Massachusetts Cannabis Control Commission

Medical Marijuana Treatment Center

General Information:

License Number: RMD3362

Original Issued Date: 10/03/2022

Issued Date: 10/03/2022

Expiration Date: 10/03/2023

ABOUT THE MEDICAL MARIJUANA TREATMENT CENTER

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

Phone Number: 877-500-4672 **Email Address:** facility-licensing@myinsa.com

Business Address 1: 35 Center Street **Business Address 2:**

Business City: Chicopee **Business State:** MA **Business Zip Code:** 01013

Mailing Address 1: 35 Center Street **Mailing Address 2:**

Mailing City: Chicopee **Mailing State:** MA **Mailing Zip Code:** 01013

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 30 **Percentage Of Control:** 50

Role: Owner **Other Role:** Executive

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 **Other Role:** Executive

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:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:**

Role: Executive **Other Role:**

First Name: Lewis **Last Name:** Goldstein **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:**

Role: Executive **Other Role:**

First Name: Thomas **Last Name:** Davis **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 HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

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

Entity Legal Name: GPM II, LLC **Entity DBA:** **DBA City:**

Entity Description: Parent Company

Foreign Subsidiary Narrative:

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

Entity Address 1: 35 Center Street **Entity Address 2:**

Entity City: Chicopee **Entity State:** MA **Entity Zip Code:** 01013 **Entity Country:** USA

Entity Mailing Address 1: 35 Center Street **Entity Mailing Address 2:**

Entity Mailing City: Chicopee **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01013 **Entity Mailing Country:** USA

Relationship Description: Parent Company

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES DOCUMENTATION - INDIVIDUALS

No documents uploaded

CAPITAL RESOURCES - ENTITIES

No records found

CAPITAL RESOURCES DOCUMENTATION - ENTITY

No documents uploaded

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Entity or Person: Business interest of any listed person with direct or indirect control

Owner First Name: Peter **Owner Last Name:** Gallagher **Owner Suffix:**

Entity Legal Name: INSA LLC **Entity DBA:**

Entity Description: Medical Marijuana Grower/Processor

Entity Phone: 877-500-4672 **Entity Email:** facility-licensing@myinsa.com **Entity Website:**

Entity Address 1: 178 East 11th Ave **Entity Address 2:**

Entity City: Shamokin Dam **Entity State:** PA **Entity Zip Code:** 17876 **Entity Country:** United States

Entity Mailing Address 1: 35 Center Street **Entity Mailing Address 2:**

Entity Mailing City: Chicopee **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01013 **Entity Mailing Country:** United States

Business Interest in Other State 2

Business Interest of an Entity or Person: Business interest of any listed person with direct or indirect control

Owner First Name: Patrick **Owner Last Name:** Gottschlicht **Owner Suffix:**

Entity Legal Name: INSA LLC **Entity DBA:**

Entity Description: Medical Marijuana Grower/Processor

Entity Phone: 877-500-4672 **Entity Email:** facility-licensing@myinsa.com **Entity Website:**

Entity Address 1: 178 East 11th Ave **Entity Address 2:**

Entity City: Shamokin Dam **Entity State:** PA **Entity Zip Code:** 17876 **Entity Country:** United States

Entity Mailing Address 1: 35 Center Street **Entity Mailing Address 2:**

Entity Mailing City: Chicopee **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01013 **Entity Mailing Country:** United States

Business Interest in Other State 3

Business Interest of an Entity or Person: Business interest of any listed person with direct or indirect control

Owner First Name: Peter **Owner Last Name:** Gallagher **Owner Suffix:**

Entity Legal Name: D & D ACCOUNTING SERVICES, LLC **Entity DBA:**

Entity Description: Medical Marijuana Treatment Center

Entity Phone: 877-500-4672 **Entity Email:** facility-licensing@myinsa.com **Entity Website:**

Entity Address 1: 1250 Hobbs Rd **Entity Address 2:**

Entity City: Auburndale **Entity State:** FL **Entity Zip Code:** 33823 **Entity Country:** United States

Entity Mailing Address 1: 35 Center Street **Entity Mailing Address 2:**

Entity Mailing City: Chicopee **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01013 **Entity Mailing Country:** United States

Business Interest in Other State 4

Business Interest of an Entity or Person: Business interest of any listed person with direct or indirect control

Owner First Name: Patrick **Owner Last Name:** Gottschlicht **Owner Suffix:**

Entity Legal Name: D & D ACCOUNTING SERVICES, LLC **Entity DBA:**

Entity Description: Medical Marijuana Treatment Center

Entity Phone: 877-500-4672 **Entity Email:** info@myinsa.com **Entity Website:**

Entity Address 1: 1250 Hobbs Rd **Entity Address 2:**

Entity City: Auburndale **Entity State:** FL **Entity Zip Code:** 33823 **Entity Country:** United States

Entity Mailing Address 1: 35 Center Street **Entity Mailing Address 2:**

Entity Mailing City: Chicopee **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01013 **Entity Mailing Country:** United States

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

PROPERTY DETAILS

Cultivation Address 1: 122 Pleasant Street **Cultivation Address 2:** Suite 144

Cultivation City: Easthampton **Cultivation Zip Code:** 01027

Approximate square footage of the Cultivation: 88000 **How many abutters does this Cultivation property have?:** 5

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

Cultivation Tier: Tier 07: 50,0001 to 60,000 sq. ft **Cultivation Environment:** Indoor

MARIJUANA PRODUCTION PROPERTY DETAILS

Production Address 1: 122 Pleasant Street **Production Address 2:** Suite 144

Production City: Easthampton **Production Zip Code:** 01027

Approximate square footage of the Production: 88000 **How many abutters this production property have?:** 5

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

MARIJUANA DISPENSING PROPERTY DETAILS

Retail Address 1: 20 Stockwell Drive **Retail Address 2:**

Retail City: Avon **Retail Zip code:** 02322

Approximate square footage of the Retail: 5000 **How many abutters this Retail property have?:** 11

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant_RMDA3362.pdf	pdf	620aa3fa879c73091c81ae64	02/14/2022
Certification of Host Community Agreement	Avon_HCA Cert Form.pdf	pdf	6227b03a11f5a30789d99054	03/08/2022
Community Outreach Meeting Documentation	Avon_Community Outreach - Attachement C.pdf	pdf	6227b03d6670b20768e7d7be	03/08/2022
Community Outreach Meeting Documentation	Avon_Community Outreach - Attachement B.pdf	pdf	6227b03f2882b60773c1d560	03/08/2022
Community Outreach Meeting Documentation	Avon_Community Outreach - Attachement A.pdf	pdf	6227b0407641f907553ea473	03/08/2022
Community Outreach Meeting Documentation	Avon_COM Attestation Form.pdf	pdf	6227b042e938dd07a5f51563	03/08/2022
Certification of Host Community Agreement	Easthampton_HCA Cert Form.pdf	pdf	6227b079e938dd07a5f51568	03/08/2022
Community Outreach Meeting	Easthampton_Community Outreach -	pdf	6227b15a43c5a40747318e05	03/08/2022

Documentation	Attachement A.pdf			
Community Outreach Meeting Documentation	Easthampton_Community Outreach - Attachement B.pdf	pdf	6227b343e938dd07a5f51592	03/08/2022
Community Outreach Meeting Documentation	Easthampton_Community Outreach - Attachement C.pdf	pdf	6227b499e449f407967dbb6a	03/08/2022
Community Outreach Meeting Documentation	Easthampton_COM Attestation Form.pdf	pdf	6227b61e0d00f5077626c2fe	03/08/2022
Community Outreach Meeting Documentation	Easthampton COM Statement.pdf	pdf	6262d0b6560e3c00087cba8b	04/22/2022

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 (2022)_RMDA3362.pdf	pdf	624db6e353957f00087778c3	04/06/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:** Executive

First Name: Peter **Last Name:** Gallagher

Individual Background Information 2

Role: Owner / Partner **Other Role:** Executive

First Name: Patrick **Last Name:** Gottschlicht

Individual Background Information 3

Role: Executive / Officer **Other Role:**

First Name: Thomas **Last Name:** Davis

Individual Background Information 4

Role: Executive / Officer **Other Role:**

First Name: Lewis **Last Name:** Goldstein

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	I.N.S.A., Inc. - Articles of Organization.pdf	pdf	61c4919312daf94439383e37	12/23/2021
Department of Revenue - Certificate of Good standing	MA DOR COGS 12.29.21.pdf	pdf	61cde07290ca3b46232e31c8	12/30/2021
Department of Unemployment Assistance - Certificate of Good Standing	MA DUA COGS 12.30.2021.pdf	pdf	61cde07384fb17447c43f440	12/30/2021
Secretary of Commonwealth - Certificate	MA SOC COGS 12.28.21.pdf	pdf	61cde076151a044618ec7c58	12/30/2021

of Good Standing				
Bylaws	INSA - Bylaws (MA profit corporation).pdf	pdf	626319ae4d83ec000a339d94	04/22/2022
Articles of Organization	INSA - Articles of Amendment (name change).pdf	pdf	626319cd4d83ec000a339e3b	04/22/2022
Articles of Organization	INSA - Articles of Conversion (Nonproft to for profit).pdf	pdf	62631a0a560e3c00087d6ddd	04/22/2022
Articles of Organization	Articles of Organization Statement.pdf	pdf	62631c554d83ec000a33a327	04/22/2022

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
Proposed Timeline	Proposed Timeline_RMDA3362.pdf	pdf	61d5f3edd2f0bb446ad28f31	01/05/2022
Plan for Liability Insurance	Plan to Obtain Liability Insurance_RMDA3362.pdf	pdf	61ddb4707c2bdd089a1ed58b	01/11/2022
Business Plan	Business Plan_RMDA3362.pdf	pdf	61ddb8b2ea5b88086e76926d	01/11/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Reduced or Free Cost Program for Financial Hardship	Financial Hardship and Assistance Plan_RMDA3362.pdf	pdf	61d60c8090ca3b46232e498b	01/05/2022
Policies and Procedures for cultivating.	Cultivation Plan_RMDA3362.pdf	pdf	61d60c84151a044618ec9370	01/05/2022
Energy compliance plan	Energy Compliance Plan_RMDA3362.pdf	pdf	61d60c87ab6c7a444890db0f	01/05/2022
Prevention of diversion	Prevention of Diversion_RMDA3362.pdf	pdf	61d60cfa922a104454b6dbf3	01/05/2022
Record Keeping procedures	Recordkeeping Procedures_RMDA3362.pdf	pdf	61d60d3c12daf94439386e46	01/05/2022
Samples of unique identifying marks used for branding	Sample of Unique Identifying Mark_RMDA3362.pdf	pdf	61d60d3d7baa3f462ea4b9f1	01/05/2022
Storage of marijuana	Storage Plan_RMDA3362.pdf	pdf	61d60d40434e1f4432e3ff35	01/05/2022
Transportation of marijuana	Transportation Plan_RMDA3362.pdf	pdf	61d60d60922a104454b6dbf7	01/05/2022
Quality control and testing	Quality Control and Testing Procedures_RMDA3362.pdf	pdf	61fc31ffd3dbc608cffa6bb8	02/03/2022
Personnel policies including background checks	Personnel Policies_RMDA3362.pdf	pdf	620ab17e8d09e508d6118dda	02/14/2022
Description of the types and forms	Types of Products	pdf	620bbd9c8d09e508d611915b	02/15/2022

of products manufactured	Manufactured_RMDA3362.pdf			
Method used to produce products	Methods of Production_RMDA3362.pdf	pdf	620bbe3dea5b88086e7744cf	02/15/2022
Method used to produce products	Safety Plan_RMDA3362.pdf	pdf	6227c8634dd71307b79ce4a4	03/08/2022
Maintaining of financial records	Maintenance of Financial Records_RMDA3362.pdf	pdf	6227caba11f5a30789d991dc	03/08/2022
Qualifications and training	Qualification and Training Plan_RMDA3362.pdf	pdf	6227cbd72882b60773c1d6ea	03/08/2022
Inventory procedures	Inventory Procedures_RMDA3362.pdf	pdf	6227cf4e17ef97077a76854f	03/08/2022
Security plan	Security Plan_RMDA3362.pdf	pdf	6228bf92177b01078937e02a	03/09/2022
Dispensing procedures	Dispensing Procedures_RMDA3362.pdf	pdf	62290bf97641f907553eab64	03/09/2022
Policies and Procedures for cultivating.	Cultivation Plan_RMDA3362.pdf	pdf	62290eb60d00f5077626c9a0	03/09/2022
Diversity plan	Diversity Plan (2022)_RMDA3362.pdf	pdf	627c0e6d4d83ec000a4a18bb	05/11/2022

Do you intend to perform home deliveries?: No

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 501.101(1) have been omitted by the applicant from any Medical Marijuana Treatment Center application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all Persons or Entities Having Direct or Indirect Control over the Medical Marijuana Treatment Center and a list of all persons or entities contributing initial capital to operate the Medical Marijuana Treatment Center including capital that is in the form of land or buildings.: I Agree

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

Notification:

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

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

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

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

CULTIVATION HOURS OF OPERATION

Monday From: 6:00 AM	**Monday To:** 12:00 AM
Tuesday From: 6:00 AM	**Tuesday To:** 12:00 AM
Wednesday From: 6:00 AM	**Wednesday To:** 12:00 AM
Thursday From: 6:00 AM	**Thursday To:** 12:00 AM
Friday From: 6:00 AM	**Friday To:** 12:00 AM
Saturday From: 6:00 AM	**Saturday To:** 12:00 AM
Sunday From: 6:00 AM	**Sunday To:** 12:00 AM

PRODUCTION HOURS OF OPERATION

Monday From: 6:00 AM	**Monday To:** 12:00 AM
Tuesday From: 6:00 AM	**Tuesday To:** 12:00 AM
Wednesday From: 6:00 AM	**Wednesday To:** 12:00 AM
Thursday From: 6:00 AM	**Thursday To:** 12:00 AM
Friday From: 6:00 AM	**Friday To:** 12:00 AM
Saturday From: 6:00 AM	**Saturday To:** 12:00 AM
Sunday From: 6:00 AM	**Sunday To:** 12:00 AM

DISPENSING HOURS OF OPERATION

Monday From: 8:00 AM	**Monday To:** 10:00 PM
Tuesday From: 8:00 AM	**Tuesday To:** 10:00 PM
Wednesday From: 8:00 AM	**Wednesday To:** 10:00 PM
Thursday From: 8:00 AM	**Thursday To:** 10:00 PM
Friday From: 8:00 AM	**Friday To:** 10:00 PM
Saturday From: 8:00 AM	**Saturday To:** 10:00 PM
Sunday From: 8:00 AM	**Sunday To:** 10:00 PM

Plan to Remain Compliant

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5. City of Northampton 4
6. Town of Avon 4

1. Overview

Pursuant to 935 CMR 500.000, 935 CMR 501.000, and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following Plan to Remain Compliant to maintain compliance with all local codes, ordinances, and bylaws.

2. City of Easthampton

The Company currently operates its Easthampton facility under a special permit issued by the City of Easthampton at 122 Pleasant Street, Suite 144. The city has developed a zoning ordinance applicable to medical-use and adult-use cannabis business and the Company has received approval from the city to operate its facility. The Company's facility meets all local codes, ordinances, and bylaws required by the City of Easthampton.

Under its current special permit, the Company is required to provide ongoing information to the City of Easthampton and to comply with the conditions set forth on its special permit. The Company intends to continue compliance through its ongoing reporting requirements to the city and through compliance with the conditions it is subject to.

Pursuant to 935 CMR 500.101(1)(a)(8) the Company has negotiated a Host Community Agreement (HCA) with the City of Easthampton. On April 24, 2018 the Company entered into an HCA with the City of Easthampton lasting a period of five years from the date of execution at which point a new HCA will be negotiated. The Company has adhered to all requirements as required by the HCA.

3. City of Salem

The Company currently operates its Salem facility under a special permit issued by the City of Salem at 462 Highland Avenue. Pursuant to Section 6.10 of the City of Salem's Zoning Ordinance, the Company has received a special permit from the Zoning Board of Appeals (ZBA) on December 3, 2018 to operate a cannabis dispensing facility. The Company's facility meets all local codes, ordinances, and bylaws required by the City of Salem.

Pursuant to 935 CMR 500.101(1)(a)(8) the Company has negotiated an HCA with the City of Salem. The HCA was entered into on January 15, 2019 and became effective on the facility's opening date, November 11, 2019. The HCA is effective for a period of five years at which point

a new HCA will be negotiated. The Company has adhered to all requirements as required by the HCA.

4. City of Springfield

4.1. Medical-Use Site

The Company has been granted zoning approval to operate its medical-use cannabis dispensary located at 506 Cottage Street by the City of Springfield. The Company's facility meets all local codes, ordinances, and bylaws required by the City of Springfield.

Under its current special permit, the Company is required to provide ongoing information to the City of Springfield and to comply with the conditions set forth on its special permit. The Company intends to continue compliance through its ongoing reporting requirements to the City and through compliance with the conditions it is subject to.

Pursuant to 935 CMR 501.101(1)(a)(8) the Company has negotiated an HCA with the City of Springfield. The HCA was entered into on January 6, 2017 and has no set expiration date. The Company has adhered to all requirements as required by the HCA.

4.2. Adult-Use Site

The Company holds an active Marijuana Operating Permit issued by the City of Springfield and has been granted zoning approval to operate its adult-use cannabis dispensary located at 1200 West Columbus Avenue by the City of Springfield. The Company's facility meets all local codes, ordinances, and bylaws required by the City of Springfield.

Pursuant to 935 CMR 500.101(1)(a)(8) the Company has negotiated an HCA with the City of Springfield. The HCA was entered into on September 19, 2019 and is effective for a period of five years at which point a new HCA will be negotiated. The Company has adhered to all requirements as required by the HCA.

5. City of Northampton

The Company's proposed product manufacturing facility located at 29 Industrial Dr. East, Northampton, MA 01060 adheres to all local requirements. No special permit is required by the city to operate the marijuana establishment.

Pursuant to 935 CMR 500.101(1)(a)(8) the Company has negotiated an HCA with the City of Northampton. The HCA was entered into on December 16, 2021 and is effective for a period of five years at which point a new HCA will be negotiated. The Company will adhere to all requirements as required by the HCA.

6. Town of Avon

The Company's proposed product manufacturing facility located at 20 Stockwell Drive, Avon, MA adheres to all local requirements. The Company has applied for a special permit to operate it's proposed facility.

Pursuant to 935 CMR 500.101(1)(a)(8) the Company has negotiated an HCA with the Town of Avon. The HCA was entered into on 12/16/21 and is effective for a period of five years at which point a new HCA will be negotiated. The Company will adhere to all requirements as required by the HCA.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

   I.N.S.A., Inc.

2. Name of applicant's authorized representative:

   Peter Gallagher

3. Signature of applicant's authorized representative:

   Peter Gallagher

4. Name of municipality:

   Avon

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

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

Stu Rose

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

srose@avon-ma.gov

8. Host community agreement execution date:

12/16/2021

insa

July 28, 2021

[redacted]
15 Stockwell Drive
Avon, MA 02322

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting property: 15 Stockwell Drive, Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]
114 West St.
Wilmington, MA 01887

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting property: 15 Stockwell Drive, Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting property: 15 Stockwell Drive, Avon, MA, 5 Stockwell Drive, Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting Property: Grant Drive, Avon, MA, 4 Harrison Blvd, Avon, MA, 55 Stockwell Drive, Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting property: 40 Stockwell Drive, Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting property: 1 Harrison Blvd., Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]
65 East Main St.
Avon, MA 02322

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
Abutting property: 5 Harrison Blvd., Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

[redacted]

RE: **ABUTTER NOTICE OF COMMUNITY OUTREACH MEETING**
60 Stockwell Drive, Avon, MA

Dear Sir or Madam:

As an abutter to 20 Stockwell Drive, Avon, MA 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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

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 501.101(1)(a)(9) as part of its application to the Cannabis Control Commission for a MEDICAL MARIJUANA TREATMENT CENTER (MTC) license, to be located at 20 Stockwell Drive, Avon, MA.

Time of Meeting: August 17, 2021 at 6:00 p.m.

Place of Meeting: Avon Town Hall, Mary McDermott Room, 65 East Main St., Avon, 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 a MEDICAL MARIJUANA TREATMENT CENTER (MTC) license, proposed at 20 Stockwell Drive, Avon, MA. Topics discussed by I.N.S.A. will include: the type of 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, information to demonstrate that the location will not constitute a nuisance as defined by law, and information about the plan to provide reduced cost or free Marijuana to Patients with documented Verified Financial Hardship. 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.

TOWN OF AVON
2021 JUL 29 A 11:18
TOWN CLERK

insa

July 28, 2021

TOWN OF AVON
2021 JUL 29 A 11:09
TOWN CLERK

VIA HAND DELIVERY

Planning Board
Town of Avon
65 East Main St.
Avon, MA 02322

RE: **NOTICE OF COMMUNITY OUTREACH MEETING**

Dear Members of the Planning Board:

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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

TOWN OF AVON
2021 JUL 29 A 11:08
TOWN CLERK

July 28, 2021

VIA HAND DELIVERY

Board of Selectmen
Town of Avon
65 East Main St.
Avon, MA 02322

RE: **NOTICE OF COMMUNITY OUTREACH MEETING**

Dear Selectmen:

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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

insa

July 28, 2021

TOWN OF AVON
2021 JUL 29 A 11:07
TOWN CLERK

VIA HAND DELIVERY

Patricia C. Bessette, Avon Town Clerk
Town of Avon
65 East Main St.
Avon, MA 02322

RE: **NOTICE OF COMMUNITY OUTREACH MEETING**

Dear Selectmen:

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 a Medical Marijuana Treatment Center (MTC) license to be located at 20 Stockwell Drive, Avon, MA. The enclosed notice provides information about the time, location and content of the community meeting which will take place at the Mary McDermott Room, Avon Town Hall, 65 East Main St., Avon, MA on August 17, 2021 at 6:00 p.m.

Please contact me at (413) 788-7259 if you have any questions regarding the above.

Sincerely,

Stephen M. Reilly, Jr., Esq.

ım sifieds

ll 508-588-5000 • Mon-Fri 9am-5pm

STUFF | HOMES | WHEELS

Legals

rdance with the Provisions of Chapter
nclusive of the General Laws of the
guidelines established by the Deputy
ts Management (DCAM), dated June
4, An Act Further Regulating Public
s of 2004, an Act Further Regulating
for the classes of work designated

l dollar amount of this Project. Each
howing that it is eligible to bid on the

later than the times and dates speci-
ed and forthwith read aloud. Any bid

5, 2021

plicable shall be submitted with each

Legals

medical marijuana treatment center
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 501.101(1)(a)(9) as part of its application to the Cannabis Control Commission for a MEDICAL MARIJUANA TREATMENT CENTER (MTC) license, to be located at 20 Stockwell Drive, Avon, MA.

Time of Meeting: August 17, 2021 at 6:00 p.m.

Place of Meeting: Avon Town Hall, Mary McDermott Room, 65 East Main St., Avon, 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 a MEDICAL MARIJUANA TREATMENT CENTER (MTC) license, proposed at 20 Stockwell Drive, Avon, MA. Topics discussed by I.N.S.A. will include: the type of 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, information to demonstrate that the location will not constitute a nuisance as defined by law, and information about the plan to provide reduced cost or free Marijuana to Patients with documented Verified Financial Hardship. 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.

13975322 Enterprise 7/31/2021

955 belmont st.
City of Brockton
Public Hearing

Notice is hereby given that the Brockton City Council will meet on Monday, August 23, 2021 at 7:00PM in the Council Chambers, 2nd floor. City Hall, 45 School St., Brockton to review the following petition

EMPLOYMENT

Miscellaneous for Sale

LARGE TOTE
Full of WWII & Holocaust books. $50/bo.
774-269-4174, lv msg.

Wanted to Buy

CASH FOR RECORD ALBUMS
33LP's & 45's wanted.
Call George 617-633-2682

Costume Jewelry Wanted
Necklaces, Earrings, Bracelets & Rings.
Also Buying Gold & Silver
$$CASH PAID$$
617-681-9811

Concert T-shirts Wanted
Pre-1999 Rock, Bands, Country, etc.
HARLEY DAVIDSON T-SHIRTS
$$CASH PAID$$
617-681-9811

Music & Celebrity Memorabilia Wanted
Posters, Autographs, Props, etc.

$$CASH PAID$$
617-681-9811

Find a

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 8/17/2021

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 7/31/21

    b. Name of publication: The Enterprise

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

    a. Date notice filed: 7/29/21

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

    a. Date notice(s) mailed: 7/28/21

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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

Name of applicant:

I.N.S.A., Inc.

Name of applicant's authorized representative:

Peter Gallagher

Signature of applicant's authorized representative:

Peter Gallagher

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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 I.N.S.A. Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Easthampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 4/24/18 (*insert date*).

x _____
Signature of Authorized Representative of Applicant

Host Community

I, NICOLE LACHAPELLE, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for EASTHAMPTON (*insert name of host community*) to certify that the applicant and EASTHAMPTON (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4/24/18 (*insert date*).

x _____
Signature of Contracting Authority or
Authorized Representative of Host Community

Attachment A

Legals
0900

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 a MARIJUANA CULTIVATOR license, and an ADULT USE STOREFRONT MARIJUANA RETAILER license, to be located at 122 PLEASANT STREET, EASTHAMPTON, MA. Time of Meeting: March 30, 2018 at 5:30 p.m. Place of Meeting: Zing! Table Tennis Center, 122 Pleasant Street, Ste. 111, Easthampton, 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 applications for a Marijuana Cultivator License, and an Adult Use Storefront Marijuana Retailer license, proposed at 122 Pleasant St. Easthampton, MA. Topics discussed by I.N.S.A. will include: the type(s) 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.

3416315 March 19

INSA

Attachment B

March 19, 2018

Barbara LaBombard, MMC/CMMC
City Clerk, Clerk to the City Council, Records Access Officer
City of Easthampton
50 Payson Ave.
Easthampton, MA 01027

Re: Community Outreach Meeting pursuant to 935 CMR 500.101(2)(b)(7)

Dear Ms. LaBombard,

I am sending you this letter and attached notice to inform you of a Community Outreach Meeting to be held by I.N.S.A. Inc. regarding the creation of their proposed adult-use marijuana establishment at 122 Pleasant Street, Easthampton, MA.

If you have any questions, please call me at 413-788-6674.

Sincerely,

Stephen M. Reilly, Jr.
I.N.S.A.

INSA

March 19, 2018

Jesse Belcher-Timme, Chairperson, and
Planning Board Members
City of Easthampton
50 Payson Ave.
Easthampton, MA 01027

Re: Community Outreach Meeting pursuant to 935 CMR 500.101(2)(b)(7)

Dear Mr. Belcher-Timme,

I am sending you this letter and attached notice to inform you of a Community Outreach Meeting to be held by I.N.S.A. Inc. regarding the creation of their proposed adult-use marijuana establishment at 122 Pleasant Street, Easthampton, MA.

If you have any questions, please call me at 413-788-6674.

Sincerely,

Stephen M. Reilly, Jr.
I.N.S.A.

INSA

March 19, 2018

Nicole LaChapelle
Mayor and Contracting Authority
City of Easthampton
50 Payson Ave.
Easthampton, MA 01027

Re: Community Outreach Meeting pursuant to 935 CMR 500.101(2)(b)(7)

Dear ~~Ms.~~ Mayor LaChapelle,

I am sending you this letter and attached notice to inform you of a Community Outreach Meeting to be held by I.N.S.A. Inc. regarding the creation of their proposed adult-use marijuana establishment at 122 Pleasant Street, Easthampton, MA.

If you have any questions, please call me at 413-788-6674.

Sincerely,

Stephen M. Reilly, Jr.
I.N.S.A.

INSA

Attachment C

March 19, 2018

[redacted]

RE: Community Outreach Meeting pursuant to 935 CMR 500.101(2)(b)(7)
Abutting Property-[redacted]

Dear Abutter:

I am sending you this letter and attached notice as an abutter in order to inform you of a Community Outreach Meeting to be held by I.N.S.A., Inc. regarding the creation of their proposed adult-use marijuana establishment at 122 Pleasant Street, Easthampton, MA.

If you have any questions, please call me at 413-788-6674.

Sincerely,

Stephen M. Reilly, Jr.
I.N.S.A.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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 3/30/18 (*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 3/19/18 (*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 3/19/18 (*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 3/19/18 (*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*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Initials of Attester: PTG

Statement Regarding Easthampton Community Outreach Meeting Documentation

I.N.S.A., Inc's (the "Company's") cultivation and production facility located at 122 Pleasant Street, Suite 144, Easthampton, MA 01027 is licensed under MC281268 and MP281426.

Pursuant to 935 CMR 501.101(1), the Company conducted a Community Outreach Meeting (COM) and completed all other required documentation related to the COM within six months of its application for licenses MC281268 and MP281426.

- Notice of COM published in local newspaper: 3/19/2018
- Copy of meeting notice filed with city: 3/19/2018
- Notice of COM mailed to abutters: 3/19/2018
- COM Held: 3/30/2018
- Applications Submitted: 7/2/2018

The Company was issued final licenses for MC281268 and MP281426 on 8/20/18 and has been in operation continuously.

Positive Impact Plan

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1. Statement of Purpose

Pursuant to 935 CMR 500.101(1)(a)9.f., 935 CMR 501.101(1)(a)9.f., and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following plan in order to positively impact individuals and communities that have been disproportionately impacted by cannabis prohibition.

The Company will focus its efforts on disproportionately impacted areas in close proximity to where the Company operates including the following, all of which qualify as areas of disproportionate impact as defined by the Commission:

- Amherst
- Brockton
- Holyoke
- Lynn
- Randolph
- Springfield
- West Springfield

The Commission has identified the following criteria to categorize individuals or communities that have been disproportionately impacted:

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.

The Company will focus its impact on past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission.

The Company will document the progress or success of this plan upon the renewal of its license on an annual basis.

2. Goals

The Company has defined the following goals in order to promote equity among diverse individuals:

- **Goal 1:** To provide job opportunities and reduce barriers of entry to disproportionately affected individuals who are past or present residents of the geographic areas of disproportionate impact by striving to meet or exceed the following target demographics for the Company's operations in Massachusetts:

Table 1. Target Demographics

Demographic Group	**Target**
Disproportionately Impacted Individuals Total:	**20%**
Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission.	*20%*
Commission-designated Economic Empowerment Priority applicants.	*0%*
Commission-designated Social Equity Program participants.	*0%*
Massachusetts residents who have past drug convictions.	*0%*
Massachusetts residents with parents or spouses who have drug convictions.	*0%*

  - Supporting Program: Job Fair Program

- **Goal 2:** To provide financial support to disproportionately impacted individuals and communities through focused charitable giving by making four donations annually of at least $2,000 each to charities that provide support to disproportionately impacted communities.
  - Supporting Program: Charitable Giving Program

3. Programs

The following programs will be used to effectuate the Company's goals.

3.1. Job Fair Program

In order to ensure that candidates from disproportionally impacted areas have the opportunities needed to access jobs at the Company, the Company will host at least two job fairs in areas of disproportionate impact with close proximity to the Company's facilities.

Measurements:

The following measurements will be used to track the success of this program and Goal 1:

1. At least twice per year the Company will host a job fair in an area of disproportionate impact with close proximity to the Company's facilities.
2. The Company will advertise the job fair via its email list, social media, and/or website.

3.2. Charitable Giving Program

The Company seeks to help mitigate the effects of cannabis prohibition by providing resources to individuals and communities disproportionally impacted by cannabis prohibition through charitable giving.

At least four times per year the Company will make a financial contribution to an organization which benefits disproportionately affected individuals in the amount of $2,000 or greater.

The Company has selected the following local organizations to contribute to which work to benefit individuals and communities disproportionately impacted by cannabis prohibition:

- The Forest Park Project
- The Food Bank of Western Massachusetts
- The Food Project
- MaryAnne's Kids
- Camp Fire North Shore
- Blues to Green
- Make-It-Springfield
- Open Pantry Community Services

The Company has included letters of support from these organizations affirming that they will accept charitable donations from the Company and how each organization will directly impact residents of Springfield or Lynn in Appendix A.

Measurements:

The following measurements will be used to track the success of this program and Goal 2:

1. At least four times a year the Company will make a financial contribution to an organization which benefits disproportionately affected individuals and communities in the amount of $2,000 or greater.

4. Acknowledgements

This plan, and any actions taken by the Company, will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments.

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

5. Appendix A

5.1. The Forest Park Project

Forest Park Project is a Springfield, MA based non-profit organization that seeks to provide support for those suffering from opioid addiction. The Forest Park Project takes a multi-faceted approach combating the opioid crisis, focusing primarily on the establishment of a sober house to help those in serious recovery.

Figure 1. The Forest Park Project: Letter of Support

Forest Park Project

35 Center St

Chicopee, MA 01013

July 27, 2020

To Whom it May Concern,

This letter is to verify that Forest Park Project will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

Regards,

Chirstian McCollum
Secretary

5.2. The Food Bank of Western Massachusetts

The Food Bank of Western Massachusetts has been feeding those in need and leading the community to end hunger since 1982. They distribute food to its member agencies in Berkshire, Franklin, Hampden and Hampshire counties. These independent pantries, meal sites and shelters are on the front lines of emergency food assistance in our region, playing a crucial role helping individuals, families, seniors and children. Many of these efforts support individuals and communities in Springfield, MA.

Figure 2. The Food Bank of Western Massachusetts: Letter of Support

The Food Bank
of Western Massachusetts

The Food Bank of Western Massachusetts, Inc.
97 North Hatfield Road
PO Box 160
Hatfield, Massachusetts 01038
Tel (413) 247 - 9738 Fax (413) 247 - 9577

August 1, 2020

I.N.S.A
Daniel Sawyer
122 Pleasant St Ste 144
Easthampton, MA 01027 ·

To whom it may concern.

This letter is to verify that The Food Bank of Western Massachusetts will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

> *The mission of The Food Bank of Western Massachusetts is to feed our neighbors in need and lead the community to end hunger.*

Thank you,

Jillian Morgan
Corporate Relations Officer
The Food Bank of Western Massachusetts
97 N. Hatfield Rd.
Hatfield MA, 01038

Tax Exempt 501(c)(3) 04-2751023
The Food Bank of Western Massachusetts did not provide any goods or services to the contributor in consideration, either in whole or in part, for the contribution. We do not rent, loan or sell our donor list. We value your support and privacy.

5.3. The Food Project

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.

Figure 3. The Food Project: Letter of Support

The Food Project

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.

10 Lewis Street Lincoln, MA 01773 tel 781-259-8621 thefoodproject.org

Greater Boston · North Shore

5.4. MaryAnne's Kids

MaryAnne's Kids is a special fund developed by the Center for Human Development (CHD), a Springfield based organization, established to provide opportunities for children in foster care that would otherwise be unavailable to them, as they are not typically paid for through the State foster care system. By providing these children the means to pursue special interests in music, dance, art, sports, summer camps and extra-curricular education, MaryAnne's Kids hope to offer a positive influence that will remain with them throughout their lives. Many of the benefits of the fund support individuals and communities in Springfield.

Figure 4. MaryAnne's Kids: Letter of Support

CHD MaryAnne's Kids

March 5, 2020

Mark Zatyrka
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

CHD
positively life changing

5.5. Camp Fire North Shore

Camp Fire North Shore is a non-profit organization with programs to encourage personal exploration in youths by incorporating a researched based approach to youth development that ensures participants gain the skills necessary to thrive throughout their lives.

Camp Fire North Shore's mission is to provide safe and inclusive out of school time programming that empowers youth to thrive and become caring and confident leaders. Camp Fire offers several programs throughout the year including, a State Licensed After School Program, Self-Reliance Program, Teens In Action, Club Program and a 9 week Summer Camp for kids ages 5-1.

Through its programs they promote moral, social and interpersonal development for area children and young adults. Camp Fire North Shore is based in Lynn and provides support to individuals and communities in Lynn.

Figure 5. Camp Fire North Shore: Letter of Support

Camp Fire
North Shore

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
Laurie Hamill
Executive Director

5.6. Blues to Green

Blues to Green is a nonprofit organization using music to bring people together, uplift and inspire, and help to build a more equitable and sustainable world. Activities include performances, public talks, multi-media presentations, workshops and instructional programs—striving to promote accessibility to the arts, raise awareness about social and environmental issues, and provide educational and artistic opportunities for underserved youth. They seek to generate support for local partner organizations contributing to sustainable community development and youth empowerment through the arts.

The Springfield Jazz & Roots Festival was developed by the non-profit Blues to Green, led by the efforts of founder Kristin Neville, along with Evan Plotkin, President of NAI Plotkin and Director of Springfield City Mosaic, with the hope that people of many different communities could unite in Springfield, the urban center of Western Massachusetts, to share their love for music and art. It is a free festival event offering music, theater, dance, arts & crafts, educational workshops, and local culinary offerings in the heart of Springfield, MA. The Festival centers around bringing people together and enriching the community through a celebration of jazz and roots music, featuring both rising-stars and legends of American music.

Figure 6. Blues to Green: Letter of Support

BLUES GREEN

Using music to bring people together and to uplift and transform communities and their environments.

BOARD OF DIRECTORS

Kristin Neville, President
Vanessa Cerillo, Secretary
John Sieracki, Treasurer
Evan Plotkin
Yvonne Mendez
Eric Bachrach
Jeffrey Sullivan
Andrea Lee
Vanessa Ford
Lucie Charles
Ray Berry
Stu Hibbert
Rose Milligan

SPRINGFIELD Jazz & Roots
SPRINGFIELDJAZZFEST.COM

A project of Blues to Green a 501c3 nonprofit organization
(EIN #26-4764676).

November 5, 2019

Steve Reilly
INSA
122 Pleasant St., Suite 144
Easthampton, MA 01027

Dear Steve,

Thank you for your generous support of the Springfield Jazz & Roots Festival, a free annual celebration presented by Blues to Green that unites our region's diverse cultural communities through music, arts, education, and revelry. Your contribution of $1,000.00 on 8/2/19 helped make our sixth season a great success, not only onstage, but through outreach programs that send performing artists into schools and community centers to inspire youth.

As we prepare for our seventh season, I would love to hear from you to learn more about why you support the festival and which aspects are most important to you. Please feel free to email me directly or setup a time for a meeting.

I would also appreciate if you can take five minutes to pledge your support for our 2020 season (springfieldjazzfest.com/pledge). It makes all the difference to know that we can count on your continued participation.

As the co-producers of the festival, Evan Plotkin and I thank you for supporting Blues to Green in bringing the joy of music to residents of Springfield and beyond, amplifying the creativity and vision contributing to Springfield's revitalization, and enriching lives through an engagement with the arts.

Sincerely,

Kristin Neville

Kristin Neville
President, Blues to Green
kristin@bluestogreen.org
413-219-8229

Please keep this written acknowledgment as a record of your donation. Your contribution is tax deductible. Mention of your company's name or inclusion of your company's logo (i.e. in event advertising, signage, etc.) in exchange for your contribution to the Springfield Jazz & Roots Festival, is considered of insubstantial market value. The estimated fair market value of a booth space is $250; an ad in the program book is $200 (full page), $100 (half page), and $50 (1/4 page); and a VIP pass is $50. Please consult with your tax advisor regarding your tax deduction eligibility.

Blues to Green Inc/Springfield Jazz & Roots Festival
PO Box 51 Springfield, MA 01101
info@bluestogreen.org 413-219-8229

5.7. Make-It-Springfield

Make-It Springfield is a community incubator and workshop space for everyone to make, create & share their skills and tools. Make-It provides a platform for community members of all backgrounds to learn new skills, build relationships, launch businesses & inspire one another.

Figure 7. Make-It-Springfield: Letter of Support

Make-It Springfield

February 28, 2020

Dear Mark,

Thank you for your contribution to Make-It Springfield, Inc. As a donor, you are helping us grow a community and city where everyone is inspired and empowered to make and create. We are so happy to have you a part of the Make-It Springfield community.

Below is a summary of your donation:

Donor Name: INSA
Organization Name: Make-It Springfield, Inc
Amount: $4,108
Donation Date: February 10, 2020
Payment Method: Cash

Again, thank you for your generosity. We hope you will continue to stay in touch with us via social media and our online newsletter available at our website www.makeitspringfield.org

Warm regards,
The Make-It Springfield team

Make-It Springfield Inc is a registered 501(c)3 non-profit organization #82-4633337. Your donation is tax deductible to the extent allowed by law. No goods or services were provided by Make-It Springfield, Inc. in return for this contribution.

5.8. Open Pantry Community Services

In 1975, Open Pantry Community Services was founded as a private, nonprofit organization in Springfield, Massachusetts.

Their mission statement is "We endeavor to provide meaningful services and processes, with humanity and dignity, which can assist people who are hungry, homeless or disadvantaged to improve the quality of their lives."

Open Pantry receives wonderful support from area faith communities and houses of worship however, the agency does not have or promote any religious mission.

Figure 8. Open Pantry Community Services: Letter of Support

OPEN PANTRY COMMUNITY SERVICES, INC.

Post Office Box 5127, Springfield, Massachusetts 01101-5127 www.openpantry.org

Assisting People Who Are Hungry, Homeless or Disadvantaged

June 18, 2020

Mr. Peter Gallagher
INSA
122 Pleasant Street #144
Easthampton, MA 010277

Dear Friends:

Our heartfelt thanks for your generous donation of $2330 to the 2019 Mayflower Marathon to benefit Open Pantry.

The $146,000 of food and cash donations that the Marathon raised will help us continue serving people who are hungry, homeless, and disadvantaged. Without your compassion, I'm not sure how Open Pantry would provide for the many people in need of food each winter.

As the number of people we serve continues to increase every year, we realize how much we rely on the Mayflower Marathon. Your support allows us to meet the increasing needs of our community and we are deeply grateful.

So again, on behalf of the staff of Open Pantry and the people we serve, our sincerest thanks!

Sincerely,

Terry Maxey
Agency Director

Printed on Recycled Paper

Examiner

Name Approved

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)

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 81/2 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
Hurwit & 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

6884

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

1203751

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 20 13.

Effective date:

2013 AUG -5 PM 2:33

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

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.

D

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

FORM MI

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)

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
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 23 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

C

M

Filing fee: Minimum $250

TO BE FILLED IN BY CORPORATION
Contact Information:

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

130410 3

D
PC

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

Articles of Amendment

(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: _____

**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.*

Signed by: _____,

(signature of authorized individual)

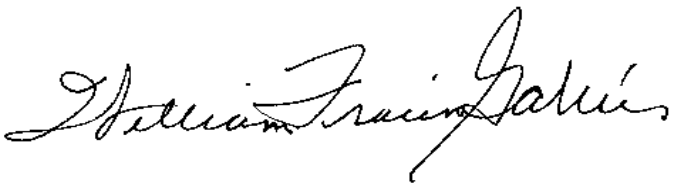
- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

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



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0936473280
Notice Date: December 29, 2021
Case ID: 0-001-390-050

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

INSA INC.
462 HIGHLAND AVE
SALEM MA 01970

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, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR

382034346

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

I.N.S.A., Inc.
Attn: Peter Gallagher
122 Pleasant Street
Suite 144
Easthampton, MA 01027

EAN: 22082905
December 30, 2021

Certificate Id:54521

The Department of Unemployment Assistance certifies that as of 12/30/2021 ,I.N.S.A., Inc. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance

CHARLES F. HURLEY BUILDING • 19 STANIFORD STREET • BOSTON, MA 02114
www.mass.gov/uima

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: December 28, 2021

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.

Secretary of the Commonwealth

Certificate Number: 21120747640

Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx

Processed by: Bod

BYLAWS

OF

I.N.S.A, INC.

Dated January 23, 2017

BYLAWS

OF

I.N.S.A, INC.

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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.

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The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

Articles of Amendment

(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: _____

**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.*

Signed by: _____,

(signature of authorized individual)

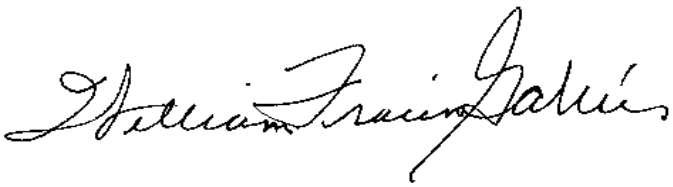
- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

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



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

FORM MI

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)

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
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)

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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 23 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

C

M

Filing fee: Minimum $250

TO BE FILLED IN BY CORPORATION
Contact Information:

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

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Articles of Organization Statement

Please note that I.N.S.A., Inc. was originally named Hampden Care Facility, Inc.

Hampden Care Facility, Inc. was renamed to I.N.S.A., Inc. on 1/25/2018. See the attachment titled "INSA – Articles of Amendment (name change)" for documentation of this change.

Additionally, I.N.S.A., Inc. was converted from a Domestic Non-Profit to a Domestic Business Corporation on 1/25/2018. See the attachment titled "INSA – Articles of Conversion (Nonprofit to for profit)" for documentation of this change.

Plan to Obtain Liability Insurance

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1. Overview

Pursuant to 935 CMR 500.105(10) and 935 CMR 501.105(10) I.N.S.A., Inc. (the "Company"), will obtain liability insurance once licensed.

The liability insurance policy the Company will obtain will include general liability and product liability insurance coverage of no less than $1 million per occurrence and $2 million in aggregate annually. The deductible for each policy will be no higher than $5,000 per occurrence.

Business Plan

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1. Executive Summary

I.N.S.A., Inc (the "Company") is a vertically integrated medical and adult-use cannabis company operating in multiple states with experience cultivating, manufacturing, and dispensing high quality cannabis products.

- The Company is an operating medical and adult-use cannabis company with experience in all aspects of the supply chain.
- The Company serves both the medical and adult-use markets. All medical and adult-use products are virtually separated, and medical and adult-use products are physically separated in the dispensary to protect patient privacy.
- The Company offers a broad selection of products to medical patients and adult-use purchasers. All adult-use edible products are produced and sold in 5 mg units. All products (medical and adult-use) are sold in child-resistant, re-sealable containers and customers are provided with opaque exit packaging.
- The majority of the Company's production capacity is allocated to producing adult-use products in order to meet demand. However, the Company allocates resources to ensure the adequate supply of medical cannabis products for its medical patients.
- The Company is well capitalized and has sufficient financial resources to successfully expand its operations. Additionally, the Company is highly confident in its ability to access debt or/equity financing if necessary.
- The Company's management team has a breadth of experience in healthcare, medical and adult-use cannabis, finance, development, retail, and compliance.

The Company currently operates four cannabis dispensaries in Massachusetts located in Easthampton, Salem, and Springfield. The Company also operates a state-of-the-art indoor cultivation and product manufacturing facility which includes an extraction laboratory and a commercial kitchen in Easthampton.

The Company received its Final Certificate of Registration in July 2017 in Easthampton and began cultivating medical cannabis shortly thereafter. The Company's cultivation facility is licensed as a Tier 7-Indoor facility. As part of its product manufacturing license the Company also constructed an extraction laboratory that uses hydrocarbon solvents to extract cannabinoids from plant material for concentrated products and infused edibles. The extraction laboratory and commercial kitchen commenced operations in January of 2018.

The company opened its first medical cannabis dispensary in Easthampton in January of 2018 and its Springfield dispensary opened in May of 2018. Adult-use sales begin at the Company's Easthampton dispensary in December of 2018. The Company's Salem dispensary opened for adult-use sales in November of 2018.

2. Operations Plan

The Company intends to continue to expand and improve its current infrastructure and systems to develop and dispense medical and adult-use cannabis products.

2.1. Cultivation and Production Operations

All products produced by the Company are made in compliance with the Cannabis Control Commission's (the "Commission") regulations and guidance and following industry best practices. The Company bases its cultivation and production forecasting on total projected demand for both medical and adult-use operations. Adequate patient supply of medical cannabis is ensured following the Company's Patient Supply Plan and managed by the Company's demand planning and forecasting manager who has substantial experience in commercial forecasting and supply chain management.

The Commission's inventory compliance system of record, Metrc's seed-to-sale tracking capabilities along with the Company's own inventory management and point of sale software system, LeafLogix, make it possible to virtually separate both medical and adult-use plants and inventory and to ensure that the Company is able to identify and differentiate between adult-use and medical inventory in all stages of production. A further check to ensure that patient supply is maintained is provided by the Company's inventory manager who coordinates the Company's inventory operations to ensure compliance with the Patient Supply Plan and that a sufficient variety of medical products are available to satisfy patent's needs based on historical and projected demand.

For facilities that the Company operates as collocated marijuana operations (CMOs), medical and adult-use inventories are both physically and virtually separated. The Company's inventory policy for CMOs dictates that its inventory teams are responsible for ensuring that all products that are available to adult-use purchasers will also be available for medical patients.

2.2. Dispensary Experience

The Company provides a state of the art, high end retail experience for its customers while maintaining a secure and compliant environment. The Company will provide a full selection of cannabis products including flower, edibles, concentrates, vaporizers, topicals, and accessories. The Company's retail employees are well versed and trained to answer customer questions about the products the Company offers.

2.3. Products and Services

The Company currently offers a broad selection of medical and adult-use cannabis products to customers. While the Company seeks to offers to both its medical and adult-use customers with the same products, for some specific products (e.g., capsules and edibles) the Company will provide higher dosed medical products to provide patients with an appropriate dose to treat their medical condition. Below is a list of the Company's medical and adult-use products by dose:

Table 1. Company Products by Dose

	Medical-Use Products	**Adult-Use Products**
Flower:		
Dried Flower	12 cultivars pre-packaged in 1.0, 1.75, 3.5, 7.0, 14.0, 28.0 gram units	12 cultivars pre-packaged in 1.0, 1.75, 3.5, 7.0, 14.0, 28.0 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
Edibles:		
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	5 mg unit packaged in 50
Tincture	150 mg 10ml unit	150 mg 10ml unit
Mints	5 mg units packaged in 50	5 mg units packaged in 50
Concentrates:		
Wax	0.5 g units	0.5 g units
Live Sugar	0.5 g units	0.5 g units
Shatter	0.5 g units	0.5 g units
Crumble	0.5 g units	0.5 g units
Disposable Vaporizer	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. Additionally, all customers will be provided with opaque exit packaging.

3. Market Analysis

3.1. Massachusetts Outlook

In 2019, adult-use cannabis sales in Colorado were approximately $1.5 billion[1]. Assuming $7/gram pricing, the implied cannabis demand was approximately 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 2020, there are 222 approved adult-use retailers in Massachusetts compared to 597 licensed retail in Colorado[2].

The Company expects there to continue to be a supply-demand imbalance in Massachusetts.

4. Capitalization

The Company has sufficient financial resources to operate successfully in the adult-use and medical market. The Company is currently profitable. The Company currently has over $1M in cash on deposit at financial institutions. The Company expects to generate significant cash flow with the onset of adult-use sales in Easthampton. If necessary, the Company is highly confident in its ability to raise additional debt and/or equity financing from private and institutional investors.

5. Management & Operating Team

The Company's management team has a breadth of experience in healthcare, medical cannabis, finance, development, retail, and compliance. Additionally, the Company's management team has years of experience operating in the Massachusetts medical and adult-use cannabis markets. Below are the biographies of some of the Company's key staff.

[1] Marijuana Sales Reports. (2020, August 11). Retrieved August 20, 2020, from https://www.colorado.gov/pacific/revenue/colorado-marijuana-sales-reports

[2] MED Licensee Information. (2020, August 06). Retrieved August 20, 2020, from https://www.colorado.gov/pacific/enforcement/med-licensee-information

5.1. Peter Gallagher – Chief Executive Officer

Peter Gallagher is the Chief Executive Officer ("CEO") and co-founder of the Company. Since joining the Company in 2017, Mr. Gallagher has grown the company's financial and accounting operations providing the necessary foundation for success. He has developed the company's Accounting and Finance Department, setting up the proper financial infrastructure and controls, managing payables and receivables, monitoring cash balances, and managing cash flow. Additionally, Mr. Gallagher actively evaluates investment opportunities and is responsible for preparing budgets and forecasts, and providing monthly, quarterly, and annual reports to regulators, investors and banking partners. Mr. Gallagher led the Company's equity financing through which the company raised $10MM in equity capital. From his experience as healthcare investor, he has access to institutional and high net worth capital markets which the Company may access to fund future growth initiatives.

Prior to joining the Company, Mr. Gallagher was a healthcare investor at Ziff Brothers Investments, a multi-billion dollar family office, where he helped to manage the company's healthcare investments. More recently, he was a Managing Director and Partner at Signpost Capital Advisors, a New York based investment fund with several hundred million dollars in assets under management. At Signpost Capital Mr. Gallagher was responsible for managing the healthcare investments for the fund.

Through his experience as a healthcare investor, Mr. Gallagher developed a strong understanding of the financial model for healthcare manufacturing and service businesses including the margin profile, cost structure, working capital requirements, and cash flow profile. Additionally, Mr. Gallagher has been an investor in the medical cannabis industry since 2015. Through his investments he has developed a deep understanding of the regulatory, operational, and financial requirements and challenges in the industry.

Mr. Gallagher is a passionate community member and a community leader of Springfield, MA where he lives. He is a co-founder of the Forest Park Project, a non-profit organization dedicated to multi-faceted approach to opioid abuse and addiction. The Project recently secured a property to be used as transitional housing for those in recovery from opioid abuse.

5.2. Patrick Gottschlicht – Chief Operating Officer

Patrick Gottschlicht is a co-founder and the Chief Operating Officer ("COO") of Insa. Mr. Gottschlicht has developed and currently oversees the cultivation, manufacturing, and dispensing operations at all the Company's sites since its inception in 2017. He is experienced in developing production schedules, scaling and streamlining operations, and managing costs. Additionally, he also has experience recruiting, hiring, developing, and managing employees.

Mr. Gottschlicht has extensive knowledge and experience managing construction projects. He served as the project manager for the Company's Easthampton, Salem, 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.

Mr. Gottschlicht has a successful track record as an operator and an entrepreneur. Mr. Gottschlicht is a co-founder and owner of the Munich Haus Restaurant in Chicopee, MA. Munich Haus is a family-owned German-style restaurant and event space that has been a fixture of Chicopee since 2004. Mr. Gottschlicht has also built a real estate development and management company.

Inspired by the loss of a close friend and the ongoing opioid epidemic, Mr. Gottschlicht co-founded of the Forest Park Project, a non-profit organization dedicated to multi-faceting approach to opioid abuse and addiction. The Project recently secured a property to be used as transitional housing for those in recovery from opioid abuse.

5.3. Thomas Davis – Chief Financial Officer

Thomas Davis is the company's Chief Financial Officer (CFO). A Certified Public Accountant and a Certified Fraud Examiner, Mr. Davis is a highly skilled accounting professional with a record of success in public accounting. At Insa, Mr. Davis has helped to develop the company's Accounting and Finance Department, implementing internal controls to ensure integrity and accuracy. In an industry with many accounting complexities, specifically regarding the tax consequences of IRS Section 280E, Mr. Davis has provided sound support and strategic vision. Mr. Davis has also worked to implement a series of financial close best practices that have significantly reduced period close times and reliance on external auditors.

Previously, Mr. Davis was an Audit Manager at Whittlesey, P.C., one of the largest regional accounting firms in New England. Renowned for their expert council in the areas of accounting, security, information technology, and business structure, Whittlesey emphasizes "forward advising," providing advice to their clients that helps to give them a competitive edge. At Whittlesey, Mr. Davis focused on creating technical and quality control improvements and efficiencies more in line with a larger firm while maintaining a "small firm" mentality to match the firm's market.

Mr. Davis began his career in accounting at CohnReznick LLP, the eleventh largest accounting firm in the nation, where he developed a strong background in generally accepted accounting principles (GAAP), account reconciliations, internal control evaluation, budgetary and forecasting processes, and tax return and financial statement preparation. As an Audit Manager for CohnReznick, Mr. Davis managed multiple audit teams over a range of industries.

Mr. Davis is a proud native of Springfield, MA and a graduate of Boston College. After completing his bachelor's degree in Mathematics and History, he went on to receive his Master of Business Administration in Accounting from the University of Phoenix. Mr. Davis has continued his education, pursuing his interest in technology and computer science, and has received certifications from IBM's online school for courses in Data Science, Big Data, and Python 101. Building on his expertise, Mr Davis has developed data science and analytical software training curriculums and regularly served as an instructor at his past firms.

Mr. Davis serves as a Board Director, Audit Committee President, and frequent volunteer for the Willie Ross School for the Deaf in Longmeadow, MA. Inspired by the heroic first responders of 9/11, Mr. Davis is a certified emergency medical responder and volunteer firefighter in the Town of Somers, CT where he lives.

5.4. Lewis Goldstein – Chief Marketing Officer

Lewis Goldstein is the Chief Marketing Officer of Insa, joining the company in early April, 2020. If anyone had told him he would be moving back to the east coast to work for a cannabis company in the middle of a pandemic, he would have said they were crazy. "But now that my family and I are here we are more than happy. When I first came here, I was blown away by the people, the passion, and the incredible possibilities. I only want to market products that I believe enhance people's lives for the better. Whether it is relief, recovery, relaxation or fun, cannabis is a wonderful product whose use has been stigmatized for too long while the pharmaceutical industry markets products that one could argue can be much more harmful and less effective to the body than cannabis."

A seasoned marketing communications professional in the consumer-packaged goods sector, Mr. Goldstein previously served as Executive Vice President Marketing and R&D at Organic Valley, Vice President of Marketing at Kiss My Face, and held marketing roles at Dr. Pepper Snapple Group with brands such as Snapple and Mott's, as well as at The Boston Beer Company, brewer of Sam Adams beers. Growing up in Quincy, Goldstein is happy to be back where "people speak normally" again. He has a wife, Sarah, and three children: Jack, 27, Izzi, 21 and Coco, 6. Rounding out the family is Charlie, a two-year-old Aussie Doodle and Daryl, a mean black cat.

Financial Hardship and Assistance Plan

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   2.3. Cannabis Certification Offset Program 3

1. Overview

Pursuant to 935 CMR 501.050(1)(h) and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following Financial Hardship and Assistance Plan. As part of this plan, the Company has implemented several programs to provide financial assistance to medical-use patients in order to offset the costs associated with purchasing cannabis for medical-use. These discounts allow patients who have a documented financial hardship to access medical-use cannabis at a discounted rate, to support veterans in the community, and to offset the costs of patient certification and registration with Massachusetts Medical Use of Marijuana Program.

2. Programs

The Company has developed the following programs to facilitate access to medical-use cannabis products to qualifying patients. The discount programs described in this plan allow the company to ensure that patients with financial hardships can receive financial support to purchase medical-use cannabis and are not excluded from legally obtaining cannabis for medical-use due to the costs associated with registration with the Massachusetts Medical Use of Marijuana Program.

Additionally, the Company stands behind its commitment to help support veterans regardless of their financial status—as well as its support of disabled service members who purchase cannabis for medica-use.

2.1. Financial Hardship Program

The Company has established a Financial Hardship Program that provides eligible medical-use patients with a 10% discount on all medical-use products. Medical-use patients with a verified financial hardship are eligible to participate in the Company's Financial Hardship Program. Individuals must meet one or more of the following conditions to qualify:

- Is a recipient of MassHealth.
- Is a recipient of Supplemental Security Income (SSI).
- Income that does not exceed 300% of the federal poverty level, adjusted for family size.

In order to participate in the program, individuals are required to provide documentation of their financial hardship. The Company accepts the following as forms of documentation:

- MassHealth – MassHealth Member Approval Notice.

- Supplemental Security Income – Benefit statement dated within 60 days.
- Income Based Hardship – Previous year's IRS Form 1040.

2.2. Veteran Care Program

To support veterans' access to cannabis for medical-use, the Company offers two tiers of financial assistance to veterans. The Company offers a 10% discount on all medicated products to service members. For veterans who have been determined to be 100% disabled, Insa offers a 40% discount on medicine.

To enroll in the Veteran Care Program for a 10% discount on medical-use products, patients may present either a Veteran ID Card issued by the Department of Veterans affairs or a driver's license with an emblem indicating that they are a veteran.

To enroll in the Veteran Care Program for a 40% discount on medical-use products, patients may present either their Department of Defense Common Access Card with the status "DAVPRM" or their Veteran ID Card with a commissary letter indicating their 100% disabled status.

2.3. Cannabis Certification Offset Program

In addition to offering discounts to patients with documented financial hardships, the Company offers support to all patients to reduce the financial burden of the costs associated with registration with the Massachusetts Medical Use of Marijuana Program. The cost of a doctor's certification is approximately $200 and because of the limited available information about the types of treatments that will be most effective for a given condition, many patients may need to try a variety of products in order to find an effective strategy to address their symptoms.

The Cannabis Certification Offset Program provides a new patient discount worth $200 to any patient who visits a Company dispensary location within 60 days of the issuance or renewal of their registration with the Massachusetts Medical Use of Marijuana Program. The $200 discount is provided to patients as a punch card with four $50 coupons that may each be redeemed by spending $50 on medical-use products.

For patients whose first visit to a Company dispensary location is more than 60 days after the issuance or renewal of their medical registration, the Company will offer a 20% discount on medical-use products. This discount may be applied on their first visit or saved for another visit.

Energy Compliance Plan

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   3.1. Mass Save Energy Audit 5
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1. Overview

Pursuant to 935 CMR 500.105(15), 935 CMR 501.105(15), and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed an Energy Compliance Plan to more accurately measure and reduce its use of electricity and lessen the Company's environmental impact. This plan includes the Company's deliberative process for making energy use and environmental decisions and the Company's objectives for energy use reduction and future programs.

2. Energy Use Reduction

The Company's facility manager, cultivation manager, and operations manager - cultivation, periodically review the facility's power and water usage with members of the Company's Senior Leadership Team in order to identify opportunities to reduce overall resource usage and capital expenditure—including total electric demand and peak load.

2.1. Lighting Schedules

As part of the review of the facility's overall resource usage, the Company performs a comparison of the electric usage information contained in the facility's utility bills to the lights per room/scheduled light cycles for each room to calculate energy use, illumination density, and peak load.

The Company's Cultivation Management Team continuously monitor the facility's peak load demand and periodically revise the lighting schedule to minimize peak demand. The cultivation facility's lighting schedule is included as Table 1.

Table 1. Cultivation Facility Lighting Schedule

Room Name	Time On	Time Off
Bloom 1.1	5:00 AM	5:00 PM
Bloom 1.2	5:15 AM	5:15 PM
Bloom 1.3	5:30 AM	5:30 PM
Bloom 1.4	12:15 AM	12:15 PM

Bloom 1.5	12:00 AM	12:00 PM
Bloom 1.6	12:20 PM	12:20 AM
Bloom 1.7	12:30 PM	12:30 AM
Vegetative 1.1	6:15 AM	12:00 AM
Vegetative 1.2	6:00 AM	12:00 AM
Vegetative 1.3	5:30 AM	11:30 PM
Bloom 2.1	5:15 AM	5:15 PM
Bloom 2.2	5:25 AM	5:25 PM
Bloom 2.3	5:35 AM	5:35 PM
Bloom 2.4	5:45 AM	5:45 PM
Bloom 2.5	5:55 AM	5:55 PM
Bloom 2.6	6:05 AM	6:05 PM
Bloom 2.7	6:15 AM	6:15 PM
Bloom 2.3	6:10 AM	6:10 PM
Vegetative 2.1	5:50 AM	1:50 AM
Vegetative 2.2	6:00 AM	12:00 PM
Bloom 3.1	5:10 AM	5:10 PM
Bloom 3.2	5:20 AM	5:20 PM
Bloom 3.3	5:30 AM	5:30 PM
Bloom 3.4	5:40 AM	5:40 PM
Bloom 3.5	5:50 AM	5:50 PM
Bloom 3.6	6:00 AM	6:00 PM
Bloom 3.7	6:10 AM	6:10 PM
Bloom 3.8	6:20 AM	12:20 PM
Vegetative 3.1	6:25 AM	12:25 PM
Vegetative 3.2	6:35 AM	12:35 PM

3. Energy Use Reduction Opportunities

As part of the Company's periodic review of facility resource usage, the facility manager, cultivation manager, and operations manager – cultivation will identify energy reduction opportunities throughout the facility and consider strategies for their implementation. The highest priority areas of opportunity for energy use reduction along with the progress or strategies for their implementation are included on the following page as Table 2.

Table 2. Energy Use Reduction Opportunities

Energy Use Reduction Strategy	Implementation
High Efficiency LED Horticultural Lighting	Having determined that High Efficiency LED Lighting would be effective for its facility by testing its implementation on the Phase 3 cultivation facility expansion, the Company has worked with Flu\ence Bioengineering to source LED fixtures which have replaced the older and less efficient lighting that had previously been in use on phases 1 and 2 of the Cultivation Facility.
Peak Load Assessment and Lighting Schedule	The Company's Cultivation Management Team continuously monitor the facility's peak load demand and periodically revise the lighting schedule to minimize peak demand.
Electric or Hybrid Electric Transport Vehicles	The Company's fleet of vehicles is in good repair and not currently in need of replacement. The decision to use Electric or Hybrid Electric vehicles will be re-evaluated when making purchasing decisions about new vehicles.

Natural Lighting in Retail Facilities	The Company's Springfield and Easthampton retail facilities were determined to have the potential to reduce energy use by relying on the skylight in Springfield, and the large south-facing (but covered/frosted) windows in Easthampton. It was determined that this would detract from customer experience. We regularly evaluate this decision to ensure it is the most energy efficient strategy. The Company's retail facility at 1200 West Columbus Ave in Springfield has been designed to take advantage of the ample natural light provided by the facility's large second story windows, which overlook the main dispensary sales floor.

3.1. Mass Save Energy Audit

In addition to its own periodic review of overall facility resource usage, the Company commissions routine energy audits conducted by Mass Save to assist in identifying opportunities for efficiency or upgrades that will reduce total facility energy usage.

4. Renewable Energy

The Company's Easthampton facility is located in a renovated mill building surrounded by other buildings and residences. This makes on site generation and storage of renewables challenging. The Company has explored the possibility of installing solar panels on the facility's roof and found that the roof does not have an appropriate load limit to support such a system.

Recordkeeping Procedures

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1. Overview

Pursuant to 935 CMR 500.105(1), 935 CMR 500.105(8), 935 CMR 500.105(9), 935 CMR 501.105(1), 935 CMR 501.105(8), 935 CMR 501.105(9), and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following Recordkeeping Plan. The Company will maintain physical and electronic records documenting all aspects of its 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 cannabis products.
- Transfer and inventory records.
- Salary and wages paid to each employee.
- Stipends paid to board members.
- Any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company.

To ensure the security of the Company's data and records, all Company computers will run the latest Windows operating system along with definition-based anti-virus and anti-spyware software. All Company computers will access the internet via a secure local area network (LAN) connection and will be equipped with an enterprise level firewall. Remote connections to the Company's network will be available only over a triple data encryption virtual private network (VPN). Any written or physical records will be stored in a locked file cabinet in the Company's Limited Access Area.

The Company's financial records of a shall be maintained in accordance with generally accepted accounting principles and IRS guidelines. Following closure of the Company, all records will be kept for at least seven years at the expense of the Company and in a form and location acceptable to the Commission.

1.1. Master Records Retention Schedule

The Company maintains a Master Records Retention Schedule that dictates the retention period for its business records. The Company maintain records in the following categories:

- Accounting Systems
- Corporate Records

- Human Resources
- Fixed Assets
- Insurance
- Legal
- Payroll
- Security
- Tax
- Cultivation
- Product Manufacturing
- Maintenance
- Security
- Inventory and Transaction
- Information Technology
- Compliance

2. Personnel Recordkeeping

Detailed employee personnel records will be maintained which will include job descriptions, organizational charts, agent registration documentation, documentation of verification of references, resumes and job applications, background check results, periodic performance evaluations, promotions, compensation, disciplinary records, notice of completed responsible vendor and eight-hour related duty training, warnings and any training or career development records. The Company will also maintain a Staffing Plan that is updated on at least annually. Records will be maintained in a form that may be inspected by the Commission and its authorized agents for at least seven year after termination of an employee.

The Company will notify the Commission within one business day after a marijuana establishment agent is terminated. Additionally, the Company will notify the Commission within five business days after becoming aware that a marijuana establishment agent registration card has been lost, stolen, or destroyed. Further, the Company will notify the Commission within five business days after a change in the registration information contained in the application for a marijuana establishment agent.

2.1. Visitor Recordkeeping

A visitor log will be maintained at each of the Company's facilities. Photocopies of visitors' government issued IDs will be retained with the visitor log. The Company will maintain the

visitor log and ID photocopies for a period of at least seven 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 time of arrival, the time of departure, and the purpose of the visit.

3. Inventory and Transaction Recordkeeping

The Company uses LeafLogix, a point of sale (POS) and electronic inventory records system. The Company is committed to using the best available secure technology to support its business operations and provide visibility into areas of regulatory compliance. LeafLogix serves as the foundation of the Company's record keeping system for inventory POS transactions. LeafLogix integrates sales, inventory control, and cultivation process management records. The system tracks cannabis and cannabis products from seed-to-sale. The inventory tracking system is capable of providing real-time inventories of adult-use and medical-use cannabis. The Company performs 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.
- The names, signatures and titles or positions of the individuals who conducted the inventory review or audit.

The Company will maintain records of product recalls including the following:

- The total amount of recalled cannabis products including types, forms, harvest batches, harvest lots, and process lots by date and time.
- The amount of recalled cannabis products returned including types, forms, harvest batches, harvest lots, and process lots by date and time.
- The total amount of recalled cannabis products returned including types, forms, harvest batches, harvest lots, and process lots.
- The names of employees administering the recall.
- The means of transport of the recalled medical cannabis.
- 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 cannabis including the name of the employee or individual overseeing the disposal of the recalled cannabis, 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.
- Any additional information requested by the Commission.

The Company will maintain inventory records, and inventory audit records for a period of a least seven years.

3.1. Waste Disposal Recordkeeping

The Company will record all cannabis waste processing activities in the Waste Management Log which will include the video surveillance footage 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 cannabis waste.
- The weight (in grams) of the coco/solid waste to be incorporated with the ground cannabis waste.
- The weight of ground, unusable, unrecognizable waste material.
- The names of the employees responsible for waste processing.
- The employee ID numbers for the employees responsible for waste processing.
- The signatures of the employees responsible for waste processing.
- The name of the dispensary supplying waste, if applicable.

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

3.2. Transportation Recordkeeping

The Company will generate an electronic transportation manifest in Metrc that accompanies vehicles during the transportation of cannabis. The transport manifest will contain, at a minimum, the following information:

- The Company's corporate name, the address of the cultivation/production facility, and the Company's license number.

- The name, address, and permit number of the dispensary, grower/processor, or approved independent laboratory of origin.
- The name, address, and permit number of the dispensary, grower/processor, or approved independent laboratory receiving the delivery.
- The name and signature of the representative at the receiving facility along with the date and anticipated time of receipt.
- The quantity by, weight or unit, of each 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.
- Transportation route.
- 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 cannabis for transport.
- Signatures of the employees transporting the cannabis.

The Company will retain transport manifests for at least seven years unless directed differently by the Commission.

Additionally, transport vehicle logs describing any emergency stops during the transportation of cannabis products will be maintained describing the reason for any stops, the duration and location, and any activities of personnel exiting the vehicle. Vehicle logs will be maintained by the director of security for a period of at least seven years unless directed otherwise.

3.3. Patient Supply Recordkeeping

The Company's acquisition and distribution of medical-use cannabis complies with the requirements in 935 CMR 501.105(8)(j). All transfers of inventory will be recorded in LeafLogix and Metrc. The Company's demand planning and forecasting manager will periodically evaluate sales data and available inventory to ensure that the Company's medical-use inventory is sufficient to meet projected needs.

4. Production and Cultivation Recordkeeping

The Company has developed the following policies and procedures to maintain records in its production and cultivation departments.

4.1. Production Recordkeeping

The cannabis extraction and refinement process will be tracked in LeafLogix and documented in the Extraction and Processing Log throughout the production process. At each step of the production process, the cannabis extract will be weighed and recorded in the Extraction and Processing Log and LeafLogix. 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 and Processing Log will be maintained for at least seven years.

4.2. Cultivation Recordkeeping

As part of the cultivation process, the Company 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 need.
- 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.

- The employee number of the cultivation technician that mixed and applied the nutrients.

Additionally, the Cultivation Department 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
- Water oxidation reduction potential (ORP).
- Periodic Environmental Media testing compliant with the Commission's Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries.

The Company 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's name and identification number that applied the pesticides.
- The employee's 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 seven years. Additionally, the Company will

maintain copies of all the pesticide labels and Safety Data Sheets (SDS) for the pesticides used at the facility.

4.3. Laboratory Testing Recordkeeping

All cannabis materials and products will be sent to an independent, licensed laboratory for testing. The laboratory testing records will be entered into Metrc and LeafLogix prior to products being made available for sale. Additionally, laboratory test reports will be organized by batch number and maintained electronically. The laboratory tests results will be stored electronically for at least seven years.

4.4. Equipment Maintenance Recordkeeping

The Company has developed the following protocols to maintain the sanitation and maintenance of equipment that comes in contact with cannabis in order to prevent contamination and malfunction. Prior to use (or at least weekly), the Company will calibrate, check, and inspect automatic, mechanical, or electronic equipment or scales, balances, or other measurement devices used in the operations. The Company 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's name and ID performing the cleaning or recalibration.
- The make, model, and serial number of the piece of equipment.
- The action performed.

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

5. Security and Surveillance System Recordkeeping

The Company will retain surveillance footage for at least 90 days. Records shall be retained as long as necessary if the Company is aware of a pending criminal, civil or administrative investigation, or legal proceeding for which the recording may contain relevant information.

The recordings will be in a format that may be easily accessed for investigative purposes. The recordings will be maintained in each facility's Security Office, a locked room in a Limited Access Area.

All security and surveillance rooms (including Security Offices) at the facility shall be locked at all times and may not be used for any other purpose or function. the Company 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 upon request. Any incident reports and supporting documentation will be maintained for at least seven year or the duration of the investigation whichever is greater.

5.1. Software System Maintenance Recordkeeping

The Company developed protocols to maintain proper functioning and security of its digital systems. the Company 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.

6. Written Operating Procedures

The Company maintains detailed written operating procedures. These plans are reviewed regularly by the Company's Compliance Department and other applicable managers to ensure accuracy and regulatory compliance. These written operating procedures are indexed electronically on a networked storage drive. These written operating procedures include but are not limited to plans for the following:

- Security Measures pursuant to 935 CMR 501.110
- Employee security policies
- Hours of operation for all Company facilities including afterhours contact information pursuant to 935 CMR 501.104(2).
- Storage and waste disposal of cannabis.
- A description of the various strains of cannabis to be cultivated and dispensed and the forms in which cannabis will be dispensed.
- Price lists for cannabis products in the Company's inventory and alternate price lists for patients with documented Verified Financial Hardship.
- Recordkeeping procedures for inventory, transfer, and integration of the Company's seed to sale tracking software (LeafLogix) and the Commission's system of record (Metrc).
- Plans for quality control and product testing for contaminants.

- A staffing plan and staffing records.
- Emergency procedures including a disaster plan with procedures to be followed in case of fire or other emergencies.
- Alcohol, smoke, and drug free workplace policies.
- A plan for handling and maintaining confidential information.
- Policies that provide for the immediate dismissal of any MTC agent that has: diverted cannabis (including notification of the Commission within the 24 hours following the incident, and law enforcement authorities); engaged in unsafe practices with regard to the operation of the MTC which include notification of the Commission; or been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any Other Jurisdiction.
- A list of all board of directors, members and Executives of the Company which will be provided to any party upon request.
- Policies and procedures for cash handling and transportation.
- Standards for determining the price of cannabis and procedures for providing cannabis to Registered Qualifying Patients with Verified Financial Hardship at less than the market price.
- Policies and procedures for energy efficiency and conservation.
- Policies and procedures for workplace safety consistent with those standards set by the Occupational Safety and Health Administration including plans to address biological, chemical, or physical hazards with a hazard communication plan, personal protective equipment assessment, a fire protection plan and an emergency action plan.
- A description of the Company's patient education activities.

Quality Control and Testing Procedures

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1. Overview

Pursuant to 935 CMR 500.105(3), 935 CMR 500.160, 935 CMR 501.105(3), 935 CMR 501.160, and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following Quality Control and Testing Procedures. No cannabis products shall be sold or otherwise marketed that have not first passed testing by an independent testing laboratory. Additionally, all testing and sampling procedures described in this plan will conform to the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.

1.1. Sanitary Practices

The Company will follow best practices related to sanitation including the following:

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
    - Maintaining adequate personal cleanliness; and
    - Washing hands appropriately pursuant to 935 CMR 500.105(3)
- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands pursuant to 935 CMR 500.105(3)
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair pursuant to 935 CMR 500.105(3)
- Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination pursuant to 935 CMR 500.105(3).
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana pursuant to 935 CMR 500.105(3)
- Water supply shall be sufficient for necessary operations pursuant to 935 CMR 500.105(3)
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment pursuant to 935 CMR 500.105(3)

- The Company will provide employees with adequate, readily accessible toilet facilities pursuant to 935 CMR 500.105(3)
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination pursuant to 935 CMR 500.105(3)

1.1.1. Safe Handling of Cannabis Materials

The Company will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)

1.2. Independent Testing Laboratory

All tests will be conducted by an independent laboratory licensed by the Commission. Testing of environmental media (e.g. soils, solid growing media, and water) will be performed following the guidelines of the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries. All products will be tested in accordance with all applicable state regulations and testing shall be conducted in accordance with the frequency required by the Commission. All transportation of cannabis to and from laboratories for the purpose of testing services will comply with all applicable state regulations. The Company will ensure that the storage of cannabis at a laboratory providing cannabis testing services will adhere to the following:

- 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 will 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 Commission (935 CMR 500.110) as well as the Company's policies and procedures.

The Company will maintain the results of all test results for a period of at least one year. Clones are subject to testing requirements but are exempt from testing for metals.

2. Sampling Procedures

In order prepare uncontaminated, representative samples of cannabis materials and products, the Company has developed the following sampling procedures in compliance with all Commission regulations and according to best industry practices including standards regarding testing developed by ASTM International.

2.1. Pre-Sampling Preparation

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

- Sample collection plan for each product type.
- Logbook or sample collection forms.
- 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.
- 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 during the sampling process. At a minimum, the labels will include the batch and sample IDs, the date/time of collection, and the employee performing the sample collection.

2.2. General 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:

- Employee 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 from another inert material) and placed in an appropriate sample container made of suitable materials. Employees collecting the samples will not touch the samples with their hands or allow the sample to touch anything that would cause cross contamination.
- 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.

All samples will be tracked in Metrc and will be manifested for transport to ensure chain of custody is maintained throughout the sampling process.

All excess cannabis must be returned to the Company and be disposed of pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(12) following the Company's waste disposal policies and procedures.

2.3. Sample Homogeneity

The Company has established the following sample homogeneity protocols for each type of cannabis material or product requiring testing.

2.3.1. Finished Plant Material

In order to ensure that a homogenous sample is collected from each production batch, employees will follow the finished plant material homogeneity protocols:

- Samples will be collected after drying of the inflorescences and representative of the entire production batch in terms of maturity and composition.

Minimum Representative Sample

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:

- Three samples from production batches less than equal to 1 kg
- Five samples from production batches greater than or equal to 1 kg and less than 5 kg
- Ten samples from production batches greater than or equal to 5 kg

2.3.2. Cannabis Oil Concentrates

A homogenous sample will be collected from each production batch. Employees will 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 (as determined by the independent testing laboratory) will be collected from each production batch.
- The sample will be collected using clean, stainless steel tools (or tools made from another inert material) and placed in an appropriate sample container made of suitable materials.
- The sample will be submitted to an independent testing laboratory.
- If the sample cannot be adequately mixed, then sampling will be done in accordance with the sample for resins.

Minimum Representative Sample

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:

- Three samples from production batches less than equal to 1 kg
- Five samples from production batches greater than or equal to 1 kg and less than 5 kg
- Ten samples from production batches greater than or equal to 5 kg

2.3.3. Resins

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 four 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.

Minimum Representative Sample

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

- Three samples from production batches less than equal to 1 kg
- Five samples from production batches greater than or equal to 1 kg and less than 5 kg
- Ten samples from production batches greater than or equal to 5 kg

2.3.4. Marijuana Infused Products

Marijuana infused products (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 sample will be collected using clean, stainless steel tools (or tools made from another inert material) and placed in an appropriate sample container made of suitable materials.

Minimum Representative Sample

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

- Three samples from production batches less than equal to 1 kg
- Five samples from production batches greater than or equal to 1 kg and less than 5 kg
- Ten samples from production batches greater than or equal to 5 kg

2.4. Quality Control

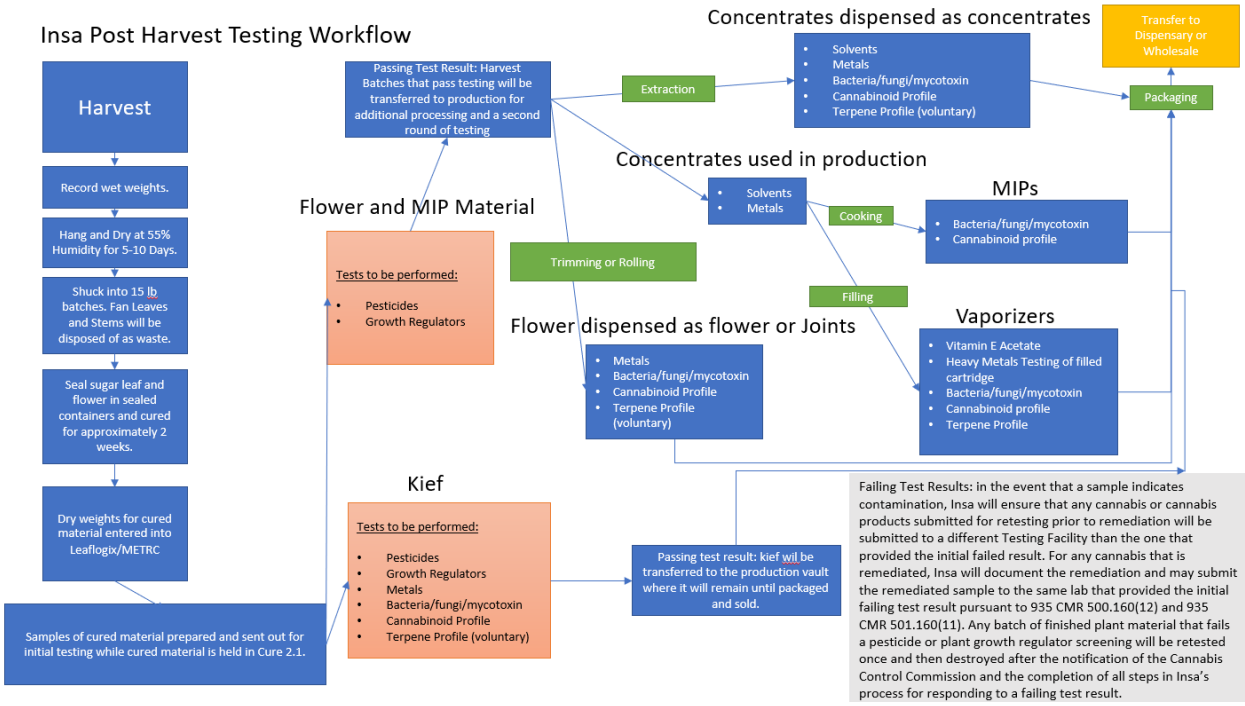
For every 20 samples collected, one duplicate sample will be collected for quality control purposes. The control sample will be collected on the same day as the active sample and derived from the same product batch. The control sample will not be identified to the independent laboratory but will be used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

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

3. Testing Results

Testing results are divided into several categories. Each category must be passed to allow movement of the product 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. An overview of the Company's testing and processing workflow is included as Figure 1 below.

Figure 1. Testing Workflow



3.1. Pesticides and Plant Growth Regulators

A harvest batch of finished plant material may be dispensed to purchasers or used to make other cannabis products if no individual pesticide or plant growth regulator is detected above 10 ppb.

The minimum list of pesticides to be tested are as follows:

Table 2. Minimum Analysis Requirements for Residues of Pesticides and Plant Growth Regulators

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 = Massspectrometry; NPD = Nitrogen phosphorous detector; LC = Liquid chromatography

3.2. Metals

Finished cannabis products must be tested for four metals. A production batch of finished cannabis products (e.g., finished plant material, cannabis resin, or cannabis concentrate) may only be dispensed to purchasers if all four of the metals are below the upper limits for the respective product and intended use. Production batches of concentrate must also pass this screening before they may be used to manufacture other cannabis products.

Table 1. Analysis Requirements and Recommended Limits for Metals in Finished Cannabis Products

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

3.3. Residual Solvents

Residual solvent testing is required only for cannabis resins and concentrates when solvents have been used in the production process. A production batch of cannabis oil may be dispensed as a finished cannabis product or used to make another cannabis product only if laboratory analysis verifies that all solvents used at any stage of cannabis oil production are below the limits described below and 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 the following limits:

Table 4. Concentration Limits for Residual Levels of Propane

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.

Table 5. Concentration Limits for Residual Solvents

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

3.4. Microbiological Contaminants and 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 as follows:

Table 2. Analysis Requirements for Microbiological Contaminants and Mycotoxins

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)	Biletolerant Gramnegative Bacteria (CFU/g)	E. Coli (pathogenic strains) and Salmonella spp.	Mycotoxins (3)
Unprocessed Materials (2)	10^5	10^4	10^3	10^3	Not detected in 1 gram	<20 µg of any mycotoxin/kg of material
Processed Materials (2)	10^5	10^4	10^3	10^3		
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 alfatoxin B1, alfatoxin B2, alfatoxin G1, alfatoxin G2, and Ochratoxin A.

4. Laboratory Testing Requirements and Workflow

Various products must meet specific testing requirements to allow movement for production/sale. This section outlines the Company's post-harvest workflow as it relates to batching and testing cannabis material as it moves through the facility's production processes.

Before any analytical testing is conducted, plants will be harvested, and cultivation team members will record the wet weight of the harvest and will then hang and dry harvested material in a Cure Room at 55% humidity for 5–10 days. Once this preliminary drying is complete, the plants will be shucked into batches with the fan leaves and stems disposed of according to the facility's waste process.

The next step in the post-harvest workflow is to machine trim the cured and shucked material and store in it sealed bags. Once this process is complete, the dry weights of the cured material will be recorded in the Company's inventory tracking software, LeafLogix, which transmits all information required for regulatory compliance to the Commission's seed to sale tracking software, Metrc.

Once material has gone through post-harvest processing, it will be held in the Cultivation Secure Storage Vault until it can be appropriately tested for plant growth regulators and pesticides.

Material that has not passed all testing required for compliant retail sale will not be packaged until test results indicating its safety have been received. The following are descriptions of the testing performed on products at the various stages of production.

A diagram describing the required testing for each product type is included at the end of this section as Figure 2.

4.1. Harvest Batches of Flower

Before any harvest batch of flower is permitted to be transferred out of the Company's cultivation facility, it will be subject to the required tests for pesticides and plant growth regulators. The Company allocates its harvested materials to processing based on their cannabinoid profile. The Company requires that harvest batches of flower pass a full panel of lab tests after it is machine trimmed and sorted. Batches of harvested material that do not meet the Company's aesthetic standards, sugar leaf, and any material that is low in tetrahydrocannabinol (THC) will be designated as MIP material and screened for pesticides and cannabinoid content prior to being subject to additional processing and extraction.

After receiving passing test results, harvested material will be transferred to the Company's production facility where it will be processed into packaged flower, pre rolled joints and kief extracted and processed into concentrates and infused products. Once the material intended for processing into packaged flower, kief or pre rolled joints has been processed it will be subject to the remaining required analytical testing and held in the production facility's Secure Storage Vault until passing test results are received and the products can be packaged.

4.2. Cured Cannabis Flower

Any flower that meets the Company's standards for potency and aesthetics will be trimmed by Trim Department staff. Once this trimming process is complete, the material will be subject to the full panel of required analytical testing including testing for pesticides and growth regulators, metals, bacteria/fungi/mycotoxin, a cannabinoid profile (to account for any possible loss of potency during processing), and a terpene profile. While terpene profiles are not required by the Commission, this information is valuable to purchasers and patients seeking detailed information on the Company's products. Upon receiving passing test results the flower will be packaged appropriately for retail sale and held until it can be transferred to one of the Company's retail facilities or wholesaled to another appropriately licensed cannabis business.

4.3. Pre-Rolled Cannabis Joints

Materials that meet the Company's standards for potency, but not its standards for aesthetics will be ground and used to manufacture pre-rolled joints. Once the material has been determined to be appropriate for use manufacturing pre-rolled joints, it will ground and rolled by Trim Department staff and then a sample will be tested for pesticides and growth regulators, metals, bacteria/fungi/mycotoxin, a cannabinoid profile (to account for any possible loss of potency during processing), and a terpene profile. Upon receiving a passing test result, the pre-rolled joints will be packaged for eventual retail sale.

4.4. Kief

Some of the material generated by processing flower and pre-roll joints is collected as kief, which is a solventless extract that is generally high in THC. This material will be subject to all required state tests including testing for metals, bacteria/fungi/mycotoxin, and cannabinoid profile as well as voluntary terpene testing before it is transferred to the production facility and packaged for eventual retail sale.

4.5. Low THC Harvest Batches and designated MIP Material

Material that tests low in THC or which is designated as MIP material when harvested will be tested for pesticides and plant growth regulators and, upon receiving a passing test result, transferred to the Company's product manufacturing facility where it will be used to produce concentrates.

4.6. Concentrates Dispensed as Concentrate

Once manufactured, concentrates including distillate, shatter, batter, wax, crumble, sugar, and live sugar will be tested for solvents (if any solvents were used to produce them), metals, and cannabinoid profile. If the tests for solvents and metals do not indicate the presence of any contaminants, concentrates will be allocated for sale as a finished product or for use producing MIPs and vaporizers.

Material that will be packaged and sold as concentrate will be subject to the rest of the analytical tests that are required to dispense it as concentrate including testing for bacteria/fungi/mycotoxin, and a terpene profile. The material will then be packaged.

4.7. Disposable Vaporizers

Distillate material that tests high in THC during the initial postproduction concentrate testing will be used to produce disposable vaporizer cartridges and pens. Once the devices have been filled and closed, the Company will ensure that the filled cartridge or pen is tested for heavy metals (testing the filled cartridge rather than only the distillate as required by the Commission's Amended Administrative Order on Vaporizers), microbiological contaminants, Vitamin E acetate, and terpene profile.

All testing required to be performed on finished vaporizers will be carried out by submitting a filled vaporizer cartridge to an independent testing lab.

Under no circumstances does the Company use Vitamin E acetate to manufacture vaporizers.

4.8. MIP Testing

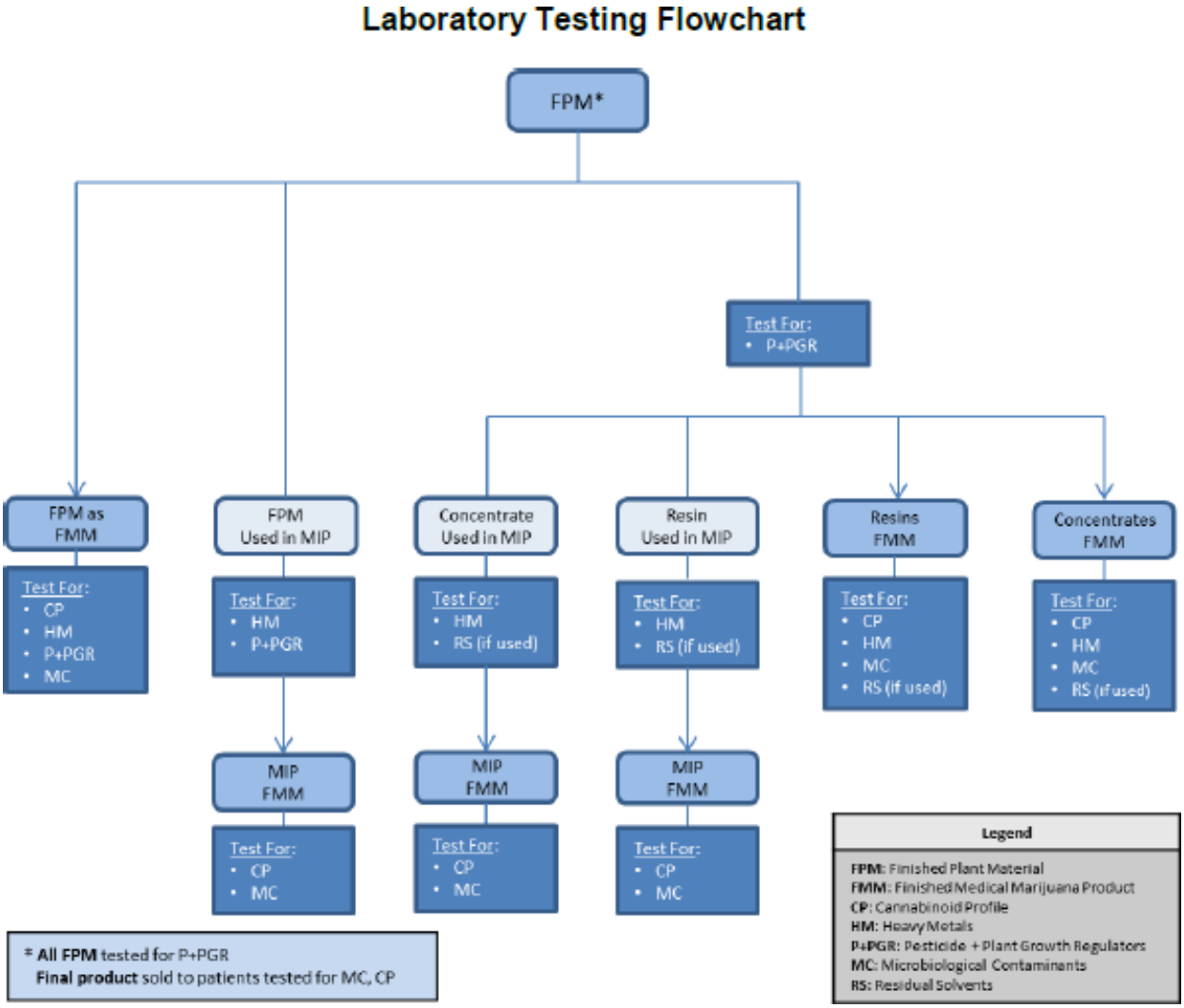
Production batches of concentrate that are designated for MIP production will be transferred from the Laboratory Department to the Kitchen Department after receiving the passing test results described above. Finished MIPs will then be subjected to testing for bacteria/fungi/mycotoxin and cannabinoid testing.

Production batches will be discarded and not dispensed to purchasers if any biological contaminant limit is exceeded.

4.9. Quality Control

After passing their required analytical testing, all products will be transferred to the Company's product manufacturing facility to be packaged. A final visual inspection to ensure quality will occur as part of the packaging process with a quality control sign off on both the quantity of product packaged, and quality of the finished products.

Figure 2. Laboratory Testing Flowchart



5. Responding to Laboratory Results

If any analysis fails to meet all applicable data quality objectives (DQOs), then the finished cannabis product will not 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 purchasers 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 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 cannabis products (e.g., resins, concentrates).
- While the finished plant material or finished 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 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 purchasers 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 purchasers:

- The concentrate/resin may be re-processed and re-tested. If upon retest the concentrate/resin meets the residual solvent standard, the ultimate finished cannabis products may be dispensed to customers 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.

Company Leadership, the Compliance Department, and applicable department managers 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. Notification of the contamination will be provided to the commission as soon as practical within the 72 hours following the discovery of contamination that can not be remediated.

Procedures for investigating and mitigating contamination will include at a minimum the following.

5.1. Pesticides and Plant Growth Regulators

- 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.

5.2. Residual Solvents

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

5.3. Heavy Metals

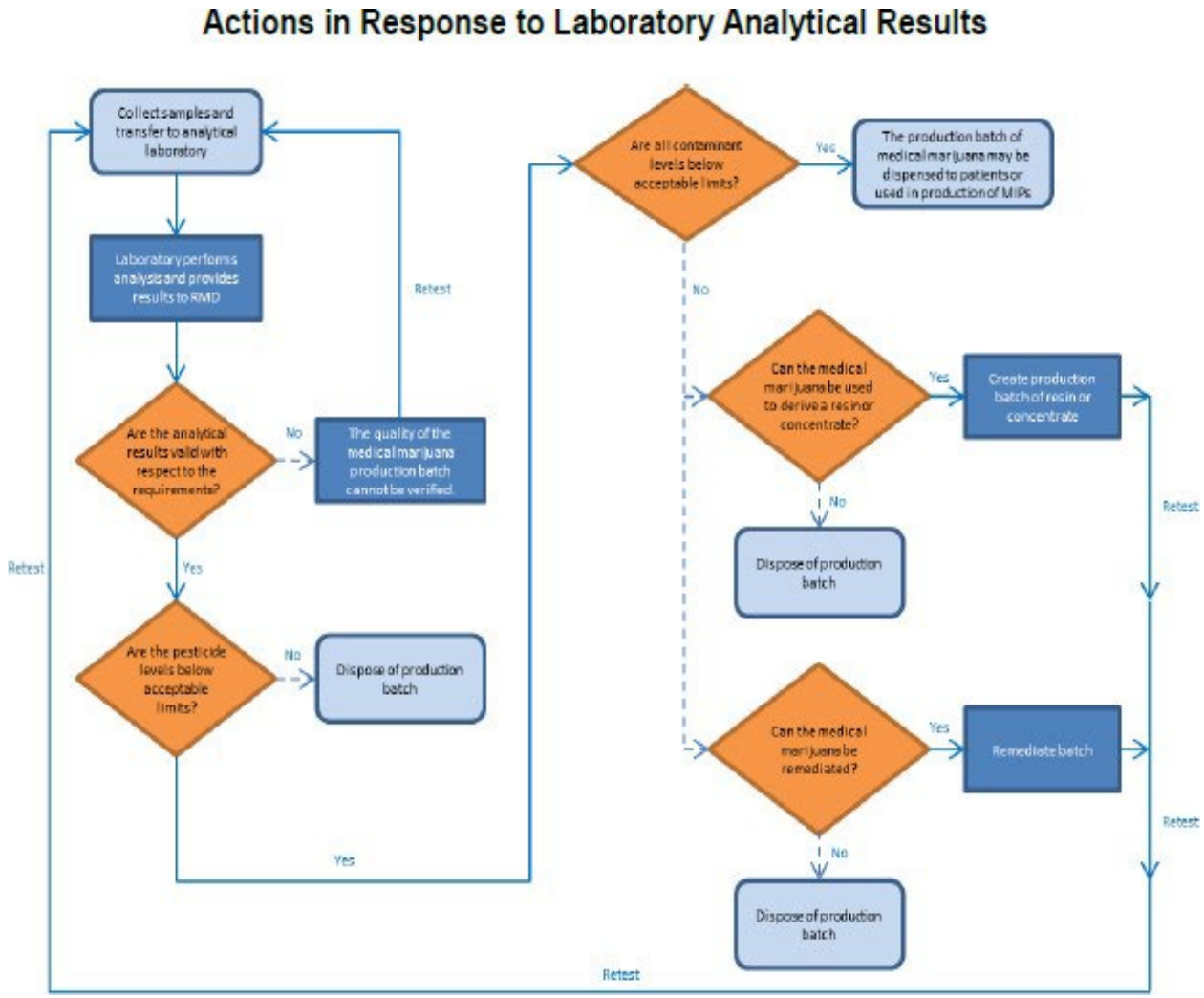
- Evaluate pesticides, nutrients, and other products used in the cultivation process.
- Evaluate soils and/or mediums used in the cultivation process.
- Evaluate water sources used in the cultivation.
- Review the chain of custody and growing protocols for plants.
- Review sampling protocols.

5.4. Microbiological Contamination & Mycotoxin

- 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 the following response plan below:

Figure 3. Actions in Response to Laboratory Analytical Results



6. Recordkeeping and Reporting

All test results of cannabis materials or products will be maintained by the Company for a period of at least seven years. These records will be available for inspection by the Commission, upon request, and maintained at the Company's expense in a form and location acceptable to the Commission for at least two years after closure. Each production batch of cannabis resin or concentrate will be given a sequential identifier for product tracking and labeling. The Company also keeps records of the cannabis cultivation batches used for each production batch and include the processing batch number on product labels.

6.1. Mandatory Reporting

Upon receiving testing results that cannot be remediated. The Company will notify the Commission within 72 hours. The Company will provide a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

7. Protocol for Sampling and Analysis of Environmental Media

The Company conducts testing with an approved independent testing laboratory all soil media and water used in the production of cannabis in accordance with applicable regulations.

7.1. Soil Media Testing

The Company tests all soils and solid growing media initially prior to use for cultivation of cannabis, and 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 cannabis and whenever received from a different source.
- All cultivation soils used in beds or containers to actively cultivate cannabis 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.

The Company cultivates cannabis using individual plant containers. As such, solid growing media/soil samples are collected from a minimum of 5% 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 will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers. Samples will 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 below.

In no case may more than five 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 for every 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. 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 one 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 one per sampling event per sampling equipment type with at least one for every 20 field samples of the same matrix.

7.1.1. Pre-Sample Collection

Prior to sample collection, an employee will assemble all equipment and information needed before beginning. Items to assemble before sampling include the following:

- Sample collection plan or diagram of locations to ensure representative sample collection.
- Logbook or sample collection forms.
- 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.

Employees 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 will identify or determine the number and location of soil or other solid growing media grab samples to be collected. 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, the Company may 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, sample locations will be distributed 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).

7.1.2. Sample Collection

During sample collection and employee will collect the planned samples from each sample location one at a time according to the following steps:

1. Put on disposable 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 containers.
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.
11. Excess soil collected but not shipped to the laboratory for testing should be returned to the cultivation area 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.

7.2. Water

The Company uses water from a public water system for the cultivation of cannabis. As such, the Company's water source is sampled and analyzed prior to use for cultivation for cannabis and quarterly thereafter.

For traditional watering and irrigation of soil or solid based cultivation, water source samples will be collected from the location as close as possible to the water use. In cases where a water treatment system is used, water samples will 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 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 for every 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. 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 one 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 one for every 20 field samples of the same matrix.

7.2.1. Sample Collection Overview

Both the untreated and treated water will be tested 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.

7.2.2. Pre-Sample Collection

Prior to sample collection the employee will assemble all equipment and information needed before beginning. Items to assemble before sampling include the following:

- Sample collection plan or diagram of locations to ensure representative sample collection.
- Logbook or sample collection forms.
- 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.
- A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory.

Employees 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.

Employees will identify or determine the number and location of water samples to be collected based on the requirements. 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).

7.2.3. Sample Collection

During sample collection and employee will collect the planned samples from each sample location one at a time according to the following steps:

1. Put on 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.

8. Sample Handling

The Company has developed the following sample handling procedures to ensure that the integrity of samples is maintained. 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 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.

8.1. Sample Storage

- Samples should be refrigerated or maintained on ice (4 ºC +/-2ºC) 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.

8.2. Packaging 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 Metrc manifest 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 ºC +/-2ºC 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 the Metrc manifest (if applicable) 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.

Personnel Policies

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1. Overview

Pursuant to 935 CMR 500.101(1) I.N.S.A., Inc. (the "Company") has developed the following Personnel Policies and Staffing Plan.

The hours of operation for the proposed facility will from 9am to 9pm, daily.

2. Diversion Policy

Pursuant to 935 CMR 500.105(1) the Company has developed a policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge for distribution of a drug to a minor.

3. Staffing Plan

Pursuant to 935 CMR 500.105(9) and 935 CMR 500.105(1) the Company has developed the following Staffing Plan.

Included below are a Hiring Timetable and a Staffing Plan Matrix showing in detail the positions the Company intends to fill for the proposed facility and a timeline for completing all hiring and training.

Table 1. Hiring Timetable

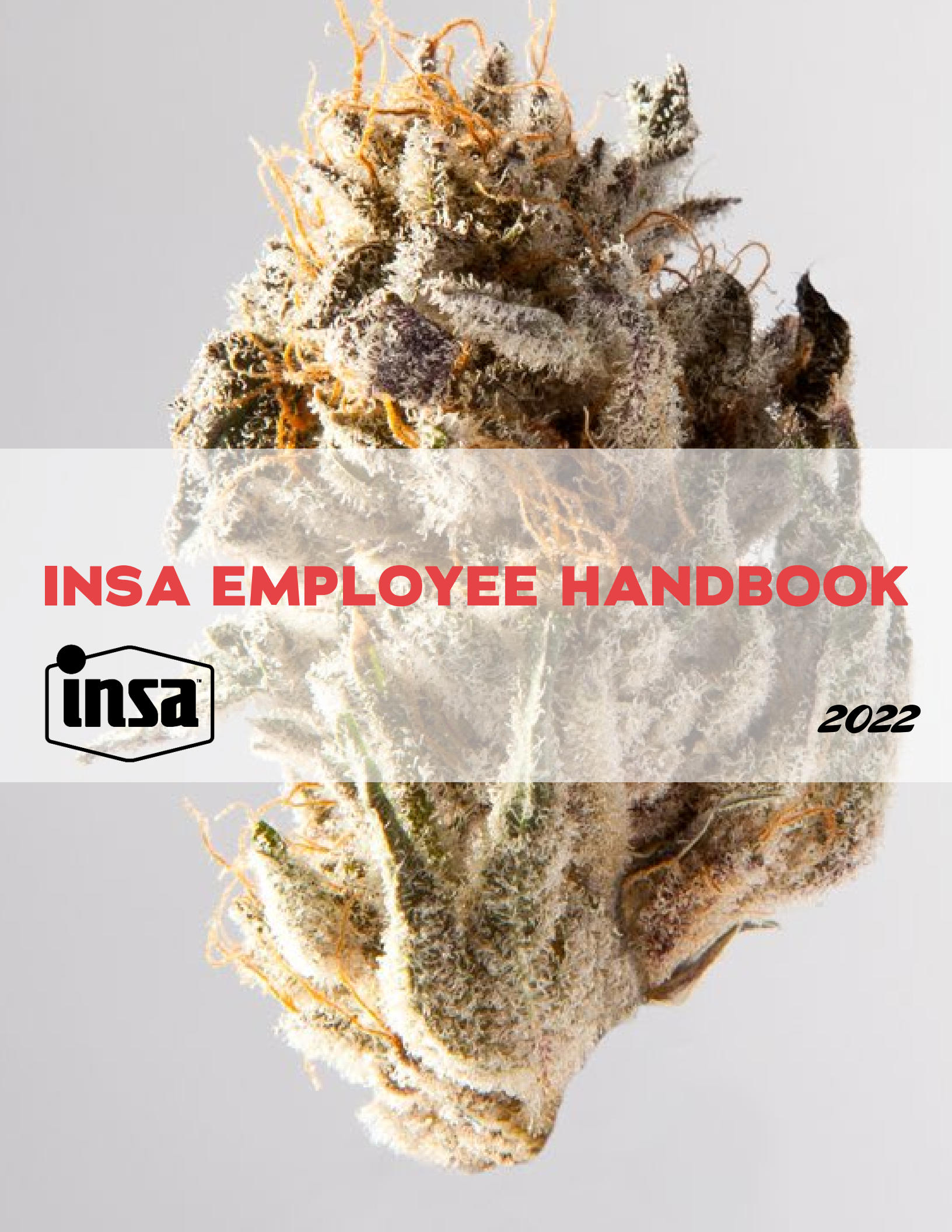
Objective	Days From Facility Opening
Begin Recruiting	115
Retail Manager – Offer/Background Check	70
Assistant Managers/Leads – Offers/Background Checks	45
Associate – Offers/Background Checks	40
Retail Manager – Start Date/HR Onboarding	40
Assistant Managers/Leads – Start Date/HR Onboarding	30
Associate – Start Date/HR Onboarding	20
Opening Date	0

Table 2. Staffing Plan Matrix

Position	Department	FT/PT Status	Count
Retail Manager	Retail	FT	1
Retail Assistant Manager	Retail	FT	2
Retail Lead	Retail	FT	2
Retail Associate	Retail	FT	10
Inventory Assistant Manager	Inventory	FT	1
Retail Inventory Lead	Inventory	FT	1
Inventory Specialist (Retail)	Inventory	FT	2
Asset Protection Lead	Asset Protection	FT	1
Retail Security Associate	Asset Protection	FT	2

4. Personnel Policies

Included below is the Company's Employee Handbook containing the Company's personnel policies pursuant to 935 CMR 500.101(1). The Employee Handbook is revised on an annual basis.



INSA EMPLOYEE HANDBOOK

2022

Welcome to Insa!

We are so excited to have you on our team! Insa is a Massachusetts-based, co-located cannabis company that serves both medical patients and recreational patrons. Our mission is “In Business to Make Your Day Better.”

We first opened our doors to the public as a medical-only cultivation, production, and retail facility on February 9th, 2018. Since that day, we have been driven to improve and enhance the lives of consumers. “Insa” is a combination of Indica and Sativa (IN/SA), which is a statement of our promise to cultivate top quality, nuanced hybrids with the highest standard of care and artistry. This Employee Handbook contains general information, policies, and procedures to help you understand your role within the Insa and the expectations we have for you as an employee. One of our goals as a company is to help our employees develop a career in the cannabis industry.

At Insa, we grow together!

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CHAPTER 1 – INSA CULTURE

1.00 – AT-WILL EMPLOYMENT

This handbook provides a general overview of Insa employment policies, procedures, and benefits available to eligible employees. It is your responsibility to carefully review the policies within and to direct any questions to your supervisor or Human Resources.

While Insa believes wholeheartedly in the plans, policies and procedures described here, they are not conditions of employment. Insa reserves the right to modify, revoke, suspend, terminate, or change any and all such plans, policies, benefits or procedures in whole or in part, at any time, with or without notice. The handbook is not a contract or agreement of employment or warranty of any benefits, either expressed or implied.

All employees are at-will employees and Insa or the employee may terminate employment at any time, for any or no reason, and with or without notice. No employee of Insa has the authority to promise employment for a specified period of time or make any agreement contrary to this policy, unless the promise or agreement is made in writing with the express written consent of the Company's Chief Executive Officer.

1.01 – CODE OF ETHICS

All Insa employees are held to the same code of ethics and conduct, no matter their job titles or positions. Below is a list of our Core Values, which are an expression of the behaviors we believe leads to a positive, productive, and fun work environment, and examples of those values in action.

Be respectful and thoughtful

- We show support for and trust in our team members.
- We inspire others to excel and embrace change and growth.

Find the best solution for the customer and all else will follow

- We provide a professional, warm, and welcoming environment for all customers.
- We create quality products that fit our customers' varying needs and lifestyles.

Win with optimism and courage

- We strive for continuous improvement.
- We actively listen and communicate effectively with our team to solve problems.

Relentlessly create our future

- We set goals and reach them.
- We learn from our mistakes.

Have an open heart and mind to all

- We show support for and trust in our team members.
- We offer help whenever we are able to provide it and look for ways to make the work environment better for everyone.

Do the right thing

- We follow the process from start to finish and don't take shortcuts.
- We follow through on what we say we'll do.

1.02 – OPEN DOOR POLICY

Insa values feedback from employees and wants to foster a work environment of trust, accountability, ethics, and respect. As such, we encourage staff to be resources for their peers by answering questions and aiding one another whenever possible.

Most questions should first be directed to your supervisor, including procedural questions, scheduling challenges, or personal issues that may affect work. Employees may always reach out to Human Resources for additional support.

While Insa encourages all employees to follow the appropriate chain of command, the doors of the Executive Team are always open to address questions or concerns.

1.03 – EQUAL EMPLOYMENT OPPORTUNITY

Insa is committed to Equal Employment Opportunity in all employment decisions. Accordingly, all a decisions, including those regarding recruitment, training, hiring, termination, promotion, demotion, and transfer, shall be made without regard to race, color, sex, religion, national origin, ancestry, age, sexual orientation, disability status, gender identity, genetic information, veteran status, marital/familial status, pregnancy or pregnancy-related condition, including but not limited to lactation or the need to express breast milk for a nursing child, or any other characteristic protected by applicable law. The Human Resources Department is responsible for ensuring that this Equal Opportunity Policy is followed throughout our Company.

1.04 – AMERICANS WITH DISABILITIES ACT (ADA) ACCOMMODATIONS

The Americans with Disabilities Act (ADA) protects disabled individuals from discrimination with respect to any terms, privileges, or conditions of employment because of a physical or mental disability. Insa, Inc. will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of physical or mental disability. In addition, the Company will make reasonable accommodations for employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job, with or without accommodation, and provided that any accommodations made do not impose an undue hardship on the Company. Any employee who feels that an accommodation is necessary to be able to perform the essential functions of their job should contact Human Resources.

In connection with an accommodation request, an employee may be asked to provide a medical release that authorizes Insa to contact their treating physician(s), as well as to obtain copies of medical records. An employee may also be asked to undergo one or more examinations by a physician chosen by Insa. If an employee is asked to undergo a physical, the Company will pay the costs associated with the examination(s). Insa will only ask for medical information that is job-related and consistent with business necessity.

In accordance with the ADA, any medical records for an employee will be kept in a confidential file and destroyed as soon as possible or returned to the employee after termination of employment in accordance with the provisions of the privacy sections of the HIPAA regulations. In addition, the existence of an employee's disability, and any associated records, reports, and other knowledge gained by Insa will be kept confidential.

1.05 – GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Company asks that employees not provide any genetic information when submitting their requests for a reasonable accommodation. 'Genetic information,' as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1.06 – PREGNANT WORKERS FAIRNESS ACT & PREGNANCY DISCRIMINATION ACT

It is Insa's policy to comply with all federal and state laws concerning the employment of pregnant person and persons with conditions related to pregnancy. Insa will reasonably accommodate employees due to pregnancy and/or pregnancy related conditions, including but not limited to, lactation or the need to express breast milk for a nursing child.

It is Insa's policy not to discriminate against pregnant employees or those persons with conditions related to pregnancies as defined under state and federal law with regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Insa will accommodate pregnant individuals and those with pregnancy-related conditions as defined under state or federal law if the accommodation is reasonable and does not impose an undue hardship and if the individual can, either with or without the accommodation, perform the essential functions of a job. If you believe that you are pregnant or have a pregnancy-related condition and that you need an accommodation to perform the essential functions of your job, you must speak to Human Resources.

Any pregnant applicant or applicant with a pregnancy-related condition who can perform the essential functions of a job with or without reasonable accommodation, without undue hardship, will be given the same consideration for that position as any other applicant.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

Insa has designated an office in each location in which the Company conducts business for use to express breast milk. The Human Resources Department will provide the employee with access to the applicable room as needed. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

If you need any other reasonable accommodation related to your pregnancy or a condition related to your pregnancy in order to perform the essential functions of your position, please contact Human Resources.

Expressed milk can be stored Company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

1.07 – ANTI-HARASSMENT AND ANTI-BULLYING POLICY

Purpose

Insa believes in providing a safe and respectful workplace environment for all employees, free from harassment or bullying. Sexual and other illegal harassment is unlawful and will not be tolerated.

Scope

This policy applies to all Insa employees. Additionally, we do not tolerate harassment of employees by non-employees or vice versa. This policy applies to conduct at an employee's normal worksite, business trips and business-related social events, at office parties, off-site meetings, and other work-related events.

Furthermore, harassment between employees that occurs via text messages, video, voicemail, email, social media, graphics, downloaded material, websites, or other forms of digital communication is in violation of this policy.

Insa will not tolerate any harassment that is considered illegal under applicable law, including harassment based on the following:

- Race, color, or ethnicity
- Age
- Religion or religious creed
- Sex, including pregnancy, childbirth, breastfeeding, or related medical conditions
- Sexual orientation
- Gender identity or expression
- National origin, immigration status, citizenship, or ancestry
- Marital status
- Military or veteran status
- Physical or mental disability, medical condition, or genetic information
- Status as a victim of domestic violence, sexual assault, or stalking
- Such other protected categories as may be adopted by a state in which we operate or federal law

The intent of this policy is to prevent conduct that may embarrass, demean, frighten, or discomfort our employees. Thus, Insa may consider an employee's conduct to be in violation of this policy even if it falls short of unlawful harassment under applicable law. When determining whether conduct violates this policy, we will consider whether a reasonable person could conclude that the conduct created an intimidating, hostile, degrading, or demeaning environment.

Definitions

Sexual Harassment

The legal definition for sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

Harassment can range from physical violence, threats, or assault to less obvious or overt forms like ridicule, teasing, or making insensitive remarks. While it is not possible to list all circumstances, the following are some examples that may constitute sexual harassment depending upon the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—physical and/or verbal
- Physical contact, such as touching, hugging, patting or pinching, which is uninvited and unwanted by the other person
- Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding one's sex life, comments on an individual's body, or comments about an individual's sexual activity, deficiencies, or prowess

Bullying

Bullying occurs whenever there is severe, repeated behavior that targets one or more persons which, through verbal abuse, offensive conduct, or interference, creates an intimidating, hostile, or offensive working environment; interferes with a person's work performance; or otherwise adversely affects a person's employment opportunities with the Company. Bullying conduct may include, but is not limited to:

- Teasing, name-calling, slandering, ridiculing, or maligning a person or their family
- Screaming, shouting, yelling, or swearing at another employee in public or private
- Excluding others from meetings or social situations, or giving the "silent treatment"
- Destructive gossip, rumors or innuendo
- Destruction of or damage to an employee's personal property

Constructive feedback, counseling, and performance management given by an employee's supervisor is appropriate and reasonable and does not constitute bullying

behavior. However, feedback that is given with the intention of shaming or humiliating the employee, whether in private or in public, may be construed as bullying behavior.

Retaliation

Retaliation is when someone is penalized for reporting what they believe, in good faith, to constitute harassment or bullying under this policy; expressing an intent to report the same; assisting another employee in reporting a violation of this policy; or participating in any investigation, as a witness or otherwise, under this policy. Retaliating against an employee who has made a complaint or has otherwise participated in the investigation process is grounds for discipline, up to and including termination.

Bystanders

Bystanders are people who have witnessed inappropriate conduct. Insa strives to provide an environment where all employees feel comfortable coming forward. We would also like to stress that if you are witness to harassment or bullying, you should immediately notify your supervisor or Human Resources.

A Note About Non-Employees

We want our employees to feel comfortable and safe when they enter the workplace, and our policy against harassment extends to our patients, customers, vendors, contractors, and other visitors to the facility. **While we are committed to providing the highest level of customer service to our patrons, this does not extend to allowing harassment against our employees.**

If inappropriate conduct by a non-employee occurs, the following procedure should be followed:

Step One: Calmly inform the individual verbally that the conduct is unwelcome. If it is a customer interaction, attempt redirect the conversation.

Step Two: If they refuse to adjust behavior and/or becomes hostile, seek the assistance of a manager.

Step Three: If the individual continues to act in a hostile manner, immediately call Asset Protection, using the code word “lemon.”

While our managers are there to offer support and guidance to our associates, calling for a member of Asset Protection may supersede step two. Often, individuals who are behaving in a hostile manner will continue to escalate the more team members become involved, and the best practice is to ask for assistance from an official, trained Asset Protection member.

Individuals who become hostile will be identified and may be trespassed from the building under certain circumstances. In addition, the local police may be called for support and assistance at Asset Protection’s discretion and an accompanying incident report must be filed.

Complaint Procedure

Insa takes all complaints seriously. If any employee believes that they have been subjected to harassment or bullying, the employee may file a complaint with Human Resources, either verbally or in writing. If the complaint is against Human Resources, employees may reach out to the CEO.

State and Federal Remedies

In addition, if an employee believes they have been subjected to sexual or other unlawful harassment, the employee may file a formal complaint with the applicable government agency. Using Insa's complaint process does not prohibit you from filing a complaint with these agencies. A list of applicable agencies by state can be found in the handbook addendum.

Investigation Process

When Insa receives a complaint, we will investigate the allegation in a fair and expeditious manner, maintaining confidentiality to the extent practicable under the circumstances. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has been committed, we will act quickly to eliminate the conduct and impose such corrective action as is necessary, up to and including termination of employment.

Supervisors who receive a complaint or learn of information that suggests this policy may have been violated are required to promptly (ideally within 24 hours) forward that complaint to Human Resources and may be subject to disciplinary action for failing to report the information in a timely manner. As soon as reasonably possible, Insa will investigate any allegations and take appropriate remedial action. Retaliating against an employee who has made a complaint or has otherwise participated in the investigation process is grounds for discipline, up to and including termination.

1.08 – DIVERSITY AND INCLUSION COMMITTEE

Insa envisions a workplace and community where all individuals feel safe, supported, respected, seen and recognized regardless of race, ethnicity, culture, socioeconomic status, gender, mental health status, disability/ability, age, sexual orientation, religion and gender expression. The Diversity and Inclusion Committee is a collaborative group that is dedicated to advising the Company on providing a workplace that promotes diversity and an inclusive environment for people of all backgrounds, abilities, beliefs, and identities.

The Committee makes recommendations to leadership on projects, events, initiatives, and policies, and works with local community partners to celebrate diversity through community

engagement. To inquire about joining the Diversity and Inclusion Committee, employees may reach out to Human Resources.

1.09 – INTERNAL HIRING POLICY

Purpose

Insa is committed to promoting from within whenever possible. The purpose of this policy is to provide opportunities for Insa employees to move up within the Company and pursue their career goals.

Scope

This policy applies to all employees of Insa.

Procedure

Employees may apply for any job opening that is posted publicly on the Careers page of Insa's website and should check the page regularly for new opportunities. However, we expect employees to remain in their position for at least six months before moving into a new role, and for managers to remain in their position for at least on year. Exceptions may be made in accordance with business needs.

Employees will be selected to interview based on their qualifications and performance. Employees must meet the minimum requirements for the position, including education level, experience, or specific skills.

The hiring manager is also expected to communicate with the employee's current supervisor, notifying them of the intent to interview. The hiring manager must solicit feedback from the current manager, related to performance and conduct, and if, for example, the employee is on a final written warning, a performance improvement plan, or is under investigation, they may be disqualified from the interview process.

All qualified employees will be interviewed by the hiring manager for the position and given consideration. Employees who are not qualified, based on the criteria above, will be notified by the hiring manager and will be encouraged to apply again to future opportunities.

Once the hiring manager is ready to make an offer, they will communicate with Human Resources to determine the employee's start date and compensation, taking into account time needed to back-fill the position.

Once a candidate is selected, all other applicants will be notified by the hiring manager and constructive feedback will be given about why they were not chosen for the role. The employee who is awarded the position will be notified last.

1.10 – CONFIDENTIALITY, CONFLICTS OF INTEREST, AND OUTSIDE EMPLOYMENT

During the course of their employment, Insa employees may come across information that is sensitive or confidential, including, but not limited to: its research and development activities; patents; copyrights; trademarks; product or packaging designs; marketing plans and strategies; customer and supplier lists and accounts; or other non-public financial information. Some employees may also encounter patient medical information during the course of their job duties.

As such, all Insa candidates must read and sign a No Conflicts of Interest, Nonsolicitation, Nondisclosure & Assignment of Inventions Agreement once a conditional offer of employment has been made. All candidates must agree that they are not obligated to any entity that conflicts with their employment with Insa, and that they may not bring confidential or proprietary information from a former employer to the Company. Depending on state law, during their employment with Insa, employees may be prohibited from accepting renumeration (salary, commissions, fees, or compensation of any kind other than investment income) from other cannabis entities.

2.00 – PERSONNEL FILES

Personnel records are confidential. Insa maintains a personnel file for each employee, which includes, but is not limited to, a record of the person's employment history at Insa, documents related to the hiring process, salary information, contact information, and performance information.

Access is limited to:

- Human Resources
- Each employee's current manager
- The individual employee with respect to their own personnel file

An employee may inspect their own file, but the file may not be taken from the Human Resources office. Requests for a physical or digital copy of an employee's personnel file must be made in writing and will be issued in a timely manner in accordance with applicable state and federal laws.

Any performance-related documents will be given to the employee for signature before they are added to the personnel record. Employees will thus be made aware of any documentation that may affect their qualification for employment, promotion, transfer, additional compensation, or disciplinary action in accordance with applicable state and federal laws.

Personnel files are maintained confidentially in accordance with the Human Resources Department's standard operating procedures.

Insa maintains separate medical files for employees. The medical file contains sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidentially in compliance with applicable laws and access is limited to a "need-to-know" basis only.

2.01 – PROGRESSIVE DISCIPLINE POLICY

Purpose

Insa employees are expected to be aware of and to follow workplace policies and rules that are in place to ensure the well-being of our colleagues and business operations. Employees are expected to comply with these internal requirements as well as the requirements of federal, state, and local laws.

This policy defines the process for correcting single and repeat episodes of employee's failure to comply with Insa's policies and procedures and/or to meet specific workplace expectations for conduct.

Insa's progressive discipline policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. It has been designed to be consistent with our organizational values. Outlined below are the steps of our progressive discipline policy and procedure. Employees are expected to demonstrate sustained improvement while on progressive discipline.
Insa reserves the right to combine or skip steps depending upon the facts of each situation and the severity of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; the severity of the offense; and the impact the conduct and performance issues have on our organization.

Progressive Discipline Steps

Documented Discussion

Documented discussions occur when disciplinary issues are minor and/or it is the first occurrence of the conduct. An employee's manager will meet with the employee to bring the issue to their attention.

The manager will discuss the nature of the problem or the violation of Company policies and procedures with the employee. The manager will clearly outline the expectations and steps the employee must take to improve. The employee will then be given the opportunity to provide their perspective and feedback and to correct any miscommunication.

Initial Written Warning

An initial written warning is necessary when:

- The infraction is too serious to warrant a documented discussion; or
- The conduct has continued after a documented discussion has been had.

The initial written warning follows the same procedures as the documented discussion.

Secondary/Final Written Warning

While it is hoped that the performance or conduct issues that were identified in steps 1 and 2 have been corrected, Insa recognizes that this may not always be the case. A secondary written warning involves a more formal documentation of the performance or conduct issues and consequences. It may be given if a first offense is particularly serious, or if prior corrective action has not improved the employee's performance or conduct. During the secondary written warning, the manager will meet with the employee and review the issue. Any prior corrective actions for the same issue will be reviewed. The manager will outline the consequences for the employee for any continued failure to meet performance and/or conduct expectations.

Performance Improvement Plans

On occasion, an employee may be placed on a Performance Improvement Plan, or PIP. A PIP is designed to provide a more structured opportunity for performance improvement, including additional training, coaching, and learning initiatives that adhere to a specific deadline. In order for a PIP to be offered, the employee must show dedication toward improving their performance and commitment to their role. The PIP will be written by manager and Human Resources. The manager will be responsible for following up with the employee on their progress and for holding the employee accountable for completing their assigned tasks.

Procedure

All disciplinary action documents must be reviewed by Human Resources before they are given to the employee, and must be submitted to Human Resources to be added to the personnel file after the employee has reviewed and signed them.

Managers are expected to issue disciplinary action as soon as possible after an incident has occurred. All disciplinary meetings must be held in a private area. All written warnings must be issued with a witness present, who may be either another manager from the same department or a member of Human Resources or the Executive Team.

Insa employees will be provided copies of all disciplinary documentation, including all performance improvement plans. Employees will be asked to sign copies of this documentation attesting to their receipt and understanding. If an employee refuses to sign, a third-party witness will be asked to sign to certify that the document has been issued. Copies of these documents will be placed in the employee's official personnel file.

Employees will have the opportunity to present information that may supplement information management has used to issue disciplinary action. This can be done in the form of a comment or letter, which will be attached to the disciplinary action and placed in the employee's personnel file. If the employee does not present this information during any of the disciplinary meetings, they will have three (3) business days after that meeting to present information. All statements must be submitted in writing and should include any supportive documentation.

Investigation & Suspension

In certain circumstances, Insa may need to conduct an investigation. Depending on the situation, employees may be suspended while Insa determines the appropriate remedial action.

For non-exempt employees, investigatory suspensions are given without pay, in full-day increments, and are consistent with federal, state, and local wage and hour laws. Non-exempt employees may not substitute or use earned time in lieu of the unpaid suspension. Pay may be restored if the investigation of the incident absolves the employee. Exempt employees must continue to receive their regular salary during an investigatory suspension, in accordance with the Fair Labor Standards Act.

Termination of the Employment Relationship

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Insa will try to exercise the progressive nature of this policy by first providing other disciplinary action. However, Insa reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Insa and its employees. **Management's recommendation to terminate employment must be approved by Human Resources.**

Compliance-Related Infractions

At Insa, compliance with all state-specific cannabis regulations is of paramount importance. Each department within the Company has compliance-related protocols and compliance-related training. Compliance infractions are particularly serious because they place liability upon the Company.

All potential compliance infractions will be investigated by the Compliance Department. If it is discovered that a compliance violation has occurred, a report may be filed with the applicable state governing entity. This report may include a description of event, including applicable regulatory language and citations, identifying information of the involved parties and a plan of corrective action. The report will be stored in an investigation file, and a copy of the resolution will be placed in an employee's personnel file depending on whether an individual or individuals are identified as culpable. Potential courses of action in response to compliance violations include re-training and/or disciplinary action, and infractions that are particularly severe, pervasive, or willful may result in immediate termination of employment.

Other Incidents That May Warrant Immediate Termination

The following list includes incidents that are particularly serious and detrimental to both the business as well as the health and safety of our employees, customers, or visitors. It is not meant to be all-inclusive.

- Diversion of cannabis products, which shall be reported to law enforcement officials and to the applicable state governing entity
    - **Note: intentional diversion of infused cannabis products will result in immediate termination.**
- Engaging in unsafe practices
- Legal situations that violate state-specific cannabis regulations
- Intentional falsification of employment records, including applications for employment, time records, or any other official Insa documents or records
- Falsifying time worked or having someone else alter time worked, or altering someone else's time records
- Actions that violate state, federal, or local law, while wearing Insa gear or otherwise representing the Company, whether or not on Company property, whether or not during work time, or at Company events
- Theft against Insa or another employee or customer, or theft, unauthorized removal, or intentional damage or destruction of Insa products or other property
- Possession of a firearm, knife, explosive, chemical, or other deadly weapon at work (utility knives or other small knives used in the course of work are excluded from this list, subject to the approval of management)
- Job abandonment (not calling and not reporting to work for two (2) consecutive shifts)
- Violence and/or physical assault on Insa property or while conducting Insa business
- Threats of violence and/or physical assault
- Threatening, intimidating, or using abusive language toward others
- Violation of Insa's anti-harassment, anti-discrimination, and/or anti-bullying policies

Other Considerations

Disciplinary actions may affect an employee's eligibility to be promoted or transferred and may affect merit-based pay increases. Insa is committed to reviewing the circumstances related to the disciplinary action in a fair and equitable manner and will take the recency, severity, and pervasiveness of the behavior into account when assessing an employee's eligibility.

2.02 – CELL PHONE POLICY

Purpose

The purpose of this policy is to define how personal cell phones and other mobile devices may be used in the workplace.

Scope

This policy applies to all Insa employees.

Definitions

"Mobile device" means personal cell phones, tablets, and/or laptops.

Procedure

While Insa permits employees to bring personal cell phones and other mobile devices into the workplace, the use of such devices must not interfere with their job duties or impact workplace safety and health. Use of mobile devices at work can be distracting, disruptive, and causes a loss of productivity. In addition, cell phones may pose a sanitary concern in production environments.

At the department manager's discretion, employees may use personal mobile devices to listen to music or other audio files while performing manual tasks such as packaging product. However, if the use of such devices becomes distracting, poses a safety risk, or negatively impacts the employee's work product, managers may rescind this privilege. The department manager may include additional limitation on the use of a personal mobile device in cooperation with state regulators.

Mobile devices may not be visible to customers in retail areas and must be left with an employee's personal belongings.

Insa is not responsible for mobile devices. Any employees who are concerned about the security of their mobile devices should store them in their vehicles or a locker.

Employees using mobile devices during break times must do so in a manner that is courteous to others, i.e., not blasting music or videos without using headphones, or making loud phone calls in common areas.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

2.03 – SOCIAL MEDIA POLICY

Purpose

At Insa, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, employees are expected to follow our guidelines for appropriate use of social media.

Scope

This policy applies to all Insa employees.

Definitions

For purposes of this policy, **"social media"** includes all means of communicating or posting information or content of any sort on the Internet, including to employees' own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website,

web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Procedure

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, employees are solely responsible for what they communicate on social media. Employees may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or other employees of the Company.

Respect and Courtesy

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If employees decide to post complaints or criticism, they should avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Employees' personal posts and social media activity should not reflect upon or refer to the Company. It is important to remember that what is posted is traceable and permanent.

Because social media is in the public domain, the Company reserves the right to monitor social media.

Maintain Accuracy and Confidentiality

When posting information, employees must:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company
- Not create links from their personal blog, website, or other social networking site to a Company website that identifies them as speaking on behalf of the Company
- Not represent themselves as a spokesperson for the Company. If the Company is a subject of the content they are creating, they may not represent themselves as speaking on behalf of the Company. Employees should make it clear in their social media activity that they are speaking on their own behalf
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards
- Not identify a patient on social media as it would be a HIPAA violation

Using Social Media at Work

Employees may not use social media while on work time or on equipment provided by the Company, unless it is work-related as authorized by their manager or consistent

with policies that cover equipment owned by the Company. Do not use your Company e-mail address to register on any social media utilized for personal use.

Employees are not permitted to take photographs or videos of the facility unless given written prior authorization from the Executive Team. Insa does not allow employees to post photos or videos of Insa products or properties without permission from the Executive Team.

Media Contacts

Because of the sensitive and at times controversial nature of the work we do, if an employee receives any press inquiries or other requests from members of the media regarding Insa, we request that you decline to comment and refer the inquiry to the CEO. No employee may speak to members of the press on behalf of Insa, make public speaking appearances on behalf of Insa, or authorize press releases on behalf of Insa (via the Internet or otherwise) without the prior consent of the CEO.

This is not intended and does not serve to prevent employees from exercising their right to engage in concerted activity.

Retaliation and Employee Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation may be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in engaging in any other concerted activity or exercising any right protected by law. All employees have the right to engage in or refrain from such activities.

Employees should ensure postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination.

2.04 – DRESS CODE AND UNIFORM POLICY

The purpose of this policy is to provide guidance on appropriate attire in the workplace. An employee's appearance affects the way they are perceived by others, and in turn reflects on Insa as an organization. Insa employees should present a professional image to our customers and public, as well ensure the safety of our products and the health of our plants.

Scope

This policy applies to all Insa employees.

General Procedures

All Insa employees are expected to adhere to a daily hygiene maintenance routine that may include bathing, brushing teeth, and washing clothes. Cologne, scented lotions and deodorants, and perfume should be used in moderation.

Employees must wear all required PPE while working, including hairnets, beard nets, gloves, safety glasses, Tyvek suits etc., depending on the nature of the position and the work performed. Employees who are required to use gloves must remove them and dispose of them in a trash can when exiting a room where cannabis is handled.

Many departments have uniform requirements that are intended to prevent cross-contamination and to maintain cleanliness and safety. Any visiting employees must adhere to that department's uniform requirements when entering.

All employees who work in or regularly enter Production and Cultivation? Areas must wear closed-toed shoes.

Employees who are required to bring their uniform to work are responsible for remembering to bring it in. Employees who arrive without their required uniform will be sent home to retrieve it before beginning their shift.

Production (Non-Scrub Wearing)

All non-scrub wearing Production employees will be provided with Insa attire upon hire.

Fingernails should be neat, clean, and should extend no further than ¼ inch from the end of the fingertip in order to maintain cleanliness and to prevent punctures when wearing gloves.

Employees in Production positions, for safety and cleanliness purposes, may not wear dangling jewelry such as necklaces, bracelets, or long earrings. Only studs or hoops that are dime-sized in diameter or smaller are acceptable.

Production staff are responsible for laundering their own garments.

Cultivation (and Scrub Wearing Production)

Cultivation staff must wear Insa-provided shoes and scrubs. To prevent the possibility of contamination and spread of disease, scrubs and work shoes may not be removed from the building, and Insa provides laundry services. Scrubs are available in a multitude of sizes and a fresh set is available for each employee daily.

Insa-provided sleeves may be worn by all employees that may have exposed skin come in contact with flower. The use of sleeves is to eliminate the contact of exposed skin with the material being worked on, as some employees may experience skin irritation.

Employees in Cultivation positions, for safety and cleanliness purposes, may not wear dangling jewelry such as necklaces, bracelets, or long earrings. Only studs or hoops that are dime-sized in diameter or smaller are acceptable. Employees may not wear hats in grow rooms.

Retail

Retail employees must adhere to the brand uniform standards set by the department. All employees will be provided with Insa attire upon hire. Employees who work outdoors will be provided with weather-appropriate Insa attire. Retail employees are responsible for laundering their own garments.

Wear & Tear

From time to time, an employee's original allotment of uniform items may wear out. If employees have a garment that is stained, torn, or in a state of disrepair, they may let their manager know that the item requires replacement. Employees who routinely lose or damage uniform items outside of the scope of what a reasonable person may consider to be normal may be subject to discipline in accordance with Insa's Progressive Discipline Policy.

Corporate

Corporate employees include owners, officers, and other administrative or executive staff who do not routinely work in Production or Retail areas.

Corporate employees may dress in professional, neat, clean attire, that is free from graphics that contain vulgar or profane language or imagery. Corporate staff may be asked to dress in business casual attire in certain circumstances, including for events or meetings, or if receiving visitors to the Corporate office. Business casual attire includes pants that are not exercise pants or pajamas, skirts, shorts, or dresses that are mid-thigh or longer, and button-down shirts or other blouses worn with a blazer or sweater.

Other Non-Production Departments

Other non-Production employees will be provided with Insa attire upon hire. Employees must wear Insa-branded gear while working. Employees who work outdoors will be provided with weather-appropriate Insa attire.

Employees may wear pants that are not exercise pants or pajamas. Leggings may be worn under a tunic or skirt. Skirts, shorts, or dresses must be mid-thigh or longer.

2.05 – RELATIONSHIPS IN THE WORKPLACE

Purpose

Insa strongly believes that maintaining clear boundaries between personal relationships and business interactions is conducive to a positive workplace environment for employees. Although Insa does not prohibit the development of close friendships or romantic relationships between most coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment.

Scope

This policy applies to all employees of Insa. Insa employees, other than those in a supervisory-subordinate relationship, may date and develop friendships and relationships inside of the workplace as long as the relationships do not negatively impact work. Any relationship that interferes with the Company culture of teamwork, the harmonious work environment, or the productivity of employees will be addressed by applying the progressive discipline policy. Adverse workplace behavior or behavior that affects the workplace that arises because of personal relationships will not be tolerated.

The exception to this policy relates to managers and supervisors. **Romantic and or/sexual relationships between supervisors and subordinates is strictly prohibited.** Relationships between managers or supervisors and employees who report to them may be perceived as favoritism, misuse of authority, or potentially sexual harassment. Even if no improper conduct occurs, the relationship may cause gossip, hard feelings, dissatisfaction, and distraction among other employees in the workplace. The relationship may appear to other employees as an inappropriate use of power. Additionally, any fraternization between managers and employees whose terms and conditions of employment such as pay raises, promotions, and advancement opportunities are potentially affected by that manager is prohibited. The term “fraternization” includes dating, romantic involvement, and sexual relations; close friendships are discouraged in any reporting relationship.

Insa recognizes that employees have different definitions and understandings about what constitutes a friendship or romantic involvement. Consequently, if you have questions or need further clarification, you should speak with Human Resources.

Insa encourages employees to develop friendships and share a spirit of teamwork and camaraderie both in the workplace and outside of work. In instituting this policy, it is not Insa’s goal to interfere with the development of coworker friendships and relationships. The policy identifies when these relationships are appropriate and when they are not.

Employment Procedures

An otherwise qualified applicant who is involved in a romantic or familial relationship with a current employee may occupy a position in the same department but must disclose the

relationship to Human Resources. If such a relationship is established after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to Human Resources. The employees must ensure that the relationship does not violate the behavioral guidelines outlined above.

Insa reserves the right to take prompt remedial action if a conflict of interest arises concerning individuals who violate these guidelines.

2.06 – DRUG AND ALCOHOL ABUSE PREVENTION

Purpose

The purpose of this policy is to foster a healthful and safe work environment for all employees, customers, and visitors of the Company. Inebriation can lead to workplace accidents, financial errors, or behavior that does not meet our standards of conduct. Accordingly, all employees must be fit to perform their job functions, to protect the health, safety, and wellbeing of themselves and other individuals.

Employees taking physician-prescribed or over-the-counter medication, including controlled substances or medical marijuana, that has the potential to negatively impact the employee's ability to perform their job functions in a safe and effective manner (e.g., medications which caution against vehicle use) must report such use to Human Resources, and may be required to present medical documentation describing the effects such medication may have on the employee's ability to perform their essential functions.

Scope

The scope of this policy includes all of Insa's employees who are present on Company premises (as defined below) or who are engaged in or traveling to or from any activity, appearance, or other engagement on behalf of Insa while in the course of their employment.

All Insa employees are prohibited from the following:

1. The personal manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of alcohol or illegal or psychoactive substances, including cannabis, while working or while otherwise engaged in Insa business on or off Company premises or while using the Company equipment or vehicles
2. The consumption of alcoholic beverages or psychoactive substances, including cannabis in any form, either while on duty or immediately preceding duty, which may affect the employee's fitness for duty and ability to perform the essential functions of their position

Reasonable Suspicion Procedures

If an employee appears to be under the influence of alcohol or psychoactive substances while working, Insa reserves the right to take remedial action, including drug testing. Managers who

observe or are alerted to the fact that an employee may be under the influence should complete a Reasonable Suspicion Checklist and notify Human Resources.

If Insa suspects the employee may be under the influence, an investigation will be conducted, and the employee may be placed on an investigatory suspension.

During the investigation, an employee may be referred for drug testing. If an employee is referred, they must give written consent by signing a "Consent for Substance Abuse Testing Form, and will be directed to a testing lab licensed by the state. Employees will be suspended pending the results of the test. Refusal to sign the form may be considered equivalent to a positive test result and may result in discipline, up to and including termination. Transportation to the testing center will be provided by Insa.

Depending on the results of the investigation, including the results of a drug test, Insa will determine a course of action, taking into consideration the following factors:

1. Whether the incident occurred in isolation, or was a repeat offense
2. Whether the incident violated state or federal laws or regulations
3. Whether the employee could have endangered themselves or another employee, contractor, vendor, customer, or visitor
4. Whether the employee's behavior could have resulted in financial error or a loss of revenue
5. The employee's response to the accusation

Insa will keep the employee's test results confidential, treating them the same as any other medical records and disseminating the results only on a need-to-know basis.

Cannabis Testing

As a leader in the medical and adult use cannabis industry, Insa encourages employees to try our products in a safe and legal way when outside the workplace. For this reason, and because there is no test available that shows whether someone is actively under the influence, if an employee is referred for drug testing, it is Insa's position that we do not test for the presence of cannabis.

As such, if an employee is thought to be under the influence of cannabis to an extent that they are unfit to perform their job duties in a safe and effective manner, and that employee's test results do not show evidence of the presence of other substances, Insa may use its discretion under reasonable suspicion to pursue progressive disciplinary action.

Employees are expected to adhere to the legal requirements of all state-specific cannabis regulations.

Training
All managers will receive training in proper use of the Reasonable Suspicion Checklist and should not initiate the investigation process unless there is clear evidence that an employee may be under the influence.

Workplace Searches
Management may conduct searches of Insa property, including desks and lockers, where there is reason to suspect a violation of this policy. An employee who refuses to cooperate with such searches may be subject to Insa's Progressive Discipline Policy.

Employee Assistance Program
Insa will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to investigation under this policy. Insa provides a third-party Employee Assistance Program, which offers resources for those struggling with addiction. Information about this program is available in the Benefit Guide.

2.07 – SMOKING POLICY

Purpose
The purpose of this policy is to clearly define expectations for Insa staff regarding the use of tobacco or nicotine products on Company premises

Scope
This policy applies to all Insa employees, contractors, vendors, customers and other visitors to the Company.

Definitions
A **"Tobacco or Nicotine Product"** means any tobacco-containing cigarettes, cigars, e-cigarettes, electronic smoking devices, e-cigarettes, and chewing tobacco.

Procedures
Insa maintains a tobacco or nicotine product-free facility and prohibits smoking or use of other tobacco products at any point, in any location on Insa property, including employee parking areas.

Employees who wish to use tobacco or nicotine products may do so **only during their allotted meal break**.

Employees using tobacco or nicotine products must take care to do so off Insa property.

Insa employees who wish to use tobacco or nicotine products during their allotted meal break must change out of their Insa uniform prior to consumption so as to avoid excessive tobacco

odor, transfer of said odor to our products, or exposure for other employees, contractors, vendors, customers and other visitors to the compounds and irritants associated with tobacco or nicotine products. Insa employees who smoke on their meal break must wash their hands upon returning to work.

Violators of this policy may be subject to Insa's Progressive Discipline Policy, up to and including termination of employment.

2.08 – FOOD AND BEVERAGE POLICY

Purpose

This policy has been created to define food and beverage procedures within Insa facilities.

Scope

This policy is applicable to all Insa facilities in Massachusetts.

Procedures

Food and Beverage Consumption

Employees may consume food and beverages in break areas or outside the facility only. However, it is permissible for employees to have beverages near their workstation if they are contained within a transparent, spill-proof container. Beverages should be kept in designated areas in each department.

Cleanliness and Shared Spaces

Break areas are shared spaces and must be treated as such. Employees are expected to clean up after themselves. This includes proper disposal of waste and wiping down surfaces. Employees are also expected to wash their own containers and should not let dirty items pile up in the sink. Containers filled with liquid should be emptied in the sink before disposal.

Refrigerators are also shared. Employees may bring in single-serving containers and should carry them out at the end of their workday. Any food that is stored in the refrigerator should be labeled with a name and the date and will be disposed of after seven (7) days if left in the refrigerator.

Allergen-Free Zones

Employees who have serious, life-threatening food or other allergies must alert Human Resources upon hire, or immediately following diagnosis, if the allergen is present within Insa facilities. In the case of a life-threatening allergy, a break area may be designated as an "Allergen-Free Zone". Allergen-Free Zones will be clearly labeled in the entryway. Employees will also be alerted to the change via a facility-wide email memo and notification will

be placed on all bulletin boards in the affected departments. Because Insa manufactures food products, it may not be feasible for certain work areas to be designated as Allergen-Free Zones. Production areas in which common allergens may be present will be designated with clear signage on all entrances.

Sampling

On occasion, non-medicated product may be offered for sampling in the facility or for customers. Customer samples will be given and consumed outside the building and will be individually wrapped or in disposable sample cups. Employee samples will be given and consumed in the kitchen area only and will be individually wrapped or in disposable sample cups.

2.09 – SOLICITATIONS, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS

We have established the following guidelines regarding solicitation and/or distribution of literature on Insa's property.

Guidelines Applicable to Employees

Solicitation/Distribution

Employees may not engage in solicitation on behalf of themselves or third parties when either the employee doing the soliciting, or the employee being solicited, is on working time.

Distribution

Employees may not engage in the distribution of literature on behalf of themselves or third parties during working time or in working areas.

Posting of Notices

Employees are not permitted to post any notice, advertisement, flyer, or other literature on Insa property.

Guidelines Applicable to Non-Employees

Insa prohibits individuals who are not its employees from soliciting its employees or others on its property at all times, including through the use of Insa's computer resources, and from posting written materials or distributing literature on Insa property.

Definitions

"Distribution of Literature" means directly or indirectly giving or attempting to give (including leaving such material in a place where it may be picked up) any written or printed material that is not necessary to perform work assigned by Insa.

"Insa Property" means all property (other than computers and computer systems) and premises owned, occupied or leased by Insa, or any of its affiliates, subsidiaries or divisions.

"Solicitation," for purposes related to this policy, means the act of requesting, persuading, asking, urging, pleading, or otherwise communicating with by any means in an attempt to persuade another person to accept anything (such as a product, service, doctrine, or organization).

"Working Time" means the time during which Insa expects any employee to be engaged in productive activities for the Company. Working time does not include breaks, meal periods or the time immediately before and after work.

"Working Areas" means any Insa property, except rest rooms, break rooms, cafeterias, hallways or parking lots or other areas where work is not performed.

CHAPTER 3 – PAY AND BENEFITS

3.00 – PAYROLL AND DEDUCTIONS

Insa's pay cycle runs from Monday to Sunday on a biweekly pay schedule. Paychecks are issued on Fridays. All employees must use direct deposit through a bank account or a pay card option. Direct deposit information can be submitted or updated through the payroll software by the employee. Each new hire is introduced the payroll system during their New Hire Orientation with Human Resources.

Insa is required by law to make certain deductions from employees' pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of employee tax deductions will depend on their earnings and the number of exemptions they list on your federal Form W-4 and applicable state withholding form. Employees may also authorize voluntary deductions from their paychecks, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Their deductions will be reflected in their wage statements.

The Company will not make deductions from employees' pay that are prohibited by federal, state, or local law. Employees must authorize all deductions related to overpayments or errors in writing. If employees have any questions about deductions from their pay, they should contact the Payroll team through the state-specific email address. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Insa provides reporting time pay to nonexempt employees in accordance with applicable law. If employees are scheduled to work three or more hours, they will be paid for at least three hours of work each day they report to work on time but are given no work or less than three hours of work. Employees will be paid their regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed three hours.

It is the policy of Insa to establish and administer payroll processes in a manner that is fully compliant with both federal and state wage and hour regulations relative to the payment of exempt employee salaries. In connection with these practices and administrative processes, Insa will make every reasonable effort to ensure that improper reductions in exempt, salaried employee compensation do not occur. If an exempt, salaried employee of Insa believes that an erroneous reduction in their salary has occurred, the employee is asked to promptly notify Human Resources of their concern. It will be the responsibility of the Human Resources to research the payroll processing concern and respond to the employee as to their findings upon the completion of the investigation. If it is confirmed that an erroneous reduction in salary has occurred, any payment due to the employee will be promptly issued and, whenever possible, this will happen within one payroll cycle following confirmation that an error has occurred. It is also the responsibility of the Human Resources to identify the underlying cause of the reported error and take all reasonable steps to ensure corrective action is implemented to avoid the repetition of further mistakes of a similar nature.

3.01 – INTRODUCTORY & TRAINING PERIOD

Every new employee goes through an initial period of adjustment in order to learn about Insa and your job. During this time, you will have an opportunity to find out if you are suited to your new position. Additionally, this period gives your manager an opportunity to evaluate your performance. The initial introductory period is typically 90 days from your start date, although Insa reserves the right to adjust the length of this introductory period depending on the nature of your position or other circumstances. During this time, your employment may be separated at any time if management concludes that you are not progressing or performing satisfactorily. In addition, successful completion of the introductory period does not guarantee continued employment. Even after the introductory period, and always during your employment with Insa, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

3.02 – EMPLOYMENT AUTHORIZATION POLICY

New hires will be required to complete Section 1 of federal Form I-9 no later than the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with the Company.

If employees are authorized to work in this country for a limited period of time, they will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.03 – EMPLOYMENT VERIFICATION POLICY

Prospective employers, financial institutions and residential property managers routinely contact employers, including Insa, for information on a former or current employee's work history and salary.

All such requests of this type must be referred to and handled by Human Resources. No other employees of the Company are authorized to complete employment verification requests. Any employees who receive such requests should direct the requester to reach out to hr@myinsa.com.

Responses to written requests for verification of employment will be made on the form provided only when the request is accompanied by a former or current employee's signed authorization to release such information.

It is Insa's policy to release the following information:

- Whether the individual is currently employed
- The employee's current or most recent former job title
- Beginning and ending dates of employment, if applicable
- Wage information, if requested

Insa does not release performance-related information but may answer whether or not the Company would rehire a former employee, if such information is requested.

3.04 – MEAL & REST BREAKS

Purpose

The purpose of this policy is to apply clear guidelines to when and how breaks are taken throughout an employee's workday.

Scope

This policy applies to all Insa employees

Meal Breaks

All Insa employees who are scheduled to work for a period of 6 or more hours will be offered a 30-minute, unpaid meal break. Insa employees who work for a period of 10 or more hours will be offered an additional 30-minute unpaid meal break.

All meal breaks are mandatory and must be taken at their scheduled times. Employees may change the time of their meal break if authorized by their supervisor. Meal break times are generally offered at the midway point during an employee's shift but may be adjusted from time to time based on the needs of the business.

Rest Breaks

Additional paid rest breaks (no more than two) may be scheduled during an employee's shift. Due to the nature of the business and need to maintain a secure environment, employees are not permitted to leave the building during these breaks. Due to the fast-paced and unpredictable nature of the Retail department, rest breaks are not scheduled. However, employees are encouraged to request to step off the floor to attend to various needs such as bathroom breaks or water breaks.

Insa employees may request additional breaks or modified schedules as accommodations for medical conditions in accordance with Insa's Americans with Disabilities Act Policy by reaching out to Human Resources.

3.05– HOLIDAYS

Purpose

The purpose of this policy is to outline the holiday schedule and how employees will be compensated for holidays, depending on their state, department, and classification.

Scope

This policy applies to all Insa employees.

Company Holidays

All **non-Retail** departments and locations are closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

All **Retail** locations are closed on the following holidays:

- Thanksgiving
- Christmas

Payment

All employees are eligible to receive holiday pay after passing their new hire waiting period (90 days of employment). For full-time employees, holiday pay is offered at an employee's regular hourly rate for an 8-hour workday. For part-time employees, holiday pay is offered at an employee's regular hourly rate for a 4-hour workday.

Observed Days

Some holidays are observed on different days each year. If a holiday falls on a weekend, the holiday will either be observed on the Friday before (for a Saturday holiday) or the Monday after (for a Sunday holiday).

Human Resources will release a schedule of all company holidays and observed days prior to January 1st of each calendar year.

Floating Holiday

All employees will be given one additional floating holiday at the beginning of each calendar year. For new hires, the floating holiday is available for use after 90 days of employment. For full-time employees, holiday pay is offered at an employee's regular hourly rate for an 8-hour workday. For part-time employees, holiday pay is offered at an employee's regular hourly rate for a 4-hour workday.

Use & Approval

Employees may use their floating holiday for a religious or cultural holiday, their own birthday, anniversary, or other state or federal holiday.

Employees must submit a time off request through Insa's payroll system and must specify the event for which they are requesting to use their floating holiday. Requests are subject to supervisor approval, and employees must adhere to the Insa Attendance Policy and the Vacation Blackout Periods when requesting to use this time.

Holidays may not be carried over to the next calendar year, and they may not be cashed out if unused. Holidays are not paid out upon termination of employment.

Essential Personnel

While departments may be closed holidays, some employees will be asked to work a limited schedule to fulfill certain continuous operation requirements, including plant watering or security. These employees are defined as "Essential Personnel" and will receive their holiday pay in addition to payment for all hours worked, including premium pay on those hours if applicable.

Premium Pay

All Retail employees and/or Essential Personnel will receive time and a half (1.5x an employee's regular hourly rate) for all hours worked on the Company holidays below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas

Massachusetts Only

Work on the above holidays days remains voluntary for Retail. "Voluntariness" means that employees will not be required by Insa to work on these holidays and may not be disciplined or retaliated against for refusal to work on these days.

A 2018 law made changes to the state premium pay rates for certain holidays. In 2022, the premium pay rate for the holidays below will be 1.1x an employee's regular hourly rate. In 2022, all Retail employees and/or Essential Personnel will receive 1.1x their regular hourly rate for all hours worked on the holidays below. In 2023, the premium pay will be eliminated for these holidays.

Juneteenth Independence Day
Columbus Day
Veterans Day

3.06 – EMPLOYMENT CATEGORIES

A **"Full-time"** employee is regularly scheduled to work at least 30 hours per week.

A **"Part-time"** employee is regularly scheduled to work less than 30 hours per week.

Most Insa positions are full-time, with 40-hour per week work schedules. Some departments may allow for part-time schedules in accordance with the operational needs of the business. Employees who are offered full-time positions are expected to fulfill their 40-hour work week, with certain exceptions, such as time off or because of an accommodation arranged through Human Resources. The 30-hour thresholds above are for the purposes of compliance with the Affordable Care Act.

"Non-exempt" employees are entitled to an hourly minimum wage set by the state. A non-exempt employee who works more than 40 hours in one work week is entitled to overtime pay at one and a half times their regular rate, in accordance with the Fair Labor Standards Act (FLSA).

"Exempt" professional, managerial, or administrative employees are paid a weekly minimum salary and are exempt from overtime under the FLSA. These employees must meet all the duties and responsibilities under the Act in order to qualify for an exemption. Employment status will be determined by Human Resources.

3.07 – TRAVEL AND EXPENSE REIMBURSEMENT

Purpose
Insa recognizes that its employees incur various types of expenses as they perform tasks and duties which support the operations of the Company and further its mission. This policy is to ensure that employees who incur valid business expenses are reimbursed in a fair and equitable manner; that business expenses are reported, recorded, and reimbursed in a consistent manner

throughout the Company; and that Insa complies with all applicable federal and state regulations.

Scope

This policy applies to all employees who incur approved expenses in service of the Company.

Procedures

All requests for reimbursements, other than mileage, are required to have an accompanying receipt. Receipts can be submitted using an Expense Reimbursement Form, which is provided by the Finance department.

All travel expense reports must be submitted by the 5th calendar day of the month following the month that the expenses were incurred. Should the report not be submitted by the provided deadline, reimbursement will not be issued until the following month. Reimbursement will not be issued for expenses submitted beyond 90 days from the date they have been incurred. End of year expenses must be submitted no later than January 31st of the following calendar year.

Mileage

Insa reimburses employees for mileage when using their own vehicles, for approved business-related reasons, and in accordance with the IRS-approved rate per mile, which is assessed annually.

Employees will not be reimbursed for their commute to their Insa Home Location from their homes, or from Insa Home Locations to their homes.

Employees will be reimbursed for travel once their scheduled workday begins, less their normal daily commute distance, to other sites and locations for which work has been assigned.

Reimbursement will be in the form of a rate per mile. This rate is calculated starting from the Insa site employee is scheduled to work at that day and ending at other sites in which they perform work.

Gas

Insa will not reimburse employees for gas purchases. The IRS standard mileage rate is calculated to include the cost of gas as well as wear and tear on a vehicle.

Air Transportation

Coach class or any discounted class airfare should be used in the interest of economy, but employees may select the airline of their choice and select the most convenient flight time. All airfare purchases must be authorized in advance. Insa will cover the cost of up to 1 checked bag, 1 carry-on bag, (if incurring a charge) and associated airline fees. An exception to this rule is if an employee is asked to bring additional equipment for work purposes.

Rental Cars

Insa will reimburse employees for the cost of a rental vehicle, including gas. Employees must save all gas receipts to receive reimbursement.

Employees may NOT purchase supplemental rental car insurance beyond what is required by the rental Company, as any damages are covered under Insa's liability policy.

Overnight Business Travel

Hotel accommodation will be offered for business travel depending on distance, event timing, and number of days attending. Insa will reimburse employees for necessary and reasonable overnight accommodation; therefore, it is the employee's responsibility to source accommodation that is both convenient and cost sensitive.

Parking / Tolls

Parking and toll expenses, including charges for hotel parking, that are incurred by employees traveling for Insa business will be reimbursed. The costs of parking tickets, fines, car washes, valet service, etc., are the responsibility of the employee and will not be reimbursed.

Business Meals

Employees attending events, conferences, trainings, or networking opportunities on behalf of Insa will be reimbursed for the amount that they incur for the cost of a meal. Employees may be reimbursed up to a total of these amounts for the following meals:

- $15.00 per day for breakfast
- $20.00 per day for lunch
- $25.00 per day for dinner

Reimbursements are not offered for alcoholic beverages, unless in special circumstances authorized by the Executive Team, such as Company social events. Itemized receipts are required for all meal reimbursements.

Entertainment

Insa will not reimburse for entertainment expenses, including, but not limited to movies, theatre tickets, and club entry fees.

Special Circumstances

Occasionally, managers or executives may be asked to meet with and/or entertain investors, vendors, or other business contacts. In this case, those employees should reference Insa's Company Credit Card policy.

Traveling Positions

Some Insa positions, such as sales positions, may require regular travel. In this case, an employee's home is considered their Insa Home Location, and as such, any mileage reimbursement is calculated to and from this site.

Compensation for Travel

Employees will be compensated for travel time in accordance with applicable state and federal laws.

3.08 – EMPLOYEE PURCHASES & DISCOUNTS

Insa offers a generous employee discount whenever possible, in accordance with applicable state and federal laws. Employee discount information is provided during New Hire Orientation.

The employee discount is intended for personal consumption only and not for resale. Employees must be cognizant of and ensure they follow all state cannabis regulations.

Insa reserves the right to exclude items from the employee discount program and to place limits on the application of the discount based on availability.

Insa employees may not cut lines or receive preferential treatment when making medical and/or recreational retail purchases. When making a personal purchase on a workday, employees must:

1. Order in advance online while off the clock, pay while on their meal break or at the end of their shift, and store their purchase in their personal vehicle, or
2. Wait in the regular retail line at the end of their shift

Employees may not keep purchased products in the building.

Employees who are making purchases on a scheduled day off must follow the same procedures as a regular patron.

All Insa employees must be patient and professional when waiting or being served as additional steps for employee purchases must be taken to ensure compliance. Employee purchases may only be facilitated by a member of the Retail leadership team. Facilitation by associates is strictly prohibited.

Any abuse of this policy may result in the application of Insa's Progressive Discipline Policy and/or discount privileges being rescinded.

3.09 – BENEFITS PACKAGE

Insa offers a generous Company-sponsored benefits package. A general overview of all plan options is given during New Hire Orientation.

The types of employee benefits offered by Insa, the eligibility requirements for those benefit programs, and/or any applicable waiting period may change from time-to-time. An electronic copy of Insa's current Benefit Guide and other important plan documents are available in the Company's payroll system and electronic benefits enrollment platform. For additional information or assistance with Insa's employee benefits programs, please contact Human Resources.

3.10 – COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Insa employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Employees may contact Human Resources to learn more about their COBRA rights.

CHAPTER 4 – SAFETY & COMPLIANCE

Safety and compliance are of paramount importance for all Insa operations. Employees are encouraged to familiarize themselves with this section and reach out to their supervisor, Human Resources, EHS Manager or the Compliance team with any questions. This section may change frequently in response to regulatory developments. Any changes to compliance policies and procedures may be communicated to employees in writing, verbally in department meetings, and/or through training modules if applicable.

4.00 – RESTRICTED ACCESS AND VISITOR PROCEDURES

Depending on state-specific cannabis regulations, Insa facilities and/or specific work areas may be restricted from access to visitors, or the regulations may stipulate that those visitors must be escorted. Insa employees may be restricted from accessing certain areas based on their state and license type. Insa employees are responsible for being aware of these restrictions and can refer to their state's Restricted Access Policy for the appropriate procedures.

4.01 – INSA SAFETY AND EMERGENCY PROCEDURES MANUAL

Each Insa location has a Safety and Emergency Procedures Manual, which is updated on an annual basis by the Asset Protection and Compliance teams. This manual contains emergency and evacuation procedures and describes Insa's internal alert system. The Safety and Emergency Procedures manual is covered during an employee's New Hire Orientation with Asset Protection.

4.02 – CLEAR BAG POLICY

All Insa employees, when entering a Limited Access Area, must carry their belongings in a clear bag. Employees may keep sensitive personal items such as medication inside a small opaque bag within their clear bag.

4.03 VIDEO CAMERAS

Given applicable regulatory requirements and to enhance patient, customer, and employee safety, video cameras are positioned at several locations inside of our operations and dispensaries. Cameras are not located within restrooms. These video cameras are monitored intermittently by both Insa and various regulatory agencies and provide recorded video surveillance. All employees understand that their actions may be monitored and/or recorded by these cameras.

4.04 INSPECTION OF PERSONAL AND COMPANY PROPERTY

Under certain circumstances, Insa also reserves the right to inspect your personal property (e.g., toolboxes, lunch boxes, purses, briefcases) during the workday and/or as you leave the Insa worksites. This policy also applies to any employee engaged in Insa's operations, whether or not in the office, along with packages or other items that the employee may be carrying. Refusal to allow inspection may lead to disciplinary action, up to and including the separation of employment.

4.05 – BACKGROUND CHECK POLICY

All Insa employees are subject to a background check as a condition of employment, in accordance with applicable state and federal laws. Depending on the state in which an employee works, background checks may be conducted upon hire and/or annually.

Recordkeeping

Human Resources is responsible for conducting background checks and maintaining all related records in accordance with Insa's standard operation procedures and in compliance with all applicable state and federal laws. Access to such records is confidential, and access to the information is limited to those individuals who have a "need to know." Insa also reserves the right to provide relevant information to out-of-state agencies for the express purpose of obtaining licenses in those states, in compliance with the applicable state licensing laws and regulations of those states, and with consent to such dissemination if applicable.

Internal Review

If the results of the background check reveal information that may affect employment, the Company, prior to initiating any adverse employment action, will inform the applicant or employee of the information so that they can verify accuracy, provide them with all applicable documentation related to their rights, and may request additional information regarding the circumstances in accordance with applicable laws.

Insa will review the circumstances surrounding the offenses and will take factors into consideration when determining a course of action, including the nature of the circumstances, the time since the offense and the age of the individual at the time, the relationship to the work performed, and evidence of rehabilitation. In certain circumstances, the governing entity of the state may supersede Insa's authority to make an employment decision. Insa will inform all employees and candidates of any adverse hiring decisions in writing.

4.06 – WORKERS' COMPENSATION & SAFETY

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If employees are injured on the job while working at Insa, no matter how slightly, they are responsible for reporting the incident immediately to their supervisor and completing an incident report. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize their claim for benefits.

Employees may be required to submit a medical release before returning to work and must communicate with Human Resources. Human Resources is responsible for submitting and managing all worker's compensation claims.

Insa encourages employees to utilize the safety concern/suggestion reporting system to report any unsafe condition or practice or to provide a safety suggestion. Employees may obtain this form from their supervisor. All forms will be reviewed by the manager and the Director of Environmental Health & Safety in order to formulate an action plan if applicable.

4.07 – WORKPLACE VIOLENCE PREVENTION

Purpose

Insa is concerned about the well-being and personal safety of its employees and anyone doing business with the Company. Acts of or threats of violence, whether clearly expressed or implied toward individuals in the workplace, are prohibited and will not be tolerated. This policy defines prohibited conduct and general procedures and potential responsive steps in the unfortunate event that workplace violence occurs despite these preventive measures.

Scope

This policy applies to everyone employed by Insa. Additionally, we do not tolerate violence against employees by non-employees, (e.g. guests, vendors, or customers) nor do we tolerate violence against non-employees by employees. This policy applies to conduct at an employee's normal worksite, at office parties, off-site meetings, and other work-related events. Furthermore, threats of violence between employees that occurs via text messages, video, voicemail, email, social media, graphics, downloaded material, websites, or other forms of digital communication is in violation of this policy.

Definitions

Workplace violence is any conduct that is severe, offensive or intimidating enough to make an individual reasonably fear for their personal safety or the safety of family, friends or property. Examples of conduct that may be considered an act of or threat of violence under this policy include, but are not limited to:

- Fighting or “horseplay,” which causes physical injury to another person or other conduct that may be dangerous to others
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress
- Conduct that threatens, intimidates or coerces another employee, customer, vendor, etc. in a manner that would make the individual feel unsafe
- Use of Insa resources to threaten, stalk or harass anyone at or outside the workplace
- Intentionally damaging employer property or property of another employee, customer, vendor, etc.
- Possession of a weapon while on Company property or while on Company business. Weapons may include, but not be limited to any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns; knives (and other similar instruments) other than small utility knives present in the workplace for approved work purposes or for the specific purpose of food preparation and service; any switch-blade knife; brass knuckles, metal knuckles, and similar weapons; bows, cross-bows and arrows; explosives and explosive devices, including fireworks, ammunition and/or incendiary devices; throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon; self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; any object that has been modified to serve as, or has been employed as, a dangerous weapon.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to an employee’s supervisor. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Investigations and Enforcement

Insa will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Insa will not retaliate against employees making good-faith reports of violence, threats, or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, Insa may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

4.08 – WHISTLEBLOWER PROTECTIONS

For the purposes of this policy, a **"whistleblower"** is an employee of Insa who reports an activity that they consider to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include:

1. Violations of federal, state, or local laws
2. Billing for services not performed or for goods not delivered
3. Other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, they should contact their immediate supervisor, Human Resources, or the Compliance Department. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas – confidentiality, and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed in order to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, or threats of physical harm. Any whistleblower who believes they are being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Human Resources and Compliance are responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact Human Resources.

4.09 – INCLEMENT WEATHER

Unless there is a state of emergency, all Insa locations will be open during inclement weather. On occasion, Insa locations may open late or close early.

Insa will communicate any closures, late opens, or early closes via Company email. All employees will be notified no later than 2 hours before the start of their scheduled shift.

Insa takes the safety of our employees very seriously, and will not penalize employees who are tardy, leave early, or choose to call out due to inclement weather. Retail employees who live within a 5 to 10-mile radius will be asked to volunteer as designated inclement weather workers to offer coverage for those who live further away.

4.10 – DISTRACTED DRIVING POLICY

Insa is committed to maintaining a safe, healthy and efficient working environment for our employees. This extends to traveling while on Company business. Distracted driving is a serious safety risk, not only to the driver, but also to other occupants in the vehicle, other vehicles on the road, and to pedestrians.

In order to reduce the risks associated with distracted driving, certain conduct is prohibited while driving a Company-owned motor vehicle or while driving a personal vehicle while on Company business, including:

1. Using cell phones (not including Bluetooth)
2. Operating laptops, tablets, or other personal mobile devices
3. Reading maps or any type of document, whether printed or electronic

Drivers must pull over safely to the side of the road or another safe location before checking messages, returning calls, text messaging, emailing, reading maps for directions, or programming/resetting GPS devices.

A violation of this policy may subject the employee to disciplinary action, up to and including termination of employment.

CHAPTER 5 – TIME AWAY FROM WORK

Insa appreciates the value of time away from work and strives to provide generous options for all employees. This policy describes the details of different kinds of time off, paid, and unpaid, and how they interact and intersect. We encourage employees to contact Human Resources if they have any questions or concerns about the information outlined below.

5.00 – SICK TIME

Eligibility

All Insa employees are eligible for sick time and will receive a balance of 40 hours as a deposit into their bank on January 1st of each calendar year, unless they are in their first 90 days of employment, in which case they will receive a deposit in accordance with the schedule below. Employees are eligible to begin using sick time on their 90th day of employment.

Month of Hire	Hours Earned	Month of Hire	Hours Earned	Month of Hire	Hours Earned
January	40	May	40	September	20
February	40	June	35	October	N/A
March	40	July	30	November	N/A
April	40	August	25	December	N/A

Rollover

Sick time does not roll over at the end of the year and a new bank of sick time is awarded at the beginning of each calendar year.

Rehires

An employee who leaves and then returns to employment with Insa will be eligible to use their previously earned sick time upon completion of their new hire waiting period after rehire provided that they have been gone for less than 12 months.

Use of Sick Time

An employee is eligible to use their sick time for:

1. The care of their child, spouse, parent, or parent of a spouse who is suffering from an illness or injury that requires home care, professional medical care, or preventative medical care
2. The care of their own physical or mental illness, injury, or medical condition that requires home care, professional medical care, or preventative medical care
3. The attendance of a routine medical appointment for themselves, their child, spouse, parent, or parent of spouse

4. To address the psychological, physical, or legal effects of domestic violence; or
5. For travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

The smallest amount of total sick time a non-exempt employee may use is one (1) hour. For any time taken that exceeds one hour, sick time will be applied in accordance with the smallest increment of time our payroll software tracks (1 minute).

Exempt employees may use available sick for qualifying full-day absences. For the purposes of this policy, exempt employees will be assumed to work 40 hours per week, and a full day is assumed to be 8 hours or 10 hours, depending on whether that employee works a 4 or 5-day schedule.

Insa will not pay out sick time upon termination of employment.

Notification

If an employee needs to be absent, to be late or to leave work early, for purposes that are permissible under the policy, the employee must give advance notice to their supervisor, except in an emergency. Employees must email their supervisor to call out and put in a request through the payroll system for application of available sick time. Disclosure of the medical diagnosis or the specific nature of the illness is not required.

With the exception of emergent or unforeseeable circumstances (e.g., immediate illness or vehicle accidents) employees are required to provide at least 7 days' notice to use sick time.

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide up to seven (7) days' advance notice, unless the employee learns of the need to use sick time within a shorter period of time. If the absence is not foreseeable, the employee must provide notice to their supervisor at least 2 hours before the start of the employee's shift. If 2 hours' notice is not reasonable due to an accident or sudden illness, notice must be provided as soon as practicable. If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice of continuing absence on a daily basis, to both their supervisor and Human Resources, unless the circumstances make such notice unreasonable.

Documentation

Written documentation for the need to use sick time may be requested as verification when:

1. The employee has been out for more than 3 consecutively scheduled workdays
2. The absence using sick time occurs within 2 weeks prior to the employee's final scheduled day of work prior to termination, or
3. An employee has reached 4 unforeseeable and unverified absences within a 3-month period.

Written documentation that may be required can include:

1. Signed documentation from a medical healthcare provider
2. A signed form from the employee in the event they are not covered under health insurance

All documentation should be submitted directly to Human Resources to ensure confidentiality.

Absent good cause, employees must submit requested documentation within 7 days of taking sick time. Should an employee fail to provide requested documentation within the 7-day period, Insa reserves the right to deduct the amount of sick time paid from the next payroll as overpayment.

Discipline

Usage of sick time for qualifying reasons under this policy is voluntary and employees may use their sick time for qualified purposes without repercussions from Insa. In the event the employee exhausts their available 40 hours of sick time during a benefit year, if they do not elect to use the time for a qualified purpose, or if their absence is not covered under the qualified purposes within this policy, the Insa Attendance Policy will take effect.

Employees may not use sick time if they are not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift. Sick time cannot be used as an excuse to be late for work without an authorized purpose. Should an employee maintain a pattern of using sick time on days just before or after a weekend, vacation, or holiday, without appropriate verification, Insa may discipline for misuse of sick time.

5.01 – VACATION

Vacation is accrued in a separate bank of hours from sick time. All scheduled vacations are subject to supervisory approval.

Eligibility

New employees begin accruing vacation on their first day of hire and are able to start using it after 90 days of employment.

The rate at which an employee accrues vacation time is based on the level of their position and their years of service. (The level of a position is determined by the job description, see appendix for list of job/ levels). The year of service is measured from the employee's first day of work.

Vacation accrues each biweekly pay period and is deposited into an employee's vacation bank on pay day (Friday). Employees may check their vacation balance through Insa's payroll system and it is also printed on their biweekly pay stubs.

	Weeks/Year and Accrual Rate/Hour				
Years of Service	Level 1	Level 2	Level 3	Level 4	Level 5
<1 year	1 week	1.5 weeks	2 weeks	3 weeks	4 weeks
1 – 3 years	1.5 weeks	2 weeks	2.5 weeks	3.5 weeks	4.5 weeks
3 – 5 years	2 weeks	2.5 weeks	3 weeks	4 weeks	5 weeks
5 + years	2.5 weeks	3 weeks	3.5 weeks	4.5 weeks	5.5 weeks

Levels

Employees who have questions about their accrual level should reach out to Human Resources. Most associate positions are in Level 1. Most lead positions are in Level 2. Level 3 includes management positions and Level 5 includes more senior management such as Directors and C-Suite.

**The amounts earned above are based on an assumed 40 hours worked per week. Employees who work less than 40 hours per week will accrue less time over the course of a year but will still accrue at the same rate as the chart above. Employees who work more than 40 hours per week will accrue more time over the course of a year but will still accrue at the same rate as the chart above. For the purposes of this policy, exempt employees are assumed to work a 40-hour work week.*

Rollover

On an employee's anniversary date (1 year from their first day of employment), any employee with an unused balance of vacation may carry over up to one week (40 hours) of vacation from the previous benefit year.

Use of Vacation

Employees must use the time off request and callout procedures outlined in the Insa Attendance Policy below. Supervisors will make every effort to accommodate planned absences whenever possible. However, operational needs may prevent a supervisor from granting all requests. Requests will be granted on a first-come, first-served basis. Failing to request time off within the required timeframe (7 days' notice) may result in the request being denied.

Non-exempt employees may elect to use any available vacation for planned and unplanned absences, tardiness, and leaving early. The smallest amount of total vacation a non-exempt employee may use is one (1) hour. For any time taken that exceeds one hour, vacation will be applied in accordance with the smallest increment of time our payroll software tracks (1 minute).

Exempt employees may use available vacation for qualifying full-day absences. Exempt employees do not need to use vacation for days in which they perform work. For the purposes of this policy, a full day is assumed to be 8 hours or 10 hours, depending on whether that employee works a 4 or 5-day schedule.

Vacation is paid at the employee's regular hourly rate or salary. Employees who use vacation will be paid according to their normal rate. Employees who receive different pay rates for hourly work will be compensated at the rate they would have been paid for the hours they were absent.

Vacation Blackout Periods

Vacation Blackout Periods occur during certain high-volume times of year. During a Blackout Period, only a very limited number of employees within the same department will be approved to take vacation for a reason other than a qualified reason under applicable state or federal laws. Insa will provide employees with modified or additional Blackout Periods, as business needs require, as soon as possible. In the event that a new license begins operations, Insa will inform employees of the opening date as soon as possible.

All Departments
First four (4) weeks after beginning operations under a new license.

Retail Blackout Dates
4/14 – 4/21
7/7 – 7/11
10/14 – 10/31 (Salem only)
11/21 – 11/27
12/19 – 12/26
12/29 – 1/1

Interaction with Other Leave Types
Employees may choose to apply sick time and/or vacation in lieu of taking unpaid leave taken under other applicable Insa policies as well as under local, state or federal laws.

Vacation accrues based on hours worked only. Employees who are out of work on a leave of absence will not continue to accrue vacation.

Vacation at Termination
All earned, unused vacation is paid out upon termination of employment. Payment of accrued, unused vacation will be paid on the next normal Company-wide payday following an employee's last day in the event an employee voluntarily resigns, and on the final day of employment if Insa terminates an employee involuntarily.

5.02 – INSA ATTENDANCE POLICY

Regular attendance and punctuality are essential for the smooth operation of the Company. Employees are expected to report to work on time for all hours scheduled and to work up to the end of their shift. Insa understands that all employees lead busy lives, and we strive to provide a reasonable work/life balance. We consider the following policy to be fair and equitable for all employees.

Definitions

Absence: the failure of an employee to report for work when the employee is scheduled to work.

Excused Absence: An absence is excused when an employee provides a written (via email and the payroll portal) time off request to their supervisor, at least 7 days in advance of the time taken, and the supervisor approves the request. Retail employees should give as much notice as possible due to the fact that the department schedule is released several weeks in advance.

Supervisors will make every effort to accommodate planned absences whenever possible. However, operational needs may prevent a supervisor from granting all requests in the event that multiple employees plan to be absent. Requests will be granted on a first-come, first-served basis.

Unexcused Absence: Unexcused absences occur when an employee fails to request time off in advance and is not present for work when scheduled, unless using sick time in accordance with the policy or taking other leave under applicable laws.

Unexcused absences, unless covered under applicable law, will be considered one (1) Occurrence. A second day of unexcused absence is considered a second Occurrence, and so on. If, however, a physician releases the employee from work in writing and the employee has insufficient sick time to cover the absence, the entire time of absence is only counted as one (1) Occurrence. Unexcused tardiness or unplanned early departure will be considered one half (1/2) Occurrence.

Based on the number of Occurrences in a calendar year, and subject to the provisions above, an employee may be subject to disciplinary action under the following guidelines:

- Three (3) Occurrences may result in a documented discussion
- Four (4) Occurrences may result in an initial written warning
- Five (5) Occurrences may result in a secondary/final written warning
- Six (6) Occurrences may result in termination of employment

Failure to report one's absence within the above guidelines will be regarded as a no call/no show.

No call/no show

A no call/no show occurs when an employee does not report to work and does not notify the supervisor of their absence within the required timeframes within this policy. Due to the extreme burden that a no call/no show can pose to the Company, its disciplinary process is as follows:

The first instance of a no call/no show may result in a **final written warning**.

The second, separate instance may result in termination of employment with no additional disciplinary steps.

If an employee has already begun the discipline process for attendance when a no call/no show occurs, the disciplinary process may be accelerated to the final step: termination.

Any employee who fails to call in and/or report to work for two (2) consecutively scheduled work days and is unreachable is **voluntarily** resigning and terminating their employment, except in certain cases falling under Insa's sick time policy or other applicable law.

Tardiness & Early Departure

Tardiness occurs when an employee is not present and ready to begin working at their workstation at their scheduled time. Tardiness also occurs when an employee leaves work before the end of their scheduled shift unexpectedly (early departure).

If an employee arrives late or leaves early, they may delay or disrupt schedules that have been carefully prepared to help the Company run smoothly. Tardiness or early departure may result in the employee receiving one half (1/2) Occurrence in accordance with the chart above.

Excessive unexcused absences, tardiness, or early departure during an employee's initial 90 days may result in Insa's decision to terminate employment.

5.03 – JURY DUTY

If an employee is called to serve for jury duty, Insa will allow the employee time off to fulfill this civic requirement. The employee must notify their immediate supervisor as well as Human Resources as soon as they are summoned in order that appropriate schedule and duty changes may be made. An employee will not be required to work past midnight on the eve of their jury service.

Insa will pay for jury service in accordance with state and federal laws. Employees must submit documentation to Human Resources in order to be compensated for this time.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

5.04 – LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Insa provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, employees must:

- Have worked for the Company for at least 12 months, although it need not be consecutive
- Have worked at least 1,250 hours in the last 12 months, and
- Be employed at a worksite that has 50 or more employees within 75 miles

Leave Entitlement

Employees may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth)
- The placement of a child with the employee for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement)
- To care for a spouse, child, or parent with a serious health condition
- To care for their own serious health condition, which makes them unable to perform any of the essential functions of their position, or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty)

The 12-month period is measured forward from the first date they take leave.

Employees may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that they take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

Definitions

"Spouse" means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.

"Child" means a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis; who is either under age 18 or age 18 or older and incapable of

self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.

"Parent" means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when they were a child.

"Next of kin" for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as their caregiver, that individual will be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If employees have any questions about the types of conditions that may qualify, they should contact Human Resources.

"Health care provider" means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

"Qualifying exigencies" for military exigency leave include:

- Short-notice call-ups/deployments of seven days or less (**Note:** leave for this exigency is available for up to seven days beginning the date of call-up notice)
- Attending official ceremonies, programs, or military events
- Special childcare needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings
- Making financial and legal arrangements
- Attending counseling sessions for yourself, the military service member, or the military service members' child, who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability
- Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event)
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty

- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility) and
- Other exigencies that arise that are agreed to by both the Company and you

"Serious injury/illness" incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of their need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if they are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, employees must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits their needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If employees are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. They may obtain Medical Certification forms from Human Resources. When they request leave, the Company will notify them of the requirement for medical certification and when it is due (at least 15 days after you request leave). If they provide at least 30 days' notice of medical leave, employees should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered

military member's health care provider if the employee is requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established by Insa's Attendance Policy for giving notice of absence from work must be followed.

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours they work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce an employee's salary based on the amount of time actually worked. In addition, while they are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer them to an available alternative position that better accommodates their leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child can be taken in a single block or on an intermittent basis under certain circumstances. Parental leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If employees are taking parental, family care, military exigency, and/or military care leave, they may utilize available sick time and vacation during this leave. If they are receiving workers' compensation benefits during a personal medical leave, they will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If employees take leave because of their own serious health condition (except if they are taking intermittent leave), they are required, as are all employees returning from other types of medical leave, to provide medical certification that they are fit to resume work. Employees will not be permitted to resume work until it is provided.

Health Insurance

Employees' health insurance coverage will be maintained by the Company during leave on the same basis as if they were still working. They must continue to make timely payments of their share of the premiums for such coverage. Payment must be directed to the Finance department. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, employees will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

Reinstatement

Upon returning to work at the end of leave, employees will generally be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before the leave was taken.

Spouse Aggregation

If an employee and their spouse are both employed by the Company, the total number of weeks to which both are entitled to in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for their own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If employees fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, they will be deemed to have voluntarily terminated their employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, employees may not work or be gainfully employed either for themselves or others unless express, written permission to perform such outside work has been granted by the Company. If they are on a leave of absence and are found to be working elsewhere without permission, they may be subject to disciplinary action up to and including termination.

Abuse of Leave

If employees are found to have provided a false reason for a leave, they may be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

5.05 – PARENTAL LEAVE

Insa offers full-time employees up to eight (8) weeks of unpaid parental leave for the purpose of:

1. Giving birth
2. Adopting a child under the age of eighteen
3. Adopting a child under the age of twenty-three if the child is mentally or physically disabled, or
4. The placement of a child under the age of eighteen, if the employee complies with the following conditions:
    a. The employee has been employed for at least three consecutive months as "full-time" and
    b. The employee gives two weeks' notice of the expected departure date and notice that they intend to return to the job or provides notice as soon as practicable if the delay is for reasons beyond the employee's control.

If eligible, FMLA leave runs concurrently with parental leave.

Employees who utilize the parental leave policy are entitled to return to the same or a similar position without loss of employment benefits for which they were eligible on the date of the leave, if they returns to regular employment upon completion of the parental leave within eight (8) weeks. The guarantee of a same or similar position may be subject to certain exceptions under applicable laws.

Employees may elect to use sick time and/or vacation time during parental leave.

Any two (2) employees are only entitled to eight (8) weeks of parental leave in the aggregate for the birth, adoption or placement of the same child.

5.06 - DOMESTIC VIOLENCE LEAVE ACT

Insa provides up to fifteen (15) days of unpaid leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and to certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury; or addressing other issues directly related to the abusive behavior against the victim or family member of the victim.

Employees may take domestic violence leave if they are a victim of abusive behavior, or due to the abuse of a covered family member, including their spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Employees must provide advance notice of their need for leave whenever possible; however, this requirement does not apply if they or a covered family member faces imminent danger to they or their family member's health or safety. Should they be unable to provide advance notice based on a risk of imminent danger, they must notify their supervisor and Human Resources within three business days that the time off was related to domestic violence. Should the employee be unable to notify the Company, a family member, counselor, clergy, or assisting professional may do so on their behalf.

The Company may require documentation supporting the employee's claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, they may also submit their own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of their last date of absence.

While the leave may not be paid, employees may use available earned time off and are entitled to return to the same or a substantially equivalent position once the leave has ended. Employees will not be terminated, retaliated against, or receive a reduction in benefits based on their use of domestic violence leave.

The Company will keep all information related to the employee's leave confidential and will not disclose the information, except as requested or consented to in writing by the employee, ordered by a court, required by applicable federal or state law, required in the court of a law enforcement investigation, or otherwise as necessary to protect the safety of the employee or others employed at the Company.

5.07 - TIME OFF TO VOTE

Insa encourages all employees to vote. Since election polls are open for lengthy periods of any given voting day, employees should be able to vote outside of working hours. However, if an employee is not able to vote outside of working hours, they may request time off to vote during the workday. The time when employees can go to vote will be at the discretion of their supervisor, consistent with applicable legal requirements. Employees may use vacation to cover the time if available, otherwise the time off is unpaid.

5.08 – BEREAVEMENT LEAVE

Eligibility

All Insa employees are eligible for paid bereavement after 90 days of employment. Insa will grant up to three (3) paid bereavement days per calendar year for employees to attend funerals and make necessary arrangements for immediate family. Insa will grant one (1) of those three paid bereavement days for other losses (non-immediate family or others). "Immediate family" includes parents, parents-in-law, grandparents, siblings, children, grandchildren, spouses/domestic partners. This also includes step-relationships.

Procedure

Employees must notify their supervisor and Human Resources as soon as possible if requesting to use bereavement pay and must submit a request through the payroll system. Employees may use a maximum of three days per calendar year. Human Resources may request documentation to support the need for bereavement pay. Bereavement is not paid out upon termination of employment, nor may employees be cashed out in lieu of taking leave.

5.09 – MILITARY LEAVE (USERRA)

Insa complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

Employee Handbook
Acknowledgment of Receipt

This Employee Handbook has been prepared for your information and understanding of the policies, philosophies, practices, and benefits of Insa (the "Company"). PLEASE READ IT CAREFULLY. Upon completion of your review of this handbook, please sign the statement below.

I, _____, [employee name] have received and read a copy of Insa's Employee Handbook, which outlines the goals, policies, benefits, and expectations of Insa, as well as my responsibilities as an employee.

I have familiarized myself, at least generally, with the contents of this handbook. By my signature below, I acknowledge, understand, accept, and agree to comply with the information contained in the Employee Handbook provided to me by Insa. I understand that this handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits, and expectations of Insa.

Insa reserves the right to modify, revoke, suspend, terminate, or change any or all such policies and procedures, in whole or in part, at any time, without notice. The language used in this document is not intended to create, nor is it construed to create a contract between Insa and any of its employees. Nothing in this handbook shall be construed to give any person the right to be retained in the employ of Insa or otherwise limit Insa's right to deal with its employees as it deems appropriate.

I understand that Insa's Employee Handbook is not a contract of employment and should not be deemed as such. Except if I am subject to a special written contract with the Company that provides otherwise, I understand that I am an employee at-will, which means that either I or Insa may end my employment for any reason and at any time.

_____

Employee Signature

_____

Today's Date

STATE ADDENDUM - MASSACHUSETTS

This Addendum sets forth policies that are specifically applicable to Insa employees working in Massachusetts. To the extent that a policy is outlined in this Addendum, the Addendum policy is intended to either supplement or supersede the policy as listed in the Insa Employee Handbook. Therefore, if a policy in the Employee Handbook conflicts with a policy in this addendum, Massachusetts employees should follow the Addendum policy.

Nothing in this Addendum may be construed as creating any contractual or other rights regarding a leave of absence, benefits during a leave of absence, reinstatement following a leave of absence, etc. For information about such matters, refer to the applicable provisions of the Insa Employee Handbook. Further, nothing contained in this Addendum alters or changes the "at-will" status of your employment.

MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE ACT ("PFMLA")

Purpose

The purpose of this policy is to define the provisions of the Massachusetts Paid Family and Medical Leave Act ("PFMLA") and to define the process by which employees may use this leave.

Eligibility

The Company provides leave in accordance with the Massachusetts Paid Family and Medical Leave Act ("PFMLA"). Paid Family and Medical Leave ("PFML") benefits may be available to employees, contract workers, and former employees. Individuals may take up to 12, 20, or 26 weeks of leave per benefit year 12-month period. This 12-month period is measured forward beginning on the Sunday immediately preceding the first day of leave and continues for the 52-week period measured forward from this date. To qualify for PFML leave, individuals must be employed in Massachusetts and must have earned at least $5,400 during the last four (4) completed calendar quarters and 30 times the weekly eligible benefit amount they are eligible to collect. Leaves taken under the PFML run concurrently with other leaves provided by the Company and that may be available by federal and/or state law.

Definitions

"Family member" means an employee's spouse, domestic partner, child, parent, or parent of a spouse or domestic partner; a person who stood in loco parentis to the employee when they were a minor child; or their grandchild, grandparent, or sibling.

"Covered service member" means a member of the armed forces, including a member of the National Guard or Reserves, who is:

- Undergoing medical treatment, recuperation, or therapy
- Otherwise in outpatient status, or
- Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces, or
- A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:
    - A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces, or
    - A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a health care provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

Leave Entitlements

Beginning January 1, 2021, eligible employees may take up to 26 total weeks total of PFML leave.

- Up to 12 weeks of paid family leave in a leave year:
    - For the birth, adoption, or foster care placement of a child, or
    - Due to a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes the employee to be unable to perform the functions of their position
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service

Beginning July 1, 2021, eligible employees may also take up to 12 weeks of paid family leave in a leave year to care for a family member with a serious health condition.

State Benefits and Claims Process

PFML leave is unpaid by the Company unless the employee chooses to use available paid time off during the leave period. Eligibility through the PFMLA program is determined by the Massachusetts Department of Family and Medical Leave ("DFML").

To obtain PFML benefits, employees must file an application for benefits with the Massachusetts Department of Family and Medical Leave. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website. Employees should be notified by the DFML of the approval or denial of their application within 14 calendar days.

If granted leave under the PFMLA, employees will be entitled to 80% of their average weekly wage that is equal to or less than 50% or the state average weekly wage and 50% of their weekly wage that is more than 50% or the state weekly wage up to a maximum weekly benefit of $850.

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven (7) calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the waiting period will be seven (7) consecutive calendar days, not the total accumulation of seven (7) days of leave.

Notice to the Company

Employees must provide notice to Human Resources prior to filing an application for benefits with the DFML. Where the need for leave is foreseeable at least 30 days in advance, employees must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, employees must give notice as soon as practical under the circumstances.

In addition, if employees are seeking an intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, they must consult with the Company in advance of their application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of their health care provider. Employees taking intermittent leave must comply with the Company's normal callout procedures unless their condition precludes them from doing so.

Employees who are taking leave because of their own serious health condition (except if taking intermittent leave), are required to provide medical certification that they are fit to resume work. Employees will not be permitted to resume work until certification is provided.

Health Insurance and Other Benefits

During a PFML leave, the Company will continue to pay its portion of the group health insurance premiums, and the employee must continue to pay their share of the premiums (including the employee's share of any premium increases). The employee's failure to pay their share of the premiums will result in loss of coverage. If the employee does not return to work after the leave expires, the employee must reimburse the Company for all premiums the Company paid during the leave, unless the employee does not return because of the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

Vacation and Sick Time During PFML Leave

Employees will not lose any employment benefits earned and accumulated before their PFMLA leave begins. Employees may use their earned and accumulated paid time off (if the leave is for their own serious health condition) in conjunction with the PFML leave but are not required to do so. Employees may not be compensated with PFML benefits for any period of time in which they received compensation through the use of accrued paid leave. The use of paid time off will run concurrently with the leave period provided under PFML. Employees may use available vacation or sick time during the seven (7) day waiting period once PFML benefits have been granted.

Job Protection

Employees who return to work from a PFML leave will be reinstated to their former position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. The Company will not retaliate against any employee for taking PFMLA leave.

However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed by the Company during the PFML leave period. Therefore, if changes in the Company's business occur during an employee's PFML leave and the employee would have been terminated, laid off or reassigned had they been on active status, the employee is not guaranteed reinstatement.

SMALL NECESSITIES LEAVE

Pursuant to the Massachusetts Small Necessities Leave Act, Insa will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations

- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes

Leave may be taken intermittently or on a reduced leave schedule.

Employees are eligible for small necessities leave if they have worked for Company for 12 months, either consecutively or nonconsecutively, and have worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, they must provide seven (7) days' notice. Otherwise, they must provide notice as soon as possible. Employees may also be required to submit certification verifying the reason for the leave. They may elect to use EST (if applicable) or VAC in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

WRITTEN INFORMATION SECURITY PROGRAM ("WISP")

Purpose

The purpose of the Written Information Security Program ("WISP") is to create effective administrative, technical and physical safeguards for the protection of the personal information of employees, contractors, vendors, and others with access to Insa information systems, and to comply with the Company's obligations under the Gramm Leach Bliley Act, the Fair and Accurate Transactions Act of 2003 and Title 16, Part 681 Identity Theft Rules, and Massachusetts General Laws (M.G.L.) c. 93H, M.G.L. c. 93I, and 201 CMR 17.00.

This WISP is intended to:

1. Ensure the security and confidentiality of personal information
2. Protect against threats or hazards to the security or integrity of such information
3. Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

Scope

This WISP applies to all employees, contractors, vendors, and others in Massachusetts with access to Insa information systems. Although this program is designed to be in compliance with Massachusetts laws only, the security provisions outlined herein will apply to all Insa locations in other states, unless those states have stricter requirements that would then accompany or supersede this program.

In formulating and implementing the Company's WISP, the intended scope is to do the following:

1. Identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing personal information
2. Assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the personal information
3. Evaluate the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks
4. Design and implement a WISP that puts safeguards in place to minimize those risks, consistent with the requirements of 201 CMR 17.00
5. Regularly monitor the effectiveness of those safeguards

Definitions

The WISP sets forth the Company's procedure for evaluating the Company's electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information.

For purposes of this WISP, **"personal information"** means the following, whether in paper, electronic, or other form:

1. An individual's first name and last name or first initial and last name, in combination with any one or more of the following data elements that relate to that individual:
    a. Social Security number,
    b. Driver's license number or state-issued identification card number, or
    c. Financial account number, or credit or debit card number (with or without any required security code, access code, personal identification number or password that would permit access to a resident's financial account)

A **"security breach"** shall be defined as any actions which can include, but not be limited to; actual or attempted use, access or loss of confidential, personal or internal information; (data theft) compromise of information integrity; (damage to data or unauthorized modification) theft or damage to physical IT assets including computers and data storage devices; misuse of services, information, or assets; infection of systems by unauthorized or hostile software; an attempt at unauthorized access; or unauthorized changes to organizational hardware, software, and reports of unusual system behavior.

"Information systems" includes laptops, tablets, smartphones, networks and application software, (such as operating system software, email, web browsers, etc.) and databases and data that are owned, leased, or managed by or for Insa.

"Users" include anyone with authorized access to Insa information systems.

"Service providers" are individuals or companies with whom Insa has a contractual partnership,

to whom the Company grants partial or full access to the Company's paper or electronic data that contains personal information, or to areas within the Company's office in which personal information is stored. All service providers must acknowledge in writing that they have instituted personal information security measures and their business operations are in compliance with the requirements of CMR 17.00 as it relates to personal information to which the Company has granted them access. The Data Security Coordinator shall maintain all third-party service provider acknowledgments.

Data Security Coordinator

The Company has designated the IT Business Application Manager to be the Company's Data Security Coordinator. They will be responsible for implementing, supervising, and maintaining the Company's WISP, including:

1. Initial implementation of the Company's WISP
2. Training of the following persons regarding the Company's WISP and personal information security:
    a. All employees
    b. Independent contractors with access to personal information; and
    c. Any other person involved with the Company who has or will have access to personal information
3. Regular testing of the WISP's safeguards
4. Evaluating the ability of each of the Company's service providers to implement and maintain appropriate personal information security measures for the personal information to which the Company has permitted them access, consistent with 201 CMR 17.00, and requiring such service providers by contract to implement and maintain appropriate personal information security measures
5. Reviewing the scope of the personal information security measures in the WISP at least annually, or whenever there is a material change in Company business practices that may implicate the security or integrity of records containing personal information

Limits on Collection and Storage of Personal information at the Company

The Company is in possession of personal information of individuals both as an employer and as a business. As an employer, the Company possesses personal information for its employees. The personal information that is collected and stored from each employee shall be limited to:

1. That information which is necessary for employment, such as tax forms
2. That information which is voluntarily provided to obtain certain benefits of employment, such as retirement, health, life, and disability insurances
3. That information which is necessary for the Company to comply with state or federal laws and regulations

As part of its legitimate organizational purpose, the Company possesses personal information of individuals obtained during the course of the Company's activities. The personal information that is collected and stored shall be limited to:

1. That information which is reasonably necessary to accomplish the Company's legitimate business purpose; and

2. That information which is necessary for the Company to comply with state or federal laws and regulations.

Review of WISP and Procedures

The Company's WISP and all security measures and procedures shall be reviewed at least annually and, in addition, whenever there is a material change in the Company's business practices that may reasonably implicate the security or integrity of records containing personal information. The Data Security Coordinator shall be responsible for this review and shall fully apprise the Company's executive team of the results of that review and any recommendations for improved security arising out of that review.

Protections Against Internal Data Security Breach

To combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately:

1. The amount of personal information collected shall be limited to that amount reasonably necessary to accomplish the Company's legitimate business purposes, or necessary to the Company to comply with other state or federal regulations
2. Access to records containing personal information shall be limited to those persons who are reasonably required to know such information in order to accomplish the Company's legitimate business purpose or to enable the Company to comply with other state or federal regulations
3. Access to electronic personal information shall be restricted to active users and active user accounts only
4. Access to electronically stored personal information shall be electronically limited to those employees or contractors having a unique log-in ID; and re-log-in shall be required when a computer has been inactive for more than a few minutes
5. Paper or electronic records (including records stored on hard drives or other electronic media) containing personal information shall be disposed of only in the following manner, in compliance with the National Association of Information Destruction and M.G.L. c. 93I:
    a. Paper documents containing personal information shall be either redacted, burned, pulverized, or shredded so that personal information cannot practicably be read or reconstructed
    b. Electronic media or other non-paper media containing personal information shall be destroyed or erased so that personal information cannot practicably be read or reconstructed

Communication and Training

A copy of the WISP must be distributed to each employee, including part-time, temporary and contract employees, and to each contractor. As a condition of their employment or contractual work, all employees and contractors must sign an acknowledgement and certification (see

Acknowledgement & Certification at the end of this document) that they have received a copy of the Company's WISP and that they will comply with the provisions of the WISP. These signed acknowledgements and certifications shall be retained by the Data Security Coordinator.

There must be regular training of employees and contractors on the detailed provisions of the WISP, including training at the inception of a new employee's employment or new contractor's service. The Data Security Coordinator shall organize such training with Human Resources.

General Procedures

Employees and contractors are prohibited from keeping unsecured files containing personal information in their work area when they are not present, or otherwise failing to take reasonable measures to protect the security of personal information. This includes documents sent to a printer. The Company will assign printers to individuals and/or departments that continually handle personal information and need restrictive use for printing.

At the end of the workday, all files and other records containing personal information must be secured in a manner that protects the security of personal information.

Corrective Action

All employees are required to comply with the provisions of the WISP, and if the security provisions of the WISP are violated by an employee, the employee shall be disciplined in accordance with Insa' Progressive Discipline Policy.

The Data Security Coordinator will determine whether an infraction is considered "minor" or "major" based upon the nature of the violation and the nature of the personal information affected by the violation, and will consult with Human Resources to determine appropriate disciplinary action.

Vendors or contractors are required to comply with the provisions of the WISP. If the security provisions of the WISP are violated by the vendor or contractor, the Data Security Coordinator will determine appropriate disciplinary action, up to and including termination of the contractual relationship or partnership.

Resignations or Terminations of Employment

Resigned or terminated employees must return all records containing personal information, in any form, that may be in the former employee's possession (including all such information stored on laptops or other portable devices or media, and in files, records, work papers, etc.)

A resigned or terminated employee's physical and electronic access to personal information must be immediately blocked. Such resigned or terminated employee shall be required to surrender all keys, IDs or access codes or licenses/badges, business cards, and the like, that permit access to the Company's premises or information. Moreover, such terminated employee's remote access to personal information (such as internet access, e-mail access, voice-

mail access) must be disabled. Human Resources is responsible for removing access immediately, at the end of the employee's last workday.

Employees and contractors are encouraged to report any suspicious or unauthorized use of personal information to the Data Security Coordinator.

Protections Against External Data Security Breach

To combat external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are effective immediately.

Secure Facility

The Company's Office is intended to be a secure facility, due to the personal information contained in the Company's files. All paper records containing personal information shall be maintained in locked storage when the office is unoccupied. Visitors shall not be permitted to visit unescorted any area within the Company's office that contains personal information (or any other area, per 935 CMR 500, 501, and 502). The Company's offices shall be locked at all times when unoccupied.

The Company's Computers and Electronic Information Systems

The Company will implement the following security procedures on electronic information systems:

1. The wireless networks at the Company shall always be encrypted.
2. No personal electronic devices may be used to access Company internal wireless networks.
3. All laptops used by employees must be password-protected.
4. All portable devices used by employees or contractors of the Company to send and receive their Company e-mail shall be password protected and shall be locked when not in use.
5. The Company's computers and information systems, including any wireless systems, shall, at a minimum, and to the extent technically feasible, have the following elements:
    a. Secure user authentication protocols including:
        i. Control of user IDs and other identifiers
        ii. A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices
        iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect
        iv. Restricting access to active users and active user accounts only
        v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system
    b. Secure access control measures that:

i. Restrict access to records and files containing personal information to those who need such information to perform their job duties
ii. Assign unique identifications plus passwords, which are not vendor-supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls

6. Encryption of all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly
7. Reasonable monitoring of systems, for unauthorized use of or access to personal information
8. Encryption of all personal information stored on laptops or other portable devices
9. For files containing personal information on a system that is connected to the Internet, there must be reasonably up-to-date firewall protection and operating system security patches, reasonably designed to maintain the integrity of the personal information
10. Reasonably up-to-date versions of system security agent software installed and active at all times, which must include anti-virus, anti-spyware, and anti-malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis

Personal information Removed from the Company

Employees and contractors shall only remove paper or electronic personal information from the Company when they have a legitimate and authorized business purpose for removing such information and only with prior authorization of the Data Security Coordinator.

Any employee or contractor of the Company removing electronic personal information from the Company office shall only do so on a secure device, such as an encrypted laptop or encrypted USB drive.

Any employee or contractor who removes personal information from the Company must keep the personal information secured. The measures taken to secure such personal information shall include whatever is necessary to secure the information from unauthorized use or access in the environment in which the employee or contractor must use the information for their legitimate business purpose.

Personal Information Security Breach Procedures

Employees, contractors, third-party service providers, or others to whom this policy applies must notify the Data Security Coordinator in the event of a known or suspected personal information security breach or unauthorized use of personal information. It is unlawful and against the Company's policy to retaliate against any person who reports a violation or suspected violation of this policy or breach of confidential, personal or internal information or who cooperates in any

review or investigation. Any such retaliation may result in disciplinary action by the Company, up to and including termination of employment or of the contractual relationship or partnership.

The Company shall provide notice as soon as practicable and without unreasonable delay when the Company:

1. Knows or has reason to know of a personal information security breach, or
2. Knows or has reason to know that the personal information of an individual or group of individuals was acquired or used by an unauthorized person or used for an unauthorized purpose. The following notices shall be issued:
    a. Notice shall be provided to the individual(s) whose information was acquired or otherwise affected by an unauthorized person. Such notice shall include the nature of the breach of security or unauthorized acquisition or use, and any steps the Company has taken or plans to take relating to the incident. Furthermore, the Company will keep such individuals updated on the status of any investigation, its ultimate resolution, and the steps the Company has taken or plans to take to prevent further breaches.
    b. To the extent required by appropriate statutory law and regulations, notice shall be provided to the proper regulatory agencies (for instance, under M.G.L. c. 93H,§3, Massachusetts Attorney General and to the Massachusetts Director of Consumer Affairs and Business regulation would be notified). Such notice shall include the nature of the breach of security or unauthorized acquisition or use, the number of individuals affected by such incident at the time of notification, and any steps the Company has taken or plans to take relating to the incident.

Whenever there is a personal information security breach or unauthorized use of personal information, there shall be an immediate, mandatory, post-incident review of events and actions taken, if any, with a view to determining whether any changes in the Company's security practices are required to improve the security of personal information for which the Company is responsible.

RESTRICTED ACCESS – ESTABLISHMENT AGENTS AND VISITORS

Purpose

The purpose of this policy is to define how Establishment Agents are given access to Insa facilities.

Scope

This policy applies to all Establishment Agents in Massachusetts. Each Insa establishment within the state of Massachusetts has a separate establishment license; or, if co-located, then each type of operation (Medical or Adult Use) has its own establishment license. Adult Use licenses are further defined as either Cultivation, Production, or Retail, and Establishment Agents are authorized to work under one or more Adult Use licenses dependent on their positions.

Definitions

"Establishment Agent" means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing or dispensing of marijuana.

"Limited Access Areas," as defined in 935 CMR 500, are indoor or outdoor areas on the registered premises of a Marijuana Establishment where cannabis or marijuana products or their byproducts are cultivated, stored, weighed, packaged, processed, or disposed, under the control of a Marijuana Establishment, with access limited to only those Marijuana Establishment Agents designated by the establishment. Depending on an employee's position, they may have access to only one Limited Access Area or several.

A **"High Security Area"** is a designated area inside a Limited Access Area that has additional access restrictions and protocols. Such areas include:

1. All product storage vaults
2. All rooms in which cash handling or storage occurs
3. Security offices in which security cameras are stored and/or footage is viewed

A **"Visitor**" is an individual who is not an Establishment Agent, who is given temporary access to a Limited Access Area using the procedure outlined below.

Procedures

Key Card Access to Limited Access Areas

Limited Access Areas are defined by clear signage and have key-card entry to prevent unauthorized access.

Establishment Agents are required to tag their key card on the card reader whenever entering a Limited Access Area, including moving between rooms within their department. Establishment Agents may hold doors open for other Establishment Agents but may not allow "piggybacking," meaning that all parties must tag the card reader before entering the area.

Establishment Agents Granted Permanent Access to High Security Areas

In order to be granted permanent access to High Security Areas, the Establishment Agent must meet the following criteria:

1. Be badged under the license that the area is within, and
2. Be required to fulfill all or a significant portion of their duties within that area

Permanent access to High Security Areas is determined by position and can be located in an employee's job description. Contractors who have been licensed as Establishment Agents may be granted permanent access to High Security Areas but must be escorted by an employee who has been granted permanent access.

Establishment Agents Granted Temporary Access to High Security Areas

Some Establishment Agents may be granted temporary access to High Security Areas in order to fulfill occasional duties.

In order to be granted temporary access to High Security Areas, the Establishment Agent must meet the following criteria:

1. Be badged under the license that the area is within
2. Be supervised by an employee who has been granted permanent access to that area, and
3. Be signed in using a High Security Area Log by an employee who has been granted permanent access to that area

High Security Area Logs

Asset Protection maintains and audits High Security Area Logs. Logs will be maintained for at least 4 (four) years by the Asset Protection Department in accordance with applicable state and federal guidelines.

Non-Agent Visitor Access

Pursuant to 935 CMR 500.110 (4) and 935 CMR 501.110 (3), Insa's Limited Access Areas will not be open to the general public. Authorized Visitors may be permitted to access Limited Access Areas according to the following procedures.

Upon arrival and at departure from Insa's facility, a Visitor will be required to sign in according to the 2-Party Sign-In Procedure. The 2-Party Sign-In Procedure requires that information pertaining to the Visitor be logged in the Visitor Log and verified by two authorized Insa employees.

The Visitor Log which will include the following information:

1. Visitor's full name
2. Visitor's Company (if applicable)
3. Visitor's date/time of arrival
4. Visitor's date/time of departure
5. Purpose of visit
6. Name of reception or security employees
7. Name of escorting party

Upon entering the facility, all Visitors will be required to present valid, unexpired, government-issued photo identification. No Visitors under 21 years of age will be permitted to enter the facility. Visitors will be given a Visitor Identification Badge that will be required to be visible and worn at all times during the facility visit.

Insa will maintain the Visitor Log records for, at minimum, 4 (four) years. The Visitor Log will be made available to the Massachusetts Cannabis Control Commission ("CCC") or other state or local government officials upon request.

While at the facility, Visitors will be escorted at all times by an authorized Insa employee. Visitors will be required to wear protective clothing (including, but not limited to, eye protection, coveralls, hair coverings, latex gloves, and shoe coverings) when in areas requiring protection. Visitors are required to follow all sanitization procedures. At a minimum, visitors will be required to wash their hands with hand sanitizer prior to entering the facility to avoid contamination. Visitors will be restricted from handling any marijuana plants or marijuana products. Visitors will not be supplied with RFID Access Cards.

The CCC and other federal, state, and local government officials will be provided access to the facility to perform their official functions and duties.

Visitors Requiring Temporary Access to High Security Areas

All Visitors requiring access to a High Security Area will be required to sign in using the High Security Area Log maintained by Asset Protection and escorted by an Insa employee who has been granted permanent access.

BACKGROUND CHECKS AND AGENT LICENSING

Purpose

The purpose of this Background Check and Agent Licensing Policy is to ensure compliance with 935 CMR 500, 501, and 502.

Scope and Administration of this Policy

Insa is a Marijuana Establishment under 935 CMR 500.000, 501.000, and 502.000, and is required to conduct background checks on all prospective Marijuana Establishment Licensees

and Marijuana Establishment Agents of the Company within the Commonwealth of Massachusetts.

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy, or if you have any questions about background checks that are not addressed in this policy, please contact the Human Resources Department.

Definitions

Marijuana Establishment Agents ("Agents")

In accordance with 935 CMR 500.800 and 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent, Insa is required to conduct background checks for all Agents. Per the law, the term "Agents" includes the following individuals: board members, directors, executives, managers, employees, and volunteers. For an individual to be deemed suitable for registration, they must:

1. Be 21 years of age or older
2. Have never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction
3. Be suitable for registration in accordance with 935 CMR 500.800 and 500.802

Marijuana Establishment (Adult Use)

A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana {Per, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center.

Marijuana Retailer (Adult Use)

An entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers.

Marijuana Product Manufacturer (Adult Use)

An entity licensed to obtain, manufacture, process and package cannabis or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.

Marijuana Cultivator (Adult Use)

An entity licensed to cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers.

Medical Marijuana Treatment Center

An entity validly registered under 935 CMR 501.100, that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana,

products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, "MTC" refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

Marijuana Establishment Licensees

In accordance with 500.801: Suitability Standard for Licensure, Insa is required to conduct background checks for all Licensees. Per the law, the term "Licensees" applies solely to Marijuana Establishment Agents listed on the application for licensure. For an individual to be deemed suitable for registration, they must:

1. Be 21 years of age or older
2. Have never been convicted of a felony, in the Commonwealth, or for an offense in another state that would be a felony in the Commonwealth, except for a prior conviction solely for a marijuana offense or solely for a violation of M.G.L. c. 94C, § 34, unless the offense involved distribution
3. Be suitable for registration in accordance with 935 CMR 500.800 and 500.802

CORI and Other Background Checks

For the purposes of this policy, "CORI and other background checks" refers to the following:

1. Criminal Offender Record Information (CORI)
2. A national background check
3. A license verification
4. Education verification *
5. Employment verification
6. Reference checks
7. A driving record *

**Dependent on a candidate's position.*

Restricted Access

CORI and other background checks used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy, 935 CMR 500.000, 501.000, and 502.000, and any other applicable state or federal laws or regulations. Candidates are not permitted to begin work until a satisfactory result has been returned.

All CORI and other background checks obtained by Insa are confidential, and access to the information is limited to those individuals who have a "need to know." This may include, but is not limited to, hiring managers and Human Resources staff submitting background check requests. Insa also reserves the right to provide relevant information to out-of-state agencies, only for the express purpose of obtaining licenses in those states, in compliance with the applicable state licensing laws and regulations of those states, and all applicants consent to such

dissemination as needed. Insa maintains a current list of each individual authorized to have access to or view CORI and other background check information. This list is updated every six (6) months and is subject to inspection upon request by the Department of Criminal Justice Information Services ("DCJIS") and the Cannabis Control Commission ("CCC") at any time.

Accordingly, all personnel authorized to review or access CORI at Insa will review and will be thoroughly familiar with the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. Insa is an agency required by MGL c. 6, § 171A, to maintain a CORI policy, and all personnel authorized to conduct criminal history background checks and/or to review CORI information will review and will be thoroughly familiar with this policy.

CORI and other background check information is stored, both physically and digitally, in accordance with Insa's Human Resources Recordkeeping Standard Operating Procedures and in compliance with all applicable state and federal laws.

Secondary Dissemination Logs

All CORI obtained from the DCJIS, or any other source, and other background information is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI or other background check information outside this organization, including dissemination at the request of the subject.

Procedures

Insa uses a Consumer Reporting Agency (CRA) to request CORI reports and other background information. All prospective employees, prior to a report being requested, sign the following forms:

1. A CORI Acknowledgement Form
2. A CRA Authorization Form
3. A Federal Fair Credit Reporting Act (FCRA) Disclosure and Authorization

Insa will ensure that all background checks are conducted in compliance with all federal and state statutes, such as the federal Fair Credit Reporting Act ("FCRA"). Through background checks, Insa seeks only information that pertains to the quality and quantity of work performed by the applicant or employee, the applicant's attendance record, education, and other issues that can impact Insa's workplace.

As part of background checks, credit information may be collected consistent with FCRA and MCRA. In general, FCRA and MCRA require employers to obtain an applicant's or employee's written authorization and consent before obtaining a credit report. In connection with background checks, the Company will:

1. Certify to the consumer-reporting agency that the employer is in compliance with FCRA and will not misuse the information it receives

2. Disclose to the applicant or employee, on a separate form, that its plans to obtain a consumer or investigative consumer report and that the information received will be used solely for employment purposes
3. Obtain written authorization from the applicant or employee
4. inform the individual of their right to request additional information on the nature of the report and the means through which such information may be obtained
5. Inform the applicant that the report may include information about the individual's character, general reputation, and personal characteristics
6. Provide the individual with a summary of their rights under FCRA

In addition, MCRA further requires that, if requested by the consumer, the consumer reporting agency must provide the consumer with a copy of the report when completed (M.G.L. Ch. 93, § 53(b)).

If the results of the background check reveal negative information that may affect employment, the Company, prior to initiating any adverse employment action, will inform the applicant or employee of the negative information, provide the applicant or employee with a summary of rights under FCRA and MCRA, provide the applicant or employee with an opportunity to review a copy of the background check information, and advise the applicant or employee of their right to dispute inaccurate information within a reasonable time.

Pre-Employment

Upon hire, all candidates are provided with a copy of this policy for review and acknowledgement of receipt. **Pre-employment CORI and other background checks will only be made with the express, written permission of the candidate or employee by way of the CORI acknowledgement and other required forms as indicated above.** CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, § 172, and only after all required forms have been completed.

Failure to timely complete the required authorizations may result in termination of Insa's consideration of a candidate's application. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

Post-Employment

Post-employment CORI and other background checks are completed for the renewal of an employee's agent licenses. Post-employment CORI and other background checks will only be made with the express, written permission of the candidate or employee by way of the CORI acknowledgement and other required forms as indicated above. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, § 172, and only after all required forms have been completed.

Suitability for Employment

Marijuana Establishment Agents - New Hires

In order to determine a candidate's suitability for licensure, Insa follows the crime tables as outlined in 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent. Tables B - D pertain to a particular Marijuana Establishment License (Retailer, Product Manufacturer, or Cultivator) and each table has individual restrictions in regard to a Mandatory Disqualification or a Presumptive Negative suitability determination. A copy of these tables is included at the end of this policy.

For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030(1):

1. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction
2. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability
3. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802: Tables B through D 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.
4. All suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, the Suitability Review Committee shall:

    1. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802: Tables B through D renders the subject unsuitable for registration regardless of the determination of the licensee; and
    2. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

Verification of Identity

If a criminal record is received from the DCJIS, or any other source, the information is closely compared with the information on the CORI acknowledgement form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If a determination is made, based on the information provided, that the criminal record belongs to

the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made.

All candidates for whom the background check result returns a suitability determination of Presumptive Negative will be informed in writing that they may face an adverse hiring decision, are provided with:

1. A copy of their CORI and other background check results
2. The DCJIS document "Information Concerning the Process in Correcting a Criminal Record."

Insa will provide any applicant or employee subject to a potential adverse employment decision based on a criminal history record a reasonable period of time of not less than five (5) business days to dispute the record or otherwise provide explanatory information. As part of this process, candidates will be asked to provide a written account of the offense(s) indicated as well as at least one letter of reference from a former coworker, preferably a supervisor, whom they have known for a period of at least one (1) year. Insa may proceed with an adverse employment decision notwithstanding any such dispute or explanatory information.

Insa will review the circumstances surrounding the offenses and will take the following factors into consideration when a Presumptive Negative Suitability Determination is made:

1. Time since the offense or incident
2. Age of the subject at the time of the offense or incident
3. Nature and specific circumstances of the offense or incident
4. Sentence imposed and length, if any, of incarceration if criminal
5. Penalty or discipline imposed, including damages awarded, if civil or administrative
6. Relationship of offense or incident to nature of work to be performed
7. Number of offenses or incidents
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered
9. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense, including, but not limited to, professional or educational certifications obtained
10. Any other relevant information, including information submitted by the subject to Insa.

Once Insa has made its own suitability determination, Insa will:

1. Submit the candidate's application for licensing to the CCC, including all relevant documentation submitted by or on behalf of the candidate, or
2. Remove the candidate for consideration of employment by informing the individual in writing.

If a candidate is selected to move forward with the licensing process, their information will be reviewed by the Commonwealth's Suitability Review Committee, which will make their own determination based on the above factors. In some cases, the state may conclude, despite Insa's recommendation that the candidate move forward, that the candidate is not suitable for hire. Insa will then inform the individual, in writing, of the adverse hiring decision, including all relevant documentation provided by the CCC.

Marijuana Establishment Licensees

If an individual is included in any Insa license application, additional background checks must be completed, in compliance with 935 CMR 500.101(1) and (2). In addition to the above requirements, these individuals must also sign an authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, and will be required to provide all information detailing all involvement in any criminal or civil or administrative matters, as described in 935 CMR 500.101(1)(b).

Agent License Attestations

Once an individual's background check is complete and the individual has been deemed "suitable" for employment with the Company, Insa will submit an application for licensure to the CCC. Depending on the individual's role within the Company, one or more of the following forms must be completed:

1. Agent Registration Attestation and Acknowledgement Form (Adult Use)
2. Application for Employment – Attestation Form (Medical)

The Agent Registration Attestation and Acknowledgement Form must be completed for all Massachusetts adult use licenses for which the employee is applying. Employees completing this form must attest that:

1. They will not engage in the diversion of marijuana products
2. They acknowledge any limitations on their authorization to cultivate, harvest, prepare, package, possess, test, transport, or dispense marijuana in the Commonwealth.

The Application for Employment – Attestation Form (Medical) must be completed for all Massachusetts medical licenses for which the employee is applying. Employees completing this form must attest:

1. That they are at least 21 years old
2. That they have not made any false statements or representations about their identity or qualifications
3. That they have not been convicted of a felony drug offense in Massachusetts, or any like violation of the laws of another state, the United States, or a military, territorial, or Indian tribal authority
4. That their work activities with marijuana for medical purposes in Massachusetts will be in compliance with Chapter 369 of the Acts of 2012, Chapter 55 of the Acts of 2017, G.L. c.

94I and the Cannabis Control Commission (CCC) regulations, 935 CMR 501.000 and 502.000;

5. That they will not engage in the diversion of Medical Use of Marijuana
6. That they understand that the protections conferred by Chapter 369 of the Acts of 2012, An Act for the Humanitarian Medical Use of Marijuana, and Chapter 55 of the Acts of 2017, G.L. c. 94I, for possession of marijuana for medical use are applicable only within Massachusetts;
7. That they understand that nothing in Massachusetts law or the Cannabis Control Commission (CCC) regulations, 935 CMR 501.000 and 502.000, purports to give immunity under federal law or poses an obstacle to federal enforcement of federal law
8. That they understand that they are responsible for notifying their MTC principal within one business day after any change to the information that they have submitted, or after they discover that their ID card has been lost or stolen
9. That they understand that they must carry their ID card at all times while in possession of Medical Use of Marijuana, including at all times while at an MTC or while transporting marijuana.

License Application Submission Process

Prospective or current Agents must also submit the following items to Insa:

1. A photo that meets the following criteria:
    a. Taken in portrait/upright format
    b. Taken in front of a plain white or off-white background
    c. Taken within the last 6 months
    d. Showing only their head and the top of their shoulders
    e. Taken looking directly at the camera held at eye level
    f. Taken with both eyes open, and without eyewear
    g. Taken without any item that covers their face or head, except for religious purposes
2. A state-issued photo ID that meets the following criteria:
    a. Unexpired
    b. Has clearly legible text on both sides
    c. If the address listed on the ID is out of date, they must please write their current address on the back of the ID, following the change of address process determined by the state that issued the identification document).

The prospective Marijuana Establishment Agent's application will be submitted by Insa's Human Resources Department. Human Resources will submit the information given by the prospective agent, including any supporting documentation from the background check process as applicable. Once the application has been submitted, the approval process will take 1 – 2 weeks, at which point the Agent will be authorized to be on site in their respective area(s).

Temporary Agent Licenses

Newly approved Agents will be permitted to begin work (or volunteer service, as applicable) on site once a temporary license has been issued by the CCC. These temporary licenses must be worn visibly on the Agent's person at all times while within the facility. Once the temporary license has been replaced by a physical Agent License, the temporary copy will be shredded by Human Resources.

Renewal

All Agent Licenses are renewed in accordance with the expiration date on each ID card. Human Resources will notify the Agent via Company email prior to the renewal period so that the applicable attestations may be completed. Employees comply with requests within 3 business days of being notified; any delay caused by the employee's failure to report in a timely manner may result in the existing license expiring before the renewal has processed. As employees may not work with an expired license, Insa reserves the right to suspend work without pay if the employee is at fault. In the case that a license expires and the fault does not rest with the employee, Insa will compensate the employee for any missed work.

Agents must have a current (within 1 year of submission) background check on file prior to submission of the renewal.

Replacement Program ID Card

A Replacement Program ID Card may be requested if a card is lost or stolen. Employees who report a lost or stolen card may not work until Human Resources has submitted a request for a replacement and has notified the employee that they may return to work. Human Resources will ensure that the employee has all required documentation on their person to show that the request has been submitted, per CCC guidance.

Termination of Employment

Upon termination of employment, all Agent Licenses must be returned to Insa for de-registration and disposal. Human Resources is responsible for de-registration and disposal.

Restricted Access

All Agent License information is confidential, and access shall be limited to the Human Resources Department and the CCC.

Retention and Disposal

All CORI and other background checks and Agent License information will be retained and disposed of in accordance with Insa's Master Records Retention schedule.

JURY DUTY

For Massachusetts State Court jury duty, Insa will pay for the first three (3) days of service at the employee's normal rate of pay. This pay is based on an employee's usual shift length. Following these 3 days of service, Insa will make up the difference between an employee's jury duty pay and their base pay for those days in which they are called to jury duty service. If an employee is dismissed from jury service before the midpoint of their shift, they will be expected to report for work unless instructed otherwise by their supervisor. Insa does not pay for service as a federal juror; that pay is provided by the government.

An employee seeking compensation for juror service shall present the applicable juror service certificate to the Company within 30 days after termination of his or her term of jury duty. This certification should have a court officer's signature. Employees should send documentation to Human Resources, and it will be kept in their personnel file.

PENNSYLVANIA ADDENDUM

This Addendum sets forth policies that are specifically applicable to Insa employees working in Pennsylvania. To the extent that a policy is outlined in this Addendum, the Addendum policy is intended to either supplement or supersede the policy as listed in the Insa Employee Handbook. Therefore, if a policy in the Employee Handbook conflicts with a policy in this addendum, Pennsylvania employees should follow the Addendum policy.

Nothing in this Addendum may be construed as creating any contractual or other rights regarding a leave of absence, benefits during a leave of absence, reinstatement following a leave of absence, etc. For information about such matters, refer to the applicable provisions of the Insa Employee Handbook. Further, nothing contained in this Addendum alters or changes the "at-will" status of your employment.

BACKGROUND CHECKS AND AFFILIATION

Purpose

The purpose of this policy is to ensure compliance with Pa. Code § 1141.31.

Scope and Administration of this Policy

Insa is a Medical Marijuana Organization and is required to conduct background checks on all prospective employees of the Company within the Commonwealth of Pennsylvania.

The Human Resources Department is responsible for the administration of this policy.

Definitions

Marijuana Organization Authorized Personnel ("Authorized Personnel")

In accordance with Pa Code §1141.31, Insa is required to conduct background checks for all Authorized Personnel. Per the law, the term "Authorized Personnel" includes consultants, investors, board members, directors, executives, managers, and employees.

For an individual to be deemed suitable for affiliation, they must:

- Be 18 years of age or older
- Have never been convicted in the Commonwealth of a criminal offense relating to the sale or possession of illegal drugs, narcotics or controlled substances

Affiliation

"Affiliation" is defined as is the act of connecting or associating with a person or organization. Insa must complete and submit the "Reporting Individuals Affiliated with a Medical Marijuana Organization Form" to the Pennsylvania Department of Health for approval. The Department of Health has ultimate authority to approve affiliation.

Termination of Employment

Upon termination of employment, Human Resources will complete an unaffiliation form and will submit to the Department of Health within 24 hours of an employee leaving employment with the Company.

WITNESS AND VICTIMS OF CRIME LEAVE POLICY

Criminal Proceedings

Insa acknowledges that, on occasion, employees may have an obligation to participate in criminal legal proceedings either as a witness or because the employee or a close family member was victimized by a criminal act. Insa authorizes leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a criminal proceeding either as a witness, a crime victim, or a close family member of a crime victim, you must inform Human Resources and your supervisor as soon as possible to make arrangements for a leave of absence. Insa reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Employees who must attend criminal proceedings for reasons authorized by this policy take that leave unpaid for the first 3 days. Employees may opt to use any available paid time off in place of unpaid leave.

For purposes of this policy, close family member includes your spouse (whether by marriage or common-law), domestic partner, and you or your spouse, or domestic partner's:

- Parent
- Child
- Sibling
- Grandparent
- Grandchild
- Aunt
- Uncle
- Niece
- Nephew
- Great Grandchild
- Great Grandparent
- Step-parent
- Step-child
- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law

Parent and child relationships include step, foster, and adopted relationships, and relationships based on one individual's legal guardianship or *in loco parentis* relationship to another.
Family member also includes anyone residing in your household. Insa reserves the right to request proof of residence and familial relationship as required by law.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.
This policy does not extend leave to employees seeking leave because they have committed or are alleged to have committed a criminal act.

Retaliation for an employee's taking leave permitted under this policy is strictly prohibited.

Civil Proceedings

Insa acknowledges that, on occasion, employees may have an obligation to participate in civil proceeding as a witness. Insa authorizes leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a civil proceeding because you have been issued a subpoena, you must inform Human Resources and your supervisor upon receipt of the subpoena to make arrangements for a leave of absence. Insa reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Employees who must attend civil proceedings for reasons authorized by this policy take that leave unpaid for up to 3 days. Employees may opt to use any available accrued vacation time in place of unpaid leave.

You are expected to return to work if you are excused from the civil proceedings during regular working hours or released from the civil proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because they or their family member(s) are a party to a civil lawsuit.

Retaliation for an employee's taking leave permitted under this policy is strictly prohibited.

EMERGENCY RESPONSE LEAVE POLICY

Employees who are active volunteer firefighters, fire police, or members of a volunteer ambulance service or rescue squad will be provided with time off from work or will be excused for being late to work when late or absent for the purpose of responding to a fire or ambulance call prior to regular hours of employment. Prior to missing work, employees must make every effort to notify their supervisors that they may report to work late or be absent from work in order to respond to an emergency call. If an employee fails to report to work under this provision, they must submit a written statement from the chief executive officer of the volunteer fire company, ambulance service, or rescue squad documenting that the employee responded to a call and the time at which he or she responded.

Insa will not discriminate against any employee who has been injured in the line of duty as a volunteer firefighter, fire police officer, or member of a volunteer ambulance service or rescue squad or who has received workers' compensation benefits as a result of such an injury.

STATE OF EMERGENCY LEAVE POLICY

If you are unable to report to work due to road closures in Snyder County or the county in which you reside, and the road closures are due to a state of emergency declared by the Governor of the Commonwealth of Pennsylvania, your inability to report to work will not be treated as paid leave. Leave under this policy is unpaid. Employees must follow the established callout procedures in the Insa Attendance Policy when providing notification of their absence.

FLORIDA ADDENDUM

This Addendum sets forth policies that are specifically applicable to Insa employees working in Florida. To the extent that a policy is outlined in this Addendum, the Addendum policy is intended to either supplement or supersede the policy as listed in the Insa Employee Handbook. Therefore, if a policy in the Employee Handbook conflicts with a policy in this addendum, Florida employees should follow the Addendum policy.

Nothing in this Addendum may be construed as creating any contractual or other rights regarding a leave of absence, benefits during a leave of absence, reinstatement following a leave of absence, etc. For information about such matters, refer to the applicable provisions of the Insa Employee Handbook. Further, nothing contained in this Addendum alters or changes the "at-will" status of your employment.

LEAVE FOR DOMESTIC VIOLENCE

An employee who has worked for Insa for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence. Leave may be used to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence
- Make their home secure from the perpetrator or the domestic violence or to seek new housing to escape the perpetrator, or
- Seek legal assistance in addressing issues arising from the act of domestic violence

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of an employee or the employee's family or household member, advance notice of seven (7) business days of the need for leave is

required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report, or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

Employees may substitute available paid time off during unpaid leave taken under this policy.

MIAMI-DADE COUNTY LEAVE FOR DOMESTIC VIOLENCE

Insa offers up to thirty (30) days of unpaid domestic violence leave during any 12-month period pursuant to the Miami-Dade County Domestic Violence Ordinance (MDDVO). "Domestic violence" is defined in the MDDVO as "a pattern of coercive behavior used by one person to control another such as but not limited to: physical, sexual, emotional and psychological violence and abuse; threats; intimidation; verbal abuse; economic control; and stalking; and as defined in §§ 741.28, 784.046 and 784.048 of Florida Statutes."

Eligibility

To qualify for leave under the MDDVO, an employee must have:

- Worked for the Company for at least ninety (90) days
- Worked at least 308 hours during the previous ninety (90) days, and
- Worked for an employer which has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year.

Reasons for Leave

Eligible employees are entitled under the MDDVO to a total of thirty (30) days of unpaid leave during any twelve (12) month period to:

- Obtain and receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee's dependent children
- Obtain and receive legal assistance relating to domestic or repeat violence, including, but not limited to, criminal prosecution, a protective order, divorce, custody of children, and child support
- Attend court appearances related to domestic or repeat violence including, but not limited to, criminal prosecution, protective order, divorce, custody of children and child support
- Attend counseling or support services, including counseling or support services for dependent children, or
- Attend to any other arrangements necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence

Employee Status and Benefits During Domestic Violence Leave

While an employee is on leave, Insa will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Insa will require the employee to reimburse Insa the amount it paid for the employee's health insurance premium during domestic leave if (1) the employee fails to return from leave after the period of leave to which the employee is entitled has expired; and (2) the reason for the employee's failure to return to work is unrelated to the continuance or recurrence of domestic or repeat violence or other circumstances and is beyond the control of the employee.

Under the Company's current group health plan, the employee pays a portion of the health care premium. If leave for a covered reason is paid (due to the employee's use of available paid time off), Insa will continue to take payroll deductions to collect the employee's share of the premium. While on unpaid domestic violence leave, the employee must continue to make this payment, either in person or by mail. Please contact Human Resources to discuss how to make these payments. If the payment is more than thirty (30) days late, the employee's health care coverage may be discontinued for the duration of the leave.

Use of Paid and Unpaid Leave

An employee taking domestic violence leave may use any available paid time off, and any paid time off that is used for domestic violence leave will count against an employee's total domestic leave entitlement for the relevant 12-month period.

Intermittent Leave or Reduced Work Schedule

An employee may take domestic violence leave intermittently or on a reduced leave schedule. However, if an employee requests intermittent leave or reduced leave that is foreseeable based on a planned schedule, Insa may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave.

Certification of the Need for Domestic Violence Leave

In accordance with the MDDVO, the Company will require that a request for leave under this policy be supported by a certification issued by an authorized person from either a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center, or domestic violence shelter. The employee must supply the certification within ten (10) days of the commencement of a requested leave period. Failure to provide certification may result in a denial of continuation of domestic violence leave. A certification form may be obtained from Human Resources.

Procedure for Requesting Leave

Where the need for domestic violence leave is foreseeable, employees requesting leave under this policy must submit a request in writing to the Human Resources Department with a copy to their supervisor as soon the need for domestic leave becomes known. A Request for Domestic Leave form can be obtained from the Human Resources Department.

If the need for domestic violence leave is not foreseeable, employees must give as much notice as is practical under the circumstances. An employee taking domestic violence leave must make a reasonable effort to schedule appointments and other activities associated with the domestic violence leave so as to minimize disruptions to Insa's operations. While on leave, employees may be required to report to Insa periodically regarding the status of their situation and their intent to return to work.

Return to Work

Under the MDDVO, an employee who returns from domestic violence leave is entitled to restoration to the same position of employment held by the employee when leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The taking of domestic violence leave will not result in the loss of any employment benefits that accrued prior to the date on which the leave commenced. Employees who do not return to work upon the expiration of domestic violence leave will be treated as having voluntarily terminated their employment.

MIAMI-DADE COUNTY FAMILY LEAVE (ADDENDUM TO FMLA POLICY)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the Miami-Dade County Code ("MDCC") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any MDCC entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning MDCC leave, they should contact the Human Resources Department.

Eligibility

Leave under the MDCC is available to "MDCC eligible employees." To be an MDCC eligible employee, an employee must have been employed in Miami-Dade County:

- For at least twelve (12) months
- For at least 1,250 hours of service during the 12-month period immediately preceding the leave, and
- For an employer with at least fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year

Basic Family and Medical Leave Entitlement

Leave pursuant to the MDCC may be taken under the same terms and conditions as FMLA to care for a person who has a serious health condition if the person is the employee's grandparent for whom the employee has assumed primary financial responsibility.

STATE AND FEDERAL REMEDIES FOR REPORTING HARASSMENT/DISCRIMINATION

Massachusetts	
The United States Equal Employment Opportunity Commission ("EEOC") Boston Office John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: (800) 669-4000.	The Massachusetts Commission Against Discrimination ("MCAD") Springfield Office 436 Dwight Street, Room 220 Springfield, MA 01103 Phone: (413) 739-2145 Boston Office One Ashburton Place Sixth Floor, Room 601 Boston, MA 02108 Phone: (617) 994-6000
Pennsylvania	
The United States Equal Employment Opportunity Commission ("EEOC") Philadelphia District Office 801 Market Street Suite 1300 Philadelphia, PA 19107 Phone: (800) 669-4000 TTY: (215) 440-2610 Pittsburgh Area Office 1000 Liberty Avenue Suite 1112 Pittsburgh, PA 15222-4187 Phone: (412) 395-5902 TTY: (412) 395-5904	Pennsylvania Human Relations Commission ("PHRC") Harrisburg Regional Office Riverfront Office Center 333 Market 8th floor Harrisburg, PA 17101 Phone: (717) 787-9780 Philadelphia Regional Office 110 North 8th Street Suite 501 Philadelphia, PA 19107 Phone: (215) 560-2496 TTY: (215) 560-3599 Pittsburgh Regional Office 301 Fifth Avenue Suite 390, Piatt Place Pittsburgh, PA 15222

	Phone: (412) 565-5395 TTY: (412) 565-5711
Florida	
The United States Equal Employment Opportunity Commission ("EEOC") Miami District Office Miami Tower 100 SE 2nd Street Suite 1500 Miami, FL 33131 Phone: (800) 669-4000 TTY: (800) 669-6820 Tampa Field Office 501 East Polk Street Suite 1000 Tampa, FL 33602 Phone: (800) 669-4000 TTY: (800) 669-6820	Florida Commission on Human Relations 4075 Esplandade Way Room 110 Tallahassee, FL 32399 Phone: (850) 488-7082 Toll-Free: (800) 342-8170

Maintenance of Financial Records

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1. Overview

Pursuant to 935 CMR 500.105(9), 935 CMR 500.140, 935 CMR 501.105(9), 935 CMR 501.140 and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following plan describing in detail the Company's policies and procedures related to the maintenance of financial records. For the purposes of this plan financial records will include the following:

- Assets and liabilities.
- Monetary transactions.
- Books of accounts with supporting documents.
- Sales records including the quantity, form, and cost of cannabis products.
- Salary and wages paid to each employee.
- Any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company.

Pursuant to 935 CMR 501.140(5)(d), records relating to medical-use patient purchases will also include: the date and time of the transaction; name of the establishment agent conducting the transaction; the specific name, strength, dose, quantity, and type of cannabis products sold; the name of the patient, and when applicable, the name of the personal caregiver receiving the product.

All contracts, purchase orders, invoices, payroll reports, receipts, and sales reports are stored electronically and are available to the Commission upon request. All records are stored in accordance with the Company's record keeping policies. Additionally, records are maintained pursuant to 830 CMR 62C.25.1: Record Retention and Department of Revenue (DOR) Directive 16-1 regarding record keeping requirements.

Pursuant to 935 CMR 500.140(10). *935 CMR 500.140(6)* the Company shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products.

2. Retail Financial Records and Policies

The Company produces several types of financial records and data during the course of retail operations including records related to cash handling, deposits, transaction processing, inventory data, and daily closing reports.

2.1. Cash Handling

All retail transactions are processed under video surveillance and may be reviewed in the event that an incident occurs relating to cash handling or inventory accuracy. Cash tendered and change returned is counted casino style within full view of the facility's surveillance cameras. Large bills ($20 or greater) are marked with counterfeit pen to ensure their validity.

2.2. Change Fund

Company dispensaries maintain change cash of approximately 20% of the rolling 30-day average daily sales on hand for change. Requests for change are made by the Company's retail managers and are recorded using a Change Request Form. The change cash is counted by two different members of Retail Department management who sign off on a Transportation Verification Form once they have confirmed the quantity of change received. Completed Change Request Forms and Transportation Verification Forms are then submitted to the Asset Protection Department for filing and retention.

2.3. Cash Deposits

At the end of the business day, the retail manager will complete a bank deposit slip for the cash collected. The cash and bank deposit slip are then sealed and stored in an approved, insured safe in a Limited Access Area that is under constant video surveillance. Bank deposits are collected by Snyder Security, an armored transport service licensed pursuant to M.G.L. c. 147, § 25 and 935 CMR 500.110(7) and transported to one of the financial institutions where the Company has an account. The cash transport courier prepares a report documenting that amount of cash transport which is reviewed and signed by the retail manager the cash transport courier. A copy of the cash transport report is filed electronically.

2.4. Closing Reports

At the close of business, the retail managers will compare the cash receipts and point-of-banking (debit) reports to the sales report to ensure that cash collected, and sales processed are balanced. The assistant manager on duty will verify 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 reported to Company Leadership.

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 Accounting and Finance Department to review and enter into QuickBooks.

2.5. Transaction Recording and Reporting

The Accounting and Finance Department records financial transactions (such as expenses and sales receipts) in QuickBooks. At the end of the month, the controller or a staff accountant performs the bank reconciliation comparing the Company's accounting records with the corresponding bank records to ensure the accuracy of the financials. The CFO reviews the financials and prepare the quarterly financials for review by Company Leadership. Annually, an outside accounting firm performs a full financial audit.

3. Differentiation of Cannabis and Non-Cannabis Sales

Pursuant to 935 CMR 501.140(5) the Company has adopted separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

The Company's point of sale (POS) and electronic inventory records system, LeafLogix, can be configured to identify cannabis products and non-cannabis accessory products separately and to apply the appropriate tax rate to each type of item pursuant to 935 CMR 500.140(5)(f) and 935 CMR 501.140(5)(c). Non-cannabis sales are recorded in a manner that complies with Massachusetts tax laws, and DOR rules and regulations including, but not limited to, 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

4. Inventory Reporting

The Company's Inventory Management Department is responsible for daily and monthly inventory audits to ensure the accuracy of the Company's inventory records in LeafLogix and that the records in LeafLogix match the records in Metrc. At least annually, the Company conducts a comprehensive inventory audit, the records of which include, at minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory count.

4.1. Patient Supply Requirements

The Company will maintain records differentiating wholesale products from the rest of its inventory in order to ensure compliance with patient supply requirements pursuant to 935 CMR 501.105(8)(j).

4.2. Waste Disposal

The Company will retain all disposal records pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(12). Disposal manifests will be retained for at least three years and any records pertaining to an ongoing investigation or which the Commission instructs the Company to preserve will be retained until notice is received that the investigation is complete or that retention of such records is no longer required.

5. Corporate Financial Records and Policies

In addition to recording and reporting financial and inventory information generated in the course of retail operations, the Company's Accounting and Finance Department maintains all other required financial information including information relating to payroll, accounts payable and receivable, sales tax, and corporate income taxes. The Company maintains all records pursuant to 830 CMR 62C.25.1.

5.1. Payroll

The Company conducts payroll on a bi-weekly schedule. All non-exempt employees are required to record their hours in the timeclock module of the Company's payroll software. At the end of the pay period, department managers review the hours recorded in the timeclock and compare 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 reviewed by the Accounting and Finance Department. The payroll is approved by the controller then the chief financial officer (CFO) before finalizing with the Company's payroll provider.

5.2. Accounts Payable and Receivable

All capital purchases or orders greater than $5,000 require a purchase order to be completed by the purchasing department and then are reviewed by the Accounting and Finance Department. Purchase orders are filed and verified against the invoices received from the vendor. After confirming the accuracy of the invoice, the Accounting and Finance Department will submit payment to the vendor. All checks are prepared by the CFO and approved by the chief executive officer (CEO).

Receipts and invoices are required for all purchases. All receipts and invoices are scanned and stored electronically. At the end of the month, the Accounting and Finance Department reviews all the purchases and invoices during the bank reconciliation process. Any discrepancies are reported to the CFO and CEO.

5.3. Sales and Corporate Income Tax

The Company pays sales taxes on a monthly basis. The Company generates a report calculating the monthly sales tax liability based on the sales receipts for items on which sales tax is required. Sales tax is submitted through MassTaxConnect, the Massachusetts Department of Revenue's online tax portal. An outside accounting firm prepares the Company's annual tax returns and calculate income tax liability.

6. Electronic Financial Records Protection

The Company conducts a monthly analysis of its equipment and sales data to ensure that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company will maintain records that it has performed this monthly analysis and will produce these records if requested by the Commission or other agency acting within their jurisdiction.

Pursuant to 935 CMR 501.140(5) if the Company determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission.

Additionally, pursuant to 935 CMR 501.140(5) the Company will not utilize software or other methods to manipulate or alter sales data.

Qualifications and Training Plan

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1. Overview

Pursuant to 935 CMR 500.105(2), 935 CMR 501.105(2), and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following Qualifications and Training Plan in order to fully and effectively train its employees and to hire the most qualified candidates. This plan describes in detail the Company's policies and procedures developed to provide employees with comprehensive trainings in order to maintain regulatory compliance, uphold Company values and standards, and to protect the health and safety of employees, customers, and the general public.

This plan also describes the Company's hiring and recruiting practices, developed to ensure that the Company hires the most qualified candidates in a fair and lawful manner.

Pursuant to 935 CMR 501.105(2) the Company will ensure the following:

- Training shall be tailored to the roles and responsibilities of the job function of each MTC Agent
- All MTC Agents will be trained on job specific duties prior to performing job functions
- Training will include training on confidentiality, privacy, security and other topics as specified by the Commission
- MTC Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training in a form and manner determined by the Commission

1.1. Recruiting and Hiring

The Company's Human Resources Department has developed effective hiring and recruiting practices consistent with all applicable state and federal labor laws. Under the direction of the director of human resources, the Company has created materials and procedures including an internal hiring approval process and forms, standardized interview questions and practices, and detailed onboarding and orientation procedures to identify the most qualified candidates for each position and to prevent any bias or discrimination.

2. Employee Training Program

The Company has developed a comprehensive Employee Training Program to ensure employees receive the training required for the safe, lawful, and effective cultivation, manufacturing, and dispensing of cannabis and cannabis products. This program includes all required trainings pursuant to 935 CMR 500.105(2), 935 CMR 501.105(2), and also includes in-depth trainings on

security measures, relevant operational procedures, product knowledge, and on any other area critical to maintaining compliance with state, local, and federal laws.

2.1. Training and Education Coordinator

The Company's Employee Training Program is administered by the Company's training and education coordinator. The training and education coordinator is responsible for the creation of new hire training materials, such as Quick Start Guides (QSG) which are concise step-by-step reference materials. The training and education coordinator also develops and creates additional training materials such as handouts, posters, and presentations to supplement continued training and employee education.

The training and education coordinator maintains, and revises training materials as needed in accordance with regulatory, procedural, or operational changes. Additionally, the training and education coordinator maintain a training database containing all training and materials as well as records of training sessions completed by employees.

The Company's director of human resources works with the training and education coordinator to review employee training records on a regular basis to ensure completion of mandatory trainings by all employees.

2.2. Learning Management System

The Company is currently expanding its training program to utilize a learning management system (LMS) to provide virtual trainings and evaluations. This will allow the Company to disseminate trainings more quickly and efficiently across the Company.

Additionally, the Company will leverage the data collected by trainings and evaluations completed in the LMS to measure the success of its training program and target areas for improvement.

3. Responsible Vendor Training Program

The training and education coordinator schedules and arranges for employee completion of the state-mandated responsible vendor training. All Company employees complete responsible vendor training by an approved responsible vendor within 90 days of employment and annually thereafter pursuant to 935 CMR 500.105(2)(b).

The training and education coordinator maintains records related to responsible vendor training that include, at minimum, the following:

- Employee Name
- Agent Identification Card Number
- Date of Hire
- Date of Responsible Vendor Training Completion
- Proof of Responsible Vendor Training Completion
- Approved Responsible Vendor Name

The director of human resources reviews records related to the Responsible Vendor Training Program on a quarterly basis to ensure the Company maintains compliance with 935 CMR 500.105(2)(b). The Company will only complete responsible vendor training with vendors listed by the Commission as approved responsible vendors.

4. Employee Training Materials and Procedure

The following is a description of the materials and procedures the Company has developed to ensure employees are trained in compliance with all Commission regulations and guidance, and all company policies and standards.

4.1. Standard Operating Procedures

The Employee Training Program utilizes the Company's set of standard operating procedures (SOPs). The Company's SOPs are a comprehensive set of documents containing step-by-step instructions describing in detail all procedures that occur as part of the Company's regular operations. The Company's SOPs help to ensure compliance with Company policies, external regulation, quality control and consistency of process, improving performance management, and standardizing training and implementation of new processes.

SOPs are organized in a digital library allowing for ease of access and use. SOP development and review is managed by the Compliance Department in collaboration the Operations Team and applicable department leadership to ensure compliant, accurate, and effective SOPs. SOPs are regularly audited by the Compliance Department and are reviewed and updated in a timely manner after any change in applicable regulations or operational procedures.

All new and updated SOPs are issued to the training and education coordinator who is responsible for updating training materials accordingly. The training and education coordinator also initiates employee retraining for new procedures when applicable.

4.2. Training Schedule

The training and education coordinator is responsible for ensuring all employees complete state and company mandated trainings compliantly and promptly. In order to ensure that all employees complete the state mandated responsible vendor training, the Company will schedule employees to attend a state approved webinar offered by a responsible vendor within 90 days of hire. The Company may also arrange for in person classes conducted by an approved responsible vendor.

After the employee has completed their initial responsible vendor training, The Company will maintain receipt of completion for a period of seven years following the termination of the employee pursuant to 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d). The Company also maintains a digital tracking system to ensure employees complete responsible vendor training on an annual basis.

Employees receive a minimum eight hours of training per year pursuant to 935 CMR 500.105(2)(a) and 935 CMR 501.105(2) including responsible vendor training. Additional ongoing training includes presentations, informational meetings, and team building activities that emphasizes necessary skills and procedures. The training and education coordinator tracks all records of employee training in the digital tracking system to ensure completion of this requirement.

4.3. Training Modules and Profiles

The Company utilizes training modules and training profiles as organizational units to aid in the implementation of the Employee Training Program. Each is outlined in detail in the following sections.

4.3.1. Training Modules

The Company divides training into cohesive and manageable segments called training modules. Training modules include SOPs, QSGs, policies, along with other materials and may also include informational presentations on topics such as product knowledge and customer service skills.

Training modules are organized in order to maximize information retention. All employee training begins with federal, state, and local laws and security procedures, then proceeds to

specialized job responsibilities such as register training. For example, pursuant to 935 CMR 500.110(4)(d) and 935 CMR 501.110(4)(d), all employees are trained on proper agent identification card protocols. Each module will have a training portion, daily review, and culminates with a final examination. An up-to-date list of Training Modules will be available upon request pursuant to 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d).

4.3.2. Training Profiles

Training profiles are collections of training modules applied to different Company positions or job responsibilities. As the Company continues to develop, more training profiles may be developed and added by the training and education coordinator. In addition to receiving training based on the appropriate training profile, all employees receive required trainings. The following table is example of Retail Department training profiles and their corresponding courses.

Table 1. Retail Training Profiles

Profile Name	Staff included in profile (Job Titles)	Names of Training Courses in Profile
Company Leadership	Executives, Directors, Managers	• Sexual Harassment
Retail Basics	Retail Associate, Retail Lead, Retail Assistant Manager, Retail Manager, Retail GM	• Policy & Employee Conduct • Opening, Closing, & Store Maintenance • Customer Service • The Front Desk • The Register & Cash Handling • General Policies for Leadership • Customer Troubleshooting • Drawers, Deposits, & Discounts • Leadership Opening and Closing • Menu Updating • Sales Floor Inventory

Management Training	Retail Lead, Retail Assistant Manager, Retail Manager, Retail GM	• Manager Trainer • Concierge Role • Prevention of Overselling • Purchaser Confidentiality • Incident Reporting • Denial of Service • Returns and Exchanges • Transaction Troubleshooting • Cash Deposit Creation • Change Fund Verification • Drawer Setup • Final Asset Collection • Employee Purchases • Drawer Setup • Daily Summary • Manager Opening/Closing • Drawer Reset

5. Retail Department Training

Due to the high degree of knowledge and skill required of Retail Department staff, including technical product knowledge, high standards of customer service and adherence to regulatory compliance, the Company has developed a training program specifically for Retail Department staff. The following is a brief overview of some of the features of this program.

5.1. Role of the Learning Management System

The Learning Management system will be integral for training moving forward. The system library will include digital resources such as educational videos, how to instructions, and interactive evaluation tools. As well as providing a training plan that will be instrumental in getting new team members the skills they need to perform their jobs, the learning management system will be utilized to track training that needs to be completed on a yearly basis. For example, the company plans on making it a requirement for each of our employees to go through the compliance training module once a year.

5.2. Daily Training Reviews

Each daily training checklists includes a review portion. These reviews utilize written tests that focus on compliance, federal, state, and local laws, product knowledge, safety training, and other topics. Each training module has a daily training review portion that the employee completes the day after receiving the training.

If an employee scores less than 70% on a daily training review, they are required to retake the training module. This Review prepares employees for the final training examination, as these tests are built upon the daily training reviews. The review questions help reinforce areas of importance.

5.3. Final Examinations

On the final day of a Retail Department employee's initial training, employees are required to take multiple final training examinations. In order to successfully complete the training, the employee must pass every test with a score of 80% or better. This ensures employees have established the required knowledge to conduct their responsibilities safely, compliantly, and effectively. Upon successful completion, the employee receives a certificate from the training and education coordinator.

If an employee does not pass a final training examination, the employee may receive up to two days of additional training to cover the materials and procedures of which the employee's knowledge was deficient. These trainings are facilitated by a Retail Department manager or member of Company Leadership. At the end of the extended training period the final training examinations will be retaken. If a failure occurs again, there will be a meeting held between the employee and management on the employee's suitability for the role or to investigate and identify areas the training may have failed.

5.4. Employee Observations

Trainees progress also is evaluated regularly using the two following methods. The first is competency checklists. After the initial phase of training, an employee may be asked to perform a task while being observed by a designated trainer or Retail Department manager. The observer will have a checklist listing the procedures the employee must follow while performing the task. After the checklist is complete, it is reviewed with the employee to reinforce success and correct any mistakes.

Additionally, another method used by the Company to evaluate and provide feedback are periodic performance observations. These observations are performed by Retail Department management while an employee conducts their regular responsibilities. Observations are carried out using a standardized form that include metrics such as register accuracy, product knowledge, and adherence to regulatory compliance, among others.

6. Employee Retraining

In addition to trainings required annually or during an employee's introductory period, there are circumstances where additional training will be required. Further, the Company recognizes the importance of keeping its employees informed on all subjects related to cannabis, particularly regarding federal, state, and local regulations. The training and education coordinator will work with ownership and management to create training materials on any subject they may feel is necessary.

6.1. Training Briefs

The training and education coordinator works closely with department managers and Company Leadership in order to establish areas of need and to monitor operational or regulatory changes and developing concerns. The training and education coordinator develops lesson plans and creates training materials such as informational presentations, and training briefs. Training briefs are 15-minute retraining sessions conducted while staff is gathered at morning and/or nightly meetings.

These sessions are reinforced by physical training materials such as handouts and posters hung in employee high visibility areas. Additionally, the training and education coordinator utilizes the library of educational presentations developed by the Company, covering various topics such as safety protocols, safe and lawful cannabis use, the history of cannabis legality, and the chemical composition of cannabis, among others. These presentations and materials are adapted to suit any retraining opportunity, including sudden regulatory changes that require additional training.

6.2. Events Which Initiate Retraining

The following are events or circumstances which initiate employee retraining. The type and scope of retraining required are determined on a case-by-case basis by the training and education coordinator and applicable department managers and Company Leadership depending on the nature of the event or circumstance.

6.2.1. Regulatory, Operational or Procedural Changes

In the event of a regulatory, operational, or procedural change, the Compliance Department will revise or develop a new SOP. After the approval process is completed, the Compliance Department will issue the SOP to the applicable department manager and the training and education coordinator. The training and education coordinator will then revise all training materials and procedures to reflect the newly issued SOP.

In collaboration with the department managers and Company Leadership, the training and education coordinator will determine the scope and type of retraining required and will oversee implementation of the required training.

Corrective Actions

There are several types of corrective actions that the Company may initiate in the instance of employee error or substandard work. The employees' department manager may assign the employee to retake one or more training modules or request personalized training to address the issue.

If personalized training is requested, the training and education coordinator will design and oversee the training. In the case of trainings initiated by corrective action, the trainings will be evaluated and established on a case-by-case basis.

7. Compliance Training

All employees receive in-depth compliance training during their orientation. The company has produced a video that details what compliance is and why it is so important. Compliance training is then tailored to an employee's role and responsibilities but includes, at a minimum, a detailed overview of all pertinent Commission regulations, and any other applicable federal, state, and local laws. All compliance trainings will also cover issues related to diversion, education, and the safe and lawful handling of cannabis. In addition to receiving compliance training during their initial training period, all employees receive compliance training on an annual basis.

7.1. HIPAA and OSHA Training

The Company also conducts training on the Health Insurance Portability and Accountability Act (HIPAA) and the Occupational Safety and Health Act (OSHA). The Company ensures employees understand these regulations as they relate to their job duties and responsibilities and

are informed of the procedures the Company has established to identify and correct safety concerns.

8. Security Training

All employees receive comprehensive training on the Company's security and safety procedures. This training includes, where appropriate, a facility tour and a detailed overview of the Company's Emergency Action Plan and any other relevant security protocols. The facility tour includes a walkthrough of the facility's limited access areas, the location of all emergency exits, and the locations of panic buttons. Emergency exits are shown immediately and will be reinforced through annual fire drills.

Employees are also trained on the usage and policy regarding radio-frequency identification (RFID) card access system and other security features present in the facility. Security training will be completed by all employees on an annual basis.

Employees working in the Asset Protection Department will be trained to fulfill all requirements of 935 CMR 500.110 and 935 CMR 501.110.

8.1. Safety Training

In order to maintain a safe and clean work environment, all applicable employees will undergo safety training. Employees will be trained on cleanliness standards, such as acceptable hygiene and cleanliness standards. This training also emphasizes instances when additional protective and/or sanitary equipment is to be used, and where appropriate personal protective equipment (PPE) is located.

9. Recordkeeping and Oversight

Pursuant to 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d) all training records will be maintained by the training and education coordinator. The training and education coordinator will utilize the Learning Management System to record, at a minimum, the following information:

1. Employee name
2. Employee department
3. Number of training hours fulfilled

4. Date of completed training
5. Date of retraining, if required
6. Employee quiz score, if applicable
7. Name of trainer
8. Trainer overall evaluation score

Once a training has been completed, the Human Resources Department will enter all information into the Company's human resources information system (HRIS) for recordkeeping purposes. The Learning Management System allows the training and education coordinator to be notified when employees' annual trainings are approaching renewal. In addition to this digital database, the training and education coordinator generates a certificate of completion of the Employee Training Program to be given to employees. A copy training certificates are maintained in employees' personnel files.

Diversity Plan

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1. Statement of Purpose

Pursuant to 935 CMR 500.101(1)(c)8.k., 935 CMR 501.101(1)(c)8.k., and all other applicable Cannabis Control Commission (the "Commission") guidance, I.N.S.A., Inc. (the "Company") has developed the following Diversity Plan to promote equity among the diverse individuals, defined by the Commission to include the following:

1. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people
2. Women
3. Veterans
4. People with disabilities
5. Individuals of the LGBTQ+ community

The Company will document the progress or success of this plan upon the renewal of its license on an annual basis.

2. Goals

The Company has defined the following goals in order to promote equity among diverse individuals:

- **Goal 1:** To promote the career advancement of diverse individuals inside the Company by providing them with additional resources to aid in their professional development by awarding at least two scholarships annually of $2,500 or more to diverse individuals.
    - Supporting Program: Scholarship Program

- **Goal 2:** To promote equity among diverse individuals in our communities by raising money and awareness for charities that benefit diverse individuals by donating to at least five charities annually which support diverse individuals in the amount of $2,000 or more.
    - Supporting Program: Funding for Diversity and Inclusiveness

3. Programs

The following programs will be used to effectuate the Company's goals.

3.1. Scholarship Program

In order to provide employees who are diverse individuals with financial assistance for continuing education and training the Company has developed a Scholarship Program. The Company will award four scholarships of up to $2,500 annually to four employees to use toward continuing education programs through a college or university or through an organization that provides a course or license relevant to the employee's work at the Company.

The Company will conduct a month-long application period on an annual basis to collect applications from employees for participation in its Scholarship Program. Applications will take into consideration a candidate's work record, career and volunteer accomplishments including letters of reference, a personal statement, and career goals.

Applications will be reviewed by the Human Resources Department for completion and scored. Company Leadership will review applications and vote to award the top four applicants with scholarships. At least two scholarship per year will be awarded to an employee who is a diverse individual.

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 and the Company's progress in achieving Goal 1:

1. At least two scholarships per year will be awarded to employees who are diverse individuals.
2. A Company-wide email memo will be sent to all employees notifying them of the beginning of the Scholarship Program application period.

3.2. Giving and Awareness for Diversity Program

In order to promote equity for diverse individuals in the communities in which the Company operates, the Company has established the Giving and Awareness for Diversity Program.

The Company has selected charitable organizations that promote equity among one or more of the following groups:

Diverse Group	Charity
People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people	Blues to Green
Women	Safe Passage
Veterans	Fisher House of Boston
People with disabilities	Clinical & Support Options (CSO)
Individuals of the LGBTQ+ community	North Shore Alliance of Gay, Lesbian, Bisexual, and Transgender Youth (nAGLY); Project Out

The Company will donate at least $2,000 to a charity in each category every year, for a total of at least $10,000 in contributions annually to organizations which promote equity among diverse individuals.

Additionally, along with each donation, the Company will seek to raise awareness for the charity and its mission by promoting the charity using the Company's email list, social media, and/or website.

Letters of Support from the selected charities, along with descriptions of their efforts is included in Appendix A.

Measurements:

The following measurements will be used to track the success of this program and the Company's progress in achieving Goal 2:

1. At least five donations of $2,000 or more will be made annually to charities that promote equity among diverse individuals.
2. Along with each donation, the Company will promote the charity and its mission via its email list, social media, and/or website.

4. Acknowledgements

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively.

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

5. Appendix A

5.1. Blues to Green

Inspired by the life and music of the legendary Charles Neville, the mission of Blues to Green is to utilize music and other arts to center the cultures of the African diaspora within American culture, nurture personal freedom, strengthen multicultural community, and catalyze action for racial and climate justice.

Figure 1. Blues to Green: Letter of Support

BLUES GREEN

Using music to bring people together and to uplift and transform communities and their environments.

BOARD OF DIRECTORS

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SPRINGFIELD Jazz & Roots
SPRINGFIELDJAZZFEST.COM

A project of Blues to Green a 501c3 nonprofit organization
(EIN #26-4764676).

November 5, 2019

Steve Reilly
INSA
122 Pleasant St., Suite 144
Easthampton, MA 01027

Dear Steve,

Thank you for your generous support of the Springfield Jazz & Roots Festival, a free annual celebration presented by Blues to Green that unites our region's diverse cultural communities through music, arts, education, and revelry. Your contribution of $1,000.00 on 8/2/19 helped make our sixth season a great success, not only onstage, but through outreach programs that send performing artists into schools and community centers to inspire youth.

As we prepare for our seventh season, I would love to hear from you to learn more about why you support the festival and which aspects are most important to you. Please feel free to email me directly or setup a time for a meeting.

I would also appreciate if you can take five minutes to pledge your support for our 2020 season (springfieldjazzfest.com/pledge). It makes all the difference to know that we can count on your continued participation.

As the co-producers of the festival, Evan Plotkin and I thank you for supporting Blues to Green in bringing the joy of music to residents of Springfield and beyond, amplifying the creativity and vision contributing to Springfield's revitalization, and enriching lives through an engagement with the arts.

Sincerely,

Kristin Neville

Kristin Neville
President, Blues to Green
kristin@bluestogreen.org
413-219-8229

Please keep this written acknowledgment as a record of your donation. Your contribution is tax deductible. Mention of your company's name or inclusion of your company's logo (i.e. in event advertising, signage, etc.) in exchange for your contribution to the Springfield Jazz & Roots Festival, is considered of insubstantial market value. The estimated fair market value of a booth space is $250; an ad in the program book is $200 (full page), $100 (half page), and $50 (1/4 page); and a VIP pass is $50. Please consult with your tax advisor regarding your tax deduction eligibility.

Blues to Green Inc/Springfield Jazz & Roots Festival
PO Box 51 Springfield, MA 01101
info@bluestogreen.org 413-219-8229

5.2. Safe Passage

Safe Passage serves individuals and families in Hampshire County. A partnership with Hilltown Community Health Centers allows us to serve survivors in the rural areas of Hampshire and Hampden Counties.

Safe Passage serves survivors of all genders. Services are accessible to people with disabilities and are available in English, Spanish, and other languages.

Safe Passage provides survivors with the support and information to keep themselves and their children safe and to rebuild their lives in the wake of domestic violence.

Figure 2. Safe Passage: Letter of Support

October 13, 2020

To whom it may concern,

This letter is to verify that Safe Passage will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

Safe Passage is dedicated to creating a world free of domestic violence and relationship abuse. We support survivors and their families, engage our community and advocate for systemic change.

Thank you,

Amber Abdella
Development & Special Events Coordinator
413-586 1125 x22
amber@safepass.org

Safe Passage is a 501 (c) (3) nonprofit organization. Our federal tax ID is **04-2690131**. All donations are tax-deductible except in cases where goods or services are provided in exchange.

5.3. Clinical & Support Options (CSO)

Clinical & Support Options (CSO) provides a wide range of responsive and effective trauma-informed interventions for mental health, substance use disorder recovery, family services, and more.

CSO's community-based nonprofit behavioral health agency delivers comprehensive, holistic clinical and support services throughout Western Massachusetts in five counties (Berkshire, Franklin, Hampshire, Hampden and Worcester/North Quabbin).

Friends of the Homeless (FOH) is a program of CSO based in Springfield, MA. FOH operates the largest emergency shelter for adult individuals in Western Mass. and serves 150K meals annually.

Figure 3. Clinical & Support Options (CSO): Letter of Support

CLINICAL & SUPPORT OPTIONS

To Whom it May
Concern,

This letter is to verify that Clinical and Support Options (CSO) will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

Each year, more than **16,000 individuals and families** turn to Clinical & Support Options (CSO) for a wide range of responsive and effective trauma-informed interventions for mental health, substance use disorder recovery, family services, and more.

Our community-based nonprofit behavioral health agency delivers comprehensive, holistic clinical and support services throughout Western Massachusetts in five counties (Berkshire, Franklin, Hampshire, Hampden and Worcester/North Quabbin)

Clinical & Support Options Inc. is a 501(c)3 non-profit agency (Tax I.D. #042206041).

Thank you for your generosity and continued support.

With Gratitude,

Allie Weissman
Development & Volunteer Programs Manager

CLINICAL & SUPPORT OPTIONS
8 Atwood Drive, Northampton, MA 01060
Office: 413-773-1314 ext. 1006
Mobile: 413-364-1896
csoinc.org

Enhancing Lives. Strengthening Communities

8 Atwood Drive Suite 301 Northampton, MA 01060 Phone: 413.773.1314
www.csoinc.org

5.4. North Shore Alliance of Gay, Lesbian, Bisexual, and Transgender Youth (nAGLY)

NAGLY is the North Shore Alliance of Gay, Lesbian, Bisexual, and Transgender Youth. Our mission is to honor, respect, educate, and empower LGBTQ youth. We offer programs, meetings, clubs, activities, and events for LGBTQ youth, their families, and allies.

NAGLY is a place where youth can discuss issues of importance to them, explore their identities, build self-awareness, and learn skills for being safe and healthy. Through group building and community service opportunities, the youth and staff at NAGLY have created a strong community that promotes respect for self and for others. Youth of all sexual orientations, gender identities, ethnicities, cultural backgrounds, classes, and abilities are welcome and celebrated. Young people who are unsure or questioning are supported as they remain in transition or examine possibilities carefully and in a developmentally appropriate manner.

Figure 4. NAGLY Letter of Support

April 29, 2021

NAGLY
NORTH SHORE ALLIANCE OF GLBTQ YOUTH

To Whom it May Concern,

This letter is to verify that the North Shore Alliance of LGBTQ Youth (NAGLY) will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

NAGLY's mission is 'To Honor, Respect, Educate, and Empower LGBTQ youth.'

Thank You,

Stephen Harrington
Executive Director
ExecDir@nagly.org
9787.224.2102

EIN: 04-3399331

North Shore Alliance of Gay, Lesbian, Bisexual, and Transgender Youth
2 East India Square, Suite 121, Salem, MA 01970

www.nagly.org
978.224.2102

5.5. Project OUT

A non-profit organization, Project OUT, Inc. provides support and financial assistance to transgender and gender non-binary individuals who do not have access to life saving gender-affirming services & products that allow for authentic living.

Through education, advocacy and gender-affirming programs, Project Out is dedicated to eradicate bias against the transgender community while empowering the trans community to live safely and authentically each day.

Figure 5. Project OUT Letter of Support

PROJECT OUT

LIFE-SAVING. GENDER AFFIRMING. ERADICATING BIAS. EVERY DAY.

To Whom it May Concern,

This letter is to verify that **Project Out Inc.** will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

Mission Statement:

Project OUT, Inc. provides support and financial assistance to transgender and gender diverse individuals to access to life-saving gender-affirming services & products that allow for authentic living. Through education, advocacy and gender-affirming programs, Project Out is dedicated to eradicating bias against the transgender community while empowering the trans community to live safely and authentically each day.

Thank You,

Nicole Lashomb, Co-Executive Director

Project Out Inc.

2 Margin St. #776, Salem, MA 01970

857-228-4911

ProjectOut.org

EIN: 82-5148024

5.6. Fisher House of Boston

To ease the burden of our Veterans and their families during illness or injury. To serve those who have served. Fisher House Boston's mission is to provide a home away from home where military families can stay while a loved one is receiving in-house treatment at any of our world-renowned medical centers in Boston or at the VA Healthcare Systems in West Roxbury. We are responsive to the needs of our guests above and beyond what the VA can provide. Our goal is to meet the basic comfort needs of our guests, as well as enhance their environment to be one of healing and support.

Figure 6. Fisher House of Boston - Letter of Support

To Whom it May Concern,

This letter is to verify that Fisher House of Boston will accept donations from I.N.S.A., Inc. to support our organization to help our general fund and programming. Our organization would be pleased to accept donations from I.N.S.A., Inc. and looks forward to partnering with them in the future.

Our Mission:

To ease the burden of our Veterans and their families during illness or injury. To serve those who have served. Fisher House Boston's mission is to provide a home away from home where military families can stay while a loved one is receiving in-house treatment at any of our world-renowned medical centers in Boston or at the VA Healthcare Systems in West Roxbury. We are responsive to the needs of our guests above and beyond what the VA can provide. Our goal is to meet the basic comfort needs of our guests, as well as enhance their environment to be one of healing and support.

Thank You

Jennifer DeLuca | Executive Director | Fisher House of Boston
jdeluca@fisherhouseboston.org | Direct (508)728-8781
Mailing Address: PO Box 230 | S Walpole, MA 02071
facebook.com/fisherhousebos/

Tax ID 26-0190895