



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282632
Original Issued Date: 08/06/2020
Issued Date: 08/06/2020
Expiration Date: 08/06/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: I.N.S.A., Inc.

Phone Number: 413-206-6339 Email Address: peter@myinsa.com

Business Address 1: 122 Pleasant Street Business Address 2: Suite 144

Business City: Easthampton Business State: MA Business Zip Code: 01027

Mailing Address 1: 122 Pleasant Street Mailing Address 2: Suite 144

Mailing City: Easthampton Mailing State: MA Mailing Zip Code: 01027

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201833

RMD INFORMATION

Name of RMD: I.N.S.A., Inc.

Department of Public Health RMD Registration Number: 17

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

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 30 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: Peter Last Name: Gallagher Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 30 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: Patrick Last Name: Gottschlicht Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: GPM II LLC Entity DBA:

Email: peter@myinsa.com Phone: 917-623-2368

Address 1: 35 Center Street Address 2:

City: Chicopee State: MA Zip Code: 01013

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$7500000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: INSA LLC Entity DBA: INSA

Entity Description: Cannabis Grower Processor

Entity Phone: 570-431-3531 Entity Email: Entity Website: myinsa.com
Peter@myinsa.com

Entity Address 1: 2384 N. Old Trail Rd. Entity Address 2:

Entity City: Shamokin Dam Entity State: PA Entity Zip Code: 17876 Entity Country: Snyder

Entity Mailing Address 1: 122 Pleasant Street Entity Mailing Address 2: Suite 144

Entity Mailing City: Entity Mailing State: MA Entity Mailing Zip Code: Entity Mailing Country:
Easthampton 01027 USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1200 West Columbus Ave

Establishment Address 2:

Establishment City: Springfield

Establishment Zip Code: 01105

Approximate square footage of the establishment: 4550

How many abutters does this property have?: 5

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	INSA - Zoning Compliance Springfield.pdf	pdf	5d4af53fe230513892f830d3	08/07/2019
Certification of Host Community Agreement	Insa Springfield - HCA Certificate.pdf	pdf	5dcc1b9a170b4c5353e39c37	11/13/2019
Community Outreach Meeting Documentation	INSA Inc - Community Outreach Attestation Form - Attachment A.pdf	pdf	5e62baeef63398441bbbfe71	03/06/2020
Community Outreach Meeting Documentation	INSA Inc - Community Outreach Attestation Form.pdf	pdf	5e62d03ec51b0d43fad1d907	03/06/2020
Community Outreach Meeting Documentation	INSA Inc - Community Outreach Documentation - Attachment C.pdf	pdf	5e62d06149038b46abf1d65f	03/06/2020
Community Outreach Meeting Documentation	INSA Inc - Community Outreach Documentation - Attachment B.pdf	pdf	5e62d06bc51b0d43fad1d90b	03/06/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan_MRN282632_v19.4.0.pdf	pdf	5edeb14ea7d30c17f5415f2d	06/08/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Chief Executive Officer

First Name: Peter Last Name: Gallagher Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: Chief Operating Officer

First Name: Patrick Last Name: Gottschlicht Suffix:

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: GPM II LLC

Entity DBA:

Entity Description: Holding Company

Phone: 917-623-2368

Email: Peter@myinsa.com

Primary Business Address 1: 35 Center Street

Primary Business Address 2:

Primary Business City: Chicopee

Primary Business State: MA

Principal Business Zip Code: 01013

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	HCF Articles of Organization Executed.pdf	pdf	5cbf89dfcee9f84c3436599f	04/23/2019
Bylaws	INSA - Bylaws (MA profit corporation).pdf	pdf	5cbf8a0b8e20fa4c3aba72e5	04/23/2019
Articles of Organization	INSA - Articles of Amendment (name change).pdf	pdf	5cbf8a4a73349d44fd62a9f1	04/23/2019
Articles of Organization	INSA (nonprofit) - Articles of Conversion (Nonprofit to MA profit corp).pdf	pdf	5cbf8a5ef25dae4c6c3f227e	04/23/2019
Department of Revenue - Certificate of Good standing	DOR - Cert of Good Standing.pdf	pdf	5cdf343341a4321320f25135	05/17/2019
Secretary of Commonwealth - Certificate of Good Standing	I.N.S.A, Inc. MA Good Standing Certificate (2019.05.15) (M1364189xB1386).pdf	pdf	5cdf344433099617d7941d39	05/17/2019

No documents uploaded

Massachusetts Business Identification Number: 001309430

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Cert of Insurance.pdf	pdf	5cbf8b0b6b08e34c76329b81	04/23/2019
Proposed Timeline	Operational Timeline.pdf	pdf	5cbfd7a6df25934c58f85cc1	04/23/2019
Business Plan	INSA Business Plan .pdf	pdf	5dcc10d50e7af1803c1bd32	05/15/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or	INSA - Plan for Obtaining Marijuana &	pdf	5cbfeb58cee9f84c343659ec	04/24/2019

marijuana products	Marijuana Products.pdf			
Separating recreational from medical operations, if applicable	INSA - Separating recreational from medical operations.pdf	pdf	5cbfeb61bf7c9d44e9106e87	04/24/2019
Restricting Access to age 21 and older	INSA - Restricting Access to Age 21 and Older 21.pdf	pdf	5cbfeb7136e3e844f3b523d2	04/24/2019
Prevention of diversion	INSA - Prevention of Diversion.pdf	pdf	5cbfeb97e2695d45078d74b8	04/24/2019
Storage of marijuana	INSA - Storage of marijuana.pdf	pdf	5cbfebac25dae4c6c3f22c5	04/24/2019
Transportation of marijuana	INSA - Transportation of Marijuana.pdf	pdf	5cbfec36b08e34c76329bca	04/24/2019
Inventory procedures	INSA - Inventory.pdf	pdf	5cbfebd99b1a9b44dfe4ddf7	04/24/2019
Quality control and testing	INSA - Testing & Quality Control.pdf	pdf	5cbfebafbf7c9d44e9106e8b	04/24/2019
Dispensing procedures	INSA - Dispensary Operations.pdf	pdf	5cbfec13942dc34c4ebe0da2	04/24/2019
Personnel policies including background checks	INSA - Personnel .pdf	pdf	5cbfec2edf25934c58f85cd5	04/24/2019
Record Keeping procedures	INSA - Recordkeeping.pdf	pdf	5cbfec4251be434c62d2abe7	04/24/2019
Maintaining of financial records	INSA - Maintaining Financial Records.pdf	pdf	5cbfec505c356a44cb768f6f	04/24/2019
Qualifications and training	INSA - Qualifications & Training.pdf	pdf	5cbfec679b1a9b44dfe4ddfb	04/24/2019
Security plan	Insa Springfield - Security Plan.pdf	pdf	5e62b9d4b56dea46718f29c9	03/06/2020
Diversity plan	Diversity Plan_MRN282632_v19.4.0.pdf	pdf	5edeb19e20b47424dbd87052	06/08/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

I 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.:

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

Plan to Remain Compliant with Local Zoning

CITY OF SPRINGFIELD

INSA has applied to the City of Springfield for zoning approval to operate its proposed adult use cannabis establishment at 1200 West Columbus Ave, Springfield, MA. The City of Springfield has developed a zoning ordinance applicable to adult use retail with the issuance of a special permit. INSA anticipates its special permit application to be heard by the Springfield City Council in September 2019.


Springfield's special permit and host agreement process will require INSA to provide ongoing information to the City of Springfield and to comply with the conditions set forth on its special permit. INSA intends to continue compliance through its ongoing reporting requirements to the City and through compliance with the conditions on its Special Permit. In addition INSA will be required to comply with all provisions of the City of Springfield Zoning Ordinance applicable to its proposed facility.

Host Community Agreement Certification Form

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

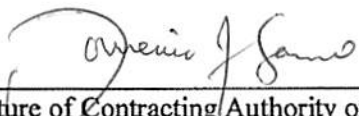
Applicant

I, Peter Gallagher, (insert name) certify as an authorized representative of Ins. I.N.S.A. Inc. (insert name of applicant) that the applicant has executed a host community agreement with City of Springfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on September 23, 2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Domenic J. Sarno, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF SPRINGFIELD (insert name of host community) to certify that the applicant and CITY OF SPRINGFIELD (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/23/19 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Attachment
A

NEWSPAPER CARRIER OPPORTUNITIES

Independent contract distributors have openings for independent newspaper carriers to deliver The Republican Daily and Sunday.

Agawam

Looking for dependable person with reliable car to deliver daily papers. Call 413-374-5301.

Belchertown

Reliable person with dependable car for daily delivery. Call Brook at 413-531-7127 or email Bradwaynews@gmail.com

Chicopee

Responsible person with reliable car for daily and Sunday delivery. Call Steve at 413-433-0263

Granby

Reliable person with dependable car for daily and Sunday delivery. Call Brook at 413-531-7127 or email Bradwaynews@gmail.com

Ludlow

Reliable person with dependable car for daily delivery. Call Brook at 413-531-7127 or email Bradwaynews@gmail.com

Palmer, Brimfield, Holland, Wales

Earn extra cash! Looking for a dependable person to deliver the daily Republican (Monday - Saturday) and Sunday Republican to current subscribers. Routes available in Palmer, Brimfield, Holland, and Wales. Candidates must have a valid driver's license and a reliable, insured vehicle. Delivery is done between 2:00 a.m. and 7:00 a.m. No collections involved. No experience necessary (will train), but familiarity with the area is a plus. Interested candidates should call or text Ray at (413) 214-4714

Springfield

Reliable person with dependable car for daily and Sunday delivery in the Boston Road area of Springfield. Call Brook at 413-531-7127 or email Bradwaynews@gmail.com

Immediate openings for Sunday carriers to deliver the Sunday Republican in the Springfield area. No collections. If interested, please call Charlotte at 413-378-8676

Suffield, CT - Daily and Sunday route available with no collections. Excellent source of additional income for early riser. Call 860-698-9040 leave message or email newsieone@gmail.com

Ware - Reliable person with dependable car for daily delivery. Call Brook at 413-531-7127 or email Bradwaynews@gmail.com

Westfield

Looking for dependable person with reliable car to deliver daily papers. Call 413-374-5301

West Springfield

Responsible person with reliable car for daily and Sunday delivery. Call Steve at 413-433-0263. Looking for dependable person

Legal Notices

Legal ads can be e-mailed to classified-legals@repub.com

For more information call 413-788-1297

Amherst, Belchertown, Ware & Northeast

The Hampden County Registry of Deeds, Book of Plans 344, Page 5, to which plan reference may be had for further description hereof.

Grantor hereby reserves rights to the Grantor, its successors and/or assigns, to use all the ways as shown on said plans. Grantor also assigns to Grantor, its successors and/or assigns, all rights in the future streets as shown on said plan, for all purposes for which a public way can be used.

Subject to Order of Conditions recorded at the Hampden County Registry of Deeds in Book 16390, Page 87; Subject to Easement to Town of Agawam dated May 18, 2007 and recorded in Hampden County Registry of Deeds in Book 16956, Page 461; Subject to easements and restrictions of record as the same may be in force and applicable. For Title see deed recorded herewith.

For mortgagor's(s)' title see deed recorded with Hampden County Registry of Deeds in Book 17560, Page 265. These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, and any and all unpaid taxes, tax titles, liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:
A deposit of Fifteen Thousand (\$15,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale.

ALLY BANK
Present holder of said mortgage.

By Its Attorneys,
HARMON LAW OFFICES, P.C.,
150 California St.,
Newton, MA 02458
(617) 558-0500
13230

(Dec. 31, Jan. 7, 14)

Holyoke

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Laura E. Pantola to Mortgage Electronic Registration Systems, Inc., as nominee for Sovereign Bank, its successors and assigns, dated July 29, 2011 and recorded with the Hampden County Registry of Deeds at Book 18862, Page 132 as affected by a Loan Modification recorded on August 19, 2014 in Said Registry of Deeds at Book 20393, Page 368 as affected by a Loan Modification recorded on January 13, 2017 in Said Registry of Deeds at Book 21531, Page 514, subsequently assigned to Wells Fargo Bank, NA by Mortgage Electronic Registration Systems, Inc., as nominee for Sovereign Bank, its successors and assigns by assignment recorded in said Hampden County Registry of Deeds at Book 19803, Page 266 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 10:00 AM on January 28, 2019 at 252 Oak Street, Holyoke, MA, all and singular the premises described in said Mortgage, to wit: The Land in said Holyoke, together with any buildings thereon, bounded and described as follows: Beginning at a point in the Easterly side of Oak Street, eighty (80) feet Northerly from the point of intersection of said Easterly side of Oak Street with the Northerly side of Hampshire Street, and running thence NORTHEASTERLY on said Oak Street, sixty (60) feet to land of one Richard, thence SOUTHEASTERLY on land last named and at right angles to said Oak Street, one hundred eighty-eight (118) feet to the center line of an alley or common passageway, sixteen (16) feet in width, thence SOUTHWESTERLY on said center line, and parallel with said Oak Street, sixty (60) feet to land of one Heywood; thence NORTHWESTERLY on land last named one hundred eighty-eight (118) feet to the point of beginning. Subject to existing restrictions and reservations pertaining to said alley, set forth in deed of Holyoke Water Power Company to Leslie B. White, recorded in Hampden County Registry of Deeds.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the loss of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to the Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said

Holyoke

Other terms, if any, to be announced at the sale. Wells Fargo Bank, N.A. Present Holder of said Mortgage. By Its Attorneys, ORLANDS PC PO Box 540540 Waltham, MA 02454 Phone: (781) 790-7800 18-004920 (January 7, 14, 21)

Springfield

Board of License Commissioners for the City of Springfield

Notice is hereby given under Chapter 138 of the General Laws that Wing Madness Springfield LLC, d/b/a Wing Madness located at 1287 Liberty St has petitioned the Springfield Board of License Commissioners for a New Annual Restaurant All Alcohol License. Public hearing to be held at 5:30 p.m. on January 24, 2019 Room 220 at Springfield City Hall, 36 Court Street. Peter Spagnator, Chairman Rosa Spinosa Andew Cade Ronald Senex Michael Siciliano Licensing Board (January 14)

I.N.S.A. INC.

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that I.N.S.A. Inc. will conduct a COMMUNITY OUTREACH MEETING pursuant to MA Regulation 935 CMR 500.101(2)(b)(7) as part of its application to the Cannabis Control Commission for an ADULT USE STOREFRONT MARIJUANA RETAILER license to be located at 1200 WEST COLUMBUS AVE., SPRINGFIELD, MA. Time of Meeting: Wednesday, January 23, 2019 at 6:30 p.m. Place of Meeting: South End Citizens Council, 510 Main St., Springfield, MA. Subject: Matter of Meeting. This Community Outreach Meeting will be held to afford all interested parties an opportunity to receive information and provide testimony on I.N.S.A.'s application for an Adult Use Storefront Marijuana Retailer license proposed at 1200 West Columbus Ave., Springfield, MA. Topics to be discussed by I.N.S.A. will include: the type of adult-use Marijuana Establishment to be located at the proposed address; the steps being taken to keep the location secure and prevent diversion of product to minors; the Establishment's plan to positively impact the community, and information to demonstrate that the location will not constitute a nuisance as defined by law. The meeting will also include a Question and Answer period during which community members will be able to ask questions of and receive answers from representatives of I.N.S.A. regarding the proposal. (January 14)

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Angela M. Spaldino a/k/a Angela M. Spaldino-Simpson to "MERS", Mortgage Electronic Registration Systems, Inc., a separate corporation that is acting solely as nominee for Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage, "Lender"; its successors and assigns dated May 9, 2008 and recorded with the Hampden County Registry of Deeds, in Book 17297, Page 20, as assigned by Assignment of Mortgage dated January 3, 2018 and recorded with Hampden County Registry of Deeds, Book 22336, Page 289, of which mortgage the undersigned is the present holder for breach of the conditions of said mort-

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Community Outreach Meeting Attestation Form

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

I, Peter Gallagher, (insert name) attest as an authorized representative of I.N.S.A., Inc. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 23, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 14, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on January 14, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 14, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

I.N.S.A., INC.
NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that I.N.S.A. Inc., will conduct a COMMUNITY OUTREACH MEETING pursuant to MA Regulation 935 CMR 500.101(2)(b)(7) as part of its application to the Cannabis Control Commission for an ADULT USE STOREFRONT MARIJUANA RETAILER license to be located at 1200 WEST COLUMBUS AVE., SPRINGFIELD, MA.

Time of Meeting: Wednesday, January 23, 2019 at 6:30 p.m.

Place of Meeting: South End Citizens Council, 510 Main St., Springfield, MA

Subject Matter of Meeting: This Community Outreach Meeting will be held to afford all Interested Parties an opportunity to receive information and provide testimony on I.N.S.A.'s application for an Adult Use Storefront Marijuana Retailer license proposed at 1200 West Columbus Ave., Springfield, MA. Topics to be discussed by I.N.S.A. will include: the type of adult-use Marijuana Establishment to be located at the proposed address, the steps being taken to keep the location secure and prevent diversion of product to minors, the Establishment's plan to positively impact the community, and information to demonstrate that the location will not constitute a nuisance as defined by law. The meeting will also include a Question and Answer period during which community members will be able to ask questions of and receive answers from representatives of I.N.S.A. regarding the proposal.

INSA

January 14, 2019

Springfield, MA 01105

RE: ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING
Abutter Parcel Id No. 43030543

Dear Sir or Madam:

This letter and the enclosed notice are being provided to you as an abutter to 1200 West Columbus Ave., Springfield, MA in order to inform you of a Community Outreach Meeting to be held by I.N.S.A., Inc., regarding its application to the Massachusetts Cannabis Control Commission for an adult use storefront marijuana retailer license to be located at said address. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the South End Citizens Council, 510 Main St., Springfield, MA on January 23, 2019 at 6:30 p.m.

Please contact me at (413) 206-6339 if you have any questions regarding the above.

Sincerely,



Mark Zatyryka, CEO

I.N.S.A., INC.
NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that I.N.S.A. Inc., will conduct a COMMUNITY OUTREACH MEETING pursuant to MA Regulation 935 CMR 500.101(2)(b)(7) as part of its application to the Cannabis Control Commission for an ADULT USE STOREFRONT MARIJUANA RETAILER license to be located at 1200 WEST COLUMBUS AVE., SPRINGFIELD, MA.

Time of Meeting: Wednesday, January 23, 2019 at 6:30 p.m.

Place of Meeting: South End Citizens Council, 510 Main St., Springfield, MA

Subject Matter of Meeting: This Community Outreach Meeting will be held to afford all Interested Parties an opportunity to receive information and provide testimony on I.N.S.A.'s application for an Adult Use Storefront Marijuana Retailer license proposed at 1200 West Columbus Ave., Springfield, MA. Topics to be discussed by I.N.S.A. will include: the type of adult-use Marijuana Establishment to be located at the proposed address, the steps being taken to keep the location secure and prevent diversion of product to minors, the Establishment's plan to positively impact the community, and information to demonstrate that the location will not constitute a nuisance as defined by law. The meeting will also include a Question and Answer period during which community members will be able to ask questions of and receive answers from representatives of I.N.S.A. regarding the proposal.

INSA

Attachment
B

January 14, 2019

VIA HAND DELIVERY

Domenic J. Sarno
Mayor and Contracting Authority
City of Springfield- Springfield City Hall
36 Court Street
Springfield, MA 01103

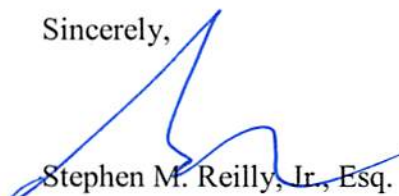
RE: NOTICE OF COMMUNITY OUTREACH MEETING

Dear Mayor Sarno:

This letter and the enclosed notice are being provided to inform you of a Community Outreach Meeting to be held by I.N.S.A., Inc., regarding its application to the Massachusetts Cannabis Control Commission for an adult use storefront marijuana retailer license to be located at 1200 West Columbus Ave., Springfield, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the South End Citizens Council, 510 Main St., Springfield, MA on January 23, 2019 at 6:30 p.m.

Please contact me at (413) 206-6339 if you have any questions regarding the above.

Sincerely,



Stephen M. Reilly, Jr., Esq.



INSA

January 14, 2019

VIA HAND DELIVERY

City of Springfield Planning Board
Attn: Gloria DeFillipo/Leo Florian, Chairs
70 Tapley Street
Springfield, MA 01104

RE: NOTICE OF COMMUNITY OUTREACH MEETING

Dear Ms. DeFillipo and Mr. Florian:

This letter and the enclosed notice are being provided to inform you of a Community Outreach Meeting to be held by I.N.S.A., Inc., regarding its application to the Massachusetts Cannabis Control Commission for an adult use storefront marijuana retailer license to be located at 1200 West Columbus Ave., Springfield, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the South End Citizens Council, 510 Main St., Springfield, MA on January 23, 2019 at 6:30 p.m.

Please contact me at (413) 206-6339 if you have any questions regarding the above.

Sincerely,



Stephen M. Reilly, Jr., Esq.

RECEIVED

JAN 14 2019

Office of
Planning & Economic Development
Springfield, Massachusetts

INSA

January 14, 2019

VIA HAND DELIVERY

Anthony Wilson, Esq., City Clerk
City of Springfield- Springfield City Hall
36 Court St.
Springfield, MA 01103

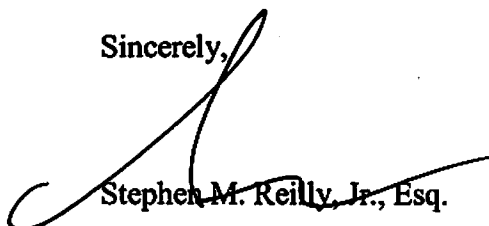
RE: NOTICE OF COMMUNITY OUTREACH MEETING

Dear Attorney Wilson:

This letter and the enclosed notice are being provided to inform you of a Community Outreach Meeting to be held by I.N.S.A., Inc., regarding its application to the Massachusetts Cannabis Control Commission for an adult use storefront marijuana retailer license to be located at 1200 West Columbus Ave., Springfield, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the South End Citizens Council, 510 Main St., Springfield, MA on January 23, 2019 at 6:30 p.m.

Please contact me at (413) 206-6339 if you have any questions regarding the above.

Sincerely,



Stephen M. Reilly, Jr., Esq.

Positive Impact Plan

Contents

1. Overview	2
1.1. Goals.....	2
2. Programs.....	3
2.1. Equitable Hiring and Recruiting Practices.....	3
2.1.1. Job Outreach Program.....	4
2.1.2. Career Development, Counseling and Mentorship Program	4
2.2. Volunteering and Charitable Giving	5
2.2.1. Volunteering Program.....	6
2.2.2. Charitable Giving Program	6
3. Appendix	8
3.1. The Food Project Letter.....	8
3.2. Cannabis Community Care and Research Network Letter	9
3.3. Mary-Anne's Kids Letter	11
3.4. Camp Fire Letter	12

1. Overview

Insa (the “Company”) strives not only to provide excellent products and customer service but to maintain a positive effect on the communities in which it operates. As such, the Company has developed a comprehensive plan to positively impact individuals and communities disproportionately harmed by cannabis prohibition pursuant to 935 CMR 500.101 and all applicable Cannabis Control Commission (the “Commission”) guidance.

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

Additionally, any actions taken, or programs instituted by the Company will not violate the Cannabis Control Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

As part of this plan, the Company will focus its efforts on disproportionately affected individuals in Springfield, MA and Lynn, MA, both of which qualify as areas of disproportionate impact as defined by the Commission.

The Commission has identified populations falling within areas of disproportionate impact as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission.
2. Commission-designated Economic Empowerment Priority applicants.
3. Commission-designated Social Equity Program participants.
4. Massachusetts residents who have past drug convictions.
5. Massachusetts residents with parents or spouses who have drug convictions.

1.1. Goals

The Company has defined the following goals in its effort to make a positive impact on individuals and communities that have been disproportionally impacted:

1. To provide job opportunities and reduce barriers of entry to disproportionately affected individuals by ensuring that at minimum 30% of the staff for this facility are disproportionately affected individuals.
2. To provide employees who are disproportionately affected individuals with the support and resources needed to aid in their professional development and facilitate the

achievement of their career goals by ensuring that at least 30% of the resources offered as part of the Company's Career Development, Counseling and Mentorship Program are reserved for disproportionately affected individuals.

3. To provide charitable support and volunteering efforts to offer additional opportunity and support to disproportionately affected individuals.

In order to achieve these goals, the Company has developed a set of programs described in the following section.

2. Programs

The Company has developed the following programs to achieve its goals as described above. Each program includes specific qualitative and quantitative measures that the Company will use to determine the success of each program.

The Company's Director of Human Resources will utilize these measurements to conduct an annual review of these programs to ensure the conditions of the plan are being met. Additionally, the progress or success of this plan will be documented annually prior to the renewal of the facility's license.

Measurements:

The Company will review the demographics of the company on an annual basis to evaluate the effectiveness of the programs and ensure that the Company meets its demographic goals as listed above:

1. Number of employees that are disproportionately affected individuals.
2. Number of employees who have been hired in the previous year who are disproportionately affected individuals.

2.1. Equitable Hiring and Recruiting Practices

Since its founding in August of 2013, the Company has grown to a staff of over 200 employees. In order to ensure that the Company achieves its goals as described in this plan the Company has instituted a Job Outreach Program and a Career Development, Counseling and Mentorship Program.

2.1.1. Job Outreach Program

The Company has developed a Job Outreach Program to ensure candidates who are disproportionately affected individuals have the opportunities and resources to apply for positions at the Company. This program consists of the following components:

1. Partnerships with organizations that provide resources and skill building for disproportionately affected individuals.
2. Job Fairs in areas of disproportionate impact.

Measurements:

The following measurements will be used to track the success of this program:

1. At least twice per year the Company will participate in presentations or events in partnership with an organization that provides resources and skill building to disproportionately affected individuals.
 - a. Number of disproportionately affected individuals that are employed by the Company.
 - b. Number of disproportionately affected individuals that applied for positions through these events or partnerships.
 - c. Number of employees who are disproportionately affected individuals that are hired through these events or partnerships.
2. At least twice per year the Company will host a job fair in an area of disproportionate impact.
 - a. Number of disproportionately affected individuals that attend these job fairs.
 - b. Number of employees who are disproportionately affected individuals that are hired through these job fairs.

2.1.2. Career Development, Counseling and Mentorship Program

In order to ensure that employees who are disproportionately affected individuals receive adequate support in their professional development and in achieving their career goals, the Company has developed a Career Development, Counseling and Mentorship Program. Resources provided to employees as part of this program include:

- Scheduled mentorship sessions with members of company leadership
- Hands-on training with experienced employees
- Access to industry training courses or relevant certification
- Financial scholarships for continuing education

- Resume and cover letter writing training and resources
- Networking opportunities

The Company's Human Resources Department will process all employee requests and administer the appropriate resources.

All company employees will be eligible to apply to participate in the Career Development, Counseling, and Mentorship Program, however, requests submitted by employees who are disproportionately affected individuals will be given priority and at least 30% of the resources available as part of this program will be reserved for employees who are disproportionately affected individuals. Additionally, the Company will grant a financial scholarship to an employee who is a disproportionately affected individual in order to support their continuing education.

Upon hire, all employees will receive an informational handout describing this program. Additionally, all employees will be regularly notified of updates and opportunities related to this program through email memoranda and flyers located in high visibility areas such as bulletin boards in breakrooms.

Measurements:

The following measurements will be used to track the success of this program:

1. Number and percentage of employees who received training, counseling or mentorship through this program that are disproportionately affected individuals.
2. At least once per quarter the company will send an email communication related to this program.
 - a. Number of company-wide emails sent to employees related to this program.

2.2. Volunteering and Charitable Giving

The Company has always been community focused and is committed to increasing its community involvement with a focus on disproportionately affect individuals. As such, the company will continue to work with Springfield and Lynn based organizations which provide benefits and services to disproportionately affected individuals.

2.2.1. Volunteering Program

The Company will conduct at least two volunteer events each calendar year which benefit disproportionately affected individuals. Examples of volunteer events that would include direct employee and community member engagement include:

- Community clean up days
- Food and coat drives
- Community benefit events including road races, walks, etc.
- Volunteering efforts at local charities including substance abuse treatment centers, homeless shelters, soup kitchens, etc.

All employees will be notified of Company sponsored volunteer opportunities through email memoranda and flyers located in high visibility areas such as bulletin boards in breakrooms.

The Company will also seek engagement with its community members through external promotion of company sponsored events including posting event information on the Company's website and social media accounts, email mailing lists, and through coordinated efforts with local community organizations.

Measurements:

The following measurements will be used to track the success of this program:

1. At least twice per year the Company will conduct a volunteer event that benefits disproportionately affected individuals.
 - a. Employee hours spent participating in volunteer events.
2. At least once per year the Company will host a clothing or food drive that benefits disproportionately affected individuals.
 - a. Quantified amount of goods collected for donation.

2.2.2. Charitable Giving Program

The Company will also seek to contribute to disproportionately affected individuals through charitable giving to local charities or organizations which benefit disproportionately affected individuals.

At least four times a year the Company will make a financial contribution to an organization which benefits disproportionately affected individuals in the amount of \$1,000 or greater.

The Company has selected the following organizations to contribute to:

- The Food Project
- Cannabis Community Care and Research Network
- Mary-Anne's Kids
- Camp Fire

The Company has included letters in the Appendix of this plan from each of these organizations affirming that they will accept funding from the Company.

Measurements:

The following measurements will be used to track the success of this program:

1. At least four times a year the Company will make a financial contribution to an organization which benefits disproportionately affected individuals in the amount of \$1,000 or greater.
 - a. Documentation and receipts of donations made.

3. Appendix

3.1. The Food Project Letter

To Whom It May Concern,

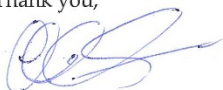
This letter is to verify that The Food Project is accepting Insa's monetary support for our organization. Insa has pledged an initial donation of \$1,000 to help with our general fund and programming. The Food Project is pleased to accept this donation from Insa and looks forward to partnering with them in the future.

The Food Project is a 501(c)(3) nonprofit, whose mission is to create a thoughtful and productive community of youth and adults from diverse backgrounds who work together to build a sustainable food system.

In 2016, The Food Project established Lynn Grows, a partnership with the Lynn Food and Fitness Alliance (LFFA), Lynn residents, and other stakeholders, that aims to build a food system that works for everyone in the city of Lynn.

Insa's donation will not be publicized in any way. The Food Project will not use Insa's name, logo, or likeness in any public materials.

Thank you,



Ashley Thibeault
Development Associate
athibeault@thefoodproject.org
(781)-259-8621

TAX ID: 04-3262532
The Food Project is a 501(c)(3) tax-exempt organization.

The Food Project



3.2. Cannabis Community Care and Research Network Letter



December 26, 2019

Re: Donation Acceptance Letter from INSA

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and **\$1,000 or more** annual donation from **INSA Springfield effective on the date of this letter.**

Payments for the Positive Impact Plan will be made to the Cannabis Center of Excellence, INC and will be affected annually upon the anniversary date of obtaining a provisional license for operation.

Cannabis Center of Excellence, INC is a 501c3 that was established Cannabis Community Care and Research Network (C3RN), a registered public benefit corporation (B Corp) based out of Worcester, MA. C3RN hosts a network of dedicated academics, industry, healthcare providers, consumers and patients that aim to end the stigma around medical and adult use cannabis through research and education. C3RN and Holyoke Community College host a Cannabis Education Center workforce and business opportunities for those who have been disadvantaged by the drug war, are unemployed or under employed. Learn more here: www.cannacenterofexcellence.org and www.cannabiseducationcenter.org. C3RN has established a non-profit 501c3 organization Cannabis Center of Excellence, INC. which will manage a scholarship program for the HCC Cannabis Education Center.

Positive Impact Plan Activities

INSA's annual donation will be used to support scholarships for students to a certificate workforce training and internship program offered through the Cannabis Education Center at Holyoke Community College and Cannabis Center of Excellence, Inc. Scholarships will be given to students who are unemployed or under-employed, have been disproportionately impacted by the drug war, and/or other criteria identified by the CCC as eligible for social equity program. Certificates of completion can be provided to **INSA**, the CCC, and learners.

INSA agrees to partner in the following ways:

1. Promotion of the training program for the purpose of recruiting participants;
2. Sharing of expertise of company staff as well as offering the opportunity for site visits when permitted by the MA Cannabis Control Commission;
3. Participating in mock interviews and other job readiness components of the training;
4. Participation in internship and job placement activities, including but not limited to job fairs;



5. Provide feedback to HCC and C3RN on a regular basis including but not limited to information regarding best practices.
6. Providing scholarships for students to attend cannabis workforce trainings

It is \$3,000 to sponsor one student for workforce training and a scholarship.

Payment will be made to the 501c3 non-profit Cannabis Center of Excellence INC. This letter and subsequent agreements (MOA) are subject to the laws of the Commonwealth of Massachusetts and the rules and regulations of the MA CCC.

Sincerely,

A handwritten signature in black ink, appearing to read "Marion McNabb", with a stylized flourish at the end.

Marion McNabb, MPH, DrPH
CEO, Cannabis Community Care and Research Network (C3RN)

President, Cannabis Center of Excellence, INC

marion@c3researchnetwork.com

3.3. Mary-Anne's Kids Letter



March 5, 2020

Mark Zatyorka
122 Pleasant Street, Suite 144
Easthampton, MA 01027

Dear Mark

You have felt the comfort, joy and peace of living in a family. Fortunately, some kids without a loving family of their own are welcomed into a caring *foster* family. And now, thanks to your generous donation to MaryAnne's Kids and your continuous support, local foster children will get do things that most kids take for granted.

Here are four ways your generous donation to MaryAnne's Kids is helping local children in foster care:

- Thanks to you, a young athlete is playing on the soccer team with other kids from her school.
- Thanks to you, a budding musician is taking violin lessons and performing with a local youth orchestra.
- Thanks to you, a teen-aged girl recently had the time of her life at prom, dressed to the nines.
- Thanks to you, a high school student was able to take the Driver's Ed course and get his license.

MaryAnne's Kids is a special fund established to provide opportunities for local children in foster care to pursue special interests in things like music, dance, art, sports, summer camps, extra-curricular education, special events and more. These experiences can make a dramatic and lasting difference in how foster children see themselves. The state foster care system does NOT pay for these opportunities. They only happen when kind-hearted people like YOU choose to give. Not everyone appreciates the significance of our work with this especially vulnerable population of children, but you 'get it.'

Yes, your support matters! It's truly appreciated and I wanted you to know.

We are confirming that we are open to accepting Insa's monetary support for our organization to help our general fund and programs. We are pleased and thankful to continue accepting donations from Insa and look forward to the future. Insa's donation would not be publicized in any way, and our organization will not use Insa's name, logo, or likeness in any public materials.

Most sincerely,



Yamilca Nogue
Event Coordinator
CHD'S MaryAnne's Kids
Tax Id: 042 503 926

246 Park Street | West Springfield, MA 01089 | T: 413-781-6556 | F: 413-781-6523 | www.chd.org



3.4. Camp Fire Letter



To Whom It May Concern,

This letter is to verify that Camp Fire North Shore is accepting Insa's monetary support for our organization. Insa has pledged an initial donation of \$1,000.00 to assist with the general operating budget which supports summer camp, club and after school programming. Camp Fire North Shore is pleased to accept this donation from Insa and looks forward to an amicable relationship with Insa in the future.

Camp Fire North Shore is located in both Lynn and Salem, MA.

Camp Fire North Shore is a 501c(3) nonprofit, whose mission is to provide safe and inclusive out of school time programming that empowers youth to thrive and become caring and confident leaders.

Insa's donation will not be publicized in any way. In addition, Camp Fire North Shore will not use Insa's name, logo, or likeness in any public materials.

Sincerely,

Laurie Hamill
Executive Director


Examiner

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)


Name
Approved

ARTICLE I

The exact name of the corporation is:


Hampden Care Facility, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

See Attached.

C ☐
P ☐
M ☐
R.A. ☐


P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

Hampden Care Facility, Inc.
Articles of Organization
Article II: Purposes

The corporation is organized for nonprofit purposes including, but not limited to, promoting patient care, encouraging medical research, and supporting community development throughout Massachusetts. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purpose.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

May Be Set Forth in Bylaws.

ARTICLE IV

****Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:**

See Attached.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

****If there are no provisions, state "None".**

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

The corporation is organized exclusively for nonprofit purposes. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

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

a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

180 Orange Street
Springfield, MA 01108

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

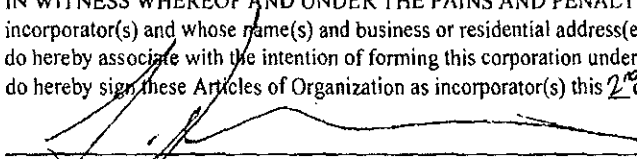
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:	See Attached.		
Clerk:			
Directors: (or officers having the powers of directors)			

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is: NA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) *are clearly typed or printed* beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 2nd day of August, 2013.



Tracey Bolotnick
Huryit & Associates, 1150 Walnut Street, Newton, MA 02461

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

Hampden Care Facility, Inc.
Articles of Organization
Article VII: Officers and Directors

Officers

Tom Gallagher, President
34 Mountainview St
Springfield, MA 01108

Tom Gallagher, Treasurer
34 Mountainview St
Springfield, MA 01108

Tom Gallagher, Clerk
34 Mountainview St
Springfield, MA 01108

Directors

Tom Gallagher
34 Mountainview St
Springfield, MA 01108

Peter Gallagher
1 University Place, 22H
New York, NY 10003

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

6884

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$35 having been paid, said articles are deemed to have been filed with me this 5 day of August 2013.

1203751

Effective date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

SECRETARY OF THE COMMONWEALTH
2013 AUG -5 PM 2:33
CORPORATION DIVISION

TO BE FILLED IN BY CORPORATION
Contact information:

Adam Fine
Vicente Sederberg LLC
77 Franklin Street, Floor 3
Boston, MA 02110

Telephone: (617) 299-6650

Email: Adam@VicenteSederberg.com

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.

BYLAWS

OF

I.N.S.A, INC.

Dated January 23, 2017

BYLAWS
OF
I.N.S.A, INC.

TABLE OF CONTENTS

ARTICLE I SHAREHOLDERS.....	1
<i>Section 1. Annual Meeting</i>	<i>1</i>
<i>Section 2. Special Meetings</i>	<i>1</i>
<i>Section 3. Place of Meetings.....</i>	<i>1</i>
<i>Section 4. Requirement of Notice.....</i>	<i>1</i>
<i>Section 5. Waiver of Notice.....</i>	<i>1</i>
<i>Section 6. Quorum</i>	<i>2</i>
<i>Section 7. Voting and Proxies.....</i>	<i>2</i>
<i>Section 8. Action at Meeting</i>	<i>2</i>
<i>Section 9. Action without Meeting by Written Consent</i>	<i>3</i>
<i>Section 10. Record Date</i>	<i>3</i>
<i>Section 11. Meetings by Remote Communications</i>	<i>3</i>
<i>Section 12. Form of Shareholder Action.....</i>	<i>4</i>
<i>Section 13. Shareholders List for Meeting.....</i>	<i>4</i>
<i>Section 14. Adjournment of Meetings</i>	<i>5</i>
ARTICLE II DIRECTORS.....	5
<i>Section 1. Powers.....</i>	<i>5</i>
<i>Section 2. Number and Election.....</i>	<i>5</i>
<i>Section 3. Vacancies</i>	<i>5</i>
<i>Section 4. Change in Size of the Board of Directors</i>	<i>6</i>
<i>Section 5. Tenure</i>	<i>6</i>
<i>Section 6. Resignation.....</i>	<i>6</i>
<i>Section 7. Removal.....</i>	<i>6</i>
<i>Section 8. Regular Meetings</i>	<i>6</i>
<i>Section 9. Special Meetings</i>	<i>6</i>
<i>Section 10. Notice</i>	<i>6</i>
<i>Section 11. Waiver of Notice.....</i>	<i>6</i>
<i>Section 12. Quorum</i>	<i>7</i>
<i>Section 13. Action at Meeting</i>	<i>7</i>
<i>Section 14. Action Without Meeting.....</i>	<i>7</i>
<i>Section 15. Telephone Conference Meetings</i>	<i>7</i>
<i>Section 16. Committees</i>	<i>7</i>
<i>Section 17. Compensation.....</i>	<i>8</i>
<i>Section 18. Standard of Conduct for Directors</i>	<i>8</i>
<i>Section 19. Conflict of Interest.....</i>	<i>8</i>
<i>Section 20. Loans to Directors.....</i>	<i>9</i>
ARTICLE III MANNER OF NOTICE TO SHAREHOLDERS AND DIRECTORS.....	10

ARTICLE IV OFFICERS	11
<i>Section 1. Enumeration</i>	11
<i>Section 2. Appointment</i>	11
<i>Section 3. Qualification</i>	11
<i>Section 4. Tenure</i>	11
<i>Section 5. Resignation</i>	11
<i>Section 6. Removal</i>	11
<i>Section 7. President</i>	11
<i>Section 8. Treasurer</i>	11
<i>Section 9. Secretary</i>	12
<i>Section 10. Standards Of Conduct For Officers</i>	12
ARTICLE V PROVISIONS RELATING TO SHARES.....	12
<i>Section 1. Issuance and Consideration</i>	12
<i>Section 2. Share Certificates</i>	12
<i>Section 3. Uncertificated Shares</i>	13
<i>Section 4. Record and Beneficial Owners</i>	13
<i>Section 5. Lost or Destroyed Certificates</i>	13
ARTICLE VI CORPORATE RECORDS	13
<i>Section 1. Records to be Kept</i>	13
<i>Section 2. Inspection of Records by Shareholders</i>	14
<i>Section 3. Scope of Inspection Right</i>	15
<i>Section 4. Inspection of Records by Directors</i>	15
ARTICLE VII INDEMNIFICATION	16
<i>Section 1. Definitions</i>	16
<i>Section 2. Indemnification of Directors and Officers</i>	16
<i>Section 3. Advance for Expenses</i>	17
<i>Section 4. Determination of Indemnification</i>	17
<i>Section 5. Notification and Defense of Claim; Settlements</i>	18
<i>Section 6. Insurance</i>	19
<i>Section 7. Application of this Article</i>	19
ARTICLE VIII FISCAL YEAR	19
ARTICLE IX AMENDMENTS	20

ARTICLE I

SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Section 3. Place of Meetings. All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article.

Section 4. Requirement of Notice. A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular

matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these Bylaws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these Bylaws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

Section 7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of

affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

Section 10. Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 11. Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote

communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 12. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 13. Shareholders List for Meeting.

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place

identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

Section 14. Adjournment of Meetings. Subject to the provisions of Sections 4, 6(b) and 10 of this Article I relating to adjourned meetings, any meeting of shareholders may be adjourned from time to time to any other time and to any other place at which a meeting of shareholders may be held under these Bylaws (including the adjournment of a meeting held at a place to a meeting held solely by means of remote communication and *vice versa*) by the holders of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote though less than a quorum with respect to any one or more matters to be voted upon at the meeting, or, if no shareholder is present or represented by proxy, by any officer entitled to preside at or to act as secretary of such meeting, without notice other than announcement at the meeting before adjournment of the time and place (if any), and the means of remote communication, if any, by which shareholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting.

ARTICLE II

DIRECTORS

Section 1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

Section 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the

vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs. If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group or the Directors elected by that voting group are entitled to vote to fill the vacancy.

Section 4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

Section 6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. Removal. The shareholders may remove one or more Directors with or without cause but if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 10. Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

Section 11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed

with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires

be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

Section 17. Compensation. The Board of Directors may fix the compensation of Directors.

Section 18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

Section 19. Conflict of Interest.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(1) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(2) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

Section 20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE TO SHAREHOLDERS AND DIRECTORS

All notices to shareholders and Directors hereunder shall conform to the following requirements:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

Section 3. Qualification. The same individual may simultaneously hold more than one office in the Corporation.

Section 4. Tenure. Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

Section 5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

Section 7. President. The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 9. Secretary. The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 10. Standards Of Conduct For Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors, with the approval of shareholders holding a majority of the outstanding Common Stock of the Corporation, may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors, with the approval of shareholders holding a majority of the outstanding Common Stock of the Corporation, may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors, with the approval of shareholders holding a majority of the outstanding Common Stock of the Corporation, shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

Section 2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and

series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

Section 3. Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

Section 4. Record and Beneficial Owners. The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

Section 5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares

held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Massachusetts Secretary of State.

Section 2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) only if:

(1) his or her demand is made in good faith and for a proper purpose;

(2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(3) the records are directly connected with his or her purpose; and

(4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

Section 3. Scope of Inspection Right.

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

Section 4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent

reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII

INDEMNIFICATION

Section 1. Definitions. In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative and whether formal or informal.

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

Section 3. Advance for Expenses. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

Section 4. Determination of Indemnification. The determination of whether a Director has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more disinterested Directors, by the Board of Directors by a majority vote of all the disinterested Directors, a majority of whom shall for such purpose

constitute a quorum, or by a majority of the members of a committee of two or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination.

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit,

proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

Section 6. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

Section 7. Application of this Article.

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these Bylaws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be the year ending with December 31 in each year, or such other fiscal year end date as the Board of Directors shall approve.

ARTICLE IX

AMENDMENTS

(a) The power to make, amend or repeal these Bylaws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A Bylaw dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

D
PC

The Commonwealth of Massachusetts

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

FORM 100-1 (1-15-17)

Articles of Amendment

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

(1) Exact name of corporation: INSA, Inc.

(2) Registered office address: 35 Center Street, Suite 1A, Chicopee, MA 01013
(number, street, city or town, state, zip code)

(3) These articles of amendment affect article(s): I
(specify the number(s) of article(s) being amended (I-VI))

(4) Date adopted: January 25, 2018
(month, day, year)

(5) Approved by:

(check appropriate box)

- ☐ the incorporators.
☐ the board of directors without shareholder approval and shareholder approval was not required.
☒ the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

ARTICLE I

The exact name of the corporation is:

I.N.S.A., Inc.

To change the number of shares and the par value, * if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

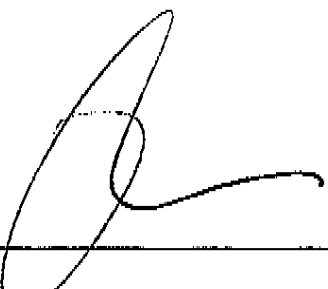
Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE

- (7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: _____

Signed by:  _____
(signature of authorized individual)

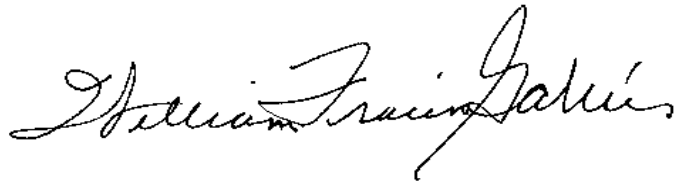
- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 25th day of January, 2018

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:

January 26, 2018 09:35 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Non-Profit with a Pending Provisional or Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MI

INSA, Inc. is a registrant
with the Department of Public Health
in accordance with 105 CMR 725.100(C)
as of December 27, 2017.

Bryan Harter

Bryan Harter
Director

Medical Use of Marijuana Program
Bureau of Healthcare Safety and Quality
Massachusetts Department of Public Health

- (1) Exact name of the non-profit: INSA, Inc. 463327054
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
- (3) The plan of entity conversion was duly approved in accordance with the law.
- (4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

INSA, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:*

Producing, acquiring, and distributing medical and wellness supplies, services and cannabis, and engaging in any other business activities related thereto, and conducting and other lawful business activities permissible under the Massachusetts General Laws.

5
P.C.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	100			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

Not applicable

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

ARTICLE VI

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

See attached continuation sheet

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

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Attachment Sheet

ARTICLE VI

Other lawful provisions:

1. Minimum number of Directors. The Board of Directors may consist of one or more individuals, notwithstanding the number of shareholders.
2. Personal liability of Directors to corporation. No Director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a Director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a Director (a) for any breach of the Director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the Director derived an improper personal benefit.
3. Shareholder vote required to approve matters acted on by shareholders. With respect to any matter as to which the affirmative vote of more than a majority of the shares in any voting group shall be required by any provision of Chapter 156D of the General Laws of Massachusetts for the approval of the matter, the affirmative vote of a majority of all the shares in any such voting group eligible to vote on the matter shall be sufficient for the approval of the matter notwithstanding that such greater vote on the matter would be otherwise required.
4. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.
5. Authorization of Directors to make, amend or repeal bylaws. The Board of Directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the shareholders.
6. Authority of directors to create new classes and series of shares. The Board of Directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the Board of Directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization approved by the shareholders.

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
35 Center Street, Suite 1A, Chicopee, MA 01013
- b. The name of its initial registered agent at its registered office:
Thomas Gallagher
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Thomas Gallagher

Treasurer: Thomas Gallagher

Secretary: Alexa Gallagher

Director(s): Thomas Gallagher, Alexa Gallagher, Bruce Nassau, Jennifer Gottschlicht

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
To provide natural products to patients and the community, and selling and dispensing cannabis.
- f. The street address of the principal office of the corporation:
35 Center Street, Suite 1A, Chicopee, MA 01013
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

35 Center Street, Suite 1A, Chicopee, MA 01013, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by: Thomas Gallagher
(signature of authorized individual)

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

on this 21st day of December, 2017

COMMONWEALTH OF MASSACHUSETTS

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

**Articles of Entity Conversion of a
Domestic Non-Profit with a Pending Provisional or
Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation**
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)



204

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 475 having been paid, said articles are deemed to have been filed with me this 22 day of January, 2018, at 2:09 a.m. (p.m.) time

Effective date: _____
(must be within 90 days of date submitted)



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth


Examiner

Name approval

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION
Contact Information:

C
M

Yongha Lee, Paralegal

Morse, Barnes-Brown & Pendleton, P.C.

230 Third Avenue, 4th Floor, Waltham, MA 02451

Telephone: 781-697-2248

Email: ylee@mbbp.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor. If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

SECRETARY OF THE
COMMONWEALTH
2018 JAN 23 PM 2:09
CORPORATION

1304103



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

mass.gov/dor

Letter ID: L0938756992
Notice Date: May 13, 2019
Case ID: 0-000-409-327



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PETER GALLAGHER
INSA INC.
122 PLEASANT ST STE 144
EASTHAMPTON MA 01027-1359

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, INSA INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

May 15, 2019

TO WHOM IT MAY CONCERN:

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

I.N.S.A., INC.

is a domestic corporation organized on **January 23, 2018**, under the General Laws of the Commonwealth of Massachusetts.

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By: IL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lighthouse Insurance Agency, Ltd 470 West Broadway South Boston MA 02127		CONTACT NAME: Ralph Lambert PHONE (A/C, No, Ext): (617) 464-3777 FAX (A/C, No): (617) 464-3888 E-MAIL ADDRESS:	
INSURED Hampden Care Facility Inc 35 Center St Chicopee MA 01013		INSURER(S) AFFORDING COVERAGE INSURER A: Hannover SE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1762332946**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TBA	6/23/2017	6/23/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			TBA	6/23/2017	6/23/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is provided to Holder as proof of active coverage for above Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Massachusetts Department of Public Health
250 Washington St
Boston, MA 02108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Boucher/JACK

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Executive Summary

- Insa is an operating medical and adult-use cannabis company with experience in all aspects of the supply chain.
- Insa will continue to serve the medical and adult-use markets by leveraging its existing infrastructure. All medical and adult-use products will be virtually segregated, and medical and recreational products will be physically separated in the dispensary to protect patient privacy.
- Insa will offer a broad menu of products to medical patients and adult-use consumers. All adult-use edible products will be produced and sold in 5 mg units. All products (medical and adult-use) will be sold in child-resistant, re-sealable containers and patients & consumers will be provided with opaque exit packaging.
- The majority of Insa's production capacity will be allocated to producing adult-use products in order to meet the anticipated demand. However, Insa will allocate resources to ensure that we are still able to serve our medical patients.
- Insa is well capitalized and has sufficient financial resources to successfully develop the Springfield dispensary on schedule. In addition, the company is highly confident in its ability to access debt or/equity financing if necessary.
- Insa's management team has a breadth of experience in healthcare, medical cannabis, finance, development, retail, and compliance. In addition, the Insa management team has experience operating in the Massachusetts medical cannabis market.

Business Overview:

Insa is a vertically integrated medical and adult-use cannabis business located in Massachusetts. The company currently operates two cannabis dispensaries (in Easthampton, MA and Springfield, MA). In addition, Insa operates a state-of-the-art indoor cultivation facility, production lab, and commercial kitchen in Easthampton, MA. Insa received its Final Certificate of Registration in July 2017 in Easthampton and began cultivating medical cannabis shortly thereafter. The cultivation facility is has 500 1,000W HPS lights, but the company is expanding its production capacity to >1,500 lights. Insa also constructed a production lab that uses ethanol and hydrocarbon solvents to extract cannabinoids from plant material for concentrated and manufactured products. The extraction lab and commercial kitchen commenced operations in Jan 2018. The company opened its first medical cannabis dispensary in Easthampton, MA in January 2018. The Springfield medical dispensary commenced operations in May 2018. In December 2018, Insa received approval to commence selling adult-use cannabis in Easthampton, MA. The company was also awarded a medical cannabis grower-processor

license in PA and is currently constructing a cultivation and production facility in Shamokin Dam, PA.

Operations Plan:

Insa intends to leverage its current infrastructure and systems to develop and dispense medical and adult-use cannabis products.

- **Cultivation & Processing Operations:** Insa cultivates medical and adult-use cannabis in its Easthampton cultivation facility. The company has 500 HPS lights currently, but is expanding its production facility from ~40,000 sq ft to ~90,000 sq ft which will dramatically increase the canopy. At harvest, plants are converted into separate harvest batches and subsequently converted into either flower based products (wall flower or pre-rolls) or manufactured products (concentrates or edibles). At retail, products are virtually segregated as medical or adult-use products and tracked separately. Insa is committed to providing medical patients with the same production selection as adult-use customers and ensure adequate inventory to meet their needs.
- **Dispensary Operations:** The Insa Springfield dispensary on 1200 West Columbus Ave will be adult-use only. Upon entering the dispensary, an Insa receptionist will verify the credentials of the adult use consumers. Consumers will be required to present a valid government identification showing that they are 21 years of age or older. Consumers will only be able to purchase 1 ounce of cannabis flower or 5 grams of cannabis concentrates. Insa will provide a full selection of cannabis products: flower, edibles, concentrates, vaporizers, topicals, and accessories. Insa will employ a 3M card scanning system to verify the authenticity of identifications and prevent over-service.

Products and Services:

Insa currently offers a broad menu of medical cannabis products to patients. The company intends to offer similar products to adult-use customers, however on specific products (e.g. capsules and edibles) Insa will provide higher dosed medical products to provide patients with an appropriate dose to treat their medical condition. Below is a list of Insa's medical and adult-use products by dose:

	Medical	Adult-Use
<u>Flower</u>		
Dried Flower	12 cultivars pre-packaged in 1.0, 3.5, and 7.0 gram units	12 cultivars pre-packaged in 1.0, 3.5, and 7.0 gram units
Ground Flower	Limited cultivars pre-packaged in 3.5, 7.0, 14.0 gram units	Limited cultivars pre-packaged in 3.5, 7.0, 14.0 gram units
Pre-rolls	0.5 and 1.0 gram pre-rolls	0.5 and 1.0 gram pre-rolls
<u>Edibles</u>		

Chocolate Bars	50 mg bars with ten 5mg bites	50 mg bars with ten 5mg bites
Lozenges	5 mg unit packaged in 50	5 mg unit packaged in 50
Fruit Chew	5 mg unit packaged in 50 mg units	5 mg unit packaged in 50 mg units
Tincture	150 mg 10ml unit	150 mg 10ml unit
<u>Concentrates</u>		
Wax	1.0 g units	1.0 g units
Live Sugar	1.0 g units	1.0 g units
Shatter	1.0 g units	1.0 g units
Crumble	1.0 g units	1.0 g units
Disposable Vaporize	350 mg pen	350 mg pen
Reusable Cartridge	500 mg and 1,000 mg carts	500 mg and 1,000 mg carts
Capsules	10 mg capsules in 50 and 100 mg packages	5 mg capsules in 50 mg packages

All products will be pre-packaged prior to reaching the dispensary in child-resistant, re-sealable containers. In addition, all patients and consumers will be provided with opaque exit packaging.

Market Analysis:

- MA Outlook:** In 2017, adult-use cannabis sales in Colorado were \$1.5 billion.¹ Assuming \$7/gram pricing², the implied cannabis demand was ~472,000 lbs (38 grams / person). Massachusetts has a population of 6.9 million persons. If demand is comparable to Colorado, then demand could be 573,000 lbs of cannabis. As of August 2018, there were only 38 approved medical marijuana dispensaries (operated by 27 vertically integrated companies) compared to 742 licensed retail cultivators in CO. Therefore, Insa expects there to be a supply-demand imbalance at the start of the adult-use program in MA. Based on data from legal retail markets, the sales of retail cannabis are typically ~5x those of medical cannabis. As such, Insa intends to allocate the majority of its cultivation and production capacity to producing adult-use products in order to help to meet the anticipated demand for adult-use cannabis. In addition, Insa is currently expanding its production facility from 39,000 s.f. to 89,000 s.f. to meet the adult-use demand.
- Springfield Outlook:** The company believes that the proposed site will attract customers from ~30 minutes from the proposed site. As such, the company believes that there are >1M people in its service area. According to a survey from the Dept of Public Health, approximately 20% of MA residents consume cannabis. Therefore, Insa

¹ <https://www.colorado.gov/pacific/revenue/colorado-marijuana-sales-reports>

² BDS Analytics

estimates that there could be 200,000 cannabis consumers in the Insa Springfield service area.

The proposed site is on a heavily trafficked thoroughway (I-91) with excellent visibility and accessibility. According to the MA Dept of Transportation, the traffic by the proposed site is >100,000 vehicles per day. The company's financial model assumes that 1-2% of the existing traffic is required to support its projections.

Financial Position:

Based on the company's market analysis, Insa Springfield is projected to have an active customer base of 30,000 to 40,000. Assuming \$60 per transactions, Insa Springfield is expected to generate \$32.4MM, \$27.0MM, and \$21.6MM in FY2020, FY2021, and FY2022, respectively. This assumes 23% market share in 2020, 19% share in 2021, and 15% share in 2022 as more competition enters the market.

Insa has an established cannabis brand in MA. Given the company's brand recognition and extensive distribution list, Insa believes that the revenue of the Insa Springfield store will ramp quickly, and the company expects the Insa Springfield store to achieve profitability in the first month of operation. The store is expected to generate a net margins of ~15-30%.

Insa believes these assumptions are extremely conservative given that they do not reflect any cannabis tourism or a broader service area. Insa currently attracts medical patients from as far away as Worcester and Boston to its Springfield and Easthampton dispensaries. These estimates serve as a conservative operating scenario for planning purposes. However, Insa has ample production capacity to meet demand well beyond what is contemplated in this scenario.

See the full financial model in the Appendix 1.

Capitalization:

Insa has sufficient financial resources to operate successfully in the adult-use market. Insa is currently profitable. Insa currently has approximately >\$3M in cash on deposit at financial institutions. The company expects to continue to generate significant excess cash flow to fund the development of the Springfield site internally. However, if necessary, Insa is highly confident in its ability to raise additional debt and/or equity financing.

Insa estimates the cost of developing the retail dispensary to be approximately \$1,300,000:

INSA Springfield Construction Budget	
Construction Plans & MEP	\$55,000
Demolition	\$45,000
Landscaping	\$25,000
Fencing	\$45,000
Canopy	\$55,000
Millwork	\$95,000
Metal Work	\$75,000
Signage	\$30,000
Storefront	\$75,000
Doors, Frames & Hardware	\$30,000
Drywall	\$75,000
Flooring	\$75,000
Painting	\$45,000
Toilets & Accessories	\$4,000
Cabinetry (breakroom)	\$3,500
Plumbing	\$15,000
HVAC	\$65,000
Electrical	\$40,000
Security	\$100,000
General Conditions	\$40,000
FF&E	\$300,000
Total	\$1,292,500

Insa has sufficient resource to fund the development of the proposed site.

Operational Timeline:

Insa expects the Springfield dispensary to be operational by November 2019. This timeline is informed by the company's experience permitting and constructing the Easthampton and Springfield dispensaries.

Salem Retail Dispensary Timeline	
Milestone	Date
<u>Licensing Timeline</u>	
Host Community Agreement Application Submitted	10/5/18
Adult-use Application Submitted	10/5/18
Special Permit Meeting	10/17/18
Special Permit Approval	11/6/18
Host Community Agreement Approval	11/30/18
Property Closing	12/30/18
Receipt of Provisional Adult-Use Licence	4/3/19
CCC Final Inspections	6/28/19
Receipt of Final Adult-Use Licence	7/5/19
<u>Construction Timeline</u>	
Building Permits	1/13/19
Interior Renovation Completion	4/13/19
Exterior Renovation Completion	4/30/19
Site work Completion	4/30/19
Receipt of Certificate of Occupancy	5/14/19
<u>Operational Start-up</u>	
Staff Hiring Completed	5/15/19
Staff background checks & registration complete	6/14/19
Staff Training Completed	6/28/19
Commercial Opening	7/6/19

Management & Operating Team:

Insa's management team has a breadth of experience in healthcare, medical cannabis, finance, development, retail, compliance and regulation. In addition, the Insa management team has experience operating in the Massachusetts medical cannabis market. Below are the biographies of Insa's manager and key employees:

- ***Mark Zatyorka (Chief Executive Officer)*** – Mr. Zatyorka has significant healthcare and medical cannabis business experience. In addition, Mr. Zatyorka has devoted his life to serving patients and has deep understanding of the patient's perspective. Mr. Zatyorka serves on the Board of Directors for the AIDS Foundation of Western Massachusetts, which focuses on patient support and AIDS education in the community. In addition, Mr. Zatyorka also co-founded the Connecticut Hemophilia Society, a nonprofit that continues to thrive today. He developed the organizations operational and financial structure to ensure longevity and compliance.

Mr. Zatyorka currently serves as the Chief Executive Officer of the Insa. He was instrumental in developing the company including designing the facility, recruiting executives/employees, developing operating procedures, working with local municipalities to obtain approvals, setting up the corporate infrastructure, and raising capital.

Mr. Zatyorka has an extensive healthcare background that is relevant to the medical cannabis industry. Mr. Zatyorka has been an owner/operator of a specialty pharmacy for

approximately 10 years. His experience managing a specialty pharmacy is directly transferable to the medical cannabis industry business. Both businesses are heavily regulated and focused on dispensing therapeutics and related services to patients. Hemophilia products are similar to medical cannabis in that they both require close inventory management, careful product handling and tracking, and patient education. In addition, AHF dispenses controlled substances, so Mr. Zatyorka has firsthand experience with the regulations and handling of controlled substances.

From 2006-2014, Mr. Zatyorka has owned and operated American Homecare Federation, Inc. (AHF), a Connecticut-based specialty pharmacy focused on dispensing hemophilia medications including controlled substances and providing patient services. The company provides patients with all essential medication and supplies, nursing support, infusion training, educational materials and social services. In addition, AHF handles all insurance issues. AHF pharmacists and technicians are available 24 hours every day of the year. For the past 14 years, AHF has received a satisfactory rating from 100% of their patients. AHF has also received the Joint Commission's gold seal of approval for the past eight years. AHF was acquired by Diplomat, a publicly traded specialty pharmacy. Mr. Zatyorka was instrumental in negotiating the terms of the transaction and was retained by Diplomat following the acquisition to serve on the management team. Prior to being acquired by Diplomat, AHF generated revenues of \$24 million and was growing revenue at 10% cumulative annual growth rate. Mr. Zatyorka directly managed 20 pharmacists. Mr. Zatyorka was recognized by Business West, the business journal of Western Massachusetts, as one of the top businessmen in the area under the age of forty.

- **Peter Gallagher (Chief Financial Officer)** – Mr. Gallagher has significant healthcare and finance experience. In his early career, he was a healthcare investor at Ziff Brothers Investments (2007-2014), a multi-billion family office, where he helped to manage the healthcare investments. More recently, he was a Managing Director/Partner at Signpost Capital Advisors (2014-2017), a NY based investment fund with several hundred million in assets under management, where he was responsible for managing the healthcare investments.

Through his experience as a healthcare investor, Mr. Gallagher has developed a strong understanding of the financial model for healthcare manufacturing and service business including the margin profile, cost structure, liquidity and working capital requirements, and cash flow profile.

In 2013, Mr. Gallagher co-founded Insa (formerly Hampden Care Facility, Inc). He was intimately involved in the development of the company since its inception. He was responsible for developing the financial infrastructure, preparing financial projections/budgets, managing expenses and cash flow, and arranging financing. He currently manages the finances of the company and involved managing the operations. He has a strong operational knowledge of the cannabis as well as finance experience.

- ***Patrick Gottschlicht (Chief Operating Officer)*** – Mr. Gottschlicht has a successful track record as an operator and entrepreneur. He built a real estate development and management company as well as founded and operates a successful restaurant.

Mr. Gottschlicht co-founded and serves as the COO of Insa, Inc. At Insa, he oversees the cultivation, processing, and dispensing operations at which involves managing a staff of approximately 100 employees. He is experienced in developing production schedules, scaling & streamlining operations, and managing costs. In addition, he also has experience recruiting, hiring, developing, and managing employees. Mr. Gottschlicht was integral to developing the operational systems and controls on the business.

Importantly, Mr. Gottschlicht has extensive knowledge and experience managing construction projects. He served as the general contractor for Insa's Easthampton and Springfield construction projects. He was responsible for overseeing the development of the architectural and mechanical plans, preparing the construction budget and timeline, contracting the project, and delivering the project on schedule and budget. With Mr. Gottschlicht's oversight Insa is highly confident in its ability to quickly develop and successfully the proposed adult-use site on West Columbus Ave in Springfield, MA.

- ***Steve Reilly, Jr (General Counsel & Chief Compliance Officer)*** – Attorney Reilly has extensive compliance experience through representation of the government and private entities. As general counsel to the City of Springfield Board of License commissioners from 2009-2017 Attorney Reilly was responsible for ensuring compliance with alcohol and entertainment licensing laws in the City of Springfield, the fourth largest such licensing entity in New England. Oversight included approximately 200 licensees in matters from original applications and renewals to violations prosecuted before state agencies and state and federal courts. During that time Attorney Reilly has also represented other municipalities and private entities in licensing matters giving him a diversity of experience in compliance matters. Attorney Reilly has represented private individuals and municipalities in matters including but not limited to planning, zoning, real estate and procurement.

Attorney Reilly joined Insa in 2013 as the General Counsel and Chief Compliance Officer. He has represented the company on municipal issues and zoning matters as well as negotiated corporate agreements (such as host community agreements). He has worked extensively with communities, legislators, and local officials to educate them about the medical cannabis business and the associated regulations. In addition, he uses his compliance experience to ensure that Insa operates in full compliance with all applicable state laws and regulations relating to anti-diversion, record keeping, and reporting among others. Attorney Reilly brings significant legal and compliance experience to Insa.

- **Mike Evans (General Manager)** – Mike brings a wealth of cannabis retail experience to the company. Mike started his career in the cannabis industry with The Green Solution (TGS), a Colorado-based retail and medical cannabis company, as an hourly Sales Associate. During his tenure with the company, he helped expand the business from 4 locations to 15 locations and helped the company become one of the largest and most successful cannabis companies in Colorado. During his time at TGS, Mike worked his way from Sales Associate to General Manager. As a testament to his retail acumen, he was given responsibility of TGS's second most successful retail store which consistently served 900-1,200 people per day. Mike has experience developing stores, managing inventory, commercializing products, and hiring, training, and managing large teams. In 2018, Mike joined the Insa team as the Retail Manager and was quickly promoted to General Manager. Mike has been integral to Insa's success in the MA market and has been instrumental in developing the Insa's retail roadmap.
- **Brian Hammond (Head of Security)** – Mr. Hammond has a wealth of security experience and medical cannabis security experience. He began his career in the Connecticut Department of Corrections in 1995 and retired in 2016. He began his career as a correction officer where he was responsible for monitoring and managing inmate activities and responding to emergencies. He was responsible for maintaining details logs and preparing detailed reports surrounding incidents. He was promoted to Correctional Treatment Officer in 1997. In this role, Mr. Hammond assisted professional members of the treatment team in recognizing and handling inmate behavioral problems and supervised and counseled inmates. Through this experience, he developed excellent conflict resolution and communication skills. He was promoted to Lieutenant in 2000. As Lieutenant, he trained and managed a staff of 120 correction officers. He was responsible for managing tactical operations and all security related issues in the prison. He was directly responsible for developing systems to prevent and detect diversion and maintain a safe, security facility. In 2017, he joined Insa as the Director of Security. Mr. Hammond's experience in the corrections department was transferable to the medical cannabis business. He was an integral to developing the security systems and transport procedures to ensure the safe and successful operations at Insa. He trained and manages 6 security associates at Insa. He is knowledgeable of compliance and regulatory aspects of the medical cannabis industry.

Appendix 1: Financial Model

Insa - 1200 West Columbus Ave Projections					
	2020	2021	2022	2023	2024
Sales Days	360	360	360	360	360
Avg Patrons/Day	1,500	1,250	1,000	1,000	1,000
Avg Ticket	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Revenue	\$32,400,000	\$27,000,000	\$21,600,000	\$21,600,000	\$21,600,000
Cost of Goods	\$9,720,000	\$8,100,000	\$6,480,000	\$6,480,000	\$6,480,000
Gross Profit	\$22,680,000	\$18,900,000	\$15,120,000	\$15,120,000	\$15,120,000
Gross Margin	70%	70%	70%	70%	70%
Operating Expenses	\$8,121,202	\$7,943,512	\$7,766,701	\$7,806,791	\$7,847,808
Operating Profit	\$14,558,798	\$10,956,488	\$7,353,299	\$7,313,209	\$7,272,192
Operating Margin	45%	41%	34%	34%	34%
Taxes	\$5,927,504	\$4,845,519	\$3,763,464	\$3,760,257	\$3,756,975
Federal	21% \$4,762,800	\$3,969,000	\$3,175,200	\$3,175,200	\$3,175,200
State	8% \$1,164,703.84	\$876,519.02	\$588,263.92	\$585,056.68	\$581,775.39
Tax Rate	41%	44%	51%	51%	52%
Net Profit	\$8,631,294	\$6,110,969	\$3,589,835	\$3,552,952	\$3,515,217
Net Margin	27%	23%	17%	16%	16%

POLICIES AND PROCEDURES FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

INSA Springfield will engage in only adult-use cannabis dispensing. Therefore, procedures for separating recreational and medical operations are not applicable.

POLICIES AND PROCEDURES FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

ON-PREMISES VERIFICATION OF IDENTIFICATION

INSA Springfield will be an adult-use dispensary only. Upon an individual entering INSA's facility, an INSA agent shall immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older. Only valid, government-issued identification will be accepted. INSA staff will use an ID scanner to verify the authenticity of the identification. All staff will receive training on how to identify fraudulent IDs. If the individual is younger than 21 years old, then they will not be permitted to enter the dispensary.

TESTING & QUALITY CONTROL

SAMPLING & TESTING OVERVIEW

INSA takes pride in offering our patient/patrons a complete list of testing results for their desired product. INSA has developed comprehensive Sampling and Testing Policies to ensure that we are providing patient/patrons with a high quality, consistent product. No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards of 935 CMR 500.160.

Leaf Logix, INSA's real-time inventory management system, has a test results section where you can input any and all test results required by the state. Also, if you test for any profile that is not built into the system you can add your own custom profiles. Any test result documentation can be scanned and saved in the inventory detail screen for that particular product. Furthermore, INSA has the option of printing the test results directly on inventory and customer labels.

INDEPENDENT TESTING LABORATORY

All testing will be conducted by an independent laboratory that ISO accredited and certified by the DPH and/or CCC in compliance with Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused products, as amended in November 2016, published by the DPH. Testing of environmental media (e.g. soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries, published by the DPH. All products will be tested in accordance with all applicable state regulations and testing shall be conducted in accordance with the frequency required by DPH and/or CCC. All transportation of cannabis to and from laboratories providing cannabis testing services shall comply with all applicable state regulations. INSA will ensure that the storage of cannabis at a laboratory providing cannabis testing services shall:

- *Have adequate lighting, ventilation, temperature, humidity, space, and equipment*
- *Have separate areas for storage of cannabis that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed*
- *Storage areas shall be maintained in a clean and orderly condition and free from infestation by insects, rodents, birds, and pests of any kind*
- *Have storage areas maintained in accordance with the security requirements required by the DPH and/or CCC (935 CMR 500.110) as well as INSA policies and procedures.*

INSA shall maintain the results of the all testing for no less than one year. Clones are subject to testing requirements but are exempt from testing for metals.

PRE-SAMPLE PREPARATION PROTOCOL

All sampling equipment and information must be collected prior to beginning sampling. This includes but is not limited to:

- *Sample collection plan for each product type;*
- *Logbook or sample collection forms;*
- *Chain-of-custody forms (COCs);*

- Disposable gloves;
- Decontaminated tool(s), such as a spatula, knife, sampling spear, or pipette;
- Stainless steel bowl and instrument to homogenize the product (e.g., by stirring, chopping, or grinding);
- Clean, decontaminated surface for sample processing;
- Sample containers appropriate for the analyses required;
- Container labels and pen with indelible ink;
- Electronic scale and/or other measurement equipment;
- Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples; and
- A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory

Sample labels will be prepared and affixed to the sample containers prior to sampling. At a minimum, the labels will include (i) batch and sample IDs, (ii) the date/time of collection, and (iii) the person performing the sample collection.

SAMPLING PROTOCOLS

Samples from each production batch must be collected in a ready-to-use condition. Ready-to-use means either ready for packaging/post-packaging for sale or ready to be used as an intermediate product/ingredient in producing other cannabis products. Guidelines are outlined as follows:

- Persons performing the collection must wear disposable gloves to mitigate contamination.
- Sampling tools and surfaces must be cleaned and decontaminated before sampling a new cultivation or production batch. Any tools or equipment needed for sampling will be laid out in advance.
- The collection of samples from each cultivation or production batch will be done one at a time. After the collection of one cultivation or production batch is complete the person can continue to the next cultivation or production batch.
- The sample will be collected using the appropriate decontaminated stainless-steel tools (or tools made out of another inert material) and placed in an appropriate sample container made of suitable materials. Persons collecting the samples will not touch the samples with their hands or allow the sample to touch anything that would cause cross contamination.
- If necessary, place the sample in the stainless-steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated instrument.
- Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other cannabis products should be cleaned before collecting the next sample.
- All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
- To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.

Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory. See example on next page.

Chain Of Custody			
Relinquished By Name: _____		Received By Name: _____ Date: _____	
Relinquished By Signature: _____		Received By Signature: _____ Time: _____	
Relinquished By Organization: _____		Received By Organization: _____	
Notes: _____		Receiving Agent Registration Number: _____	
Relinquished By Name: _____		Received By Name: _____ Date: _____	
Relinquished By Signature: _____		Received By Signature: _____ Time: _____	
Relinquished By Organization: _____		Received By Organization: _____	
Notes: _____		Receiving Agent Registration Number: _____	
Transportation Details		Vehicle (circle)	HCF 1 HCF 2
Transportation Date: _____			
Delivery Agent 1	Agent Reg # _____ Signature _____	Date _____	
Delivery Agent 2	Agent Reg # _____ Signature _____	Date _____	
Departure time	Departure Mileage		
Arrival time	Arrival Mileage		
Return Time	Return Mileage		
For Use By HFC Security Only:			
I have verified and confirmed the Original Manifest and Signed Transport Manifest match.			
Name: _____ Date: ____/____/____ Signature: _____			

All excess cannabis must be returned to INSA and be disposed state regulations [(935 CMR 500.105(12))] and INSA waste disposal policies and procedures. Please see Waste Disposal procedures for proper handling of waste.

SAMPLE HOMOGENEITY PROTOCOLS

A homogenous sample will be collected from each production batch. Team members must follow the finished plant material homogeneity protocols:

- Samples will be collected after drying and trimming of the inflorescences and representative of the entire production batch in terms of maturity and composition.
- Inflorescences samples will be ground and mixed thoroughly to ensure a homogeneous sample
- The ground sample will then be divided into a square shape and divided into 4 equal quarters. Samples will be taken from two opposite corners. This process is repeated until there is adequate a material for sampling. The remaining material may be used for microbiological and contaminant testing.

The minimum representative sample (as determined by the independent testing lab) is 4.0 grams. The number of samples will be determined based on size the of production batch:

- 3 samples from production batches less than equal to 1 kg
- 5 samples from production batches greater than or equal to 1 kg and less than 5 kg
- 10 samples from production batches greater than or equal to 5 kg

CANNABIS OIL CONCENTRATES HOMOGENEITY PROTOCOLS

A homogenous sample will be collected from each production batch. Team members must follow the finished plant material homogeneity protocols:

- *Cannabis oil will be thoroughly stirred or mixed before sampling to ensure homogenization of the sample*
- *One sample for each production batch of at least 3.2 grams (according to the independent testing lab) will be collected from each production batch.*
- *The sample will be collected using clean, stainless steel tools (or tools made out of another inert material) and placed in an appropriate sample container made of suitable materials.*
- *The sample will be submitted to an independent testing lab.*
- *If the sample cannot be adequately mixed then sampling will be done in accordance with the sample for resins.*

RESINS HOMOGENEITY PROTOCOLS

For material to be deemed homogenized, solid and semi-solid products such as resin should be ground and thoroughly mixed, if possible. A grinding device that minimizes loss will be used. The grinding device must be cleaned thoroughly after each use. Employees are to complete the following steps to ensure compliance with protocols:

- *The ground sample will then be divided into a square shape and divided into 4 equal quarters. Samples will be taken from two opposite corners. This process is repeated until there is adequate a material for sampling. The remaining material may be used for microbiological and contaminant testing.*
- *If grinding is impracticable, then sub-samples will be collected from the lower, middle, upper sections of the product mass. The product mass will be cut into sections to allow for adequate sampling. This process will be repeated until enough material has been collected for testing. If possible, the sub-sections will be composited into one sample.*
- *The sample will be collected using clean, stainless steel tools (or tools made out of another inert material) and placed in an appropriate sample container made of suitable materials.*

The minimum representative sample (as determined by the independent testing lab) is 2.9 grams. The number of samples will be determined based on size the of production batch:

- *3 samples from production batches less than equal to 1 kg*
- *5 samples from production batches greater than or equal to 1 kg and less than 5 kg*
- *10 samples from production batches greater than or equal to 5 kg*

MIPs HOMOGENEITY PROTOCOLS

MIPs should be ground and thoroughly mixed, if possible, to be homogenized. A grinding device that minimizes loss will be used. The grinding device must be cleaned thoroughly after each use. Employees should use the following steps to ensure all protocols are met:

- *The ground sample will then be divided into a square shape and divided into 4 equal quarters. Samples will be taken from two opposite corners. This process is repeated until there is adequate a material for sampling. The remaining material may be used for microbiological and contaminant testing.*

- If grinding is impracticable, then sub-samples will be collected from the lower, middle, upper sections of the product mass. The product mass will be cut into sections to allow for adequate sampling. This process will be repeated until enough material has been collected for testing. If possible, the sub-sections will be composited into one sample.
- The sample will be collected using clean, stainless steel tools (or tools made out of another inert material) and placed in an appropriate sample container made of suitable materials.

The minimum representative sample (as determined by the independent testing lab) is 4.0 grams or one product serving. The number of samples will be determined based on size the of production batch:

- 3 samples from production batches less than equal to 1 kg
- 5 samples from production batches greater than or equal to 1 kg and less than 5 kg
- 10 samples from production batches greater than or equal to 5 kg

QUALITY CONTROL

For every 20 samples collected, one duplicate sample will be collected for quality control purposes. The control sample will be collected on the same day as the active sample and derived from the same product batch. The control sample will not be identified to the independent lab, but will be used by INSA to determine variances in sampling and/or analysis procedures. Quality control samples and results will be documented in the DPH/CCC test result tracking sheet.

Notes: All cannabis samples are tested for the cannabinoid profile and for contaminants as specified by the Department including mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides

TESTING RESULTS

Testing results are broken down into several categories that must pass in order for the product to be moved on to the next step of production/sales. The entire production batch must be stored in a secure, cool, and dry location until analytical results are returned by the laboratory.

METALS

Finished Medical / Adult-use cannabis products must be tested for the four metals. A production batch of finished Medical / Adult-use cannabis products (e.g., finished plant material, cannabis resin, or cannabis concentrate) may only be dispensed to patient/patrons if all four of the metals are below the upper limits for the respective product and intended use.

Analysis Requirements and Recommended Limits for Metals in Finished Medical Marijuana Products		
	All Uses Upper Limit (µg/kg)	Ingestion Only Upper Limit (µg/kg)
Arsenic (inorganic)	200	1,500
Cadmium	200	500
Lead	500	1,000
Mercury (total)	100	1,500

PESTICIDES & PLANT GROWTH REGULATORS

A production batch of finished plant material may be dispensed to patient/patrons or used to make other Medical / Adult-use cannabis products if no individual pesticide or plant growth regulator is detected above 10 ppb

The minimum list of pesticides to be test are show below.

Minimum Analysis Requirements for Residues of Pesticides and Plant Growth Regulators Commonly Used in Cannabis Cultivation

Pesticide	Use	Residue Analytical Methods
Bifenazate	Acaricide	LC; LC-MS/MS
Bifenthrin (synthetic pyrethroid)	Insecticide	GC-ECD; GC-MS/MS
Cyfluthrin (synthetic pyrethroid)	Insecticide	LC; GC-MS/MS
Etoxazole	Acaricide	GC-MS(/MS)
Imazalil	Fungicide	GC-ECD; LC-MS/MS
Imidacloprid	Insecticide	LC-MS/MS
Myclobutanil	Fungicide	GC-ECD; GC-NPD; GSMS/MS; LC-MS/MS
Spiromesifen	Insecticide	GC-MS; LC-MS/MS
Trifloxystrobin	Fungicide	GC-NPD; GC-MS/MS; LC-MS/MS

Source AHP (2013)

ECD = Electron capture detector; FLD = Fluorescence detector; GC = Gas chromatography;

MS = Mass Spectrometry; NPD = Nitrogen phosphorous detector; LC = Liquid chromatography

MICROBIOLOGICAL CONTAMINANTS & MYCOTOXINS

Requirements for total viable aerobic bacteria, total yeast and mold, total coliforms, and bile tolerant gram-negative bacteria are given in colony forming unit (CFU) counts per mass of product sample. The requirement for pathogenic E. coli and Salmonella spp. is based on detection in a 1-gram sample, and the requirement for mycotoxins is based on the concentration per kilogram of sample.

The limits of quantification thresholds for microbiological contaminants and mycotoxins are shown below.

Analysis Requirements for Microbiological Contaminants and Mycotoxins in Medical Marijuana Products (1)

Cannabis Material	Total Viable Aerobic Bacteria (CFU/g)	Total Yeast and Mold (CFU/g)	Total Coliforms (CFU/g)	Bile-tolerant Gram-negative Bacteria (CFU/g)	Coli (pathogenic strains) and Salmonella spp.	Mycotoxins (3)
Unprocessed Materials (2)	10 ⁵	10 ⁴	10 ³	10 ³		
Processed Materials (2)	10 ⁵	10 ⁴	10 ³	10 ³	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
CO2 and Solvent-based Extracts	10 ⁴	10 ³	10 ²	10 ²		

CFU: colony forming unit

(1) Except for mycotoxins, analysis requirements are based on AHP (2013).

(2) Unprocessed materials include minimally processed crude cannabis preparations such as inflorescences, accumulated resin glands (kief), and compressed resin glands (hashish). Processed materials include various solid or liquid infused edible preparations, oils, topical preparations, and water-processed resin glands ("bubble hash") (AHP, 2013).

(3) Mycotoxins include aflatoxin B1, aflatoxin B2, aflatoxin G1, aflatoxin G2, and Ochratoxin A.

RESIDUAL SOLVENTS

Residual solvent testing is required only for cannabis resins and concentrates where solvents have been used in the production process. A production batch of cannabis oil may be dispensed as a finished Medical / Adult-use cannabis product or used to make another Medical / Adult-use cannabis product only if: (i) laboratory analysis verifies that all solvents used at any stage of cannabis oil production are below the limits described below and (ii) the production batch passes all other applicable testing requirements.

Only solvents listed below may be used in the production of cannabis oil and only the solvents used in the production process need to be tested. See limits:

Concentration Limits for Residual Levels of Propane, n-Butane, or Iso-Butane

Solvent (1)	Upper Limit (mg/kg)
Propane (CAS 74-98-6)	1
n-Butane (CAS 106-97-8)	1
Iso-Butane (CAS 75-28-5)	1

(1) The ingredients must be of purity suitable for use in food intended for human consumption. At a minimum, the solvent (gas) must be high-purity (>99%) of propane, n-butane, or isobutane, or a blend these three hydrocarbon gases.

Concentration Limits for Residual Solvents

Solvent	Concentration Limit (mg/kg)	Solvent	Concentration Limit (mg/kg)
Acetic acid	5,000	Heptane	5,000
Acetone	5,000	Hexane	290
Acetonitrile	410	Isobutyl acetate	5,000
Anisole	5,000	Isopropyl acetate	5,000
1-Butanol	5,000	Methanol	3,000
2-Butanol	5,000	2-Methoxyethanol	50
Butyl acetate	5,000	Methyl acetate	5,000
Tert-Butylmethyl ether	5,000	3-Methyl-1-butanol	5,000
Chlorobenzene	360	Methylbutylketone	50
Chloroform	60	Methylcyclohexane	1,180
Cumene	70	Methylethyl ketone	5,000
Cyclohexane	3,880	Methylisobutyl ketone	5,000
1,2-Dichloroethene	1,870	2-Methyl-1-propanol	5,000
Dichloromethane	600	N-Methylpyrrolidone	530
1,2-Dimethoxyethane	100	Nitromethane	50
N,N -Dimethylacetamide	1,090	Pentane	5,000
N,N -Dimethylformamide	880	1-Pentanol	5,000
Dimethyl sulfoxide	5,000	1-Propanol	5,000
1,4-Dioxane	380	2-Propanol	5,000
Ethanol	5,000	Propyl acetate	5,000
2-Ethoxyethanol	160	Pyridine	200
Ethyl acetate	5,000	Sulfolane	160
Ethylene glycol	620	Tetrahydrofuran	720
Ethyl ether	5,000	Tetralin	100
Ethyl formate	5,000	Toluene	890
Formamide	220	1,1,2-Trichloroethylene	80
Formic acid	5,000	Xylene	2,170

LABORATORY TESTING REQUIREMENT BY PRODUCT

Various products must meet specific requirements in order for production/sale. This section outlines for employees what steps are taken based on the product and the next step in production.

CONCENTRATES FOR MIPs

Production batches of finished plant material used as an input for concentrate production will be tested for pesticides and plant growth regulators prior to being used in the production process of concentrates.

Prior to being made available for sale, concentrates will be tested for cannabinoid profile, heavy metals, microbiological contaminants, and residual solvents. Concentrates must be tested for metals, as well as

residual solvents if solvents were used in their production. Specifically, testing is required for any solvent used to make a cannabis concentrate production batch.

RESIN FOR SALE

Production batches of finished plant material used as an input for resin production will be tested for pesticides and plant growth regulators prior to being used in the production process of concentrates.

Prior to being made available for sale, resins will be tested for cannabinoid profile, heavy metals, microbiological contaminants, and residual solvents.

RESIN FOR MIP

Production batches of finished plant material used as an input for resin production will be tested for pesticides and plant growth regulators prior to being used in the production process of concentrates.

MIP TESTING

All MIPs will be produced from cannabis concentrates or cannabis resin. Testing of cannabis concentrates, and resin will be adhered to the testing protocols described above.

Each MIP production batch will be given a sequential identifier for tracking purposes and labeling. Each MIP production batch will be traceable to a cultivation batch.

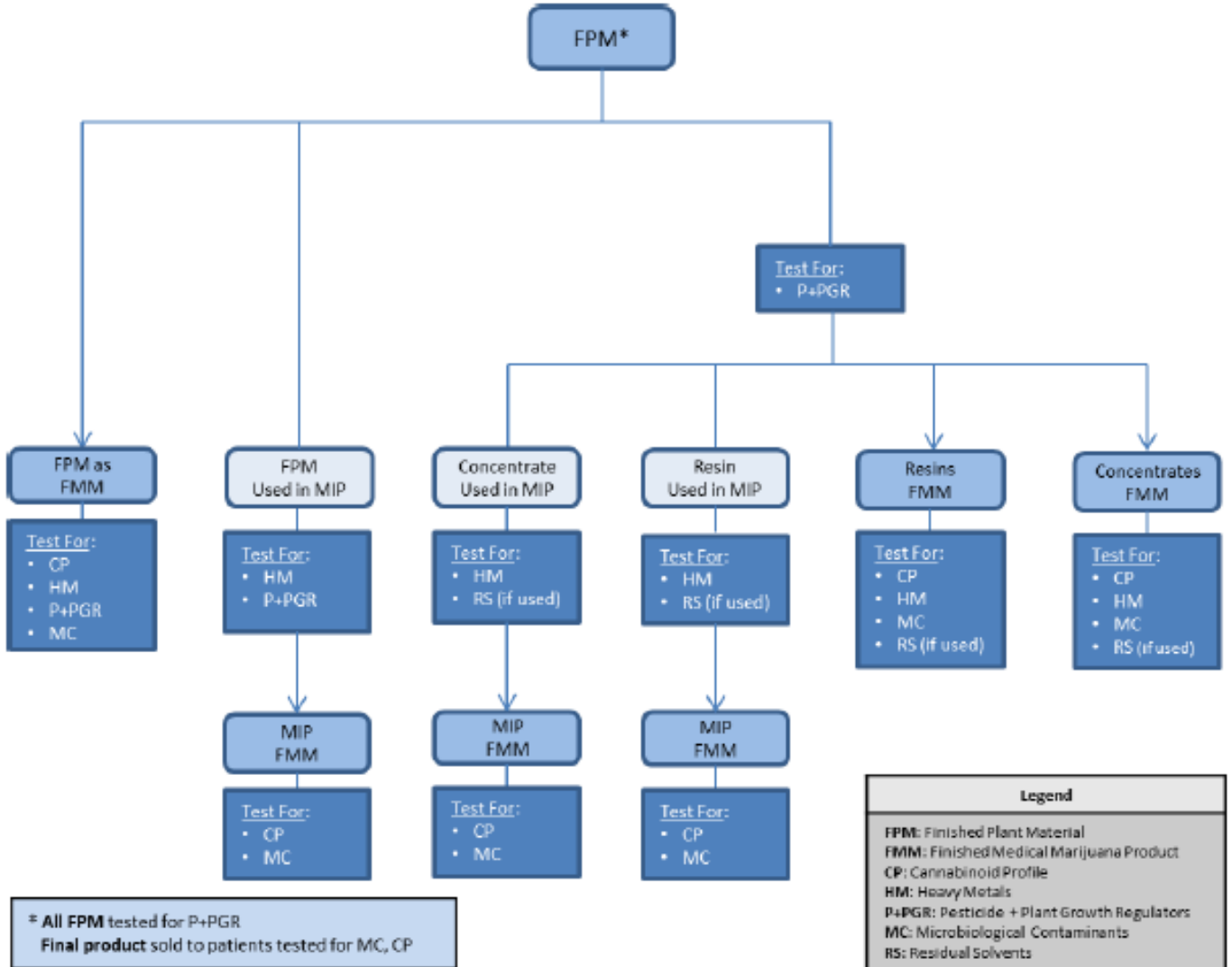
Prior to being made available for sales, MIP Production Batches made from cannabis concentrate will be tested for cannabinoid profile and microbiological contaminants.

Production batches must be discarded and not dispensed to patient/patrons if any biological contaminant limit is exceeded.

Prior to being made available for sales MIP will be tested for cannabinoid profile and heavy metals.

See flowchart on next page.

Laboratory Testing Flowchart



CLONES

INSA does not anticipate selling clones. However, in the event that clones become available for sale, they will be subject to the same testing requirements as finish plant material.

PROTOCOLS FOR RESPONDING TO LABORATORY RESULTS

If any analysis fails to meet all applicable data quality objectives (DQOs), then the finished Medical / Adult-use cannabis product or MIP cannot be dispensed.

- The production batch may be re-sampled for follow-up testing. A production batch may be retested once, and records of the original analysis must be retained. If applicable DQOs are not met, the production batch cannot be dispensed to patient/patrons or used in the production of MIPs.
- If a production batch fails to meet DQOs after being re-tested, then it must be disposed of according to the Waste Disposal Plan.

If a batch of finished plant material fails to meet a metal or a bacteria/fungi/mycotoxin standard the finished plant material cannot be dispensed to a patient/patron as finished Medical / Adult-use cannabis.

- *If a batch of finished plant material fails to meet a metal or a bacteria/fungi/mycotoxin standard, then it may be used to derive other finished Medical / Adult-use cannabis products (e.g., resins, concentrates).*
- *While the finished plant material or finished Medical / Adult-use cannabis, product may be treated in a manner to reduce the concentration of metals or bacteria/fungi/mycotoxin contaminants, the finished plant material or finished Medical / Adult-use cannabis product may not be treated to bind or restrict the availability of the metals or bacteria/fungi/mycotoxin in an analysis without reducing the total contaminant content.*

If a batch of finished plant material fails to meet a pesticide residue and plant growth regulator limit it cannot be dispensed to patient/patrons or used to derive other products.

- *The batch may be retested once. If the batch fails, the retest it must be destroyed.*
- *If a production batch of finished plant material fails to meet DQOs after being re-tested, then it must be disposed of according to the Waste Disposal Plan.*

If a concentrate or resin exceeds the residual solvent requirements it cannot be dispensed to patient/patrons.

- *The concentrate/resin may be re-processed and re-tested. If upon retest the concentrate/resin meets the residual solvent standard, the ultimate finished Medical / Adult-use cannabis products may be dispensed to patient/patrons as long as all applicable limits are met.*
- *If the re-processed batch fails to meet DQOs after being re-tested, then it must be disposed of according to the Waste Disposal Plan.*

The CEO, COO, and/or General Manager will be responsible for investigating and assessing the source of any contamination and implementing change to eliminate the source of contamination and mitigate the risk of future contamination.

Procedures for investigating and mitigating contamination will include at a minimum:

Pesticides and Plant Growth Regulators contamination:

- *Evaluate pesticides, nutrients, and other products used in the cultivation process*
- *Evaluate soils and/or mediums used in the cultivation process*
- *Evaluate water sources used in the cultivation*
- *Review the chain of custody and growing protocols for plants*
- *Review sampling protocols*

Residual Solvents Contamination:

- *Evaluate the extraction process and solvents used in the extraction process*
- *Review sampling protocols*

Heavy Metals Contamination:

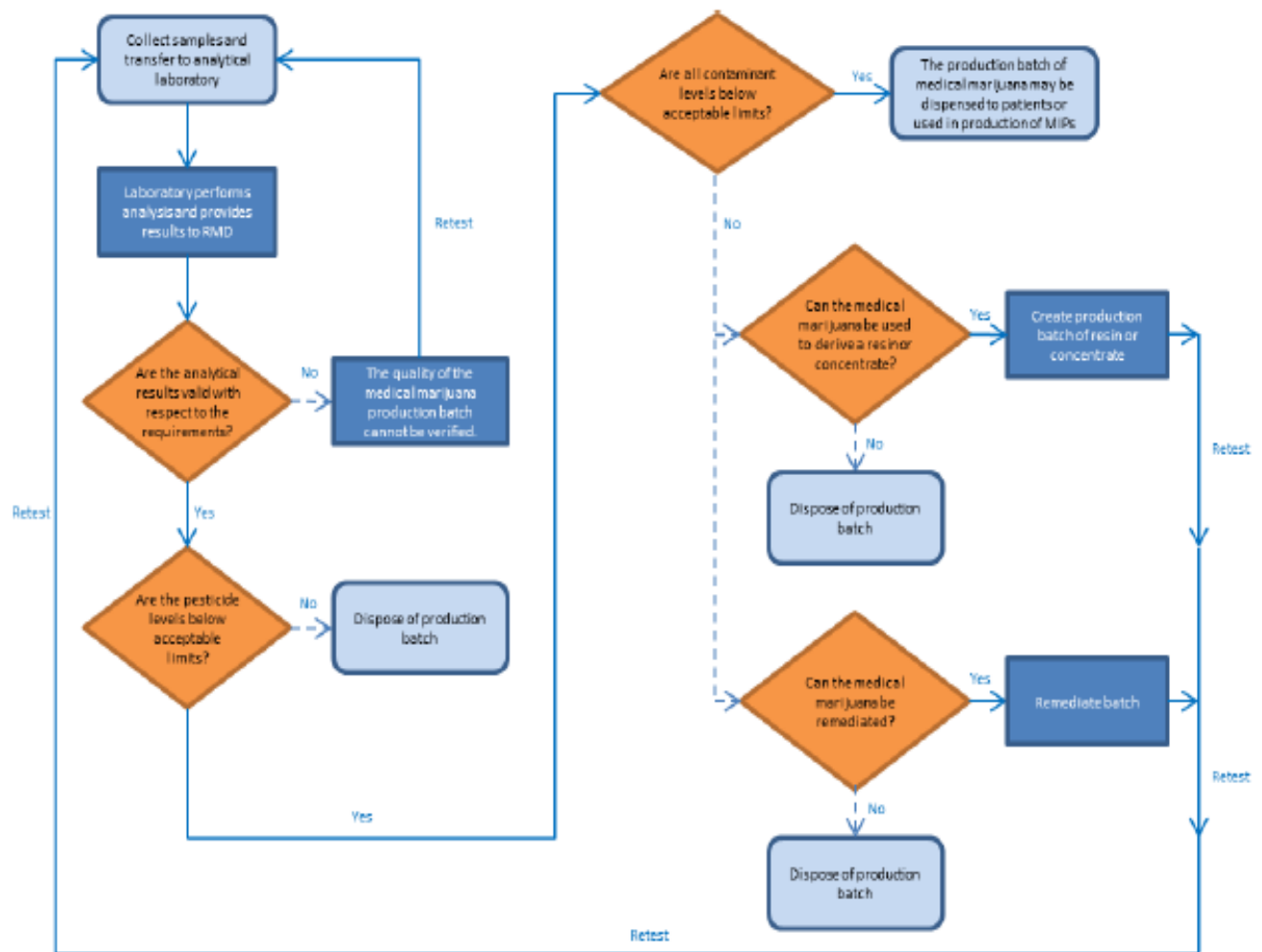
- *Evaluate pesticides, nutrients, and other products used in the cultivation process*
- *Evaluate soils and/or mediums used in the cultivation process*
- *Evaluate water sources used in the cultivation*
- *Review the chain of custody and growing protocols for plants*
- *Review sampling protocols*

Microbiological Contamination & Mycotoxin Contamination:

- *Evaluate and clean cultivation areas*
- *Review cultivation protocols and environmental conditions/controls in the cultivation, trim, and curing rooms*
- *Review the chain of custody and growing protocols for plants*
- *Review sampling protocols*

See response plan on next page.

Actions in Response to Laboratory Analytical Results



RECORDS

The testing results will be maintained for at least one year. These records must be available for inspection by the DPH/CCC, upon request, and maintained at INSA's expense in a form and location acceptable to the Department for at least two years after closure. Each production batch of cannabis resin or concentrate must be given a sequential identifier for product tracking and labeling. INSA will keep records of the cannabis cultivation batch(es) used for each production batch, and include the manufacturing/processing batch number on product labels.

NOTIFICATIONS

Upon receiving testing results that cannot be remediated, INSA will notify the CCC/DPH of these laboratory results within 72 hours. Along with the notification, INSA will provide a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

PROTOCOL FOR SAMPLING AND ANALYSIS OF ENVIRONMENTAL MEDIA

INSA tests with an approved independent testing lab all soil media and water used in the production of medical and adult-use cannabis according to state regulations.

SOIL MEDIA TESTING

INSA tests all soils and solid growing media (1) initially prior to use for cultivation of medical and adult use cannabis, and 2) at least annually, and within the quarter if amended. Specifically:

- *All source soils or solids must be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source.*
- *Solid materials used in alternative, non-soil cultivation approaches such as hydroponics including but not limited to clay, rock wool, and vermiculite or other non-soil enhancements must be sampled and analyzed prior to being used for cultivation of medical marijuana and whenever received from a different source.*
- *All cultivation soils used in beds or containers to actively cultivate marijuana must be sampled and analyzed annually.*
- *In cases where cultivation soils (or other solid growing media) are amended with additional solid materials (excluding water and nutrient fertilizers), sampling and analysis in the quarter during which the soil was amended is required.*

INSA cultivates using individual plant containers. As such, solid growing media/soil samples are collected from a minimum of 5-percent of the total number of growing containers. Solid growing media samples shall be collected to be representative of the horizontal and vertical conditions of the growing configuration. When collected prior to distribution among beds or containers, source soil or solids samples shall be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile). Cultivation soil and solid samples shall be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers. Samples shall be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analyses that would demonstrate that any single sample in the composite would not exceed the contaminant limits described later in this protocol. In no case may more than five (5) primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant contaminant limits, not just the composite itself. For example if the results of a five sample composite are reported as 1.0 mg/kg, any one subsample (20% of the total composite) could contain up to 5 mg/kg when accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/kg + 4 samples at 0 mg/kg = average of 1 mg/kg). A diagram of the cultivation area, the sampling design, and the horizontal and vertical location of each sample shall be created for each sampling event, and maintained on file for review by inspection authorities.

Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected to provide verification of field and laboratory procedures. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples. Field

duplicate samples will not be identified to the laboratory (blind QC). Blank samples are required to provide important information on potential positive bias on any positive results in field samples.

Equipment rinsate blanks are required whenever non-disposable sampling equipment is used to collection samples at multiple locations such as in source soil testing or testing of hydroponic nutrient solutions. Equipment rinsate blanks must be collected at the rate of one per sampling event per sampling equipment type with at least 1 equipment rinsate blank for every 20 field samples of the same matrix. Where equipment rinsate blanks are not appropriate (i.e., use of disposable sampling equipment, collection of just one sample location, or direct collection into the sampling container), field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of 1 per sampling event per sampling equipment type with at least 1 for every 20 field samples of the same matrix.

Prior to Sample Collection. *The Team Member should assemble all equipment and information needed before beginning. Items to assemble before sampling include, but are not limited to, the following:*

- *Sample collection plan or diagram of locations to ensure representative sample collection*
- *Logbook or sample collection forms*
- *Chain-of-custody forms (COCs)*
- *Disposable gloves*
- *Decontaminated soil collection tool(s), such as a corer, spatula, or trowel*
- *Stainless steel bowl and implement to homogenize soil samples*
- *Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;*
- *Sample containers appropriate for the analyses required;*
- *Container labels and pen with indelible ink;*
- *Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples; and*
- *A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory.*

Sample collection personnel should create a new entry for each sampling event in the sample collection logbook or prepare sample collection forms for documentation of sample collection. Sample collection documentation should identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination.

Sample collection personnel shall identify or determine the number and location of soil or other solid growing media grab samples to be collected based on the requirements described in Section 5.1. Sample locations from containers, beds, or other cultivation units must be recorded in the sample collection logbook or forms. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the cultivation unit. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample). In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook.

In some cases, INSA might sample new solid growing media before placing it in cultivation units. In these circumstances, it is not necessary to record the locations within piles where the grab samples are collected.

However, it is important to distribute the sample locations spatially so that they are representative of the whole volume of the media.

Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. Sample containers should be made of suitable materials for the methods and analytes being analyzed. The sampler should avoid using insect repellents that may interfere with sample integrity.

Preparing sample labels and affixing them to sample containers immediately before sampling is recommended. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, media type, collection method, whether the sample is a grab or composite sample, and soil or core depth (if applicable).

Sample Collection. Collect the planned samples from each sample location one at a time. Follow these basic steps for each sample:

1. Don gloves to mitigate potential for contamination of samples
2. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
3. Clear the surface of the location if necessary excluding detritus, dead leaves, stones, pebbles, or other debris from the soil or other solid growing media with a clean trowel or similar tool.
4. Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause contamination.
5. Place the sample in the stainless steel bowl for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
6. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
7. To avoid cross contamination of samples, any tools or equipment that come in contact with the soil or growing media must be cleaned before moving to the next sampling location.
8. All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
9. If grab samples are planned, place the homogenized sample into the appropriate container(s).
10. If the sample is to be composited with other locations, repeat the above steps to collect the other individual samples to be placed into the stainless steel bowl. Once the planned primary samples are collected, thoroughly homogenize the samples contained in the stainless steel bowl and place the homogenized composite sample into the appropriate container(s).
11. Excess soil collected but not shipped to the laboratory for testing should be returned to the cultivation area(s) where it was collected from (composite soils may be spread among the primary sample locations). It is not necessary to send the entire volume of the combined primary samples to the laboratory.
12. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
13. Chain-of-custody paperwork should be completed immediately prior to shipment.

WATER

INSA uses water from a public water system and uses a hydroponic process for the cultivation of medical and adult use cannabis. As such, INSA's water source is sampled and analyzed prior to use for cultivation for medical and adult-use cannabis and quarterly thereafter, at a minimum.

For traditional watering and irrigation of soil or solid based cultivation, water source samples shall be collected from the location as close as possible to the water use. In cases where a water treatment system is used, water samples must be collected both before entering and after leaving the water treatment system, as close as possible to the point of use. The sample collected and analyzed after the water leaves the treatment system reflects the water applied to the plants, while the sample collected and analyzed before entering the treatment system characterizes the water source. In cases where several individual water treatment systems are utilized rather than a central system located on a main water line, one sample representing the water source may be collected prior to entering the treatment systems, but separate samples must be collected after the water leaves each different water treatment system used in cultivation. Where multiple water treatment systems require multiple samples, there is no requirement to collect water samples from different systems during the same sampling event: samples may be staggered throughout the quarter as long as all systems are tested within each quarter of the year. For all hydroponic cultivation systems (both closed and open loop systems) and any non-solid based cultivation technique, water samples shall be collected to represent each system independently. There is no requirement to collect all water samples from different systems during the same sampling event: samples may be staggered throughout the quarter as long as all systems are tested within each quarter of the year.

The sampling design and layout of tanks sampled shall be retained and presented to the inspection authorities. A diagram of all water sampling locations shall be created for each sampling event and maintained on file for review by inspection authorities. Any major changes to the water system since the last sampling event must be noted in sampling design.

Water samples shall be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analyses that are protective of public health and in line with acceptance requirements. Under no circumstances shall samples collected prior to the water entering a treatment system be composited with samples collected after the water leaves a water treatment system. In no case may more than five (5) primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant acceptance limits, not just the composite itself. For example if the results of a five sample composite are reported as 1.0 mg/L, any one subsample (20% of the total composite) could contain up to 5 mg/L when accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/L + 4 samples at 0 mg/L = average of 1 mg/L).

Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the water samples collected to provide verification of field and laboratory procedures. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples. Field duplicate samples will not be identified to the laboratory (blind QC). Blank samples are required to provide important information on potential positive bias on any positive results in field samples.

Equipment rinsate blanks are required whenever non-disposable sampling equipment is used to collection samples at multiple locations such as in source soil testing or testing of hydroponic nutrient solutions. Equipment rinsate blanks must be collected at the rate of one per sampling event per sampling equipment

type with at least 1 equipment rinsate blank for every 20 field samples of the same matrix. Where equipment rinsate blanks are not appropriate (i.e., use of disposable sampling equipment, collection of just one sample location, or direct collection into the sampling container) field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of 1 per sampling event per sampling equipment type with at least 1 for every 20 field samples of the same matrix.

WATER SAMPLE COLLECTION

It is important to characterize both the untreated and treated water to document both expected contaminants that might be introduced into cultivation as well as the maximum or untreated levels. Water samples shall be collected to be representative of the process and water quality throughout the time period of sampling, although composite samples are not required. To achieve representativeness, samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.

Prior to Sample Collection. The Team Member should assemble all equipment and information needed before beginning. Items to assemble before sampling include, but are not limited to, the following:

- *Sample collection plan or diagram of locations to ensure representative sample collection*
- *Logbook or sample collection forms*
- *Chain-of-custody forms (COCs)*
- *Disposable gloves*
- *Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;*
- *Sample containers appropriate for the analyses required;*
- *Preservatives as required for the analyses or pre-preserved containers*
- *Supplies (such as pH paper or meter) to verify adequate preservation*
- *Container labels and pen with indelible ink;*
- *Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples; and*
- *A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory.*

Sample collection personnel should create a new entry for each sampling event in the sample collection logbook or prepare sample collection forms for documentation of sample collection. Sample collection documentation should identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination.

Sample collection personnel shall identify or determine the number and location of water samples to be collected based on the requirements described in Section 5.1. Sample locations must be recorded in the sample collection logbook or forms. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample). In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.

Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination. Sample containers should be clean and dry, and made of suitable materials appropriate for the methods and analytes being analyzed.

Preparing sample labels and affixing them to sample containers immediately before sampling is recommended. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).

Sample Collection. Collect the planned samples from each sample location one at a time. Follow these basic steps for each sample:

1. Don gloves to mitigate potential for contamination of samples
2. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
3. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
4. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use. Note that pressurized lines may require additional system specific procedures. Sample collection personnel may monitor parameters including but not limited to temperature, pH, or turbidity for stability to assess sufficiency of purge.
5. For collection of water samples from tanks or other holding bins without valves or taps such as in some hydroponic systems, dip sampling may be used. However sample collection staff should be aware of potential for vertical distribution of additives and strive to take a sample representative of the overall tank or trough. In cases where contaminants of concern may be stratified and not distributed uniformly throughout a container, a discrete depth sampler such as a Kemmerer or van Dorn sampler may be recommended.
6. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
7. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
8. If water samples are to be composited to represent multiple hydroponic systems, repeat the steps above to collect the primary samples. The individual, primary samples should all be collected as unpreserved samples then combined volumetrically into a single composite sample.
9. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
10. Add preservatives according to the analytical methods as required.
11. Fill an extra sample container to verify adequate preservation and/or residual chlorine as required by analytical methods.
12. If a non-disposable sample collection tool other than the sample container (larger inert vessel, ladle, Kemmerer sampler, van Dorn sampler) is used, rinse the tool with deionized water between samples.

13. *Excess sample collected but not shipped to the laboratory for testing should be disposed of properly recognizing that preserved samples may require disposal as hazardous materials. It is not necessary to send the entire volume of the combined primary samples to the laboratory.*
14. *Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.*
15. *Chain-of-custody paperwork should be completed immediately prior to shipment.*

SAMPLE HANDLING

After samples are properly collected and labeled, they should be delivered for analysis as soon as possible.

- *Sample containers both empty and once containing samples should be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.*
- *Preservatives and pre-preserved sample containers may degrade after several months. Contact the laboratory to verify limits on sample container use.*
- *All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.*
- *Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.*

SAMPLE STORAGE

- *Samples should be refrigerated or maintained on ice (4 °C +/-2°C) until they are shipped to the analytical laboratory.*
- *Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a*
- *dark storage location.*
- *To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection,*
- *Note that all collected samples are considered under the custody of sample collection staff following collection and prior to shipment. Samples should be maintained either under the supervision of someone responsible for the integrity of the samples or locked to prevent mishandling.*
- *Chain of custody seals may be used by sample collection staff to ensure that samples are not tampered with following sample collection.*

PACKING AND SHIPPING SAMPLES

- *Package the samples for shipping in a clean area free of contamination.*
- *Make sure that sample containers are clean, lids are tight and will not leak and that all samples are properly labeled as described above. Covering labels with clear tape is recommended for protection in the event of a leak or damage to the package.*
- *Conduct an inventory of sample IDs against the chain-of-custody documentation form to make sure that all samples and containers are present.*
- *Seal sample containers in clear plastic bags with labels visible.*

- *If the samples need to be kept cold during transport, pack the samples in a clean waterproof metal or hard plastic ice chest or cooler with double-bagged ice or ice packs.*
- *Samples should be maintained at 4 °C +/-2°C at all times. Be sure that the samples are already cool when packaged for shipping.*
- *When samples are shipped in a cooler, line the cooler with plastic (e.g., large heavy-duty garbage bag) before packing. If the cooler has an external drain, make sure it is plugged.*
- *Include noncombustible absorbent packing materials to protect the samples from damage.*
- *Enclose chain-of-custody forms and any other necessary documentation in a sealed waterproof plastic bag. If applicable, include instructions or a shipping label for return of the cooler.*
- *Remove the old shipping labels, if any, and seal the cooler, or other container, with strapping tape.*
- *Use package tracking, if available from the shipper.*

INSA CULTURE

INTRODUCTION

You have joined a company that has set the highest standards for producing safe, premium, medical / Adult-use cannabis products. Our success and outstanding reputation is through our employees' dedication, positive energy, contributions, innovation, and professionalism. We are excited that you have joined INSA family. We look forward to working with you and that your experience here will be challenging, enjoyable, and rewarding. INSA depends upon all Team Members to comply with all regulations and laws, develop high quality products, deliver exceptional customer service, and promote a positive work environment.

COMPANY MISSION

INSA, Inc.'s ("INSA") mission is to fundamentally improve the lives of patient/patrons in the community by providing:

- The highest quality organic Medical / Adult-use cannabis products to patient/patrons;*
- Education to patient/patrons and physicians in the community to ensure safe and responsible use of Medical / Adult-use cannabis;*
- Education to patient/patrons about the risks of abuse and addiction and information about the services available for abuse/addiction treatment; and*
- Resources (financial and otherwise) to programs and projects that will make treatment for patient/patrons more affordable and effective.*

CHAIN OF COMMAND

The Chain of Command ensures efficiency in the operations and holds the appropriate staff members accountable for completing specific job duties. INSA fosters a work environment that encourages trust, accountability, morals, ethics, and helpfulness. INSA encourages all staff to be a resource for their peers by answering questions, and aiding one another, whenever possible.

All internal communication between staff members, from the stores to the corporate office, should be directed to the appropriate department.

Certain types of questions may require the assistance of a department, for example - asking the Manager on duty. It is important that Managers and Team Members do no circumvent the Chain of Command, because it can potentially interrupt the flow of operations of other departments, and/or the responsibilities of their direct manager. This allows the appropriate manager who specifically handles a task or concern to take the necessary steps to reach a resolution.

The exceptions to this policy are low inventory levels and major or emergent operation concerns. Managers and Team Members can escalate issues regarding low inventory or operation matters directly to an Executive Officer, for immediate attention.

INSA employs multiple levels of management to ensure each store meets and exceeds all responsibilities.



REGISTERING OF DISPENSARY AGENTS

INSA will be registered in the MMJ Online System and shall apply for dispensary agent registration for all board members, directors, employees, executives, managers, and volunteers who are associated with that RMD and not already registered. INSA ensures that all staff on-boarded follows the state guidelines for

registering new employees. All employees will ensure compliance with the requirements and processes in place before employment can begin. Once registered, all employees must have their card visible on their person always within facilities.

All such individuals must:

- *Be at least 21 years old; and*
- *Have not been convicted of a felony drug offense and have not been convicted of an offense involving the distribution of a controlled substance to minors in the Commonwealth, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority.*
- *Employees must register at each facility they are affiliated with.*

An application for registration of a dispensary agent, in a form and manner determined by the DPH/CCC, shall include:

- *The full name, date of birth, and address of the individual;*
- *All aliases used previously or currently in use by the individual, including maiden name, if any*
- *A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the DPH/CCC;*
- *An attestation that the individual will not engage in the diversion of marijuana products;*
- *Written acknowledgement by the individual of the limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense Cannabis for medical purposes in the Commonwealth;*
- *Background information, including, as applicable:*
 - *A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;*
 - *A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;*
 - *A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;*
 - *A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant;*
- *A non-refundable application fee; and*
- *Any other information required by the Department.*

BACKGROUND CHECKS

INSA will conduct a national background check through Creative Services, Inc and Criminal Offender Record Information (CORI) report for each employee. The CORI reports and all additional background checks must be run within 30 calendar days prior to submission to the DPH/CCC and will be conducted annually.

For purposes of determining suitability based on background checks performed in:

- All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability.
- Where applicable, all look back periods for criminal conditions, offenses, and
- Violations included in the tables below commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period shall commence upon release from incarceration.

Suitability Review Committee shall consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination and/or Mandatory Disqualification (based on the tables below) renders the subject unsuitable for registration.

Retail & Transporter Marijuana Establishment Agents

Retail and Transporter Marijuana Establishment Agents		
Time Period	Precipitating Issue	Result
Present	Open/Unresolved Criminal Proceedings : Any outstanding or unresolved criminal proceeding, the disposition of which may result in a felony conviction under the laws of the Commonwealth or a similar law in another jurisdiction but excluding any criminal proceeding based solely on a marijuana-related offense or a violation of M.G.L. c. 94C, § 22E(a) or § 24.	Presumptive Negative Suitability Determination
	Open Occupational License Cases	Presumptive Negative Suitability Determination
	Open/Unresolved Marijuana Business-Related License Violations (Massachusetts or other jurisdictions): An outstanding or unresolved violation of theregulations as included in 935 CMR 500.000 or a similar statute or regulations in another jurisdiction that has either (a) remained unresolved for a period of six months or more; or (b) the nature of which would result in a determination of unsuitability for registration.	Presumptive Negative Suitability Determination
Indefinite	Sex Offense : Felony conviction for a “sex offense” as defined in M.G.L. c. 6, § 178C and M.G. L. c. 127, § 133E or like offenses in other jurisdictions.	Mandatory Disqualification
	Felony Convictions in Massachusetts or Other Jurisdictions for trafficking crimes under M.G.L. c. 94C, § 32E, or like crimes in other jurisdictions, except convictions for solely marijuana-related crimes under § 32E (a), or like crimes in other jurisdictions. The Commission will provide guidance as to the list of controlled substances at issue.	Mandatory Disqualification from any position in which marijuana or marijuana products are handled or accessible.
	Conviction or CWOFF for Any Distribution of a Controlled Substance to a Minor	Mandatory Disqualification
	Failure to Register as a Sex Offender in Any Jurisdiction	Mandatory Disqualification
Preceding Five Years	Felony Convictions in Massachusetts or Other Jurisdictions for crimes of violence against a person or crimes of dishonesty or fraud, “violent crime” to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E.	Mandatory Disqualification

Product Manufacturer Marijuana Establishment Agents

Product Manufacturer Marijuana Establishment Agents		
Time Period	Precipitating Issue	Result
Present	Open/Unresolved Criminal Proceedings : Any outstanding or unresolved criminal proceeding, the disposition of which may result in a felony conviction under the laws of the Commonwealth or a similar law in another jurisdiction but excluding any criminal proceeding based solely on a marijuana-related offense or a violation of M.G.L. c. 94C, § 22F(a) or § 24.	Presumptive Negative Suitability Determination
	Open Occupational License Cases	Presumptive Negative Suitability Determination
	Open/Unresolved Marijuana Business-Related License Violations (Massachusetts or other jurisdictions): An outstanding or unresolved violation of theregulations as included in 935 CMR 500.000 or a similar statute or regulations in another jurisdiction that has either (a) remained unresolved for a period of six months or more; or (b) the nature of which would result in a determination of unsuitability for registration.	Presumptive Negative Suitability Determination
Indefinite	Felony Convictions in Massachusetts or Other Jurisdictions for trafficking crimes under M.G.L. c. 94C, § 32E, or like crimes in other jurisdictions, except convictions for solely marijuana-related crimes under § 32E (a), or like crimes in other jurisdictions. The Commission will provide guidance as to the list of controlled substances at issue.	Mandatory Disqualification from any position in which marijuana or marijuana products are handled or accessible.
	Conviction or CWOFF for Any Distribution of a Controlled Substance to a Minor	Mandatory Disqualification
	Failure to Register as a Sex Offender in Any Jurisdiction	Mandatory Disqualification
Preceding Five Years	Felony Convictions in Massachusetts or Other Jurisdictions for crimes of violence against a person or crimes of dishonesty or fraud, “violent crime” to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E.	Mandatory Disqualification
Preceding Seven Years	CWOFF for Crimes of Violence, Fraud	Presumptive Negative Suitability Determination
Preceding Ten Years	Sex Offense : Felony conviction for a sex offense as defined in M.G.L. c. 6, § 178C and M.G. L. c. 127, § 133E or like offenses in other jurisdictions.	Mandatory Disqualification

Cultivation and Distribution Marijuana Establishment Agents

Cultivation and Distribution Marijuana Establishment Agents		
Time Period	Precipitating Issue	Result
Present	Open/Unresolved Criminal Proceedings : Any outstanding or unresolved criminal proceeding, the disposition of which may result in a felony conviction under the laws of the Commonwealth or a similar law in another jurisdiction but excluding any criminal proceeding based solely on a marijuana-related offense or a violation of M.G.L. c. 94C, § 22F(a) or § 24.	Presumptive Negative Suitability Determination
	Open Occupational License Cases	Presumptive Negative Suitability Determination
	Open/Unresolved Marijuana Business-Related License Violations (Massachusetts or other jurisdictions): An outstanding or unresolved violation of theregulations as included in 935 CMR 500.000 or a similar statute or regulations in another jurisdiction that has either (a) remained unresolved for a period of six months or more; or (b) the nature of which would result in a determination of unsuitability for registration.	Presumptive Negative Suitability Determination
Indefinite	Conviction or CWOV for Any Distribution of a Controlled Substance to a Minor	Mandatory Disqualification
	Felony Convictions in Massachusetts or Other Jurisdictions for crimes of violence against a person, "violent crime" to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E..	Presumptive Negative Suitability Determination
	Felony Convictions in Massachusetts or Other Jurisdictions for trafficking crimes under M.G.L. c. 94C, § 32E, or like crimes in other jurisdictions, except convictions for solely marijuana-related crimes under §32E(a), or like crimes in other jurisdictions. The Commission will provide guidance as to the list of controlled substances at issue	Mandatory Disqualification from any position in which marijuana or marijuana products are handled or accessible.
Preceeding Three Years	Felony Convictions in Massachusetts or Other Jurisdictions for crimes of dishonesty or fraud.	Mandatory Disqualification

NEW HIRE EMPLOYEES

INSA managers will be responsible for collecting the following information from New Hires before on-boarding can begin. This information is crucial to verifying the status of the employee's application and registering the employee with both State and Federal tax forms. All items will be collected and placed into the employee's file for record keeping purposes. These files will be housed physically on-site and virtually by scanning and placing the employee records into the Box.

Below is a list of documentation:

- *Acceptable identification that complies with List A of the I-9 form or acceptable identification of both List B and C*
- *Completed I-9*
- *Completed W4*
- *Copy of the RMD badge*
- *Management and their employees will be required to sign an acknowledgement form verifying that all documentation has been collected.*

Note: *Upon a New Hire's successful registration with INSA, Compliance will notify Management in writing that the employee is ready to begin work.*

SEPARATED EMPLOYEES

INSA will notify DPH/CCC within 1 business day after a voluntary or involuntary termination occurs. Employees Access Cards will be immediately disabled along with any logins associated with the employee's current access level.

REGISTRATION/ACCESS CARDS

INSA will maintain records of all employee registration card expiration dates. Registration cards are valid for 1 year from the date of issue and can be renewed on an annual basis within DPH/CCC guidelines. All Access Control Cards will mirror these dates to ensure unapproved access is prevented.

Team Members shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

CHANGE OF INFORMATION OR LOST CARD

In the event an employee changes any or all the information provided for the original application of registration card, the employee must submit notification to both INSA and DPH/CCC within 5 business days. For Access Cards that are lost or stolen, Security must be notified immediately to disable the card.

EMPLOYEE TRAINING

After Team Members complete their New Hire Orientation (NHO), which include Intro to Cannabis, INSA is committed to providing on-going training throughout the tenure of the Team Member.

New products & policy/industry changes will be communicated through Quick Start Guide trainings that are to be conducted in monthly team meetings. Team Members will be receiving focused weekly 1:1s with their direct manager to ensure action plans are developed to ensure positive performance is encouraged.

Team Members must be trained prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function, and at a minimum must include training on confidentiality, and other topics as specified by the Department. INSA strives to ensure that a minimum of 8 hours in total training is provided annually. Training is tailored to the roles and responsibilities of the job function of each marijuana establishment agent but at a minimum includes a Responsible Vendor Program under 935 CMR 500.105(2)(b).

TEAM EXPECTATIONS AND RESPONSIBILITIES

UNDERSTANDING THE ROLE OF A TEAM MEMBER

There are multiple responsibilities that will be required as part of INSA Team. The most important aspect is continuously maintaining a safe and compliant environment that best represents INSA vision, mission, core values, and culture.

All team members are to be thoroughly trained throughout this policy guide utilizing instructor led classroom trainings, video training, testing and on-going training at the facilities through Quick Start Guides for future policy and procedure changes or as new product/techniques are introduced.

Our POS provider Leaf Logix provides a knowledgebase of material that can be reviewed at any time to ensure employees are fully aware and properly trained on how to utilize the program.

CROSS-TRAINING POLICY

With the rapid and ongoing growth that INSA has experienced since its inception, it is important to maintain a large pool of trained, qualified candidates to fill immediate staffing needs at all store and production locations. Every employee will be expected to master the essential duties and responsibilities of the position for which they were hired. Once an employee has mastered all duties, they may be recognized and requested to participate in cross training for additional Job Titles within their division, at the discretion of the Management Team.

Once cross training is complete, an employee may be required to perform other job duties or roles for which the employee has been cross trained, at any time. Exercising the ability to rapidly adapt to changing and dynamic working environments will contribute to the employees' success and growth at INSA. Prior to any lateral promotions, or transitional promotions, company policy requires a staff member to have at least cross-trained for several job duties.

SUMMARY OF TEAM MEMBERS

The Team Members are primarily responsible for providing outstanding products and service to each patient/patron. The Team Members will have a strong understanding of regulated and non-regulated products to aid each patient/patron with selecting the appropriate products for purchase.

If there are any questions or concerns for daily tasks or expectations, please feel free to schedule a meeting to discuss any questions.

TEAM MEMBER POLICIES & PROCEDURES

WORK ENVIRONMENT ETIQUETTE

The proper work etiquette will help to create a positive and uplifting environment that helps everyone with safety and productivity. Here are a few tips to keep the work environment happy:

- *Focus on your noise level. Remember other Team Members are also trying to converse and focus on their responsibilities, although some operations may produce a bit of noise, it's important to keep the noise (e.g. – shouting) as quiet as possible. Keep co-worker conversations on the sales floor to a minimum, especially while other co-workers are helping patients/patrons, as this can be a distraction for the patient/patron.*
- *Speaking of distractions, don't be a distraction. As much as high noise levels can be a distraction, so can fidgeting – including running, sporadic jumping or throwing arms in the air, tapping feet. Keep these to a minimum.*
- *Keep supplies fully stocked. It is important not steal supplies from another work space. When an area runs out – simply go to the supply area and restocked what tools are necessary (e.g. – exit bag and labels).*
- *Be aware of offensive odors. The company does not restrict specific types of snacks or lunches brought to work. But keep in mind foods that are easily offensive to others, like fish or eggs, can dramatically impact the work environment.*

TOPICS TO AVOID

INSA recommends avoiding talk that may be construed as discriminatory, hateful, or offensive, which could disrupt the workspace environment. If the conversation topic is questionable, simply leave the conversation for off the clock. A Team Member may exercise good etiquette and not respond, and then try to redirect the conversation.

WORKPLACE ETIQUETTE - BUILDING A VIBRANT & PRODUCTIVE GROW TEAM

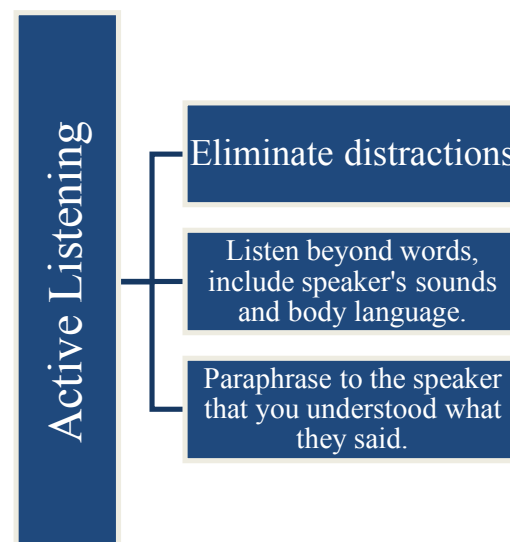
Outstanding people skills are part of INSA culture. Our company requires all employees to work on building essential communication skills, which is key for job success. In the following Subsections, we have provided a few necessary communication skills. To cultivate a productive company, it is essential to create a positive workplace.

LISTENING

To create a positive team, communication is key.

Listening is one of the key components to communication skills. Listen to what your managers, team and patient/patrons are saying.

Great communication skills are not just for talking, public speaking or writing, listening plays a vital role in communications. Do not fail to listen to people and allow them to share important insights.



TRAINING

Training is very important to building a productive team. Team Members should use familiar language and concepts to your audience, (managers and coworkers). Training is one of multiple fulfilling aspects of an employee's job, because training and cross training aids in productivity that is more efficient for long-term employment.

CROSS-TRAINING & CRITIQUE

- *Allowing Managers to analyze and comment on your skills is a critical skill to adopt and gain the knowledge necessary to complete job assignments.*
- *Allowing a Manager to openly share and suggest their expert opinion about what procedures or tasks an employee should work to improve ultimately helps the company while at the same time improving your skills.*
- *Empowered, well-trained employees become committed employees that have gone through the necessary training and reviews to succeed.*

TEAMWORK & TRUST

Teamwork is about trust. Employees should establish strong working relationships with coworkers, because an effective team is a productive team. Building teamwork and trust helps to produce effective solutions during difficult tasks. By working as a team, employees recognize that everyone is affected, and a team is better equipped.

INSA POLICIES OVERVIEW

Please always review and understand INSA policies that are required to be followed for multiple reasons. From maintaining the company vision and mission, to adhering to state, local and federal regulations. Any employee who fails to follow any INSA policy listed in this manual may be subject to disciplinary actions, up to and including termination.

PERSONAL ELECTRONIC DEVICES POLICY

INSA Team Members must not have any personal electronic devices. Prior to starting any shift, all personal electronic devices must be stored with personal belongings and may only be used during break times.

If a staff member continuously has multiple issues or corrective action reports, the staff member may be subject to disciplinary action.

ETIQUETTE & COMMUNICATION SUMMARY

In summary, etiquette and communication skills are one of the most important aspects to INSA work environment. By ensuring etiquette in the workplace (in every department), employees maintain a healthy work environment.

Team Members should constantly be improving their communication and people skills, not only to bring value-added services to our facilities, but also to cultivate and enhance a positive working environment.

NEGATIVE ATTITUDE POLICY

INSA understands that sometimes employees may not be having a good day. However, it is imperative that ALL STAFF can leave all NEGATIVITY at the door, prior to starting a shift. Understandably, if a team member believes such negativity cannot be controlled on the sales floor, the team member should seek the advice of the Management Team to find a solution.

TOBACCO, ALCOHOL & DRUG USE

INSA does not allow or tolerate the use of tobacco, alcohol or any other illegal substance by their employees or visitors. All items should be kept off INSA property always.

Please see the on-duty Manager to locate the Designated Smoking Area(s). Chewing tobacco IS NOT permitted inside ANY company building or facility. If staff uses chewing tobacco before shifts, staff must be responsible to place chewing tobacco output in a disposable bottle and place it in a waste bin.

COMPANY COMPUTER USE POLICY

This policy is also covered in INSA Employee Handbook – Telephone, Computer, Email and Internet Usage.

“Telephones, computers, email and Internet furnished to employees by INSA Management or its clients, are the property of the company and are intended for business use only - such equipment is not to be used for personal use at any time, for any reason. Employees found to be using such equipment for personal use, without consent from management, will be subject to disciplinary action, up to and including termination.

While using the telephones, computers, email and internet provided by INSA Management or its clients, the following are examples of activities, that are STRICTLY PROHIBITED:

- *Using the organization's time and resources for personal use.*
- *Stealing, using, or disclosing any Company, Staff, or Patient/patron information.*
- *Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted services and transmissions.*
- *Engaging in inappropriate, pornographic, or obscene conversations or materials.*
- *Intimidating, defaming, slandering, harassing, or threatening other individuals.*
- *Obtaining unlawful or unauthorized information or material.*
- *Refusing to cooperate with a security investigation.*
- *Participating in solicitations or advertisements not related to business purposes or activities.*
- *Engaging in political causes or activities, religious activities, or any sort of gambling.*
- *Jeopardizing the security of the organization.*
- *Defaming another organization's products or services.*
- *Engaging in any other illegal activities.*

Employees of INSA who are involved in the any prohibited activities or likeness thereof, or any other activity that INSA deems to be a violation of this policy will be subject to disciplinary action up to and including termination. Employees may be held legally responsible for any violations of this policy. Employees who have witnessed such activity within the organization should immediately notify their Manager or the Human Resources Department.

POLICY AGAINST HARASSMENT

INSA is an equal opportunity employer and does not discriminate and STRICTLY prohibits discrimination or harassment based on race, color, religion, sex, age, national origin, disability, veteran status, pregnancy, sexual orientation or any classification of the protected status by applicable law.

INSA strives to prevent discrimination, harassment, or sexual misconduct. We take every step to investigate and resolve reports of prohibited misconduct. When such misconduct is found to have occurred, the appropriate corrective and disciplinary actions, up to and including termination will be fully carried out.

WHAT IS HARASSMENT

INSA has a zero-tolerance policy for any related behavior that may violate our policies, and any violations are considered misconduct and employee will be subject to disciplinary action, up to and including termination.

“Protected Status” includes gender, age, race, color, religion, veteran’s status, disability and any other status deemed protected per state and federal law.

Harassment is any offensive action directed at a protected class. Prohibited conduct when directed at a protected status, includes the following examples:

- *Foul Language*
- *Jokes*
- *Slurs*
- *Derogatory comments*
- *Negative stereotyping*
- *Threatening or intimidating acts*
- *Obtaining, posting or circulating offensive written or visual material, including electronic communications.*
- *Additional examples of harassment include unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.*

HOSTILE WORKING ENVIRONMENT

INSA prohibits any actions, or behaviors, that could lead to a hostile working environment, even if seemingly minor. Conduct that is unprofessional, inappropriate, or offensive – even if such actions do not reach the level of creating a hostile working environment, is strictly prohibited and may at any time subject the offending employee to disciplinary actions to resolve such actions, or up to and including termination.

If at any time a Team Member wishes to speak with someone because they are uncomfortable confronting the offending party, the Team Member may immediately contact the Human Resource Department. Employees believe they are being harassed or discriminated against must report the matter immediately and not ignore the problem. INSA cannot help unless our Human Resource Department is made aware of the issues. All employees, per company policy, must promptly report harassment, as an observer or a victim.

RETALIATION

INSA prohibits retaliation against any Team Member for making a good-faith report of discrimination, harassment, or for participating with the Human Resource Department investigations. All information and tips provided to HR will be maintained as confidential, to the greatest extent possible.

EMPLOYEE FLOATING POLICY

All Team Members may be subject to filling shifts at other locations when directed by their Manager, with no additional compensation. Managers will keep an employee floating list. Employees may speak with their Manager to voluntarily add their contact information to the Floating List, members must provide the days, times and contact number that they are available to float, when needed.

The portal link will be dedicated as the place for staff members to insert their name and contact information and will only go out two weeks in advance. A calendar view will display – employee name and contact information. This list will be available to all INSA management teams.

ATTENDANCE POLICY

Attendance is extremely important to the success of INSA. INSA expects employees to strive for perfect attendance, and to arrive for work on time and remain at work for the entire work in which the employee is scheduled.

Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

In the rare instances when a Team Member is unable to attend a scheduled shift, the following guidelines must be followed:

	Timeframe of Notice:	Person to contact:	Contact your office first, then if needed, contact:	Important to Note:
Employee	One (1) hour before the start of the scheduled shift	Manager	Contact the Manager via personal cell phone	Text or voicemails CANNOT be left -- you must speak to your

Manager	One (1) hour before the start of the scheduled shift	Operations Manager / Executive Management	Contact the Corporate Office	Manager to confirm missing your shift
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DEFINITION OF ABSENCES AND TARDINESS

- **“PTO”** = Paid Time Off; all absences including vacation, personal, or sick time-off. Any absence from work will be coded as PTO if employee has an available balance. **Note:** INSA is currently without a PTO allotment. Shift changes are encouraged for requesting time off. All schedule adjustments must be made two weeks prior to requested day off.
- **“Occurrence”** = unplanned, unscheduled, or unapproved absence from work, late arrival, or early leave, after all Paid Time-Off (PTO) has been used. The code **“Unpaid Time Off”** will be entered by General Manager on employee’s time card for missing scheduled hours on the day of the absence/tardy.
- An **“absence”** occurs when an employee misses more than **four hour of work** within a normal workday. An absence of multiple days due to the same illness, injury or other incident, up to 3 days will be **counted as one occurrence** for this policy and will be evaluated on a case-by-case basis.
- A **“tardy arrival, early departure”** or another shift interruption is considered a **one-half occurrence**. Arrival and departure times will be determined by the time on the time recording system in each work location. An employee is considered late if he or she reports to work more than **10 minutes** after the scheduled starting time; an early departure is one in which the employee leaves before the scheduled end of his or her shift.

Occurrences begin after all available PTO hours have been used:		
• Absence	• > 4 hours	• 1.0 Occurrence
• Tardy/Early Departure	• > 10 minutes < 4 hours	• 0.5 Occurrence

PUBLIC IDENTITY & IMAGE AFTER BUSINESS HOURS

INSA has very high expectations that all Team Members conduct themselves in a professional manner while at work, or any work supported events. If a staff member decides to wear company (with a logo) attire or uniform outside of work or after hours, the staff members must conduct themselves in a responsible and professional manner.

BLOGGING & SOCIAL MEDIA NETWORKING

INSA recognizes that some of our employees may choose to express themselves by posting personal information on the Internet through blogs or social networking sites. While INSA recognizes a staff member may have an interest in engaging in personal blogging or social networking (events or online). Such forms of personal expression may introduce problems when a personal posting violates the rights and policies of INSA. Transmitting confidential or proprietary information without permission, our patient/patrons’ rights, or the rights of other employees by posting discriminatory, defamatory, libelous or malicious content may constitute immediate termination.

Please keep in mind that personal postings will be read – not just by friends and family, but also possibly by coworkers and supervisors, as well as company patient/patrons, clients, and competitors. Even when a post is made anonymously or under a pseudonym, the identity could be discovered relatively easily. Employees may not speak on behalf of INSA or its patient/patrons unless authorized by INSA. Furthermore, if an

employee identifies themselves as an employee of INSA, on any blog or social networking site, the communication must include a disclaimer that the views expressed do not necessarily reflect the views of INSA or its patient/patrons. Even if the post occurs during non-work hours, INSA policy applies equally to employee comments on blogs or social networking sites. Employees who violate this policy will be subject to disciplinary action, up to and including termination. Employees may be held legally responsible for any violations of this policy. Employees who believe such activity is occurring within the organization should immediately notify the Management Team, or the Human Resources Department.

INSA CONFIDENTIALITY AND BRAND INTEGRITY

Confidentiality and trade secrets are referenced in the Employment Handbook, staff members may come across sensitive, confidential, financial proprietary information, and trade secret information, therefore employees are trusted not to disclose, share or distribute such forms of information, publicly, verbally, or virtually. Employees who fail to follow this policy may face disciplinary, termination, or legal action.

Brand integrity includes: all logos and trade names that are either Trade Marked or Registered Trade Marks of INSA. These legal designations ensure that the brand integrity of INSA and its intellectual property are protected.

INSA takes pride in securing all patient/patron data by utilizing Leaf Logix systems to secure information digitally and recording all access to patient/patron records. Employees are only authorized access to records when a qualifying registered patient/patron or caregiver requests to become a Member of INSA and/or visits a location to purchase Medical / Adult-use cannabis. Information about patient/patrons, caregivers, and physicians is confidential.

Note: *Any employee found to be in violation of breaching customer confidentiality and HIPAA privacy are subject to disciplinary action, including termination.*

CANNABIS WASTE DISPOSAL & TRACKING POLICY

All staff may encounter cannabis product during day-to-day operations and must comply with Massachusetts DPH/CCC and INSA policies regarding medical / Adult-use cannabis.

Non-Exempt employees MUST inform a Manager prior to disposing or logging of any cannabis waste. Managers are responsible for ensuring that waste is logged, tracked and adjusted in the POS/State system. If a Non-Exempt employee fails to inform a Manager of cannabis waste, they may receive disciplinary action, a compliance violation, or possibly termination.

Waste Examples Include, but are not limited to:

- *Flower that has fallen onto the floor*
- *Any other items containing cannabis*

See Waste Disposal Policy for handling procedures.

BROKEN INVENTORY

In the event a Team Member breaks an item, for example a nutrient bottle breaks or flower falls on floor, they must immediately report to a Manager so that the inventory can appropriately be placed in the waste log and coded correctly.

WEAPONS POLICY

Staff or other visitors may NOT enter any facility with weapons of any kind. This includes holstered guns, knives, tasers, and concealed-carry weapons.

RECEIVING DELIVERIES OF CANNABIS PRODUCTS

*Do not leave entrances propped open or unattended when receiving deliveries. A Team Member is NOT permitted to sign for any deliveries (cannabis or non-cannabis items). **ONLY** the Management Team may sign for deliveries.*

PLEASE NOTE:

*Doors that remain locked (for compliance) **SHALL NOT**, at any time, for any reason be propped open. If an employee is found to have violated this policy they may face disciplinary action, including termination.*

UNAPPROVED FACILITY ITEMS

The Team Member, IS NOT PERMITTED to hang or post anything that has not been approved by corporate. This includes hanging photos, or ads in the break rooms or any other place in the facility or store area. The CEOs must approve everything that is placed in the facility. If during a weekly walkthrough personal items (photos, ads, or other content and items) are hanging and have no prior corporate approval, the employee may be subject to disciplinary actions, up to and including termination.

EMPLOYEE RECORDS

Employee job descriptions upon hiring will be kept within their file along with all performance evaluations regarding an employee's good standing with the company. The following items will be maintained in employee files for a minimum of 12 months.

- *All materials submitted to the CCC/DPH*
- *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*
- *A copy of the application that INSA submitted to the Department on behalf of any prospective dispensary agent*
- *Documentation of periodic performance evaluations*
- *A record of any disciplinary action taken.*

PROPERTY POLICIES AND COMPLIANCE

*Cannabis consumption by Patient/patrons or staff is **NOT permitted** on any licensed premises. Public cannabis consumption is against the law, and consumption on the premises at any licensed facilities per DPH/CCC is a state violation. Immediately report any consumption observed in the parking lot to the on-duty Manager. Any employee found to violate this policy and state regulations may be subject to immediate termination.*

COMPLIANCE VIOLATIONS

All employee must stay compliant with all company policies and industry regulations. "I didn't know," is not an acceptable answer to compliance-related concerns. Please utilize the benefits of having an internal compliance team, to ensure successful ongoing operations. Any violation of DPH/CCC or other regulatory requirements may result in a Compliance Violation, which is a written documentation of compliance errors, issued by a specific authority.

Staff members with repeated errors or negligence may be subject to a Corrective Action Report (CAR) or other disciplinary action, up to and including termination.

EMPLOYEE DISCOUNTS

INSA encourages employees, who are a qualified patient/patron, to enjoy the products offered at INSA. All employees who qualify are provided a 20% discount towards any item purchased within the dispensary. Please not the following restrictions in utilizing the employee discount.

- *INSA Team Members have the option to purchase using the employee discount (20%) in our stores. The Employee Discount cannot be combined with other dollar saving promotions. Team Members receive the promotion or the employee discount, whichever is greater. Team Members can use the employee discount after their 1st day of work. All purchases must be made during non-working hours with a member of our leadership team. Team members are not to provide discounting to other team members without approval from a manager.*
- *Returns - If product purchased with a team member discount is returned and an exchange is made, the resulting transaction cannot result in credit being owed back to the team member.*
- *Gifting - Purchases made by the patient are intended ONLY for the patient and are not to be gifted or shared with another patient or non-patient. Please remember that all INSA patients sign an anti-diversion pledge.*
- *On-site consumption is not allowed. Please be respectful of our neighbors.*

RECORDKEEPING

INSA will maintain electronic records that document every aspect of the business including assets and liabilities, monetary transactions, books of accounts, which 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 employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with INSA. To ensure the fidelity of the data and records, all INSA computers will run the latest Windows operating system, along with definition-based anti-virus and anti-spyware software from Symantec. INSA's computers will access the internet via a secure LAN, equipped with an enterprise level firewall from Checkpoint. Remote connections to the INSA network will be available only over a triple data encryption VPN. The servers storing the electronic records will be located in a limited access area under video surveillance at all times and backed-up daily. Any written or hardcopy records will be stored in a locked file cabinet in a limited access area under video surveillance at all times. Following closure of INSA all records will be kept for at least two years at the expense of INSA and in a form and location acceptable to the Commission.

RECORD RETENTION SCHEDULE

INSA maintains a Master Records Retention Schedule that dictates the retention period for various business records. We maintain records in the following overall categories:

- *Accounting Systems;*
- *Corporate Records;*
- *Human Resources;*
- *Fixed Assets;*
- *Insurance;*
- *Legal;*
- *Payroll;*
- *Security;*
- *Tax;*
- *Cultivation;*
- *Processing;*
- *Security, and*
- *Regulatory / Compliance.*

INVENTORY & TRANSACTION RECORDKEEPING

INSA uses Leaf Logix as its seed-to-sale electronic inventory tracking system. INSA is committed to using the best-in-breed, secure technology to support our business operations and provide visibility into areas of regulatory compliance. The Leaf Logix serves as the foundation of INSA's record keeping system for inventory and point-of-sale transactions. Leaf Logix integrates sales, inventory control, and cultivation process management records. The system tracks cannabis and cannabis products from seed-to-sale. The inventory tracking system will be capable for providing real-time inventories of medical and adult-use cannabis.

INSA will perform monthly inventory reviews and a comprehensive annual inventory audit. The reports will include (at a minimum):

- *The date of the inventory,*

- *A summary of the inventory findings, and*
- *The names, signatures and titles or positions of the individuals who conducted the inventory review or audit.*

INSA will maintain records of customer complaints and recalls in the inventory tracking system. The recall records will include:

- *The total amount of recalled medical marijuana products including types, forms, harvest batches, harvest lots, and process lots by date and time,*
- *The amount of recalled medical marijuana products returned including types, forms, harvest batches, harvest lots, and process lots by date and time,*
- *The total amount of recalled medical marijuana products returned including types, forms, harvest batches, harvest lots, and process lots,*
- *The names of the Recall Coordinators,*
- *From whom the recalled medical marijuana was received,*
- *The means of transport of the recalled medical marijuana,*
- *The reason for the recall,*
- *The number of recalled samples or test samples, types, forms, harvest batches, harvest lots, and process lots sent to approved laboratories*
- *The names and addresses of the approved laboratories, then dates of testing and the results by sample or test sample,*
- *The manner of disposal of the recalled medical marijuana including the name of the employee or individual overseeing the disposal of the recalled medical marijuana, the name of the disposal company, the method of disposal, the date of disposal, and the amount disposed of by type, forms, harvest batches, harvest lots, and process lots, and*
- *Any additional information requested by the Commission.*

INSA will maintain inventory records, inventory audit records, and customer complaints permanently.

CULTIVATION RECORDKEEPING

As part of the cultivation process, INSA will maintain a Crop Maintenance Log and Pesticide Application Log. The Crop Maintenance Log will record all aspects of the cultivation process. The daily checks and activities will be documented in the Crop Maintenance Log including:

- *Signs of pest infestations;*
- *Changes in biological colonies;*
- *Mold and mildew;*
- *Leaf and tip burn, discoloration, and spotting;*
- *Changes in appearance of the media;*
- *Changes in stalk density and branch elasticity;*
- *Clones feeding needs, root development, and vegetative growth;*
- *Plant overcrowding and pruning needs; and*
- *Moisture content of harvested plants.*

The Crop Maintenance Log will include nutrient and additives given to the plant including:

- *Type of nutrients and additives applied,*
- *Rate or quantity of nutrients and additives applied,*
- *The plants that received nutrients and additives and the quantity that they received,*
- *The date and time in which the nutrients and additives were applied, and*
- *The employee number of the cultivation technician that mixed and applied the nutrients.*

In addition, the Chief Cultivation Officer will schedule regular in-house testing. The results of these tests will be recorded in the Crop Maintenance Log. Tests that must be performed will include:

- *Soil pH,*
- *Nutrient pH, Total Dissolved Solids (TDS), and Electro-Conductivity (EC),*
- *Soil EC/pH testing using a saturated media extraction or the leachate pour-through method,*
- *Air and environmental testing, and*
- *Water Oxidation Reduction Potential (ORP).*

INSA will maintain a detailed Pesticide Application Log. After every pesticide application, cultivation technicians are required document the pesticide use in the Pesticide Application Log the following information:

- *The date and time (including hour completed) of application,*
- *The cultivation room and the plants identification number to which the pesticide was applied,*
- *The size of the area treated,*
- *The product name of every pesticide used,*
- *The total amount of each pesticide applied to a treated area (in pounds, ounces, gallons, liters),*
- *The dosage or rate of application of every pesticide used,*
- *The EPA product registration number of the pesticide (this requirement is unnecessary for products exempted under section 25 of the Federal Insecticide, Fungicide, and Rodenticide Act),*
- *The employee name and identification number that applied the pesticides,*
- *The employee name and identification number involved in making the pesticide and permit or certification numbers of individuals making or supervising the application, and*
- *The re-entry interval (REI) of the product used.*

Pesticide Application Logs will be completed immediately after application of pesticides (and under no circumstances greater than 24 hours after applying the pesticide. All Pesticide Application Logs will be maintained for at least 5 years. Records will be made available to the DPH/CCC or its authorized agents or medical personnel. Records will also be made available to the Department of Agriculture upon request. In addition, INSA will maintain copies of all the pesticide labels and Safety Data Sheets for the pesticides used at the facility.

VISITOR RECORDKEEPING

A visitor log will be maintained. Photocopies of visitors' government issued photo identification will be retained with the visitor log. INSA shall maintain the visitor log and I.D. photocopies for four years and will make the log available in a reviewable form to the Commission, State or local law enforcement and other state or local government officials upon request if necessary to perform the government officials' functions and duties. The log will include (at a minimum) the full name of each visitor, the visitor identification

badge number, the time of arrival, the time of departure and the purpose of the visit, including the areas of the site and the facility visited and the name of each employee visited. Visitor logs will be maintained for 4 years.

EXTRACTION/PROCESSING RECORDKEEPING

The cannabis extraction and refinement process will be tracked in the inventory management system and documented in the Extraction & Processing Log throughout production process. At each step of the production process, the cannabis extract will be weighed and recorded in the Extraction & Processing Log and inventory management system. Each Production Batch will be given a unique serial number to enable tracking and to maintain chain-of-custody. Each Production Batch number will be tied to a Harvest Batch number. The Extraction & Processing Log will be maintained for at least 5 years.

WASTE DISPOSAL RECORDKEEPING

INSA will record all medical cannabis waste processing activities in the Waste Management log which will include the video of the waste processing. The Waste Management log will include (at a minimum) the following information:

- The date and time of disposal,*
- The type and quantity of product disposed,*
- The manner of disposal,*
- The weight (in grams) of the unground medical cannabis waste,*
- The weight (in grams) of the coco/solid waste to be incorporated with the ground medical cannabis waste,*
- The weight of ground, unusable, unrecognizable waste material,*
- The names of the employees responsible for waste processing,*
- The employee IDs for the employees responsible for waste processing,*
- The signatures of the employees responsible for waste processing, and*
- The name of the dispensary supplying waste, if applicable*

Waste Management logs will be retained for a minimum of 3 years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

TRANSPORT RECORDKEEPING

INSA will generate a printed and electronic transport manifest that accompanies every transport vehicle. The transport manifest will contain, at a minimum, the following information:

- INSA's corporate name, the address of the cultivation/production facility, and INSA's permit number,*
- The name and contact information of the Head of Security who is responsible and has direct knowledge of all transport,*
- The name, address, and permit number of the dispensary, grower/processor, or approved, independent laboratory receiving the delivery,*
- The name and contact information of the representative at the receiving facility,*
- The quantity by, weight or unit, of each medical cannabis harvest batch, harvest lot, or process lot contained in the transport, along with the identification number for each batch or lot,*
- The date and approximate time of departure,*
- The date and approximate time of arrival,*

- *The transport vehicle's make and model and license plate number,*
- *The identification number of each member of the delivery team accompanying the transport,*
- *Mileage of transporting vehicle at departure from origination and the estimate mileage of the transport route,*
- *Signatures of the employees responsible for packaging the medical cannabis for transport;*
- *Signatures of the employees transporting the medical cannabis;*

INSA will retain transport manifests for at least 1 year unless directed differently by the Commission.

PERSONNEL RECORDKEEPING

Detailed employee records will be maintained which will include job descriptions with duties, authority, responsibilities, qualifications, and supervision; organizational charts, all materials submitted to the commission, documentation of verification of references, resumes & job applications, results for background checks, periodic performance evaluations, and promotions, compensation, disciplinary records, notice of completed responsible vendor and eight hour related duty training, warnings and any training or career development. Records will also be maintained in a form that may be inspected by the Commission and its authorized agents for at least 1 year after termination of the employee.

LAB TESTING RECORDKEEPING

All medical cannabis and medical cannabis products will be sent to an independent lab for testing. The lab testing records will be entered into Leaf Logix prior to product being made available for sale. In addition, the lab test reports will be organized by batch number and maintained electronically. The lab tests results will be stored electronically for at least 1 year.

SECURITY & SURVEILLANCE RECORDKEEPING

INSA's Security and Surveillance plans requires that surveillance footage by each camera be retained for at least 90 days. Records shall be retained as long as necessary if INSA is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. The recordings must be in a format that may be easily accessed for investigative purposes. The recordings will be retained at the facility in the Security Records room, a locked, limited access room to which only authorized individuals have access.

All security and surveillance rooms (including the Security Records room) at the facility shall be locked at all times and may not be used for any other purpose or function. INSA shall maintain a current list of authorized employees and service employees or contractors who have access to any security or surveillance areas and shall make said list available to the Commission or the Commission's authorized agents upon request.

Any incident reports and supporting documentation will be maintained for at least 1 year or the duration of the investigation whichever is greater.

EQUIPMENT MAINTENANCE RECORDKEEPING

INSA developed protocols to maintain the sanitation and operation of equipment that comes in contact with medical cannabis to prevent contamination. Prior to use (or at least weekly), INSA will calibrate, check, and inspect (i) automatic, mechanical, or electronic equipment or (ii) scales, balances, or other measurement devices used in the operations. INSA will maintain an Equipment Maintenance Log which

records the cleaning and calibration of equipment. The Equipment Maintenance Log will record (at a minimum):

- *The date and time of cleaning or recalibration,*
- *The employee name and ID performing the cleaning or recalibration,*
- *The make, model, and serial number of the piece of equipment, and*
- *The action performed.*

Records will be maintained for 5 years, and INSA will provide any records to the Commission upon request.

SOFTWARE/SYSTEM MAINTENANCE RECORDKEEPING

INSA developed protocols to maintain proper functioning of the point-of-sale software. INSA conducts 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. INSA maintain records that it has performed the monthly analysis permanently and will be available for inspection by DPH/CCC.

POLICIES FOR MAINTAINING FINANCIAL RECORDS

INSA maintains detailed financial records including assets and liabilities, monetary transactions, books of accounts with supporting documents, sales records including the quantity, form and cost of marijuana products, and salary and wages paid to each employee, stipends paid to board members, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with INSA. All contracts, purchase orders, invoices, payroll reports, receipts, and sales reports are stored electronically. All records are stored in accordance with INSA's recordkeeping policies. Records are maintained pursuant to 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.

CASH HANDLING

All cash transactions are under video surveillance. Cash received and given is counted casino style under video camera surveillance. Large bills (>\$20) are marked with counterfeit pen to ensure their validity. The dispensary maintains "change cash" of approximately 20% of the rolling 30-day average daily sales on hand for change. The "change cash" is counted by the Manager and checked by the Assistant Manager daily.

CLOSING REPORTS

At the close of business, INSA Manager compares the cash receipts and point-of-banking (debit) reports to the sales report to ensure that cash collected equates sales generated. The Assistant Manager on duty will cross check the Manager's count. Both the Manager and the Assistant Manager sign off on the accuracy of the sales report. Any variances greater than \$10 are brought to the attention of senior management. All variances between the cash/debit receipts and sales report are investigated immediately. The variances are annotated on the sales report as well as logged on the internal Variance Tracker. The sales reports are filed with the corresponding bank deposit slip. Physical and electronic copies of the sales report are stored for the Bookkeeper for the Controller/Bookkeeper to review and enter into Quickbooks.

CASH DEPOSITS

At the end of the business day, the Manager will complete a bank deposit slip for the cash collected. The cash and bank deposit slip is sealed and stored in an approved, insured safe in a limited access area that is under constant video surveillance. Bank deposits are collected by our cash transport service and transported to INSA's bank. The cash transport courier prepares a report documenting that amount of cash transport which is reviewed and signed by the Manager on duty and the cash transport courier. A copy of the cash transport report is filed electronically.

ACCOUNTS PAYABLE & RECEIVABLE

All capital purchases or orders greater than \$5,000 require a purchase order to be completed and reviewed by the CFO. The purchase orders are filed with the Controller/CFO and compared against the invoices received from the vendor. After confirming the accuracy of the invoice, the Controller/CFO will submit payment to the vendor. All checks are prepared by the CFO and approved by the CEO in order to provide the necessary checks and balances.

Receipts and invoices are required for any purchase greater than \$20. All receipts and invoices are scanned and stored electronically. At the end of the month, the Controller/Bookkeeper reviews all the

purchases/invoices during the bank reconciliation process. Any discrepancies or red flags are required to be brought to the attention of the CFO and CEO.

INVENTORY REPORTING

Inventory reports are generated from Leaf Logix to determine the end of period inventory value. INSA conducts monthly inventory audits to ensure the accuracy of the Leaf Logix reports. At least annually, INSA conducts a comprehensive inventory audit.

PAYROLL

INSA is on a bi-weekly payroll schedule. All non-exempt employees are required to record their hours in the time clock service provided by our payroll vendor. At the end of the pay period, the department manager reviews the hours recorded in the time clock and compares the hours to the employment schedules. If there are any discrepancies, the manager will investigate and resolve the discrepancies before approving the employee's hours. The hourly report is then submitted to CFO/Controller for review. If the report is accurate, then the Controller/CFO will approve payroll with INSA's payroll provider.

TRANSACTION RECORDING & REPORTING

INSA's Controller/Bookkeeper records financial transactions (such as expenses and sales receipts) in the Quickbooks. At the end of the month, the bookkeeper performs the bank reconciliation comparing INSA's accounting records with the corresponding bank records to ensure the accuracy of the financials. Quarterly the Quickbooks files are sent to INSA's outside account for review. The accountants review the financials and prepare the quarterly financials for review by INSA's leadership. Annually INSA's outside accountants perform a full financial audit.

SALES AND CORPORATE INCOME TAXES

INSA will pay sales tax monthly. INSA generates a report that shows the monthly sales tax liability based on the sales receipts for items on which sales tax is required. Sales tax is submitted through Mass Tax Connect. INSA's external accountants prepare the annual tax returns and calculate the company's income tax liability.

MONTHLY ANALYSIS

INSA shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. INSA shall maintain records that it has performed the monthly analysis and shall produce the same upon request by 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 INSA shall immediately disclose said information to the Commission, shall cooperate in any investigation regarding the same, and shall take such other action direction by the Commission.

QUALIFICATIONS & TRAINING

TRAINING

MARIJUANA ESTABLISHMENT AGENT TRAINING

INSA will ensure that all team members complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each team member, and at a minimum must include a Responsible Vendor Program. At a minimum, staff shall receive eight hours of on-going training annually.

RESPONSIBLE VENDOR TRAINING

On or after July 1, 2019, all current owners, managers and employees that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”

Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

INSA 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 upon request during normal business hours.

CERTIFICATION TRAINING CLASS CORE CURRICULUM

Discussion concerning marijuana’s effect on the human body. Training shall include:

- *Marijuana’s physical effects based on type of marijuana product;*
 - *The amount of time to feel impairment;*
 - *Visible signs of impairment;*
 - *Recognizing the signs of impairment.*
- *Diversion prevention and prevention of sales to minors, including best practices;*
- *Compliance with all tracking requirements;*
- *Acceptable forms of identification. Training shall include:*
 - *How to check identification;*
 - *Spotting false identification;*
 - *Medical registration cards issued by the DPH;*
 - *Provisions for confiscating fraudulent identifications; and*
 - *Common mistakes made in verification.*
- *Other key state laws and rules affecting owners, managers, and employees, which shall include:*
 - *Local and state licensing and enforcement;*

- *Incident and notification requirements;*
 - *Administrative and criminal liability;*
 - *License sanctions and court sanctions;*
 - *Waste disposal;*
 - *Health and safety standards;*
 - *Patrons prohibited from bringing marijuana onto licensed premises;*
 - *Permitted hours of sale;*
 - *Conduct of establishment;*
 - *Permitting inspections by state and local licensing and enforcement authorities;*
 - *Licensee responsibilities for activities occurring within licensed premises;*
 - *Maintenance of records;*
 - *Privacy issues;*
 - *Prohibited purchases and practices.*
- *Such other areas of training determined by the Commission to be included in a responsible vendor training program.*

JOB DESCRIPTIONS

INSA provides a transparent approach to each position held within the company, along with the functions/responsibilities of each position. Below is the breakdown of each position.

CEO (REPORTS TO BOARD OF DIRECTORS)

The Chief Executive Officer is responsible overseeing all aspects of the Massachusetts operations including compliance, security, cultivation, production, dispensary operations, and marketing. The CEO must be capable of effectively delegating responsibility and monitoring progress to ensure that the business functions according to plan. The CEO will be responsible for preparing an annual and three-year business plans to the board of directors which will include financial projections and strategic objectives and reporting to board of directors at least quarterly.

Responsibilities:

- *Build and promote a culture of compliance, peak performance, and excellence which includes recruiting talent and developing the talent of organization.*
- *Develop annual projections and three-year projections including strategic objectives.*
- *Implementing the appropriate incentive structure to achieve annual and long-term goals without compromising compliance.*
- *Delegate responsibility to the executive team to execute business strategies and initiatives and monitor the progress to ensure that business objectives are achieved.*
- *Review and update the operating procedures at least annual to ensure best practices and compliance with all regulations.*
- *Monitoring the competitive landscape and regulatory environment in order to develop a strategy to generate the highest risk-adjusted returns and effectively service our patient/patrons.*
- *Evaluate investment opportunities to effectively allocate capital.*
- *Responsible for managing public relations for the organization and making public and media appearances to promote the business and the brand as well as meeting with public officials and trade groups to maintain good relations.*

Qualifications/Experience:

- *At a minimum, a Bachelor's Degree preferably in business or finance.*
- *Experience operating medical / Adult-use cannabis or healthcare business.*
- *Experience managing a large organization in a heavily regulated industry.*
- *Knowledgeable on regulations related to the Massachusetts Medical / Adult-use cannabis Program.*

CHIEF OPERATING OFFICER (REPORTS TO CEO)

The COO will be responsible for overseeing the day-to-day operations of the cultivation, production, dispensary, and marketing operations.

Responsibilities:

- *Provide day-to-day leadership and management of the cultivation, production, dispensary, and marketing operations which includes setting production schedules, managing inventory levels, coordinating product and cash transports.*
- *Responsible for managing the marketing and promotional activity of the business.*
- *Responsible for driving the company to achieve and surpass sales, profitability, cash flow and business goals and objectives.*
- *Oversee all P&L and budgeting for the entire operations.*
- *Responsible for the measurement and effectiveness of all processes internal and external. Provides timely, accurate and complete reports on the operating condition of the company.*
- *Spearhead the development, communication and implementation of effective growth strategies and processes.*
- *Collaborate with the management team to develop and implement plans for the operational infrastructure of systems, processes, and personnel designed to accommodate the rapid growth objectives of our organization.*
- *Motivate and lead a high-performance management team; attract, recruit and retain required members of the executive team not currently in place; provide mentoring as a cornerstone to the management career development program.*
- *Responsible for approving and managing research and development projects.*
- *Implements corrective action plans such as product recalls or regulatory violations.*

Qualifications/Experience:

- *Bachelor's Degree preferably in business or finance.*
- *Experience operating medical / Adult-use cannabis or healthcare business a plus.*
- *Experience working as a COO in a comparable industry.*
- *Knowledgeable on regulations related to the Massachusetts Medical / Adult-use cannabis Program.*
- *Organized and detail oriented.*

CHIEF COMPLIANCE OFFICER / GENERAL COUNSEL (REPORTS TO CEO)

The Chief Compliance Officer is responsible for ensure that the Company is in compliance with all regulations which includes conducting audits, background checks and pre-employment screening, and reviewing and updating operating procedures to ensure best practices and compliance with all regulations.

Responsibilities:

- *Monitor regulatory changes and ensure that the Company is in compliance and up to date.*
- *Conduct quarterly audits to ensure that operations are compliant with all applicable laws and regulations.*
- *Manage communications with regulators.*
- *Review and update operating procedures with appropriate division head to ensure best practices and compliance.*
- *Conduct background checks on new hires and conduct pre-employment screening.*
- *Handle all HR matters including disciplinary matters involving Team Members.*
- *Review quality control testing before production lots are released.*
- *Ensure that regulatory filings are prepared accurately and submitted in a timely manner.*
- *Review legal documents (contracts, agreements, etc.) and work with outside councilor to resolve any legal problems.*
- *Provide compliance training for new Team Members and annual compliance training to all Team Members.*

Qualifications/Experience:

- *At least 7-10 years of compliance or compliance-related experience, ideally with experience in the cannabis industry, banking industry or other heavily regulated area.*
- *JD preferred although relevant experience is highly regarded.*
- *Knowledgeable on regulations related to the Massachusetts Medical / Adult-use cannabis Program.*
- *Candidate must be proactive, extremely detail oriented and highly organized.*
- *Candidate must have excellent oral and written communication skills and the ability to communicate with a range of people, within and outside of the Company (i.e. regulators).*

CHIEF FINANCIAL OFFICER (REPORTS TO CEO)

The Chief Financial Officer is responsible for managing the finances of the Company including preparing financial statements, managing cash/cash flow, and supporting the CEO in evaluating investment opportunities.

Responsibilities:

- *Responsible for the company's financial statements, general ledger, cost accounting, payroll, accounts payable, accounts receivable, budgeting, tax compliance, and various special analyses.*
- *Research and analyze the return profiles of capital allocation opportunities.*
- *Work with outside accountants to prepare tax returns and manage tax expenses.*
- *Setup financial infrastructure and work with auditors/consultants to ensure the appropriate controls are in place. Review at least annually the financial controls and update processes/systems to ensure the necessary controls are in place.*
- *Manage and cultivate banking relationships. Continually assess access to capital.*
- *Work with executive team to prepare annual budgets and projections.*
- *Implement a process to record transactions by department and compare costs incurred to budget and performance analysis of profit centers.*
- *Perform cash projections to effectively manage cash balances and maximize the return on any excess cash balances.*

Qualifications/Experience:

- *Bachelor's Degree preferably in business or finance.*
- *Experience managing the financial operations at medical / Adult-use cannabis or healthcare business a plus.*
- *Experience working as a CFO or Controller in a comparable industry.*
- *Knowledgeable on regulations related to the Massachusetts Medical / Adult-use cannabis Program.*
- *Organized and detail oriented.*

INVENTORY & OPERATIONS MANAGER (REPORTS TO COO)

The Inventory & Operations Manager is responsible for monitoring inventory levels at the cultivation facility and at the dispensaries to reduce shrink, improve sales and profitability and working with management to resolve any inventory discrepancies and process inefficiencies.

Responsibilities:

- *Conduct daily inventory checks using Company software and reporting system and working with the Dispensary Managers, Head of Cultivation, Head of Production, and executive team to reconcile any dispensaries. Conducting weekly on-site inventory audits of the dispensaries and cultivation operations.*
- *Manage seed-to-sale tracking system (Leaf Logix) which includes entering/deleting product information and managing Team Member access to the inventory and point-of-sales system.*
- *Work with the CCO to ensure the operations are operating in compliance with all regulations and according to the Company's operating procedures.*
- *Run reports and generates analytics for management and Dispensary Managers to improve the operations and profitability of the business.*
- *Ensure that transport, disposal, and transfer manifests are completed and filed appropriately.*
- *Audit product data to ensure accuracy (especially pricing).*
- *Work with management to develop and refine systems and processes to minimize shrink and wastage and better manage working capital.*
- *Oversee waste management operations to ensure that product inventory disposed of in accordance with regulations.*

Qualifications/Experience:

- *Bachelor's Degree preferably in business or IT.*
- *Experience with Leaf Logix software is a must.*
- *Experience operating medical / Adult-use cannabis or healthcare business a plus.*
- *Knowledgeable on regulations related to the Massachusetts Medical / Adult-use cannabis Program.*
- *Organized and detail oriented.*

CONTROLLER (REPORTS TO CFO)

The Controller is responsible for assisting the CFO in managing the financial operations of the business. The Controller is responsible for maximizing return on financial assets by establishing financial policies, procedures, controls, and reporting systems.

Responsibilities:

- *Assist the CFO in financial management activities.*
- *Guides financial decisions by establishing, monitoring, and enforcing policies and procedures.*
- *Establishing, monitoring, and enforcing internal controls to protect financial assets.*
- *Monitors and confirms financial condition by conducting audits; providing information to external auditors.*
- *Prepares budgets by establishing schedules; collecting, analyzing, and consolidating financial data; recommending plans.*
- *Ensures operation of financial systems by establishing preventive maintenance requirements and service contracts.*

Qualifications/Experience:

- *Bachelor's Degree preferably in business or finance.*
- *CFO or Controller experience.*
- *Experience operating medical / Adult-use cannabis or healthcare business a plus.*
- *Knowledgeable on regulations related to the Massachusetts Medical / Adult-use cannabis Program.*
- *Organized and detail oriented.*

GENERAL MANAGER (REPORTS TO COO)

The Retail General Manager is primarily responsible for the management, maintenance, and supervision of day-to-day retail operations activity of the dispensary location; Overseeing all Team Members of the dispensary location and assures daily business operations are conducted in accordance with company policies and procedures and state regulatory standards. Additional responsibilities of the Retail General Manager include interviewing, hiring, and training Team Members, planning and directing work, appraising performance, rewarding and disciplining Team Members, addressing complaints, managing inventory, product and supply ordering, and resolving problems.

Responsibilities:

- *Coordinates with the COO in performing all day-to-day operations according to corporate mission statement*
- *Meets operational expectations and maintains high product quality standards by following and upholding all of INSA policies, procedures and security protocols by adhering to the Retail Operations Policy Guide, Team Member Manual, and all other INSA published materials*
- *Responsible for following Retail Operations Policy Guide to ensure consistent store operations across all retail locations of INSA brand; Creating brand loyalty, brand consistency, and ensuring repeat guest visits*
- *Interfaces with vendors, Purchaser, and Security & Transport personnel to coordinate purchase, delivery, and transfer of Cannabis products, retail products, equipment and supplies*
- *Remains cognizant of current inventories on a daily basis, ensuring par inventory levels are maintained at all times and considering factors effecting retail traffic and volume; Alerts inventory needs of out of stock or critically low items to ensure an expedient return to par levels;*
- *Performs tracking functions to account for inventory, ordering, accounts payable, logistics and deliveries, and sales;*
- *Responsible for monitoring all transactions and cash within the retail stores, including audits of bank deposits, inventory vaults, record keeping and compliance to INSA and DPH/CCC regulations*
- *Responsible for monitoring and using security Team Members to maintain safety and security of facility; Ensuring regulatory compliance and upholding INSA operations standards;*
- *Maintains knowledge of all strains of cannabis, edibles, concentrates, pre-rolls and accessories for sale in the dispensaries;*
- *Utilizes well-versed knowledge of cannabinoids and how they affect the body and acts as a resource for all staff members*
- *Retains thorough and comprehensive knowledge of guest services, patient/patron benefits, potency, contaminant and homogeneity testing procedures and benefits, sales, discounts and promotions, product pricing, INSA policy and procedure, DPH/CCC regulations, HIPPA compliance, all functions of operations, and acts as a resource for all staff members*
- *Monitors overall retail sales and creates effective solutions to increase sales, including creation, implementation and evaluation of promotions, discounts, and guest benefits*
- *Responsible for ensuring quarterly marketing changes are executed; All in-store signage, promotional materials, menus, and/or any other marketing assets are implemented per INSA Plan-O-Gram and corporate design standards;*
- *Provides Dispensary Manager coverage and performs duties and/or functions whenever an unplanned absence occurs*
- *Responsible for inventory control and ensuring seed-to-sale compliance; auditing all receiving, transferring, reporting, reconciling and inventory management functions*

- *Participates in corporate oversight of operations and compliance, providing documentation, assisting Compliance department with inventory counting and auditing, and reconciling variances in State and POS system, according to INSA policies and DPH/CCC regulations*
- *Monitors sales floor for a variety of factors including but not limited to flow, staffing needs, quality of service, inventory changes, atmosphere, and security*
- *Provides training, education, coaching and guidance to all staff, while acting as a leader and resource for information; properly delegates duties to ensure efficient store operations the delivery of concierge-level quality of service*
- *Performs inventory management of Cannabis products and accessories; Merchandises, rotates, and displays items according to INSA policies, preventing the expiration of perishable items*
- *Ensures all items are correctly priced in POS system and have accurate price tags displayed on sales floor;*
- *Abides by product handling procedures, including safety and health policies, auditing inventory, stocking, product storage, and maintaining packaging and labeling standards; Ensuring security and health standards are met at all times*
- *Ensures cleanliness and organization of store, retail storage areas, office and store supplies, and any production areas of facility; Oversees the stocking of retail items and supplies, and sanitization of all areas, including restrooms;*
- *Oversees the quality and rotation of Cannabis sample jars and display flowers; Ensuring Cannabis products are merchandised and sold according to INSA quality standards*
- *Acts as a representative of retail staff and guests to Corporate office and upper Management, communicating information as needed; Acts as an information filter, directing communications and ensuring appropriate use of the Chain of Command*
- *Responsible for actively listening, establishing rapport with staff and guests, resolving conflicts, and overall relationship building with staff, Management, and guests*
- *Leads and inspires staff to work as part of a team to ensure sales, guest-satisfaction, and compliance goals are met by designated timelines*
- *Adheres to INSA security protocol and promotes safety for self, guests and coworkers*
- *Attends all meetings, as scheduled*
- *Responsible for increasing sales and profitability, by ensuring efficient operations, utilizing cost-saving measures, increasing productivity and limiting discretionary spending;*
- *Responsible for overseeing team performance and the development, recruiting, training, and retention of high-caliber Team Members, including grooming staff for internal promotions and increased responsibility*
- *Responsible for creating and publishing Team Member schedule and following all time keeping policies*
- *Responsible for exercising tact and professionalism when problem-solving and resolving conflicts; Maintains a willingness to take corrective actions to fix mistakes, address complaints, or otherwise improve the store, staff, or guest experience*
- *Monitors patient/patron satisfaction assessments and public email accounts, interprets feedback, and incorporates suggestions*
- *All other job duties as assigned.*

Qualifications/Experience:

- *High School diploma or General Education Development (GED) required*
- *College degree in any field of study preferred; Priority given to candidates with experience or study emphasis in biology, medicine, horticulture, agriculture, business, management, or hospitality;*

- *Must maintain current knowledge of and adhere to all policy and regulations of the Department of Public Health (DPH), and Health Insurance Portability and Accountability Act (HIPAA), and INSA.*
- *Previous retail and/or Cannabis industry management experience preferred; Priority given to candidates with management experience in MA licensed facilities;*
- *Minimum of five years combined dispensary, call center, retail, sales, hospitality, or customer service experience;*
- *Excellent computer and technical skills, including experience with web browsers, retail POS systems, and credit card processing terminals; Ability to troubleshoot technical issues and coordinate with IT and technical support to correct them;*
- *High-level critical thinking, attention to detail, mathematical, language, and reasoning skills;*
- *Must be comfortable adding, subtracting, multiplying and dividing fractions and decimals, and high-volume cash handling;*
- *Type 50+ WPM; Bilingual skills a plus.*

DISPENSARY MANAGER (REPORTS TO GENERAL MANAGER)

A Dispensary Manager is responsible for managing the day-to-day operations for the dispensary including hiring, training, and managing dispensary staff, preparing budgets and managing the dispensary P&L.

Responsibilities:

- *Maintains dispensary operations by adhering to and helping to improve upon company policies and procedures.*
- *Manages and inspires staff by recruiting, selecting, orienting, training, coaching, counseling, and issuing corrective action to Team Members; planning, monitoring, and appraising job results.*
- *Ensures the store is stocked, clean and in proper operational order, create and maintain budgets, and coordinate with and report to senior management, and work in close coordination with the Security staff.*
- *Completes store operational requirements by scheduling and assigning Team Members and following up on work results.*
- *Identifies current and future patient/patron needs by establishing rapport with patient/patrons and other persons in a position to understand service requirements.*
- *Study product sales patterns and patient/patron trends and reports to senior management to ensure appropriate inventory and production levels.*
- *Monitor operating and financial metrics to control costs and enhance dispensary profitability and patient/patron care.*
- *Address customer needs and build long-term patient/patron relationships which includes responding to calls or emails from customers requesting product, training, and general information.*

Qualifications/Experience:

- *High school diploma or GED required but Bachelor's Degree in hospitality preferred.*
- *Three to five years of experience in Retail or Hospitality Leadership and Management.*
- *Ability to work well under pressure and meet deadlines.*
- *Demonstrated leadership skills and ability to hire, train, and manage a large staff.*
- *Very organized and detail oriented.*
- *Passionate and knowledgeable about the Medical / Adult-use cannabis.*

PATIENT/PATRON SERVICE TEAM MEMBER (REPORTS TO DISPENSARY MANAGER/ASSISTANT)

A Patient/patron Service Team Member is responsible for educating patient/patrons and assisting the product selection and purchase at the dispensary.

Responsibilities:

- *Follow INSA Policies & Procedures for the daily operation of the dispensary and fully comply with state Medical / Adult-use cannabis regulations.*
- *Provide product expertise and knowledge to patient/patrons and explain the potential benefits of each various type and strain of Medical / Adult-use cannabis, as well as methods of use.*
- *Answer patient/patron and caregiver questions and provide resources to assist in their medical use of Cannabis.*
- *Participate in the patient/patron intake process, maintaining appropriate paperwork and patient/patron records.*
- *Maintain privacy and confidentiality of sensitive patient/patron information.*
- *Receive, prepare and complete patient/patron orders and sales utilizing point-of-sale and record keeping system.*
- *Help to ensure the store is stocked, clean and in proper operational order.*
- *Work in close coordination with a team of other patient/patron services Team Members.*
- *Model best-in-class service experience that consistently exceeds our customer's expectations during the sales / provisioning process.*
- *Identify unique needs of each individual patient/patron by demonstrating compassion, empathy and sensitivity*
- *Interpreting current and future patient/patron needs by establishing rapport with patient/patrons and other persons in a position to understand service requirements.*
- *Act as a liaison between patient/patrons and management to continually improve the customer experience.*
- *Immediately address any customer conflict or complaint and build long-term patient/patron relationships and loyalty to our brand.*
- *Utilize the point of sale record keeping system to maintain and manage patient/patron records and other important information.*

Qualifications/Experience:

- *Previous retail, hospitality or customer service experience preferred.*
- *Knowledge of basic computer skills, Point of Sale software and cash management is a plus.*
- *Ability to deal with problems and resolve in a professional manner.*
- *Must be able to accommodate scheduling expectations including some weekends, regular scheduled shift times, and applicable holidays.*
- *Outgoing, energetic, fun attitude and strong work ethic.*
- *Passionate and knowledgeable about Medical / Adult-use cannabis.*

HEAD OF SECURITY (REPORTS TO CEO)

The Head of Security is responsible for overseeing the day-to-day security operations of the business and update the security infrastructure to accommodate regulatory, operational, technological, and environmental changes.

Responsibilities:

- *Responsible for hiring, training, and managing the Security Specialists.*
- *Maintain safe and secure environment for customers and Team Members.*
- *Secure premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry to only authorized staff and permitted visitors.*
- *Review and analyze security related incident reports; investigate and resolve all false alarms.*
- *Address, resolve and report security breaches.*
- *Prevents losses and damage by reporting irregularities; informing violators of policy and procedures.*
- *Oversee in product and cash transport.*
- *Review and update security operating procedures as necessary.*
- *Research best-practices and technologies and make security recommendations to management to keep the Company up-to-date on security best practices.*
- *Conduct annual security training to all Team Members and provide security training for any new Team Members.*

Qualifications/Experience:

- *Ten years of experience in government security, corrections, or law enforcement.*
- *Previous experience in the cannabis industry or controlled substances a plus.*
- *Excellent verbal communication and human relation skills.*
- *Very organized and detail oriented.*
- *Passionate about the importance of Medical / Adult-use cannabis.*

SECURITY SPECIALIST (REPORTS TO HEAD OF SECURITY)

The Security Specialist is responsible for the day-to-day security needs at the assigned facility.

Responsibilities:

- *Maintain safe and secure environment for customers and Team Members.*
- *Secure premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry to only authorized staff and permitted visitors.*
- *Review and analyze security related incident reports; investigate and resolve all false alarms.*
- *Address, resolve and report security breaches.*
- *Prevents losses and damage by reporting irregularities; informing violators of policy and procedures.*
- *Assist in product and cash transport.*
- *Required to work flexible hours, including weekends, as assigned by the Head of Security to provide maximum security coverage.*

Qualifications/Experience:

- *Two years of experience in security for a governmental or private organization preferred.*
- *Previous experience in investigation and safety and security of persons and property, preferably as a police officer or corrections officer.*
- *Excellent verbal communication and human relation skills.*
- *Very organized and detail oriented.*
- *Passionate about the importance of Medical / Adult-use cannabis.*

Diversity Plan

Contents

1. Overview	2
1.1. Goals.....	2
2. Programs.....	3
2.1. Job Outreach Program.....	3
2.2. Career Development, Counseling and Mentorship Program	4
2.3. Diversity Advisory Board	5

1. Overview

Insa (the “Company”) is an equal opportunity employer with a set of comprehensive policies ensuring fairness in all aspects of operations and a zero-tolerance policy against all forms of harassment. In order to further promote equity, the Company has developed the following Diversity Plan pursuant to 935 CMR 500.101 and all applicable Cannabis Control Commission (the “Commission”) guidance

The Company will seek to promote equity among the following groups as defined by the Commission:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. Individuals of the LGBTQ+ Community

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

Additionally, any actions taken, or programs instituted by the Company will not violate the Cannabis Control Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

1.1. Goals

The Company has defined the following goals in its effort to promote equity among individuals of the groups listed above:

1. To hire at minimum the following for this facility:
 - a. Minorities: 40%
 - b. Women: 50%
 - c. Veterans: 5%
 - d. People with disabilities: 5%
 - e. Individuals of the LGBTQ+ Community: 20%
1. To provide employees who are members of the groups listed above with the support and resources needed to aid in their professional development and facilitate the achievement of their career goals by ensuring that at least 50% of the resources offered as part of the

Company's Career Development, Counseling and Mentorship Program are reserved for employees who are members of the groups listed above.

2. Ensure employees who are members of the groups listed above are actively engaged with developing the company's vision and goals.

In order to achieve these goals, the Company has developed a set of programs described in the following section.

2. Programs

The Company has developed the following programs to achieve its goals as described above. Each program includes specific qualitative and quantitative measures that the company will use to determine the success of each program.

The Company's Director of Human Resources will utilize these measurements to conduct an annual review of these programs to ensure the conditions of the plan are being met. Additionally, the progress or success of this plan will be documented annually prior to the renewal of the facility's license.

Measurements:

The Company will review the demographics of the Company on an annual basis to evaluate the effectiveness of the programs and ensure that the Company meets its demographic goals as listed above:

1. Number of employees that are members of the groups listed above.
2. Number of employees who have been hired in the previous year who are members of the groups listed above.

2.1. Job Outreach Program

The Company has developed a Job Outreach Program to ensure candidates who are members of the groups listed above have the opportunities and resources to apply for positions at the Company. This program consists of three components:

1. Partnerships with organizations that provide resources and skill building for individuals who are members of the groups listed above.
2. Job Fairs in areas in which individuals in the groups listed above are represented.

3. Advertising employment opportunities in publications tailored to individuals who are members of the groups listed above.

Measurements:

The following measurements will be used to track the success of this program:

1. At least twice per year the Company will participate in presentations or events in partnership with an organization that provides resources and skill building to individuals who are members of the groups listed above.
 - a. Number of individuals who are members of the groups listed above that are employed by the company.
 - b. Number of individuals who are members of the groups listed above that applied for positions through these events or partnerships.
 - c. Number of employees who are members of the groups listed above that are hired through these events or partnerships.
2. At least twice per year the Company will host a job fair in an area in which individuals who are members of the groups listed above are represented.
 - a. Number of individuals who are members of the groups listed above that attend these job fairs.
 - b. Number of employees who are members of the groups listed above that are hired through these job fairs.
3. At least once per quarter the Company will advertise employment opportunities in publications tailored to individuals who are members of the groups listed above.
 - a. Documentation or receipt of advertisement.

2.2. Career Development, Counseling and Mentorship Program

In order to ensure that employees who members of the groups listed above receive adequate support in their professional development and in achieving their career goals, the Company has developed a Career Development, Counseling and Mentorship Program. Resources provided to employees as part of this program include:

- Scheduled mentorship sessions with members of company leadership
- Hands-on training with experienced employees
- Access to industry training courses or relevant certification
- Financial scholarships for continuing education
- Resume and cover letter writing training and resources
- Networking opportunities

The Company's Human Resources Department will process all employee requests and administer the appropriate resources.

All company employees will be eligible to apply to participate in the Career Development, Counseling, and Mentorship Program, however, requests submitted by employees who are members of the groups listed above will be given priority and at least 50% of the resources available as part of this program will be reserved for employees who members of the groups listed above. Additionally, the Company will grant a financial scholarship to an employee who is a member of the groups listed above in order to support their continuing education.

Upon hire, all employees will receive an informational handout describing this program. Additionally, all employees will be regularly notified of updates and opportunities related to this program through email memoranda and flyers located in high visibility areas such as bulletin boards in breakrooms.

Measurements:

The following measurements will be used to track the success of this program:

1. Number and percentage of employees who received training, counseling or mentorship through this program that are members of the groups listed above.
2. At least once per quarter the company will send an email communication related to this program.
 - a. Number of company-wide emails sent to employees related to this program.

2.3. Diversity Advisory Board

In order to ensure employees who are members of the groups listed above are properly represented in determining the Company's vision and goals the Company has established a Diversity Advisory Board ("DAB"). The Diversity Advisory Board had its first meeting in September 2019 and has formulated a set of formalized goals and bylaws. The scope of the Board includes but is not limited to the following:

1. Overseeing Company employment practices to ensure equity and inclusion of the individuals in the groups listed above.
2. Identifying barriers to employment both in the industry as a whole and within our organization of individuals in the groups listed above.
3. Developing community relationships and pipelines for diverse applicants.
4. Developing mandatory diversity and inclusion training programs for all employees (diversity awareness, cultural competence, LGBTQ+ awareness).

5. Volunteering and supporting community organizations which benefit individuals in the groups listed above.

The company will hold a nomination period to formally establish membership of the Diversity Advisory Board. The Diversity Advisory Board will meet on a regular basis to effectively administer its objectives.

Upon hire, all employees will receive an informational handout describing the Diversity Advisory Board. Additionally, all employees will be regularly notified of updates and opportunities related to the Diversity Advisory Board through email memoranda and flyers located in high visibility areas such as bulletin boards in breakrooms. All employees will be informed of opportunities to join the Diversity Advisory Board through company-wide email memoranda.

Measurements:

The Company will utilized the following measurements to ensure the effectiveness and employee participation in the Diversity Advisory Board:

1. The Diversity Advisory Board will meet at minimum once a month and will maintain attendance of at least 75% of its members at any one meeting.
 - a. Documentation of Diversity Advisory Board meetings including agendas and minutes.
2. In order to ensure representation among the groups listed above, the Diversity Advisory Board will be composed of at least 60% of employees who are members of the groups listed above.
 - a. Number of individuals who are members of the groups listed above that are members of the Diversity Advisory Board.
3. At least once per quarter the company will send an email communication related to the Diversity Advisory Board.
 - a. Number of company-wide emails sent to employees related to this program.