Ensure that the fulfillment of all POS or Online Orders are accurately packaged into bags with correct quantities, including all packaging and labelling that meets all local and state requirements
- Attentive to all tickets printed, fulfill orders in an orderly and timely process
- Organize and file all bags from incoming orders, communicate any issues or problems with orders to Inventory Manager
- Make sure all correct product is saleable or unsaleable through POS

13.7 Wholesale Manager

The Wholesale Account Manager will explore, create and maintain positive working relationships, keep wholesale customers informed on Harbor House Collective brand development, drive Harbor House Collective revenue and margin, and effectively manage and communicate the product pipeline. Other responsibilities include:

- Act as a primary point of contact for wholesale customers providing a high level of customer service via phone, email, or in person.
- Develop strong relationships with decision-makers within accounts
- Ability to identify, qualify and generate new business through extensive prospecting and research
- Travel within Massachusetts and eventually beyond to meet with wholesale vendors and companies
- Forecast weekly, monthly, quarterly, and yearly sales and effectively communicate internally for production planning
- Emphasize product/service features and benefits, quote prices, discuss credit terms, and prepare sales order forms and/or reports while accepting, investigating, and troubleshooting customer service issues
- Execute pre-booking and program sales during key times of year for current and new business
- Build and maintain ongoing awareness of new products and services, competitor activities, and research
- Attend sales and marketing meetings to present our brand value proposition and identify new opportunities
- Where necessary, support marketing efforts such as training, trade shows, exhibits, and other events
- Effectively communicate and represent brand identity and company culture
- Any additional tasks assigned to you by the Wholesale Manager & Director of Business Development

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13.8 Fulfillment Associate

The fulfillment Associate assists with product inventory from point of sale to delivery, onboarding new clients, material handling, sorting, fulfilling orders, labeling, inventory management, quality control, writing manifests, transportation pick-ups and sending delivery documents. Other responsibilities include:

- Coordinate with the Wholesale Manager to prepare for shipments
- Perform daily fulfillments of orders as instructed by the Wholesale Manager with high accuracy
- Follow all hygiene and sanitation guidelines per Standard Operating Procedures (SOPs)
- Maintain the organization of all client onboarding files and manifests
- Organize all products by orders in the vault
- Maintain appropriate levels of supplies, notify inventory manager of low stock
- Alert the General Manager of any product quality, packaging, or labelling concerns
- Ensure that the fulfillment of all orders are accurately packaged into bags with correct quantities, including all packaging and labelling that meets all local and state requirements
- Attentive to all tickets printed, fulfill orders in an orderly and timely process
- Ensure correct distribution of all documents pertaining to wholesale
- Fulfill incoming orders with high accuracy
- Effectively utilize the state-mandated point-of-sale software
- Ensure accurate and up-to-date inventory is reflected on our online menu by conducting frequent inventory assessments of products in the fulfillment and point-of-sale areas
- Immediately report any inventory discrepancies to the CCO for further action
- Assist with monthly inventory audits
- Assist with daily opening and closing procedures
- Maintain compliance with all Company policies, standards, values, and procedures
- Participate in staff training and maintain product and industry knowledge
- Perform additional duties, as requested by management

13.9 Production Manager

The Production Manager will help plan and manage all aspects of day-to-day operations, including managing personnel, inventory control and handling the daily ebb and flow of all post-harvest related matters while adhering to strict state guidelines and regulations. The Manager

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will communicate effectively with all levels of the organization to implement and maintain sales, protocols, policies, and procedures in accordance with company standards. The Manager is a key player in ensuring the post-harvest agents operate in compliance with the State of Massachusetts regulations. Other responsibilities include:

- Review and assist in receiving all post-harvest inventories with diligence and accuracy and in accordance with company and state regulations
- Create effective organization and information gathering for all inventory
- Monitor and maintain inventory, ensuring data is entered and accurate
- Investigate and resolve discrepancies and notify the appropriate parties
- Track various metrics on a daily, weekly, and monthly basis
- Assist with training of staff according to company guidelines
- Assist in conducting nightly and monthly inventory audits in accordance with company and state guidelines to ensure there is no diversion of inventory, and effectively respond to discrepancies
- Maintain and record all post-harvest inventory transfers, both physically and via tracking software.
- Establish policies to ensure organization, sanitation and compliance is met in all storage locations.
- Report fulfillment needs to the appropriate parties.
- Perform clerical duties, including data entry and generating procedures.
- Prepare and effectively lead state inspectors through unannounced inspections
- Complete miscellaneous job-related duties as assigned

13.10 Packaging & Procurement Manager

The Packaging and Procurement Manager will develop the packaging schedule for both the cultivation and manufacturing departments and decide how to allocate personnel. They will manage all aspects of day-to-day operations, including managing personnel, inventory control and handling the daily ebb and flow of all production related matters while adhering to strict state guidelines and regulations and following the Master Production Schedule. The Manager will communicate effectively with all levels of the organization to implement and maintain sales, protocols, policies, and procedures in accordance with company standards. The Manager is a key player in ensuring the agents operate in compliance with the State of Massachusetts regulations. The Manager will communicate with all departments on purchasing of hardgoods and all materials while managing an MRP based on production needs. Other responsibilities include:

- Review and assist in receiving all tested inventories with diligence and accuracy and in accordance with company and state regulations

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- Create effective organization and information gathering for all inventory
- Monitor and maintain inventory, ensuring data is entered and accurate
- Investigate and resolve discrepancies and notify the appropriate parties
- Track various metrics on a daily, weekly, and monthly basis. Establish KPIs for employees based on metrics and share these with department leads.
- Assist with training of staff according to company guidelines
- Assist in conducting nightly and monthly inventory audits in accordance with company and state guidelines to ensure there is no diversion of inventory, and effectively respond to discrepancies
- Maintain and record all inventory movements, both physically and via tracking software.
- Allocate inventory between wholesale and retail operations. Manage manifesting and transferring of product to retail.
- Track purchasing metrics by department and against expectations
- Establish policies to ensure organization, sanitation and compliance is met in all storage locations.
- Report fulfillment needs to the appropriate parties
- Perform clerical duties, including data entry and generating procedures.
- Prepare and effectively lead state inspectors through unannounced inspections
- Complete miscellaneous job-related duties as assigned
- Establish vendor relations to leverage best available pricing
- Demonstrate end to end understanding of business needs

13.11 Packaging Supervisor

The Packaging Supervisor is responsible for the production of all final form goods in the packaging room, as well as trimming, quality control and packaging of final product. The main responsibility of this position is to work closely with the Packaging Manager and packaging crew to optimize packaging line efficiency, produce final goods for wholesale and retail, trouble shoot the packaging equipment, and facilitate the training of new packaging employees. The Packaging Supervisor oversees the packaging staff on designated shifts, to achieve operational objectives. The Packaging Supervisor is responsible for ensuring all inventory is up to standards set in place by our company including batch inventory and any associated reconciliation of all packaged goods made at Harbor House Collective. Other responsibilities include:

- Responsible for all final form packaging taking place at Harbor House Collective including preparation of materials, allocation of labels, inventory control, cannabis inventory oversight, maintaining efficiencies while adhering to company SOP's

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- Understands and masters all SOPs for packaging, including grinding, packaging of pre rolls and eighths
- Responsible for maintaining quality product while reaching daily quotas
- Reviewing KPIs to ensure optimal production of goods and operations
- Uphold all standards and procedures pertaining to facility cleanliness, such as cleaning of supplies, workspaces, transition room
- Creating packages in METRC and Leaflogix and making sure it coincides with physical inventory
- Moving packages between packaging room and vault both physically and in Leaflogix/METRC
- Work with management to ensure all steps are being taken to ensure company compliance
- Take instructions and follow direction as delegated by managers to complete weekly team quota
- Set up workstation according to daily goals established by the Packaging Manager to ensure all packaging goals between the 3 licenses are met
- Always adhere to state and company policies, following appropriate Standard Operating Procedure according to assigned task
- Verify quality control standards are being met throughout every phase of the production process
- Communicate with Label Maker to ensure labels needed day to day are ready and correct
- Ensure quality control step is taken to verify labels align with corresponding COAs
- Log all green waste into Leaflogix and METRC
- Log all FGI daily into EOD reports and inventory sheets
- Communicate with Production Manager on all procurement needs
- Accurate record keeping abilities
- Close attention to detail - continuously maintaining accuracy and consistency
- Ensure that all products are properly secured and stored
- Package infused products and plant material into proper containers with proper labeling to ensure compliance with state regulations
- Other duties as needed/required to meet goals
- Develop production schedules that can sustain inflow of bulk product to turn into FGI

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13.12 Packaging Lead

The Packaging Lead is responsible for the production of all final form goods in the packaging room, as well as trimming, quality control and packaging of final product. The main responsibility of this position is to work closely with the Production manager and packaging crew to optimize packaging line efficiency, trouble shoot the packaging equipment, and facilitate the training of new packaging employees. The Final Goods Packaging Lead oversee the packaging staff on designated shifts, to achieve operational objectives. The Final Goods Packaging Lead is responsible for ensuring all inventory is up to standards set in place by our company including batch inventory and any associated reconciliation of all packaged goods made at Harbor House Collective. Other responsibilities include:

- Responsible for all final form packaging taking place at Harbor House Collective including preparation of materials, allocation of labels, inventory control, cannabis inventory oversight, maintaining efficiencies while adhering to company SOP's
- Responsible for maintaining quality product while reaching daily quotas
- Uphold all standards and procedures pertaining to facility cleanliness, such as cleaning of supplies, workspaces, transition room
- Creating packages in METRC and Leaflogix and making sure it coincides with physical inventory.
- Responsible for ensuring the cleanliness of all staging areas
- Take instructions and follow direction as delegated by managers to complete weekly team quota
- Set up workstation according to daily goals established by the Packaging Manager and Supervisor, such as weighing and packaging for both eighths and pre-rolls
- Always adhere to state and company policies, following appropriate Standard Operating Procedure according to assigned task
- Verify quality control standards are being met throughout every phase of the production process
- Ensure production goals established by the Packaging Manager and Supervisor are being met
- Accurate record keeping abilities
- Close attention to detail - continuously maintaining accuracy and consistency
- Ensure that all product is properly secured and stored
- Package infused products and plant material into proper containers with proper labeling to ensure compliance with state regulations
- Communication with Packaging Manager and Supervisor to maintain efficient and concise production activity
- Other duties as needed/required to meet goals

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13.13 Post-Harvest Manager

The Post-Harvest Manager is responsible for maintaining product quality through the drying, trimming, and testing processes as well as tracking post-harvest metrics. This position will oversee a team of Post-Harvest Agents in properly handling and trimming product as it becomes available. The Post-Harvest Manager will also serve as the primary interface between the facility and external testing labs to ensure all product is tested and upholds the company’s high standards. Other responsibilities include:

- Investigate and resolve discrepancies and notify the appropriate parties
- Track various metrics on a daily, weekly, and monthly basis. Establish KPIs for employees based on metrics and share these with department leads.
- Assume responsibility for plants immediately following harvest and assist in the harvest process including the weighing action and recording of plant weights
- Accurately and consistently maintain the tracking and movement of each harvest batch via the statewide monitoring system (METRC)
- Oversee drying process, monitor environmental variables and moisture content of product
- Ensure the dry rooms are properly sanitized following transfer to trimming
- Record all cleaning activities in the sanitation log
- Lead the product trimming process to ensure that a high level of quality is maintained while focusing on the efficiency and productivity of the trimming team
- Make sure that all trimming equipment, including tables, scissors, and other items are properly sterilized before and after trimming activity.
- Accurately record the weights of all products as it moves through the process in tracking software (Leaf Logix, Outlaw, METRC)
- Coordinate with Compliance to ensure product is properly batched, sampled and tested.
- Maintain proficient knowledge of plant diseases, insects and fungi.
- Audit product inventory weekly or as necessary
- Oversee and manage all disposal of all leftover plant material

13.14 Post Harvest Agent

The Post-Harvest Agent will be responsible for the physical harvest and associated plant transfer to the drying rooms, as well as trimming, quality control and packaging of final product. The agent will be responsible for batch inventory and any associated reconciliation; ensure all inventory is up to standards set in place by our company. Other responsibilities include:

- Confirm that there is a written plant weight on each tag.

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- Mark trimmer column with designated trimmer number.
- Start removing large fan leaves using hands and discard them into the plant waste trash.
- Begin removing branches and start trimming buds.
- Manually trim marijuana plants using shears, scissors, hands, etc.
- Responsible for maintaining quality product while reaching daily quotas.
- Workspace/Material Maintenance
- Responsible for maintaining the organization and cleanliness of the warehouse while performing trimmings.
- Responsible for ensuring the cleanliness of all staging areas.
- Regularly cleaning scissors using rubbing alcohol.
- Communication and Compliance
- Work with management to assure all steps are being taken to assure company compliance.
- Take instructions and follow direction as delegated by managers to complete weekly team quota.
- Set up workstation according to daily goals established by the Packaging Manager and Assistant Manager, such as trimming, weighing / packing, shucking, or harvesting
- Adhere to state and company policies at all times, following appropriate Standard Operating Procedure according to assigned task
- Verify quality control standards are being met throughout every phase of the production process
- Ensure production goals established by the Packaging Manager and Assistant Manager are being met
- Accurate record keeping abilities
- Close attention to detail - continuously maintaining accuracy and consistency
- Ensure that all product is properly secured and stored
- Package infused products and plant material into proper containers with proper labeling to ensure compliance with state regulations
- Other duties as assigned including but not limited to harvesting, defoliation, shucking, and post-harvest cleaning
- Uphold all standards and procedures pertaining to facility cleanliness, such as cleaning of supplies, workspaces, transition room
- Other duties as needed/required to meet goals

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13.15 Facility Manager

The Facility Manager is responsible for leading and assisting in the cleaning, maintenance, and upkeep of the facility. The Facility Manager assists in routine and preventative maintenance, sanitation, and cleaning of all equipment within the facility, as well as general cleaning and upkeep of the facility itself. Other responsibilities include:

- Perform general clean-up of all areas of the building
- Sweep and mop floor
- Emptying trash cans
- Cleaning surfaces
- Vacuuming & waxing floors
- Routine heavy cleaning
- Moving heavy equipment & furniture
- Manage routine upkeep of exterior areas and parking lot
- Complete non-routine cleaning according to specified job orders
- Remove garbage and recycling daily and prepare bins for weekly pick-up
- Handle emergency cleaning and upkeep requests
- Ensure rooms are maintained and fully equipped
- Light Maintenance
- Other duties as needed/required to meet goals

13.16 Director of Cultivation

The Director of Cultivation will drive the long-range strategic planning process for operations by overseeing and managing all cultivation operations, including production itself, and inventory control. The Director of Cultivation will be responsible for the plant's life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities. Additionally, the Director of Cultivation will be involved in the development of cultivation-related plans, capacity, budgets, infrastructure, policies, and procedures. Other responsibilities include:

- Hiring, training, and managing the cultivation staff to ensure execution of the cultivation schedule, including managers, agents, and assistants
- Planning and executing day to day cultivation operations based on the cultivation schedules and production schedules
- Organizing, executing, and constantly improving cultivation processes and procedures including environmental, feeding, integrated pest management, and pruning
- Staying up to date on the latest indoor cannabis cultivation technology to ensure our facility and processes are as advanced as possible

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- Ensuring compliance with quality assurance standards of all cultivation processes
- Helping to select strains based on yield, quality and labor associated
- Identifying and troubleshooting plant related issues in all phases of cultivation
- Developing cultivation KPI's with the Cultivation Managers and consistently achieving KPI goals
- Ensuring compliance with all Cannabis Control Commission regulations

13.17 Assistant Director of Cultivation

The Assistant Director of Cultivation will assist in driving the long-range strategic planning process for operations by overseeing and managing all cultivation operations, including production itself, and inventory control. The Assistant Director of Cultivation will be responsible for the plant's life cycle management, maintaining quality, safety, and regulatory compliance relating to the production facilities. Additionally, the Assistant Director of Cultivation will be involved in the development of cultivation-related plans, capacity, budgets, infrastructure, policies, and procedures. Other responsibilities include:

- Hiring, training, and managing the cultivation staff to ensure execution of the cultivation schedule, including managers, agents, and assistants
- Planning and executing day to day cultivation operations based on the cultivation schedules and production schedules
- Organizing, executing, and constantly improving cultivation processes and procedures including environmental, feeding, integrated pest management, and pruning
- Staying up to date on the latest indoor cannabis cultivation technology to ensure our facility and processes are as advanced as possible
- Ensuring compliance with quality assurance standards of all cultivation processes
- Helping to select strains based on yield, quality and labor associated
- Identifying and troubleshooting plant related issues in all phases of cultivation
- Developing cultivation KPI's with the Cultivation Managers and consistently achieving KPI goals
- Ensuring compliance with all Cannabis Control Commission regulations

13.18 Cultivation Lead

The Nursery Manager will work as part of a team to help maintain a full-cycle indoor cannabis production facility. Leads will assist the cultivation management team in daily tasks associated with the maintenance, growing, harvesting, and processing cannabis through the cultivation process. The ideal candidate will possess a strong work ethic, high attention to detail, and the

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ability to interact positively and effectively in a team environment. Other responsibilities include:

- Assist with daily cultivation/nursery maintenance including but not limited to: Environmental monitoring, irrigation, nutrition management, integrative pest management, pruning, cloning, transplanting, defoliating, water management, waste management, inventory management, and scheduling.
- Assist with cleaning and janitorial duties on the cultivation floor
- Comply with CCC and industry standards set forth by the state of Massachusetts
- Continue to develop an extensive knowledge base of successful Integrated Pest Management (IPM) strategies.
- Implement our existing, robust cultivation SOPs, and nutrient regimens.
- Determines Mother plant actions according to cultivar, harvest batch and cloning needs
- Safe handling, application, inventory, and storage of flammable and/or corrosive chemicals
- Monitors plant development to ascertain conditions such as leaf texture, plant height, substrate water content and the existence of pests or disease; removing substandard or diseased plants to maintain quality standards.
- Maintain a clean and organized work environment.
- Perform water, media, and solution sampling and testing procedures.
- Aid in oversight of the completion of operations in timely and efficient manner.
- Maintain accurate daily activity records and operation logs as directed using designated software and maintenance logs (METRC & LeafLogix)
- Communicate effectively with supervisors and employees.
- Contribute to a fun, team-oriented, and challenging work environment in an innovative and pioneering atmosphere.
- Contribute and improve upon already-existing operations and processes to improve workflow, efficiency, and provide constructive feedback and recommendations.
- Comply with all HR policies, including confidentiality and non-disclosure agreements.
- Other duties as needed/required to meet goals

13.19 Cultivation Agent

The Cultivation Agent will work as part of a team to help maintain a full-cycle indoor cannabis production facility. Agents will assist the cultivation management team in daily tasks associated with the maintenance, growing, harvesting, and processing cannabis through the

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cultivation process. The ideal candidate will possess a strong work ethic, high attention to detail, and the ability to interact positively and effectively in a team environment. Other responsibilities include:

- Assist with daily cultivation maintenance including but not limited to: Environmental monitoring, irrigation, nutrition management, integrative pest management, pruning, topping, cloning, transplanting, defoliating, water management, waste management, inventory management, and some post-harvest duties.
- Assist with the propagation and movement of plant material: cloning, seed germination, transplanting, transport, monitoring propagation environmental conditions
- Assist with cleaning and janitorial duties on the cultivation floor
- Comply with CCC and industry standards set forth by the state of Massachusetts
- Continue to develop an extensive knowledge base of successful Integrated Pest Management (IPM) strategies.
- Implement our existing, robust cultivation SOPs, and nutrient regimens.
- Operate heavy and light horticultural equipment and machinery.
- Safe handling, application, inventory, and storage of flammable and/or corrosive chemicals
- Track environmental factors and record data to provide to Managers and Head Growers.
- Maintain a clean and organized work environment.
- Perform water, media, and solution sampling and testing procedures.
- Aid in oversight of the completion of operations in timely and efficient manner.
- Maintain accurate daily activity records and operation logs as directed using designated software and maintenance logs
- Communicate effectively with supervisors and employees.
- Contribute to a fun, team-oriented, and challenging work environment in an innovative and pioneering atmosphere.
- Contribute and improve upon already-existing operations and processes to improve workflow, efficiency, and provide constructive feedback and recommendations.
- Comply with all HR policies, including confidentiality and non-disclosure agreements.
- Other duties as needed/required to meet goals

13.20 Chief Compliance Officer

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The Chief Compliance Officer is responsible for ensuring all facilities remain compliant under state law and will work closely with state and local governments. The CCO will apply and interpret audit and compliance requirements for various departments and has previous experience monitoring, investigating, and resolving discrepancies in high-risk industries. Other responsibilities include:

- Coordinate with internal teams including cultivation, manufacturing, retail/sales, human resources, production, operations, marketing, and finance, to create and implement policies and standard operating procedures (SOPs) compliant with all laws and regulations.
- Research, understand, and implement compliance protocols for cannabis manufacturing and distribution operations
- Work with external retail, laboratory, and cultivation partners to ensure they are in compliance with all applicable laws and regulations.
- Regularly and randomly audit and review company systems to ensure compliance with existing and new regulations, in addition to randomized state audits.
- Manage the process of Standard Operating Procedure creation, revision, and compliance review
- Research relevant laws, regulations, and ordinances on Federal, state, and local levels
- Tracking pending legislation and ordinances as they progress through the lawmaking process.
- Attend and document local governmental commission and legislative body meetings impacting the cannabis industry and the company.
- Serve as first point of contact for Marketing, Branding, and Account Management teams as they explore new markets and partners.
- Serve as first point of contact for Manufacturing teams as they explore new product categories
- Train internal teams and individuals on compliance systems and standard operating procedures, as needed
- Communicate with Board and Ownership regarding company goals and overall strategy

13.21 Compliance Manager

This position will report directly to the Chief Compliance Officer. The Compliance Manager will assist in designing and implementing compliance programs and initiatives in Massachusetts. The Compliance Manager will conduct internal audits and inspections to support corporate initiatives. This role will be required to interface with regulators. Other responsibilities include:

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- Assist in developing and implementing policies, strategies and procedures related to regulatory compliance in coordination with department heads, organization leaders and the Chief Compliance Officer, as directed.
- Document preventative measures and corrective actions in the event of compliance deficiencies, as directed by the Chief Compliance Officer
- Lead and conduct audits, document, and report findings, and develop and implement appropriate corrective actions
- Assist with enforcement of preventative measures to ensure the organization is compliant with all regulatory requirements
- Establish and develop strong relationships across the organization, providing a consultative approach to communicate compliance initiatives
- Assist in the development, maintenance, and upkeep of all company standard operating procedures (SOPs)
- Document and report any hazards, accidents, or injuries to regulatory agencies, as required by company policy
- Facilitate the training and ongoing operational and compliance educational needs of all staff
- Perform and facilitate lab test sampling and manage accuracy and upkeep of lab sampling logs
- Other duties as assigned

13.22 Chief of Staff and Continuous Improvement Engineer

The Chief of Staff at Harbor House Collective will be the right-hand person to the CEO. The COS/CIE will be tasked with managing the executive's goals, priorities, internal and external operational tasks, and special strategic projects as needed. This person will also be integral to productivity, effectiveness and helping build a continuous improvement culture at HHC. The COS, by definition, will be a multi-talented professional that wears many hats, with multifarious responsibilities. This person encapsulates the direction that drives teams forward, while also acting as the glue to ease communications and unite people. Other responsibilities include:

- Oversee strategic business initiatives from development through successful execution under the guidance of senior leadership and departmental heads
- Assist and communicate with executives in decision-making, program management, and initiative implementation
- Ownership of operational systems for running the business ensuring necessary actions are met for their functionality and success, serving as Subject Matter Expert or Point of Contact in some cases. Systems including Auxilium, Teams, Platinum

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Protections, ERP (Traze), METRC, Leaf Logix, Outlaw, QuickBooks, LeafLink, MPS, MRP, Variance Analysis, P & L, etc.

- Development of a Continuous Improvement Culture at HHC.
- Improve current business processes and coordinate organizational procedures for optimized efficiency and productivity
- Continue developing the co-op program at HHC and manage co-ops
- Demonstrate conformance to financial goals and objectives through developing standards and variance reporting.
- Serve as liaison between staff, executives, senior leaders, and CEO, regarding company performance, department relationships and communication, project updates, proposals, and planning
- Chair a weekly Sales and Operations meeting and highlighting critical variances within operations and sales teams. Document critical actions and hold team accountable. Communicate objectives and timelines.
- Advance the capabilities and productivity of our business systems
- Build and develop relationships with all employees for increased efficiency and effective responsiveness into existing operations, and help to define new strategies, working with Executive team, to advance our continuous improvement culture.
- Serve as a subject matter expert for operational systems, handling inquiries and developing action plans to address them, and assisting with the preparation and dissemination of communications

13.23 Extraction Laboratory Manager

The Extraction Laboratory Manager oversees all production, quality assurance, operations, training, safety awareness and personnel in both solvent and solventless extraction areas. This job includes significant administrative and regulatory compliance duties to ensure compliance with all state requirements. Other responsibilities include:

- Operate and manage the high-level throughput progression in both solvent and solventless operations
- Build and maintain end to end, start to finish calendar planning for both solvent and solventless extraction with data-based trajectory planning
- Responsible for creation and implementation of end-to-end plans including preparation of biomass for extraction including grinding/sifting/packing, creation of products, testing oversight, packaging, label application, and movement to FGI located in the main product vault.
- Consistently achieve quality end products with repeatability

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- Create new and improved product formulations
- Coordinate with Production and Cultivation on operational planning including but not limited to package creation, packaging, and movement of inventory
- Ensure regulatory compliance including METRC, safety, environmental and document control requirements
- Ensuring equipment reliability throughout production process
- Ensures all relevant day-to-day operations are in alignment with company standards
- Meets operational expectations and maintains high product quality standards by upholding all company policies, procedures, and security protocols
- Supports packaging and labeling, according to established policies, procedures, and guidelines
- Maintains knowledge of all strains of cannabis, edibles, concentrates, and accessories for sale in the dispensary and assists in employee training and product knowledge
- Support organization by ensuring operations efficiency by implementing and constantly improving cost reduction strategies
- Investigating all adverse events, errors, and complaints: documenting investigations and determining root cause
- management, training, development, and coaching of a team of technicians
- daily, weekly, and monthly reporting as well as use of seed-to-sale tracking software to maintain inventory accurately and compliantly.
- Other duties as needed/required

13.24 Kitchen Lead

The Kitchen Lead will operate the daily manufacturing of infused goods for Harbor House Collective as directed by the Lab/Kitchen Director. This includes but is not limited to infused and uninfused Gummy Candy, Chocolate Bars/Bites, Baked Goods, and Beverages. Other responsibilities include:

- Maintain kitchen cleanliness according to ServSafe food handling requirements
- Maintain production and sanitation logs
- Input daily production into Leaflogix/Metric by end of day everyday
- Report daily production and cannabinoid usage to Lab/Kitchen Director by end of day daily
- Maintain production schedule set by Lab/Kitchen Director
- Manage inventory levels to ensure production meets the Monthly Production Requirements (MPS) set by Management

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- Oversee demolding and sugar coating of Gummies. This can include up to 4 employees at a time.
- Ensure that storage of finished goods is clean, organized, and compliant daily
- Communication with production technicians to ensure that all compliance labels are created for packaging when the product is ready to be moved to the packaging department
- Help maintain ingredient inventory levels by coordinating with procurement department
- Help with packaging of finished goods
- Other duties as needed/required to meet goals

13.25 Outreach and Educational Coordinator

The Outreach & Education Coordinator will assess, design, implement and evaluate programs and initiatives for all local initiative and positive impact opportunities that Harbor House Collective plan to collaborate with and/or support. This role will be required to interface with executive management as well as HHC employees. Other responsibilities include:

- Maintain a friendly, courteous, and compassionate demeanor always; Adhere to company mission statement, core values, and core competencies while maintaining high ethical standards and professionalism
- Assist with recruiting and onboarding
- Provide feedback, coaching and performance management to employees when necessary, and in line with the company’s core competencies and values
- Serve as the point person for HHC to ensure all aspects for hiring/ staffing required under positive impact and diversity plans
- Identify nonprofit organizations from areas of disproportionate impact which HHC may potentially wish to support
- Conduct a review of the nonprofit organizations to ensure their “good standing” and viability, and make recommendations to HHC regarding appropriate support
- Serve as liaison regarding ongoing relationships with selected nonprofits and local communities
- Develop a plan for ongoing, annual community outreach and education activities in selected areas, including activities to build community consensus for and education about adult use cannabis, designed within the parameters of the outreach and education budget approved by HHC
- Design a system for ensuring appropriate documentation of all outreach and education activities, including evaluation of the outcomes of such activities
- Plan and build HHC outreach team and events

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- Will Serve as lead to HHC outreach team, if applicable
- Oversee the teams ongoing training, ensuring they are skilled in general aspects of cultural competency, and in properly documenting outreach and education activities, including expenditures
- Oversee the team’s work in carrying out the agreed-upon outreach and education activities, and provide employees with feedback and suggestions for improvement, to ensure high quality outreach and education
- Stay current with cannabis knowledge
- Perform all duties as assigned and the business demands

13.26 Lab Director

The Lab Director is responsible for managing all extraction and edible production for facility and lab employees. Ensures production goals are met and quality meets industry wide standards. Other responsibilities include:

- Build detailed production schedule for solventless and hydrocarbon extraction
- Develop schedules and deadlines for edible production
- Oversee education of kitchen/lab staff.
- Manage trainings and make sure all production is on schedule.
- Quality assurance of all kitchen/lab products.
- Build in-house SOPs for all kitchen/lab production
- Ensure that all equipment and ingredients are in stock and ready to meet production deadlines.
- Implement staff meetings to make sure company goals are achieved.
- Manufacture edibles, hydrocarbon extracts, distillate, and solventless products.
- Innovate 3 new edible SKUs within 2 moths, including one beverage SKU.
- Oversee the testing and packaging of all products. Verify that all products are tested and packaged within three weeks or less of being manufactured.
- Manage Metrc tracking of kitchen/lab products.
- Increase packaging efficiency by implementing best practices and researching automated packaging equipment.
- Manage social media accounts.
- Take photos for social media and increase user engagement.
- Create dynamic store menu descriptions and photos.
- Develop website content (photos and blog content).
- Ensure efficiencies in all departments where applicable.

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13.27 Human Resource Manager

The Human Resource Manager will lead and direct the day-to-day functions of the Human Resources (HR) department including but not limited to: recruiting, hiring and interviewing staff, administering pay, benefits, leave, enforcing company policies and procedures, administer company training programs and maintain compliance with all applicable laws.

- Oversees all day-to-day activities of the Human Resources Department
- Recruits, interviews, hires, and trains new staff in the department
- Provides regular, constructive, and timely performance evaluations
- Handles discipline and termination of employees in accordance with company and management policy
- Collaborates with the leadership team to understand, develop, and execute the company’s human resource talent strategy in relation to current and future talent needs, recruiting, retention, and succession planning
- Provides support and guidance to management and other staff, especially for complex or sensitive issues arise
- Manages the talent acquisition process, which may include recruitment, interviewing, and hiring of qualified job applicants
- Analyzes trends in compensation and benefits; researches and proposes competitive base salaries and benefits to attract and retain top talent
- Creates learning and development programs and initiatives that provide internal professional development opportunities for employees
- Liaise with community partners in relation to positive impact plans and diversity initiatives
- Oversees employee disciplinary meetings, terminations, and investigations
- Maintains compliance with federal, state, and local employment laws and regulations by recommending best practices, reviewing policies and procedures
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent acquisition, and employment law
- Performs other duties as assigned

14) Confidentiality

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1. Information held by HHC is confidential 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, that the Commission may access this information to carry out official duties.
2. HHC agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. LeafLogix seed-to-sale system, harbors the technology required to abide with regulatory standards and prevent theft.
5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.
6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

HHC will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. HHC will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

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HHC complies with [830 CMR 62C.25.1: Record Retention](#) and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

HHC will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, HHC’s network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient’s privacy.

15) Whistleblower Policy

1. It is HHC’s intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. HHC, therefore, encourages staff to report any reasonable belief that a legal violation or breach of HHC policies have potentially occurred due to any practice or activity by HHC or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a HHC agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes HHC’s assets or agents, he/she should immediately report the incident to the Chief Compliance Officer or the Head of HR.
4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable HHC to investigate the matter.
5. HHC will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will HHC tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The Chief Compliance Officer will lead the investigation, with assistance from the Head of HR and the agent’s manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.

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10. If it is determined that an agent engaged in illegal or prohibited activity, HHC will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The Head of HR will inform the agent who made the complaint of the results of the investigation upon its completion.
13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent’s employment.
14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Chief Compliance Officer.

16) Code of Business Conduct and Ethics

1. HHC expects its employees to adhere to a standard of personal and professional conduct and integrity.
2. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others’ feelings and needs.
3. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.
4. Due to the “at will” nature of the employment, HHC may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:
 - a. Supplying false or misleading information when applying for employment, or at any time during employment;
 - b. Altering or falsifying records;
 - c. Possessing weapons or illegal substances on the premises;
 - d. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with HHC;
 - e. Theft or unlawful possession of stolen, lost or mislaid property of HHC, including records, or the property of a customer or another employee;
 - f. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 - g. Refusal or failure in performing assigned work, or any act of insubordination;
 - h. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 - i. Negligence or carelessness;

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- j. Abusing, defacing or destroying HHC property;
- k. Excessive tardiness and/or absenteeism;
- l. Uttering, publishing, or distributing false, vicious, or malicious statements concerning HHC or any of its employees, vendors or customers;
- m. Performance of duties that, as determined by such employee’s supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to HHC or its customers;
- n. Exceeding one’s authority;
- o. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
- p. Committing any act which (a) shocks, insults or offends the community; (b) brings HHC or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon HHC or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of HHC.
- q. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
- r. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.
- s. Making unauthorized representations or claims about Company’s products or unlawful medical claims about Company’s products.

16.1 Competition

- 1. Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, HHC Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
- 2. This includes the principle that the interests of HHC must be kept strictly separate from the personal interests of employees involved in all business matters.
- 3. In particular, HHC stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.

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- b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.
 - c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
4. All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

16.2 Corruption and the Acceptance of Benefits

1. HHC Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits.
2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
3. Any activities or statements that could cast doubt over this approach are forbidden. HHC Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.
4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.
5. HHC employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.
6. Our company also has clear internal rules on donations and sponsorship.
7. HHC does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

16.3 Conflicts of Interest

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1. As part of their work, HHC Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of HHC.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, HHC will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving Company suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
3. Questionable activities may also include serving on the board of directors of a company doing business with HHC, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.
4. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana & 935 CMR 501 Medical Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
 - b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
 - c. A Close Associate;

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- d. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
- e. A Person or entity appointed as a receiver.
5. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.
6. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

17) Americans with Disabilities Act (ADA)

1. HHC is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
2. All employment practices and activities are conducted on a non-discriminatory basis.
3. HHC Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.
5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.
6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
7. HHC is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
8. To the extent applicable, leave will be available to all qualified agents on an equal basis.
9. This policy is neither exhaustive nor exclusive.

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10. HHC is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

18) Dismissal of Marijuana Establishment Agents

1. HHC asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. HHC reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in HHC's group health plan at their own expense for at least eighteen (18) months.
6. HHC will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. HHC will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to HHC's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

19) Exit Interview

1. Agents who resign from HHC are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at HHC and to gather suggestions for how HHC can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both HHC and agents.

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4. As a result, HHC does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

20) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[935 CMR 501.00: Medical Use of Marijuana](#)

[M.G.L. c. 94I Medical use of Marijuana](#)

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1) Purpose:

JOLO CAN LLC dba Harbor House Collective (“HHC”), a Colocated Marijuana Operation in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002 & 935 CMR 501.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Colocated Marijuana Operations means an MTC operating under a License pursuant to 935 CMR 501.000: *Medical Use of Marijuana* and a Marijuana Establishment operating under at least one License pursuant to 935 CMR 500.000: *Adult Use of Marijuana*, on the same Premises. Colocated Marijuana Operations pertain to cultivation, product manufacturing, and retail licenses, but not any other adult-use License.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: *Medical Use of Marijuana*.

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3) Responsibilities:

This SOP applies to all energy efficiency and conservation policies in the Colocated Marijuana Establishment. HHC management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. HHC will demonstrate consideration of the following factors:
 - a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
 - d. Engagement with energy efficiency programs offered pursuant to [M.G.L. c. 25, § 21](#), or through municipal lighting plants.
2. To the extent updates are required to the information provided for initial licensure, HHC will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).
3. HHC will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.
4. Each license renewal application under 935 CMR 500.103(4) & 935 CMR 501.103 (4) will include a report of HHC's energy and water usage over the twelve-month period prior to the date of application

4) Energy Efficiency and Conservation

1. HHC has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including 9 flower rooms, a vegetative

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room, and two drying rooms equipped with 3” Insulated metal panels with a continuous R-factor of 22.2. In Office/support area envelope, existing gypsum wallboard was removed along the exterior wall assembly including existing insulation. All existing wood furring remained and new R21 Type 2 Batt insulation was installed with a single layer of 5/8” gypsum wall board. All single pane existing window assemblies including but not limited to frames, glazing, and flashing were removed and replaced with insulated windows per 780 CMR/2015 IECC. All exterior doors and overhead receiving doors including but not limited to frames, door assembly and flashing were removed and replaced with insulated assemblies per 780 CMR/2015 IECC. The facility will utilize a 278-ton dry cooler for all flower and vegetation rooms as a water side economizer system when the ambient air is 64 degrees Fahrenheit or below. Piping is distributed from the dry cooler to the chilled water coil in each packaged rooftop unit and air handling units. Stair vents, Elevator shaft vents, and outdoor air and exhaust systems have been equipped with motorized dampers that automatically close shut when not in use and meet maximum leakage prevention rates to reduce temperature swings. In addition to the above, HHC has incorporated several energy-use reduction opportunities including night time fan setback, flower/vegetative light dimming schedules, and energy efficient LED lighting in Propagation Room, Mother Room, Vegetative Room, and Flower Rooms 6, 8 & 9. To further demonstrate HHC’s compliance with the energy efficiency and conservation regulations, a letter prepared by BLW Engineers, INC., a Massachusetts Licensed Professional Engineer, and supporting documentation is attached. In addition to the above letter, HHC has engaged in the Mass Save Energy Efficiency Program with National Grid.

2. HHC has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. Renewable energy opportunities were explored for HHC, however, we are unable to employ any renewable energy due to site restriction. Please see Energy Efficiency and Conservation Regulation letter provided by BLW Engineers Inc., for more detail.
3. HHC is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs. In an effort to reduce electric demand, HHC will stagger lighting schedules in Flower Rooms, incorporate Dimming schedules into each stage of the plant life cycle in cultivation, and have a night time fan setback programmed into our HVAC scheduling/deployment.
4. HHC is working with Fluence by Osram to create an energy efficient lighting plan and plans on using Fluence by Osram SPYDR 2x LED fixture in Vegetation Stage, and Mother Room. In Flower Rooms 6, 8, & 9 HHC will use Fluence by Osram’s SPYDR 2i LED fixture.

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- HHC has engaged in the Mass Save energy efficiency program offered by Eversource offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

5) Energy Efficiency and Equipment Standards

- HHC will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the “Commission”) and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, waste water, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) & 935 CMR 501.103 (2) prior to obtaining a final license under 935 CMR 500.103(2) & 935 CMR 501.103 (2).
- HHC will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.
- Each license renewal application under 935 CMR 500.103(4) & 935 CMR 501.103(4) will include a report of HHC’s energy and water usage over the twelve-month period prior to the date of application.

6) Building Code Requirements

- HHC’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code.

7) Lighting

- HHC’s Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and

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Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

2. Where Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g., fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g., germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest). Horticulture Lighting Square Footage (HLSF) means Canopy. HHC's HLSF is [14,705 ft²]. Whereas, Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, (HLE / HLSF = HLPD) expressed as number of watts per square foot, HHC's HLPD is [14,705 / 474,075 = 32.2 watts/sf]
3. All horticultural lighting used in HHC is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or on similar lists approved by the Commission on the date on the license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 μmol/J (micromoles per joule).
4. If HHC is looking to use horticultural lighting that is not listed on the Horticultural QPL or other list approved by the Commission, HHC will seek a waiver which complies with 935 CMR 500.850 and will provide documentation of the third-party certification by an OSHA NRTL or SCC-recognized body, which has to certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

8) HVAC

1. HHC's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
2. HHC will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) & 935 CMR 501.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

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9) Safety Protocols

1. HHC has established and documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light), as further described in the Workplace Safety Plan.
2. Before final licensure HHC will demonstrate compliance with 935 CMR500.120(11) & 935 CMR 501.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.100.
3. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).

10) Ongoing Compliance and Recordkeeping

1. HHC will document any renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.
2. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).
3. HHC will regularly check for such guidelines and continue to follow the Commission's standards.

11) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[935 CMR 501.00: Medical Use of Marijuana](#)

[M.G.L. c. 94I Medical use of Marijuana](#)



October 28, 2022

Re: Plan to Provide Free or Discounted Product to Patients with Financial Hardship

Per 935 CMR 501.050 (1)(h), JOLO CAN LLC dba Harbor House Collective (“Harbor House”) plans to offer free or discounted products to patients with a Verified Financial Hardship. Proposed discounts are as follows:

1. Registered Medical Marijuana Patients who are verified to have a terminal illness will receive a discount of 80% off their total purchase.
2. Registered Medical Marijuana Patients who present a MassHealth, EBT, or Snap card will receive a discount of 10% off their total purchase.
3. Registered Medical Marijuana Patients who are verified to hold status as a Veteran will receive a discount of 15% off their purchase.

This program will aim to provide financial relief to registered medical marijuana patients who also seek alternative care and relief. The goal of the program is to have 100% of all patients who qualify for any of the aforementioned statuses to have taken full advantage of the discounts being proposed.

Harbor House will seek to achieve this goal by monitoring events where qualified registered marijuana patients are unable to receive a discount. Harbor House will additionally look into setting a goal to make sure any registered medical marijuana patient that can qualify for discounts, is able to be properly credentialled and identified at Harbor House.

The overall efficacy of this proposal will ultimately be measured by total amount of dollars being discounted year over year.

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1. Purpose

JOLO CAN LLC dba Harbor House Collective (“HHC”), a Colocated Marijuana Operation in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2. Definitions

Cannabis or Marijuana means all parts of any plant of the genus *Cannabis*, not excepted in 935 CMR 500.002 & 935 CMR 501.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1 M.G.L. c. 94I; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Colocated Marijuana Operations means an MTC operating under a License pursuant to 935 CMR 501.000: *Medical Use of Marijuana* and a Marijuana Establishment operating under at least one License pursuant to 935 CMR 500.000: *Adult Use of Marijuana*, on the same Premises. Colocated Marijuana Operations pertain to cultivation, product manufacturing, and retail licenses, but not any other adult-use License.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: *Medical Use of Marijuana*.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana

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Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Medical Marijuana Treatment Center, formerly known as a Registered Marijuana Dispensary, means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes, Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

Medical-use Marijuana (or Medical-use Cannabis) means Marijuana that is cultivated, Processed, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Medical-use Marijuana or Marijuana Products means Marijuana Products that are Manufactured, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3. Responsibilities

This SOP applies to staffing plans, business hours, and hiring plans in the Colocated Marijuana Operation. HHC management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. The Chief Operating Officer and the Chief Executive Officer will evaluate hiring needs on an ongoing basis.
2. Hiring procedures include: internal and external posting of the position, candidate interviews, reference checks, and background checks.
3. HHC is dedicated to hiring local residents, when possible.
4. HHC's available jobs will be posted on internet job boards such as Indeed.com, at cannabis staffing firms such as Vangst, and communicated via job fairs such as those held by BestHire.com as well as HHC itself.

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5. HHC is committed to building a professional environment for all of our agents.
6. HHC is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with HHC agents, registered patients, vendors, and the community at large.
7. HHC seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.
8. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.
HHC will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
9. Agents are expected to be present during department meetings as well as company-wide meetings.

4. Hiring Process

1. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.
2. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, agent registration, and proof of employment eligibility in the U.S.
3. HHC will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.
4. HHC will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Cannabis Control Commission during the application and licensing.

5. Training

1. As a condition of employment, new agents will complete training prior to performing job their functions. Training will be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission (“Commission”).
2. Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually.

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3. A minimum of four (4) hours of training may be from the Responsible Vendor Training Program. Any additional Responsible Vendor Training over four (4) hours may count toward the eight (8) hour total training requirements.

4. Any training not specific to Responsible Vendor Training may be conducted in-house by HHC, a HHC third-party vendor or any basic on the job training by HHC, may be counted toward the eight (8) hour total training requirements.

Training will include, at minimum:

- Responsible Vendor Training (if applicable)
- Confidentiality and Privacy
- Compliance and Regulatory Review
- Review of Written Operating Policies and Procedures
- Workplace Safety and Emergency Protocols
- Security Training
- Diversity and Positive Impact Plan goals and programs
- Anti-Diversion Training
- Handling of Marijuana
- Personnel Policies and Procedures
- Recordkeeping
- Inventory Management and POS Systems
- Quality Assurance

6. Estimated Staffing Levels

1. During our hours of operation (which are subject to change), HHC Retail Agents will be available for customers to assist with any questions they may have, provide information that is relevant to the customer, and complete sales transactions using a Point of Sale (“POS”) System installed at any of 9 registers.

2. An Inventory Manager will be on-site, with the number of additional agents on duty varying according to operational needs.

3. Inventory Agents will be dedicated to managing transfer of inventory and ensuring products are properly labeled pursuant to HHC’s labeling requirements prior to dispensing.

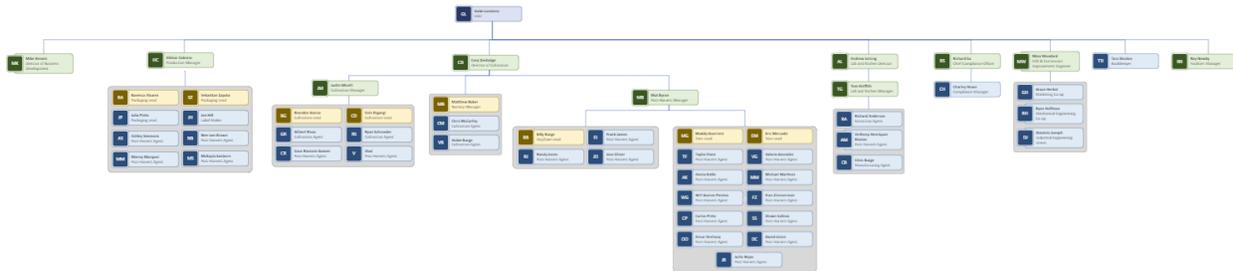
4. Security Agents will be available as needed with the number of agents on duty varying according to operational needs.

7. Organizational Structure

1. HHC encourages employee development and empowerment.

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2. Employees are encouraged to provide input and suggest new policies and processes on a regular basis.
3. The Manager of the assigned department is responsible for oversight of the agents.
4. The Chief Executive Officer oversees staff assigned to the Human Resources (HR) department.
5. The Chief Operating Officer and Chief Executive Officer will oversee the operation as a whole.



8. Staffing Records

Personnel Records at a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with HHC and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2) & 935 CMR 501.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.

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- Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030 & 935 CMR 501.030.

9. Hours of Operation and After-Hours Contact

1. HHC will maintain and publish its after-hours contact information and hours of operation in accordance with 935 CMR 500.000 & 935 CMR 501.000.
2. The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

9.1 Hours of Operation

Retail - Monday – Sunday: 10am – 9pm EST

Cultivation and manufacturing – Monday – Friday 8am – 4pm EST

9.2 After-Hours Contact Information

Gabriel Londono
617-270-1096
Gabriel@harborhousecollective.com

Richard Su
508-353-4222
Richard@harborhousecollective.com

3. HHC will update the after-hours contact information and business hours in accordance with 935 CMR 500.000 & 935 CMR 501.000.

10. References

[935 CMR 500.000: Adult Use of Marijuana](#)
[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

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[935 CMR 501.00: Medical Use of Marijuana](#)
[M.G.L c. 94I Medical use of Marijuana](#)

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1) Purpose:

JOLO CAN LLC dba Harbor House Collective (“HHC”), a Colocated Marijuana Operation in the Commonwealth of Massachusetts, has prepared and developed recordkeeping policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002 & 935 CMR 501.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Colocated Marijuana Operations means an MTC operating under a License pursuant to 935 CMR 501.000: *Medical Use of Marijuana* and a Marijuana Establishment operating under at least one License pursuant to 935 CMR 500.000: *Adult Use of Marijuana*, on the same Premises. Colocated Marijuana Operations pertain to cultivation, product manufacturing, and retail licenses, but not any other adult-use License.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: *Medical Use of Marijuana*.

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Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Medical Marijuana Treatment Center, formerly known as a Registered Marijuana Dispensary, means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes, Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

Medical-use Marijuana (or Medical-use Cannabis) means Marijuana that is cultivated, Processed, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Medical-use Marijuana or Marijuana Products means Marijuana Products that are Manufactured, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002 & 935 CMR 501.002.

Protected Patient Records means any document, record or electronic or written communication related to their care provided by a medical-use Marijuana Licensee or establishment or by a

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Certifying Healthcare Provider that is required to be confidential or protected from disclosure by law.

Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Registered Qualifying Patient means a Qualifying Patient who is currently and validly issued a temporary or an annual Registration Card by the Commission

Seed-to-sale Electronic Tracking System means a system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

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3) Responsibilities:

This SOP applies to all recordkeeping in the Colocated Marijuana Operation. HHC management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

HHC has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of HHC documents. Employee records will be stored at HHC in the Human Resources office, a locked room designated for record retention. Other compliance records will be stores at HHC in the Compliance Control Room. All written records will be available for inspection by the Commission upon request. HHC records are only accessible by the executive management team and department managers as necessary, as well as Commission staff. Additionally, records shall be maintained in accordance with generally accepted accounting principles. Records shall also be maintained in accordance with the regulations set forth by 935 CMR 501.105(9).

To ensure that HHC is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of HHC's quarter-end closing procedures. In addition, HHC's operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Corporate Records

Those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage such as:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Contracts
- Commission Requirements:

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- Annual Agent Registration for the first year and Tri-annual thereafter
- Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of State Filings
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings

4.2 Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over HHC;
- List of all executives of HHC, and members, if any, which must be made available upon request by any individual.

4.3 Personnel Records

At a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with HHC and will include, at a minimum, the following:

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- All materials submitted to the Commission pursuant to 935 CMR 500.030(2) & 935 CMR 501.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations; and
- A record of any disciplinary action taken.
- Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030 & 935 CMR 501.030.

5) Marijuana and Other Records

5.1 Handling and Testing Records

1. HHC will maintain the results of all testing for a minimum of one (1) year.

5.2 Inventory Records

1. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
2. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

5.3 Seed-To-Sale Tracking Records

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1. HHC will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e) & 935 CMR 501.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. HHC's Tracking System, LeafLogix will integrate with the Metrc system and update records in real-time.

5.4 Incident Reporting Records

1. Within ten (10) calendar days, HHC will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information.
2. Reports and supporting photos will be maintained by HHC for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request. Video surveillance will be available for up to ninety (90) days after the incident unless otherwise saved separately.

5.5 Visitor Records

1. A visitor sign-in and sign-out record will be maintained in the compliance office.
2. The record will include the visitor's name, organization, firm or reason for visit, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
3. The visitor log will be audited daily by the compliance department and/or security agent.

5.6 Waste Disposal Records

1. When marijuana or marijuana products are disposed or handled, HHC will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or

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other handling, and the names of the two HHC agents present during the disposal or handling, with their signatures.

2. HHC will keep disposal records for at least 3 years.
3. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
4. Registered Medical Marijuana Patients who seek to return excess medical marijuana allotments will be permitted to do so and will be disposed of per facility standard operating procedures.

5.7 Security Records

1. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

5.8 Transportation Records

1. HHC will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

5.9 Agent Training Records

1. Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

6) Closure

1. In the event HHC closes, all records will be kept for at least 2 years at HHC's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, HHC will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

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7) Vendor Sample Recordkeeping

1. All Vendor Samples provided by HHC under 935 CMR 500.130(7) will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission and shall further be designated as "Vendor Sample".

8) Quality Control Sample Recordkeeping

1. All Quality Control Samples provided under 935 CMR 500.130(8) shall be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

9) Written Operating Policies and Procedures

Policies and Procedures related to HHC's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Written operating procedures shall be maintained as required by 935 CMR 501.105(1). Policies and Procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110 & 935 CMR 501.110;
2. Employee security policies, including personal safety and crime prevention techniques;
3. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000 & 935 CMR 501.000;
4. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various strains of Marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which Marijuana will be sold;
6. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
7. Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9) & 935 CMR 501.105(8) and (9);
8. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160 & 935 CMR 501;

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9. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d) & 935 CMR 501.105(9)(d);
10. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
11. Alcohol, smoke, and drug-free workplace policies;
12. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
13. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 - a) Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 - b) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction
14. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Marijuana Establishment's website;
15. Policies and procedure for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
16. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
17. Policies and procedures for energy efficiency and conservation that shall include:
 - a) Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - b) Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - d) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

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18. Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby:

- a) Each employer must furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
- b) Each employer must comply with occupational safety and health standards promulgated under this act. Each employee must comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

10) Record Retention

1. HHC will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

11) Inventory and Transfer

1. HHC will enter all Products into Metrc and accurately report the physical location of the Products within the same business day.
2. HHC may Transfer product to an MTC; and an MTC may Transfer product to HHC as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3.
3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 500.140(15) & 935 CMR 501.140(14): *Patient Supply*.
4. To ensure transfers are compliant, prior to such transfer a member of the executive management team and/or a department manager will review inventory records and the proposed products for transfer.
5. 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 & 935 CMR 501.000.
6. As referenced above, test results will be reviewed for products being received at the Product Manufacturer facility prior to transfer.
7. It is the responsibility of the executive management team and/or department manager to ensure Products are properly entered at each phase and continuously audited to ensure accuracy.

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8. Package tags will be attached to all Finished Marijuana and Marijuana Products.
9. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

12) Patient Records

1. All signed patient intake forms will be securely stored in the security booth in a locked cabinet.
2. Protected Patient Records will be accessible only to the compliance department, managers, and registered MTC agents.
3. All patient information stored digitally will be on a limited access computer in the security booth.
4. Information pertaining to Registered Medical Marijuana Patients will be stored and disposed off separately from

13) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[935 CMR 501.00: Medical Use of Marijuana](#)

[M.G.L. c. 94I Medical use of Marijuana](#)

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1) Purpose:

JOLO CAN LLC dba Harbor House Collective (“HHC”), a Colocated Marijuana Operation (CMO) in the Commonwealth of Massachusetts, has prepared and developed recordkeeping policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002 & 935 CMR 501.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Colocated Marijuana Operations means an MTC operating under a License pursuant to 935 CMR 501.000: *Medical Use of Marijuana* and a Marijuana Establishment operating under at least one License pursuant to 935 CMR 500.000: *Adult Use of Marijuana*, on the same Premises. Colocated Marijuana Operations pertain to cultivation, product manufacturing, and retail licenses, but not any other adult-use License.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: *Medical Use of Marijuana*.

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Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Medical Marijuana Treatment Center, formerly known as a Registered Marijuana Dispensary, means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes, Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

Medical-use Marijuana (or Medical-use Cannabis) means Marijuana that is cultivated, Processed, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Medical-use Marijuana or Marijuana Products means Marijuana Products that are Manufactured, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002 and 935 CMR 501.002.

Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana

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Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Seed-to-sale Electronic Tracking System means a system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 & 935 CMR 501.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Visitor means an individual, other than a Marijuana Establishment Agent, MTC Agent, or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, 935 CMR 500.000, M.G.L. c. 94I, and 935 CMR 501.000; provided, however, that no such individual shall be younger than 21 years old.

3) Responsibilities:

This SOP applies to all financial recordkeeping in the Colocated Marijuana Operation. HHC management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

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HHC has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of HHC documents. Employee records will be stored at HHC in the Human Resources office, a locked room designated for record retention. Other compliance records will be stores at HHC in the Compliance Control Room. All written records will be available for inspection by the Commission upon request. HHC records are only accessible by the executive management team and department managers as necessary, as well as Commission staff.

HHC will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. Separate accounting practices shall be adopted for marijuana sales and non-marijuana sales. Additionally, accurate sales data shall be maintained and provided to the Commission on a biannual basis during the six months immediately preceding this application for the purpose of maintaining and ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

No software or other methods shall be used to manipulate or alter sales data. A monthly analysis of equipment will be completed to determine that no software of the sort has been installed that could be used to manipulate or alter this sales data, with records being kept listing the monthly analyses. If the analysis determines that software has been installed or other methods have been utilized to alter or manipulate sales data, the Commission shall be notified immediately, HHC will cooperate in any investigation, and take any action as directed to by the Commission.

To ensure that HHC is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of HHC’s quarter-end closing procedures. In addition, HHC’s operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;

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- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over HHC;
- List of all executives of HHC, and members, if any, which must be made available upon request by any individual.

5) Record Retention

1. HHC will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

6) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[935 CMR 501.00: Medical Use of Marijuana](#)

[M.G.L. c. 94I Medical use of Marijuana](#)

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1) Purpose:

Harbor House Collective (“HHC”), a Colocated Marijuana Operation in the Commonwealth of Massachusetts, has prepared and developed quality control and testing policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002 & 935 CMR 501.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Colocated Marijuana Operations means an MTC operating under a License pursuant to 935 CMR 501.000: *Medical Use of Marijuana* and a Marijuana Establishment operating under at least one License pursuant to 935 CMR 500.000: *Adult Use of Marijuana*, on the same Premises. Colocated Marijuana Operations pertain to cultivation, product manufacturing, and retail licenses, but not any other adult-use License.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Finished Marijuana Product means a Marijuana Product that is completely manufactured and ready for retail sale and shall include Finished Marijuana that has been separated into individual packages or containers for sale.

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Independent Testing Laboratory means a laboratory that is licensed or registered by the Commission and is:

- a) Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;
- b) Accredited to ISO 17025: 2017 or the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- c) Independent financially from any MTC Marijuana Establishment or Licensee; and
- d) Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000; and 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Medical Marijuana Treatment Center, formerly known as a Registered Marijuana Dispensary, means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes, Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.

Medical-use Marijuana (or Medical-use Cannabis) means Marijuana that is cultivated, Processed, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

Medical-use Marijuana or Marijuana Products means Marijuana Products that are Manufactured, Transferred, tested or sold in compliance with M.G.L. c. 94I, and 935 CMR 501.000.

3) Responsibilities:

This SOP applies to all quality control and testing in the Colocated Marijuana Operation. HHC management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

HHC will comply with the following sanitary requirements:

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1. Any HHC agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers, specified in 105 CMR 300.000.
2. Any HHC agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. HHC's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in HHC's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are located in Plant Work, all restrooms, and
4. HHC's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. HHC will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12) & 935 CMR 501.105(12);
6. HHC's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. HHC's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. HHC's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. HHC will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require HHC to demonstrate the intended and actual use of any toxic items found on the premises;

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11. HHC will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet HHC’s needs;
12. HHC’s plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from HHC. There will be no cross-connections between the potable and wastewater lines;
13. HHC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. HHC will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. HHC will store, and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
16. HHC will ensure that HHC’s facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

4) Recalls

1. HHC will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products.
2. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by HHC to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.
3. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

5) Testing

1. HHC will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed.
2. Test results for products pending wholesale transfer to HHC’s facility will be reviewed by the Retail Manager and compared against the packaging and labeling information prior to accepting the shipment.

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3. Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of pesticides.
4. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products must be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.
5. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile.
6. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished product tested for bacteria, fungi, mycotoxins and Cannabinoid profile. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and Cannabinoid profile.
7. All Products will be tested in accordance with Commission guidance and orders in place at the time of testing.
8. For products dedicated to Adult-Use, single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
9. Per 935 CMR 501.160:
 - a. HHC will not sell or market any Marijuana or Marijuana Product for medical use that is not capable of being tested by an Independent Testing Laboratory, except as allowed under 935 CMR 501.000.
 - b. If HHC sells seeds, they will not be subject to testing provisions.
 - c. If HHC sells clones, they will be subject to testing but not for metals.
 - d. HHC will comply with 935 CMR 501.105(11) as it relates to transportation of Marijuana and Marijuana Products to and from Independent Testing Laboratories.
10. If contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 501.160(1), HHC will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. HHC will also notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and the disposal of the Production Batch submission, with the Independent Testing Laboratory also notifying the Commission separately and directly. This policy shall be available to Registered Qualifying Patients and Personal Caregivers.

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11. Per 935 CMR 501.105(12), all excess Marijuana and Marijuana Products shall be disposed either by the Independent Testing Laboratory or HHC after being returned to HHC.
12. Per 935 CMR 501.160, no Marijuana or Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory.
13. HHC will maintain the results of all testing for no less than one year, and, after that year is up, product shall be considered expired and may not be dispensed, sold, transferred, or otherwise conveyed until retested.
14. HHC will either reanalyze any Marijuana or Marijuana Product without remediation, or take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.

6) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[935 CMR 501.00: Medical Use of Marijuana](#)

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Background

JOLO CAN LLC dba Harbor House Collective (“HHC”) is committed to developing and maintaining a robust policy of inclusivity and diversity at its facilities. As part of that commitment, HHC recognizes that diversity in the workforce is a critical aspect of a company’s contribution to Chelsea and the surrounding communities. HHC is a minority-owned company, certified by the Massachusetts Supplier Diversity Office, dedicated to fostering a diverse culture and promoting equity among all employees, including minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations. HHC will make every effort to employ and advance employment in qualified and diverse people at all levels within the company.

Overview

HHC is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People identifying as LGBTQIA+.

Diversity Goals

HHC will promote equity and accessibility through community outreach and a commitment to a diverse and representative workforce. For HHC to promote equity to the above-listed groups in its operations, HHC has established the following goals:

1. HHC will recruit from diverse talent pools and local organizations with the long-term goal that at least 50% of HHC’s workforce is comprised of women and at least 50% of HHC’s workforce is comprised of individuals identifying as either minorities, veterans (5%), people with disabilities (5%), or people identifying as LGBTQ+ (8%);
2. HHC will develop targeted professional development plans for no less than (2) individuals per year meeting diversity qualifications; and
3. HHC will train and educate all its employees through one (1) annual, mandatory training session on unconscious bias.

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Diversity Programs

HHC will address its diversity goals through two avenues - employment opportunity postings (at diverse job boards/fairs and local organizations) as well as targeted professional development plans for no less than 2 diverse employees per year.

Professional Development

The forefront of HHC’s diversity initiatives is development, education, and training. The goal is to empower and educate our employees belonging to disproportionately represented demographics (such as minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations). The aim of this development is to broaden our agents’ knowledge of the industry, increase diverse representation with the cannabis industry, and provide employees with the tools to succeed and advance.

This development program will be HHC’s most effective tool for removing barriers to entry to the cannabis industry for individuals from diverse backgrounds. No fewer than two (2) employees meeting these qualifications will be granted this opportunity annually. Through an exhaustive 90-day professional development plan, applicants are given a structured approach to learn in-depth about their functional department as well as the industry at large, receive hands-on training from industry veterans, with the goal of assuming ownership of the processes they are learning. Training will be provided at least every 30 days during the 90-day development period.

At the conclusion of this training, agents will be given guidance and mentoring to help expand their careers at HHC and/or the industry at large. With education and experience, employees will gain a greater understanding of the industry and HHC, and in turn further their success in their current roles and provide equitable growth and representation.

Employment Opportunities

HHC will be seeking out diverse individuals for employment opportunities through affiliations with community organizations such as Roca Chelsea and the City of Chelsea Department of Veterans Services. Leveraging the networks of such organizations will develop a pipeline of diverse individuals seeking employment in Massachusetts’ nascent cannabis industry. For example, Roca Chelsea provides services and assistance to high-risk young mothers, many of

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whom are minorities as well. The City of Chelsea Department of Veterans Services will give HHC an avenue to reach out to veterans for potential employment opportunities.

The Human Resources Administrator will attend the annual Boston In-Person Diversity Employment Day Career Fair that promotes hiring minorities, LGBTQIA+, disabled individuals, and veterans. HHC will continually look for other similar opportunities to promote current available positions.

HHC will also implement a diversity training program and policy for all employees, including upper management. HHC will require all new employees to undergo diversity awareness training in accordance with industry best practices. HHC will seek to deploy annual online training to its employees and executives to cover topics such as:

- Race, language, culture
- Gender, sexual orientation
- Religion
- Age
- Disabilities
- Physical appearance
- Other forms of harassment
- Incident reporting

Diversity Measurement

The Human Resources Manager will administer the plan and will be responsible for developing measurable outcomes to ensure HHC continues to meet its commitments. Measurable outcomes include maintaining a copy of all employment opportunities published on diverse job boards or provided to community organizations.

HHC will record and document its participation of local job postings. This process will include following-up with individuals from diverse backgrounds who express interest in employment opportunities at HHC. HHC will document how many of these individuals from diverse backgrounds apply for full-time positions. This documentation will enable HHC to measure its reach into the local community and actively identify individuals from diverse backgrounds for open positions within the company.

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HHC’s long-term 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 5 of operations. The 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 HHC’s progress toward its diversity hiring goals. The Human Resources Manager will annually report progress to the executive team and ensure that HHC meets its long-term diversity hiring goal. Furthermore, the Human Resources Manager is responsible for ensuring that HHC meets the following intermediate goals in years 1-4 of operation. Our percentages are based on the 2018-2020 reports of LGBTQ+, veterans, and disabled individuals in Massachusetts:

2022: minimum 35% diverse individual employment. (29% minority, 2% veterans, 2% LGBTQ+, 2% disabled individuals)

2023: minimum 40% diverse individual employment. (30% minority, 3% veterans, 4% LGBTQ+, 3% disabled individuals)

2024: minimum 45% diverse individual employment. (31% minority, 4% veterans, 6% LGBTQ+, 4% disabled individuals)

2025: minimum 50% diverse individual employment. (32% minority, 5% veterans, 5% LGBTQ+, 8% disabled individuals)

Tracking employment metrics, in combination with oversight by the Human Resources Administrator will ensure that HHC is regularly evaluating progress toward its diversity hiring goals and employing corrective actions if intermediary targets are not met.

Diversity Plan Acknowledgments

This plan acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

JOLO CAN pledges to adhere to the requirements set forth in 935 CMR 500.105(4) & 935 CMR 501.105(4) which provides the permitted advertising, branding and sponsorship practices for all Marijuana Establishments.

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Conclusion

Within the initial years of operation at HHC, the year 2 goal of 35% diversity hires was exceeded, and currently comprised of 57% minority employees. There are currently 35% women and this number is growing rapidly as retail and manufacturing continue their onboarding process. The hiring manager’s process is carefully monitored and HHC continues to assess our demographics to ensure we are meeting our goals as additional staff is onboarded.

HHC focused on extending employment opportunities to Chelsea and Revere residents, which is naturally 76% Hispanic, as well as its surrounding areas. Majority of employment has been found through Indeed and other individual job sourcing sites, however HHC continues to review applicants found through ROCA Chelsea, Elevate NE, diversityworking.com as well as the City of Chelsea Department of Veteran’s Services.

Positions offered include:

- Post-Harvest Agents
- Cultivation Agents
- Custodians
- Security Agents
- Extraction Technicians
- Assistant Retail Managers
- Compliance Manager
- Inventory Manager
- Wholesale Manager
- Dispensary Agents
- Inventory Leads
- Floor Liaison

Moving forward, HHC plans to continue to meet initial diversity goals, offer additional employment roles, and provide annual anonymous employment engagement surveys to analyze feedback on hiring, management, and job atmosphere.