



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284655
Original Issued Date: 01/18/2023
Issued Date: 01/18/2023
Expiration Date: 01/18/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: In Good Health

Phone Number: 508-682-1510 Email Address: dnoble@ingoodhealthma.com

Business Address 1: 449 Route 130

Business Address 2:

Business City: Sandwich

Business State: MA

Business Zip Code: 02563

Mailing Address 1: 1200 West Chestnut St

Mailing Address 2:

Mailing City: Brockton

Mailing State: MA

Mailing Zip Code: 02301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201826

RMD INFORMATION

Name of RMD: In Good Health

Department of Public Health RMD Registration Number: RMD105

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

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control:

Role: Owner / Partner

Other Role:

First Name: Andrea

Last Name: Noble

Suffix:

Gender: Female	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: 25	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Gerald	Last Name: Freid	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: 9.99	Percentage Of Control: 100	
Role: Executive / Officer	Other Role:	
First Name: David	Last Name: Noble	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 / Officer	Other Role:	
First Name: Barry	Last Name: Kirshner	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 5

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

Person with Direct or Indirect Authority 6

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: David	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Retailer	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 2

First Name: David	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 3

First Name: David	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 4

First Name: David	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 5

First Name: David	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Sandwich	Marijuana Establishment State: MA	

Individual 6

First Name: Andrea	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Retailer	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 7

First Name: Andrea	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 8

First Name: Andrea	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 9

First Name: Andrea	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 10

First Name: Andrea	Last Name: Noble	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Sandwich	Marijuana Establishment State: MA	

Individual 11

First Name: Gerald	Last Name: Freid	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Retailer	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 12

First Name: Gerald	Last Name: Freid	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 13

First Name: Gerald	Last Name: Freid	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 14

First Name: Gerald	Last Name: Freid	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 15

First Name: Gerald	Last Name: Freid	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Sandwich	Marijuana Establishment State: MA	

Individual 16

First Name: Barry	Last Name: Kirshner	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Retailer	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 17

First Name: Barry	Last Name: Kirshner	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Cultivator	

Marijuana Establishment City: Brockton	Marijuana Establishment State: MA
--	-----------------------------------

Individual 18

First Name: Barry	Last Name: Kirshner	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 19

First Name: Barry	Last Name: Kirshner	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 20

First Name: Barry	Last Name: Kirshner	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Sandwich	Marijuana Establishment State: MA	

Individual 21

First Name: Rodereck	Last Name: Tayag	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Retailer	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 22

First Name: Rodereck	Last Name: Tayag	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 23

First Name: Rodereck	Last Name: Tayag	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Brockton	Marijuana Establishment State: AK	

Individual 24

First Name: Rodereck	Last Name: Tayag	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 25

First Name: Rodereck	Last Name: Tayag	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Other	
Marijuana Establishment City: Sandwich	Marijuana Establishment State: MA	

Individual 26

First Name: Long	Last Name: Nguyen	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Retailer	
Marijuana Establishment City: Brockton	Marijuana Establishment State: MA	

Individual 27

First Name: Long	Last Name: Nguyen	Suffix:
Marijuana Establishment Name: In Good Health	Business Type: Marijuana Cultivator	

Marijuana Establishment City: Brockton Marijuana Establishment State: MA

Individual 28

First Name: Long Last Name: Nguyen Suffix:
Marijuana Establishment Name: In Good Health Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Brockton Marijuana Establishment State: MA

Individual 29

First Name: Long Last Name: Nguyen Suffix:
Marijuana Establishment Name: In Good Health Business Type: Other
Marijuana Establishment City: Brockton Marijuana Establishment State: MA

Individual 30

First Name: Long Last Name: Nguyen Suffix:
Marijuana Establishment Name: In Good Health Business Type: Other
Marijuana Establishment City: Sandwich Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 449 Route 130
Establishment Address 2:
Establishment City: Sandwich Establishment Zip Code: 02563
Approximate square footage of the establishment: 2100 How many abutters does this property have?: 3
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	IGH Sandwich HCACF.pdf	pdf	62deef74fad13900086634c0	07/25/2022
Community Outreach Meeting Documentation	IGH Sandwich Community Outreach Meeting slides.pdf	pdf	62e3d185c4bff6000931b0fd	07/29/2022
Plan to Remain Compliant with Local Zoning	IGH Local Compliance Plan_2022 Sandwich Colocated.pdf	pdf	63067bb744fa35000ad65721	08/24/2022
Community Outreach Meeting Documentation	IGH Community Outreach Attestation Form_Revised.pdf	pdf	6306941244fa35000ad6a079	08/24/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	IGH Sandwich Plan for Positive Impact 2022 Sandwich Colocated.pdf	pdf	630679e244fa35000ad652f4	08/24/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Andrea Last Name: Noble Suffix:
RMD Association: RMD Owner
Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Gerald Last Name: Freid Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 3

Role: Executive / Officer Other Role:
First Name: David Last Name: Noble Suffix:
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 4

Role: Manager Other Role:
First Name: Long Last Name: Nguyen Suffix:
RMD Association: RMD Staff
Background Question: no

Individual Background Information 5

Role: Executive / Officer Other Role:
First Name: Barry Last Name: Kirshner Suffix:
RMD Association: RMD Manager
Background Question: no

Individual Background Information 6

Role: Manager Other Role:
First Name: Rodereck Last Name: Tayag Suffix:
RMD Association: RMD Manager
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	IGH Sandwich MA SOS Certificate.pdf	pdf	62def002fad13900086636be	07/25/2022

Department of Revenue - Certificate of Good standing	IGH Sandwich DOR Certificate of Good Standing.pdf	pdf	62e00419c4bff600092c99d5	07/26/2022
Bylaws	IGH Bylaws 11-6-2018.PDF	pdf	62e3d256c4bff6000931b445	07/29/2022
Articles of Organization	IGH Restated Articles-Articles of Entity Conversion.pdf	pdf	6303bcf544fa35000ad29199	08/22/2022
Department of Revenue - Certificate of Good standing	IGH Sandwich DUA Certificate of Good Standing.pdf	pdf	6304f71144fa35000ad40262	08/23/2022

No documents uploaded

Massachusetts Business Identification Number: 001353860

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	IGH Sandwich Insurance Certificate.pdf	pdf	62def03bfad1390008663741	07/25/2022
Business Plan	IGH Sandwich Business Plan.pdf	pdf	62e3d286c4bff6000931b4f0	07/29/2022
Proposed Timeline	IGH Timeline.pdf	pdf	62e844b5c4bff600093520cd	08/01/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Transportation of marijuana	IGH Sandwich Transportation Plan.pdf	pdf	62d9a798fad13900086271aa	07/21/2022
Energy Compliance Plan	IGH Sandwich Energy Compliance Plan.pdf	pdf	62d9a821c4bff6000927abba	07/21/2022
Plan for obtaining marijuana or marijuana products	IGH Plan to Obtain Marijuana_Sandwich Co-Located.pdf	pdf	6303c4ddd239e20007d9955f	08/22/2022
Inventory procedures	IGH Inventory Procedures Sandwich Co-Located.pdf	pdf	630526a244fa35000ad48b9e	08/23/2022
Storage of marijuana	IGH Storage Plan Sandwich Co-Located.pdf	pdf	630526cbd239e20007db82a6	08/23/2022
Prevention of diversion	IGH Prevention of Diversion Plan Sandwich Co-Located.pdf	pdf	630526e1d239e20007db8308	08/23/2022
Quality control and testing	IGH Quality Control & Testing Procedures Sandwich Co-Located.pdf	pdf	630526efd239e20007db8322	08/23/2022
Security plan	IGH Security Plan_2022 Sandwich Co-Located.pdf	pdf	630537d344fa35000ad4c2c2	08/23/2022
Restricting Access to age 21 and older	IGH Restricting Access to Age 21 or Older 2022 Sandwich Co-Located.pdf	pdf	630537e0d239e20007dbbac4	08/23/2022
Dispensing procedures	IGH Dispensing Policy 2022 Sandwich Co-Located.pdf	pdf	630537efd239e20007dbbad8	08/23/2022
Personnel policies including background checks	IGH Personnel Policy 2022 Sandwich Co-Located.pdf	pdf	630537fad239e20007dbbaec	08/23/2022

Diversity plan	IGH Diversity Plan 2022 Sandwich Co- Located.pdf	pdf	63067a47d239e20007dd5b6f	08/24/2022
Maintaining of financial records	IGH Maintenance of Financial Records Plan 2022 Sandwich Co-Located.pdf	pdf	63067a58d239e20007dd5b92	08/24/2022
Qualifications and training	IGH Qualifications - Training Plan 2022 Sandwich Colocated.pdf	pdf	63067a69d239e20007dd5bd5	08/24/2022
Record Keeping procedures	IGH Record Retention Plan 2022 Sandwich Co-Located.pdf	pdf	63067a82d239e20007dd5bf1	08/24/2022
Separating recreational from medical operations, if applicable	IGH Separation Plan 2022 Sandwich Co- Located.pdf	pdf	63067a97d239e20007dd5c5b	08/24/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM

Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

In Good Health

2. Name of applicant's authorized representative:

David Noble President/CEO

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Sandwich

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

Heather Harper



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

Heather B. Harper

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).*):

hharper@sandwichmass.org

8. Host community agreement execution date:

July 21st 2022



Community Outreach Meeting

In Good Health, Inc. - Sandwich, MA
Adult-Use Retail Establishment

David Noble, President & CEO

June 27, 2022



► Background

- In Good Health, Inc. (“IGH”) is one of the first licensed medical cannabis establishments in Massachusetts, and has been in continuous operation since 2015
- IGH currently conducts cannabis operations in two locations:
 - Brockton, MA - IGH administrative and business headquarters, cultivation and product manufacturing facilities, adult-use retail establishment and medical marijuana treatment center (“MTC”)
 - Sandwich, MA - IGH MTC (opened May 2021)



► Background (Cont.)

- On May 2, 2022, voters passed a Zoning Bylaw to regulate and allow for adult-use marijuana sales in Sandwich.
- The Bylaw would allow for the placement of a co-located MTC and Adult-Use retail dispensary site within the Town's Medical Marijuana Overlay District ("MMOD").
- The MTC is currently located in the MMOD.



► Proposed Plans

- In Good Health, Inc. (“IGH”) is seeking a license from the Massachusetts Cannabis Control Commission (“CCC”) to operate an Adult-Use Retail Establishment to be co-located at the current MTC Site.
- Operations at the Sandwich location will be limited to medical and adult-use retail sales only (i.e. no cultivation or product manufacturing operations will take place at his location).
- IGH will amend its existing Host Community Agreement with the Town.

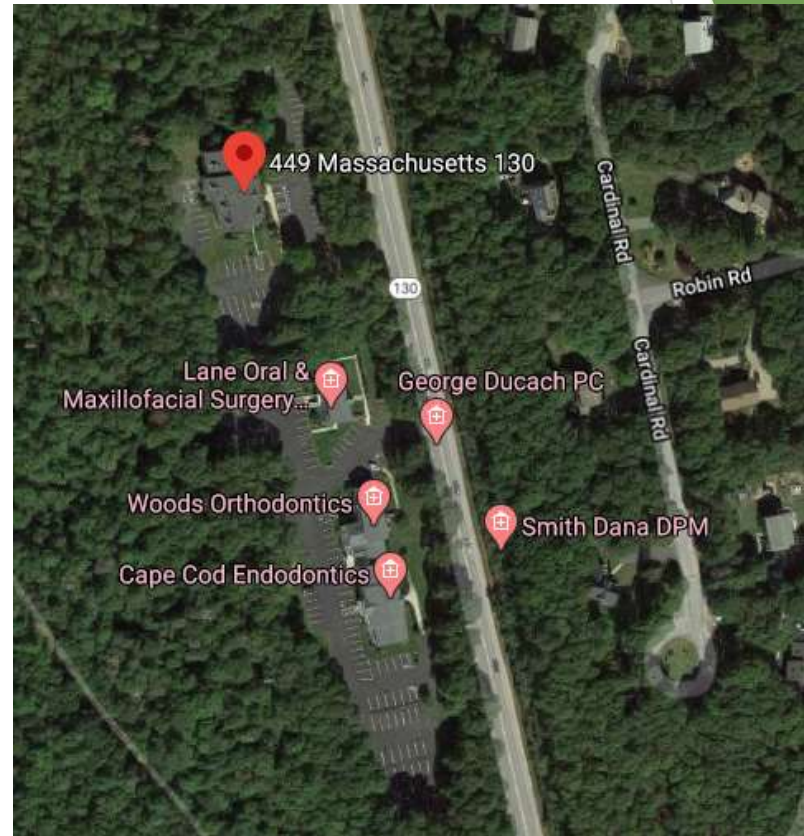


► Location

449 Route 130

Units 4b, 7 and 8

Sandwich, MA 02653





- ▶ Security and Diversion Prevention
 - ▶ Physical security
 - ▶ Database tracking and inventory
 - ▶ Secure transportation
 - ▶ Mandatory employee training

- ▶ Public Nuisance
 - ▶ Location; parking; odor mitigation



- ▶ Plan to Positively Impact Community
 - ▶ Current partnerships in Brockton
 - ▶ Champion Plan
 - ▶ YMCA
 - ▶ PACC Sheriff's Office
 - ▶ Family & Community Resources
 - ▶ Benefits to Sandwich
 - ▶ Substance abuse funding



► Questions?

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: COMPLIANCE WITH LOCAL AND STATE ORDINANCES

POLICY

In Good Health, Inc. (“IGH”) will comply with all local and state ordinances and requirements relative to its operations as a colocated marijuana operation in the Town of Sandwich. IGH is committed to complying with all local ordinances of the Town of Sandwich as well as laws and statutes of the Commonwealth of Massachusetts. The employee charged with maintaining compliance for all IGH operations in Sandwich and the City of Brockton will be responsible for the oversight of IGH’s operations for compliance with local and state ordinances (the “Director of Compliance”).

PROCEDURE

1. The Director of Compliance will be knowledgeable regarding all state and local approvals required for IGH to operate a colocated facility. The Director of Compliance is required to maintain accurate, current records and copies of all approvals granted to IGH in connection with its operations as a colocated marijuana operation, including local and state approvals for operations.
2. The Director of Compliance will be responsible for the good standing of all licenses and certifications required for the operation of a MTC and Adult-Use Retail facility. This will include the timely filing of all renewal applications for licenses and certifications to ensure no expiration of required approvals for operations. The Director of Compliance may utilize outside counsel for assistance in preparing and submitting all applications to maintain current licenses and certifications.
3. The Director of Compliance will be responsible for remaining current on all changes to local and state regulations, statutes, ordinances, codes, bylaws, and zoning requirements that will impact IGH’s licenses, certifications, and general operations. The Director of Compliance may consult with and engage outside counsel as necessary for the purposes of ensuring compliance and understanding any changes that impact IGH.
4. In order to ensure compliance with local requirements, the Director of Compliance has retained local counsel within the Town of Sandwich and City of Brockton on behalf of IGH. The local counsel retained by IGH demonstrates knowledge of the local requirements related to IGH’s operations, including zoning issues. The Director of Compliance will work with local counsel to ensure IGH’s operations are consistent with all local codes, ordinances, bylaws, and zoning requirements. IGH will request local counsel’s advice regarding any proposed or actual changes in local codes, ordinances, bylaws, and zoning requirements or any changes in business operations that would impact IGH’s ongoing compliance. The Director of Compliance will work with local counsel to ensure IGH remains compliant with any changes.

5. To maintain compliance with state requirements, the Director of Compliance has retained outside counsel on behalf of IGH. Outside counsel specializes in healthcare matters, including regulatory compliance and Massachusetts statutes, regulations, and codes. The Director of Compliance will work with outside counsel to ensure IGH's operations are consistent with all Massachusetts statutes, regulations, and codes. IGH will seek the advice of outside counsel regarding any proposed or actual changes in Massachusetts statutes, regulations, and codes that would impact the ongoing operations of IGH. The Director of Compliance will work with local counsel to ensure IGH remains compliant with any changes.
6. IGH will operate in good standing with all local codes, ordinances, bylaws, and zoning and Massachusetts statutes, regulations, and codes. If IGH learns or becomes aware of any non-compliance, it will work to remedy such deficiency as quickly as possible and provide any required notices in conformance with local or state requirements.
7. IGH's existing manufacturing and cultivation operations sited at 1200 West Chestnut Street in Brockton, MA have remained compliant with the City of Brockton's local ordinances and approval.
8. **ADULT-USE SPECIFIC REQUIREMENTS:** IGH's proposed Adult-Use Retail operation will be colocated with IGH's existing MTC at 449 Route 130 in Sandwich, MA and will operate in compliance with all codes, ordinances, bylaws, and zoning requirements established by the Town of Sandwich. On May 2, 2022, the Town of Sandwich, through its Annual Town Meeting passed a zoning by-law amendment to allow for a colocated marijuana operation within the Town's Medical Marijuana Overlay District, which covers the current MTC site. The amendments were approved by the Massachusetts Attorney General on August 15, 2022. On August 16, 2022, Sandwich's Director of Planning & Economic Development and outside legal counsel confirmed that the remaining step includes the application and approval of a Special Permit by the Sandwich Zoning Board of Appeals for the issuance of the CMO zoning approval after the issuance of a provisional license by the CCC. No other local requirements will. Once IGH receives a provisional license, it will submit a copy of the provisional license, as well as its existing CCC-approved waivers, policies, and procedures, a site plan, and photographs of the premises and adjoining structures to the Sandwich Zoning Board of Appeals pursuant to Sections 1340 and 8005. Following the issuance of the Special Permit, IGH shall have satisfied the local permitting requirements and will be positioned to seek final licensure from the CCC. Further, IGH will draft all relevant policies and procedures accompanying its application for licensure to the Commission in accordance with both 935 CMR 500.000 and 935 CMR 501.000 and the Town of Sandwich Protective Zoning By-Laws, including the Security Plan. Once received, IGH will renew its special permit every five (5) years pursuant to Section 8006.

APPROVED BY:

[Insert Name]

Date

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 6/27/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

6/10/22

b. Name of publication:

Cape Cod Times

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:

6/8/22

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

a. Date notice(s) mailed:

6/16/22

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



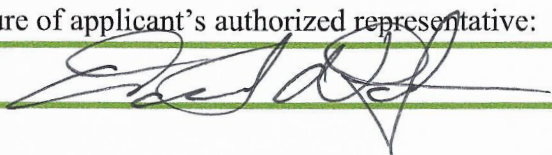
Name of applicant:

In Good Health

Name of applicant's authorized representative:

David Noble President/CEO

Signature of applicant's authorized representative:



LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Husch Blackwell LLP
One Beacon Street
Suite 1320
Boston MA 02108-3106

STATE OF MASSACHUSETTS, COUNTY OF BARNSTABLE

The Cape Cod Times, a daily newspaper distributed in Barnstable County, published in the English language in the City of Cape Cod, County of Barnstable, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/10/2022

and that the fees charged are legal.

Sworn to and subscribed before on 06/10/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$250.25

Order No: 7396234

Customer No: 668514

PO #:

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

SHELLY HORA
Notary Public
State of Wisconsin

NOTICE OF COMMUNITY OUTREACH MEETING
NOTICE OF COMMUNITY OUTREACH MEETING.
Notice is hereby given that a one-hour Community Outreach Meeting for a proposed Adult-Use Marijuana Retailer ("Adult-Use Marijuana Establishment") is scheduled for Monday, June 27, 2022 at 6:00 PM EST at 449 Route 130, Unit 4, Sandwich, MA 02653. In Good Health, Inc. intends to apply for a license to operate an Adult-Use Marijuana Establishment at 449 Route 130, Units 4b, 7 and 8, Sandwich, MA 02653, the location of the company's existing Medical Marijuana Treatment Center. Information presented at the Community Outreach Meeting will include: (a) An overview of the operations of the Adult-Use 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 Adult-Use Marijuana Establishment to prevent diversion to minors; (d) a plan by the Adult-Use Marijuana Establishment to positively impact the community; and (e) information adequate to demonstrate that the location will not constitute a nuisance. Please note that the meeting agenda will be available electronically at least twenty-four (24) hours in advance of the meeting. To access the agenda, please visit ingoodhealthma.com. There will be an opportunity for the public to ask questions and provide feedback prior to, during, and after the meeting. If you would like to submit a question prior to the meeting, please email David Noble at dnoble@ingoodhealthma.com with the subject line "Outreach Meeting Question Submission" no later than 5:00pm on Friday, June 24, 2022. Notice date: Friday, June 10, 2022.

of Copies:

-1

From: [David Noble](#)
To: [Tringale, Steve](#)
Subject: FW: Notice of Community out reach meeting
Date: Monday, August 22, 2022 2:17:25 PM
Attachments: [notice of community outreach.pdf](#)

[EXTERNAL EMAIL]

From: David Noble
Sent: Wednesday, June 8, 2022 4:16 PM
To: 'twhite@sandwichmass.org'
Cc: 'Dunham, George'
Subject: Notice of Community out reach meeting

Good afternoon Mr. White I am writing to you today to inform you of In Good Health's community outreach meeting which will be held on June 27th. This notice is being sent per CCC regulations.

Thank you

David Noble

June 8, 2022

Via E-Mail

Taylor D. White
Town Clerk and Records Access Officer
Town of Sandwich
145 Main Street
Sandwich, MA 02563

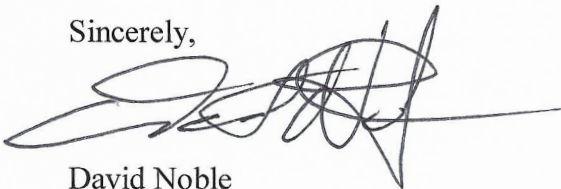
RE: In Good Health, Inc. Notice of Community Outreach Meeting

Dear Mr. Clerk:

Pursuant to 935 CMR 500.101(1)(a)(9), please find enclosed a copy of the Notice of Community Outreach Meeting (the "Notice") regarding an upcoming community outreach meeting to provide the public with information about In Good Health, Inc.'s ("IGH") plan to apply for an adult-use marijuana establishment license to be located the site of its current medical marijuana treatment center at 449 Route 130, Units 4b, 7 and 8, in Sandwich. The meeting will be held on Monday June 27, 2022 at 6:00 PM EST at 449 Route 130, Unit 4, in Sandwich. The public will be invited to submit or ask questions prior to, during, and after the meeting. Pursuant to Massachusetts Cannabis Control Commission regulations, the Notice will be posted in the Cape Cod Times on Friday, June 10, 2022, providing at least fourteen (14) days' advance notice to the public. The Notice will also be mailed to abutters located within three hundred (300) feet of the proposed location at least seven (7) days prior to the meeting.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Noble', with a long horizontal line extending to the right.

David Noble
President & CEO

Enc.

NOTICE OF COMMUNITY OUREACH MEETING

NOTICE OF COMMUNITY OUREACH MEETING. Notice is hereby given that a one-hour Community Outreach Meeting for a proposed Adult-Use Marijuana Retailer ("Adult-Use Marijuana Establishment") is scheduled for **Monday, June 27, 2022 at 6:00 PM EST** at 449 Route 130, Unit 4, Sandwich, MA 02653. **In Good Health, Inc.** intends to apply for a license to operate an Adult-Use Marijuana Establishment at 449 Route 130, Units 4b, 7 and 8, Sandwich, MA 02653, the location of the company's existing Medical Marijuana Treatment Center. Information presented at the Community Outreach Meeting will include: (a) An overview of the operations of the Adult-Use 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 Adult-Use Marijuana Establishment to prevent diversion to minors; (d) a plan by the Adult-Use Marijuana Establishment to positively impact the community; and (e) information adequate to demonstrate that the location will not constitute a nuisance. Please note that the meeting agenda will be available electronically at least twenty-four (24) hours in advance of the meeting. To access the agenda, please visit **ingoodhealthma.com**. There will be an opportunity for the public to ask questions and provide feedback prior to, during, and after the meeting. If you would like to submit a question prior to the meeting, please email David Noble at dnoble@ingoodhealthma.com with the subject line "Outreach Meeting Question Submission" no later than 5:00pm on Friday, June 24, 2022. Notice date: Friday, June 10, 2022.

NOTICE OF COMMUNITY OUREACH MEETING

NOTICE OF COMMUNITY OUREACH MEETING. Notice is hereby given that a one-hour Community Outreach Meeting for a proposed Adult-Use Marijuana Retailer (“Adult-Use Marijuana Establishment”) is scheduled for **Monday, June 27, 2022 at 6:00 PM EST** at 449 Route 130, Unit 4, Sandwich, MA 02653. **In Good Health, Inc.** intends to apply for a license to operate an Adult-Use Marijuana Establishment at 449 Route 130, Units 4b, 7 and 8, Sandwich, MA 02653, the location of the company’s existing Medical Marijuana Treatment Center. Information presented at the Community Outreach Meeting will include: (a) An overview of the operations of the Adult-Use 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 Adult-Use Marijuana Establishment to prevent diversion to minors; (d) a plan by the Adult-Use Marijuana Establishment to positively impact the community; and (e) information adequate to demonstrate that the location will not constitute a nuisance. Please note that the meeting agenda will be available electronically at least twenty-four (24) hours in advance of the meeting. To access the agenda, please visit **ingoodhealthma.com**. There will be an opportunity for the public to ask questions and provide feedback prior to, during, and after the meeting. If you would like to submit a question prior to the meeting, please email David Noble at dnoble@ingoodhealthma.com with the subject line “Outreach Meeting Question Submission” no later than 5:00pm on Friday, June 24, 2022. Notice date: Friday, June 10, 2022.

Town Of Sandwich

THE OLDEST TOWN ON CAPE COD

OFFICE OF THE BOARD OF ASSESSORS
ASSESSING DEPARTMENT



16 Jan Sebastian Drive
Sandwich, MA 02563-2319
TEL: 508-888-0157
FAX: 508-833-8098
E-mail: assessing@sandwichmass.org

TO: CAPE COD COMMISSION

SUBJECT: CERTIFIED LIST OF ABUTTERS AS REQUESTED BY:
DAVID NOBLE FOR IN GOOD HEALTH
MAP 32 PARCEL 006-04B
449 ROUTE 130, UNIT 4B, SANDWICH, MA 02563

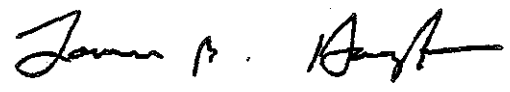
DATE: JUNE 1, 2022

THE ATTACHED LIST OF ABUTTERS REQUESTED BY DAVID NOBLE FOR IN
GOOD HEALTH (MAP 32 PARCEL 006-04B) HAS BEEN CERTIFIED BY THE
BOARD OF ASSESSORS AS PER RECORDS IN THE TOWN OF SANDWICH
ASSESSOR'S OFFICE AS OF FISCAL 2022.

BOARD OF ASSESSORS


Robert G. James


Nicholas E. Fernandes, Jr.


Lawrence B. Harrington

Certified list is good for 6 months from the above certification date.

TOWN OF SANDWICH
THE OLDEST TOWN ON CAPE COD
OFFICE OF THE BOARD OF ASSESSORS



16 JAN SEBASTIAN DRIVE
SANDWICH, MASSACHUSETTS 02563-2319
TELEPHONE (508) 888-0157
FAX (508) 833-8098

JUN 1 2022 PM 8:15

**LIST OF ABUTTERS
REQUEST FOR CERTIFICATION**

NOTE: PLEASE ALLOW TEN BUSINESS DAYS FOR A LIST TO BE CERTIFIED BY ASSESSORS,
PER M.G.L. CH. 66, S.10 LISTS ARE CERTIFIED ON A "FIRST COME, FIRST SERVE" BASIS
PLEASE PLAN YOUR TIME FRAME ACCORDINGLY

Date of Request 5/31/2022

Person Requesting Certification David Noble

Address Sandwich, MA 02563

Contact Person Telephone 16178691855

Contact Person Email dbn1977@gmail.com

Signature _____

Name of Applicant In Good Health

Address 449 Route 130, Sandwich, MA 02563

Street Location of Property 449 ROUTE 130

Parcel Id 32-006-04B

Number of Abutters on List 22 35 INCLUDES SUBJECT PARCEL & 4 ABUTTING TOWNS

The application is for:

- ☐ Board of Appeals (Variance, Special Permit, Comprehensive Permit)
☐ Planning Board (Special Permit)
☐ Selectmen (Road Taking)
☐ Selectmen (Utility/Pole Location)
☐ Selectmen (Gasoline/Oil Storage Tank)
☐ Selectmen (Liquor License)
☐ Conservation Commission (Notice of Intent)
☐ Historic District (Certificate of Appropriateness)
☐ Board of Health (Site Assignment)
☒ Other (Specify)

for CCC license filing

For Use by Assessors

☐ The attached list has more than three errors. Please submit corrected list

☒ The attached list is certified to be a correct listing of abutters for the described application, based on the most recent tax list

Certified by KERRY SMITH

Title ADMIN

Fee \$50.00

Signature VAS

Date Paid 6/9/22 CASH

Parcel ID 32-005-	Name: WOODS REALTY ASSOCIATES, LLC Name 2: - Address: 441 ROUTE 130 Town: SANDWICH MA 02563-2340 Property Loc: 441 ROUTE 130
Parcel ID 32-006-001	Name: 449 #1 NOMINEE TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-002	Name: ROUTE 130 NOMINEE REALTY TRUST Name 2: - Address: 68 CRAWFORD ROAD Town: COTUIT MA 02635 Property Loc: 449 ROUTE 130
Parcel ID 32-006-003	Name: ROUTE 130 NOMINEE REALTY TRUST Name 2: - Address: 68 CRAWFORD ROAD Town: COTUIT MA 02635 Property Loc: 449 ROUTE 130
Parcel ID 32-006-004	Name: ABSPORT REALTY TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-005	Name: DUCACH, SALLY A Name 2: - Address: 9 DICKERMAN LANE Town: BRAINTREE MA 02184 Property Loc: 449 ROUTE 130
Parcel ID 32-006-006	Name: GDBS II TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-007	Name: B MARLIN NOMINEE TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-008	Name: GDBSII TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130

Parcel ID 32-006-009	Name: BSPOINT REALTY TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-011	Name: ABSPOINT REALTY TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-012	Name: BOYD, GREGORY P & GORDON D BOYD Name 2: - Address: 61 GREAT HILL ROAD Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-013	Name: BSPOINT REALTY TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-014	Name: ABSPOINT REALTY TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-015	Name: AGKG REALTY LLC Name 2: - Address: PO BOX 10 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-006-01A	Name: TOLTIN, TORREY & MARIANNE KOENIG Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563-2339 Property Loc: 449 ROUTE 130
Parcel ID 32-006-04A	Name: GDBS II TRUST Name 2: - Address: 449 ROUTE 130 Town: SANDWICH MA 02563 Property Loc: 449 ROUTE 130
Parcel ID 32-007-	Name: COMM OF MASS DEPT OF ENVIRONMENTAL MGMT Name 2: COMMISSION, DEM Address: 100 CAMBRIDGE STREET Town: BOSTON MA 02202-0044 Property Loc: 455 ROUTE 130

Parcel ID 32-040-	Name: AHNQUIST, JONATHAN C & JANA L Name 2: - Address: 16 CARDINAL ROAD Town: SANDWICH MA 02563 Property Loc: 16 CARDINAL ROAD
Parcel ID 32-041-	Name: SANDS, CHARLES E JR & RENATE H Name 2: - Address: PO BOX 1447 Town: SANDWICH MA 02563 Property Loc: 10 CARDINAL ROAD
Parcel ID 32-042-	Name: ZERBE, PATRICK T & JESSICA L Name 2: - Address: 8 CARDINAL ROAD Town: SANDWICH MA 02563 Property Loc: 8 CARDINAL ROAD
Parcel ID 32-043-	Name: WELLS, NICHOLAS J & KELLIE A Name 2: - Address: 6 CARDINAL ROAD Town: SANDWICH MA 02563 Property Loc: 6 CARDINAL ROAD
Parcel ID 32-049-	Name: COMM OF MASS DEPT OF ENVIORNMENTAL MGMNT Name 2: COMMISSIONER, DEM Address: 100 CAMBRIDGE STREET Town: BOSTON MA 02202-0044 Property Loc: 456 ROUTE 130
Parcel ID 32-050-	Name: GOTTSCHKE, ROBERT J & CATHERINE ANN Name 2: - Address: 12 CARDINAL ROAD Town: SANDWICH MA 02563 Property Loc: 12 CARDINAL ROAD
Parcel ID 32-051-	Name: HARRIS, MELISSA A Name 2: - Address: 14 CARDINAL ROAD Town: SANDWICH MA 02563 Property Loc: 14 CARDINAL ROAD
Parcel ID 99-002-	Name: COMM OF MASS DEPT OF ENVIORNMENTAL MGMNT Name 2: COMMISSIONER, DEM Address: 100 CAMBRIDGE STREET Town: BOSTON MA 02202-0044 Property Loc: 0 ROUTE 130 AND PINE ST
Parcel ID 99-004-	Name: COMM OF MASS OTIS AFB Name 2: - Address: STATE MILITARY AREA Town: OTIS AFB MA 02542 Property Loc: 0 OFF ROUTE 130

Parcel ID 99-004-001	Name: Name 2: Address: Town: Property Loc:	COMM OF MASS MILITARY - STATE NATIONAL GUARD SANDWICH MA 00000 0 ROUTE 130
Parcel ID 99-004-002	Name: Name 2: Address: Town: Property Loc:	UNITED STATES OF AMERICA - 0 OFF ROUTE 130 SANDWICH MA 02563 0 OFF ROUTE 130
Parcel ID 99-004-003	Name: Name 2: Address: Town: Property Loc:	UNITED STATES OF AMERICA UNITED STATES OF AMERICA SANDWICH MA 02563 0 ROUTE 130
Parcel ID 32-006-04B	Name: Name 2: Address: Town: Property Loc:	GDBS II TRUST - 449 ROUTE 130 STE 4B SANDWICH MA 02563-2339 449 ROUTE 130
Parcel ID 0	Name: Name 2: Address: Town: Property Loc:	
Parcel ID 0	Name: Name 2: Address: Town: Property Loc:	
Parcel ID 0	Name: Name 2: Address: Town: Property Loc:	
Parcel ID 0	Name: Name 2: Address: Town: Property Loc:	
Parcel ID 0	Name: Name 2: Address: Town: Property Loc:	

Parcel ID	Name:	TOWN OF BARNSTABLE		
0	Name 2:	PLANNING BOARD		
	Address:	367 MAIN STREET		
	Town:	HYANNIS	MA	02601-
	Property Loc:			

Parcel ID	Name:	TOWN OF BOURNE		
0	Name 2:	PLANNING BOARD		
	Address:	24 PERRY AVENUE		
	Town:	BUZZARDS BAY	MA	02532-
	Property Loc:			

Parcel ID	Name:	TOWN OF FALMOUTH		
0	Name 2:	PLANNING BOARD		
	Address:	59 TOWN HALL SQUARE		
	Town:	FALMOUTH	MA	02540-
	Property Loc:			

Parcel ID	Name:	TOWN OF MASHPEE		
0	Name 2:	PLANNING BOARD		
	Address:	16 GREAT NECK ROAD NO.		
	Town:	MASHPEE	MA	02649-
	Property Loc:			

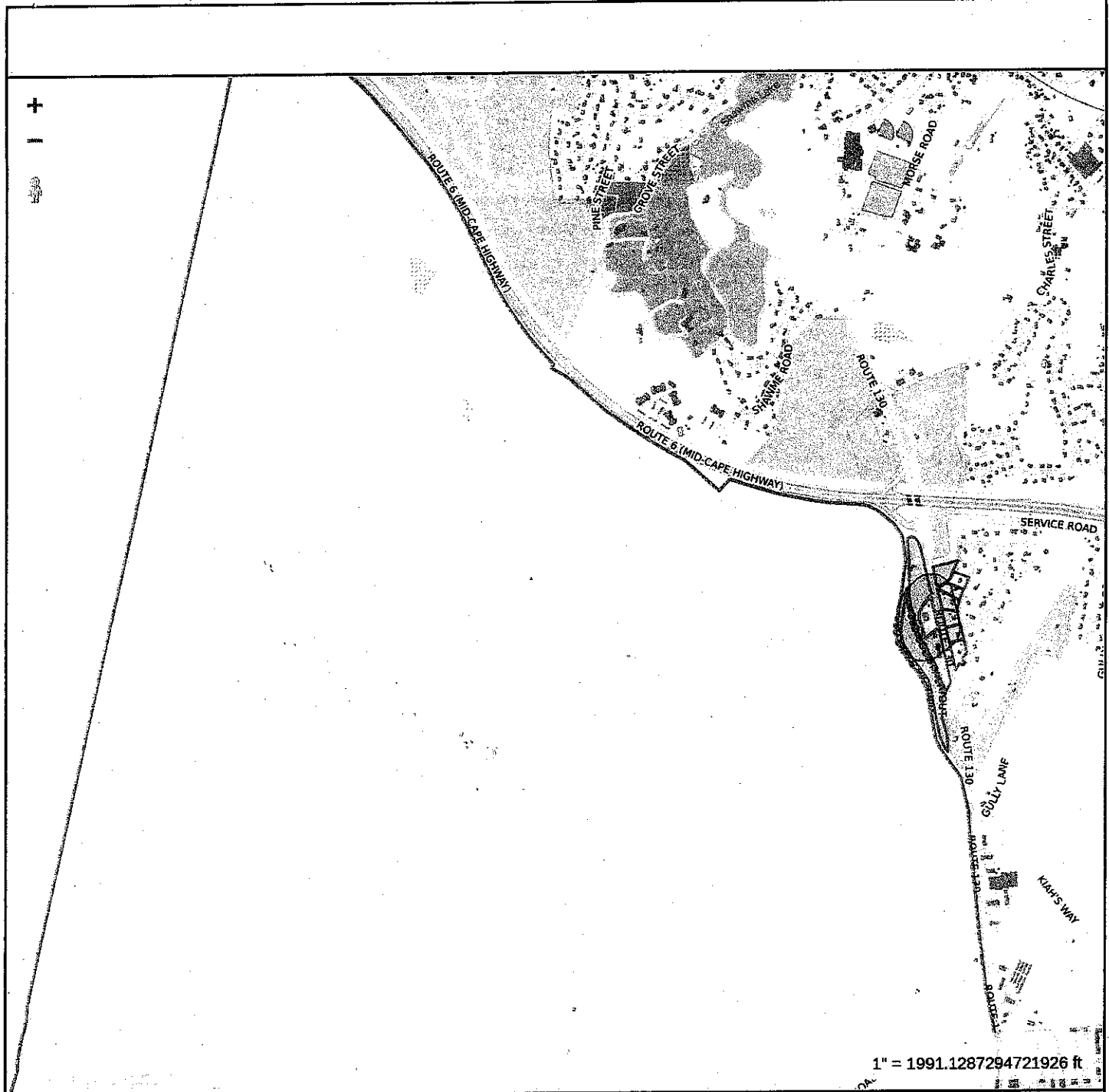
Parcel ID	Name:			
0	Name 2:			
	Address:			
	Town:			
	Property Loc:			

Parcel ID	Name:			
0	Name 2:			
	Address:			
	Town:			
	Property Loc:			

Parcel ID	Name:			
0	Name 2:			
	Address:			
	Town:			
	Property Loc:			

Parcel ID	Name:			
0	Name 2:			
	Address:			
	Town:			
	Property Loc:			

Parcel ID	Name:			
0	Name 2:			
	Address:			
	Town:			
	Property Loc:			



1" = 1991.1287294721926 ft

Property Information

Property ID 32-006-048
Location 449 ROUTE 130
Owner



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Sandwich, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 12/15/2021
Data updated 12/20/2021

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

TOWN OF BARNSTABLE
PLANNING BOARD
367 MAIN STREET
HYANNIS, MA 02601-

TOWN OF BOURNE
PLANNING BOARD
24 PERRY AVENUE
BUZZARDS BAY, MA 02532-

TOWN OF FALMOUTH
PLANNING BOARD
59 TOWN HALL SQUARE
FALMOUTH, MA 02540-

TOWN OF MASHPEE
PLANNING BOARD
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649-

TOWN OF BARNSTABLE
PLANNING BOARD
367 MAIN STREET
HYANNIS, MA 02601-

TOWN OF BOURNE
PLANNING BOARD
24 PERRY AVENUE
BUZZARDS BAY, MA 02532-

TOWN OF FALMOUTH
PLANNING BOARD
59 TOWN HALL SQUARE
FALMOUTH, MA 02540-

TOWN OF MASHPEE
PLANNING BOARD
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649-

Pat: avery.com/patents

Étiquettes d'adresse Easy Peel®
Repliez à la hachure afin de révéler le rebord Pop-up®

Allez à avery.ca/gabarits
Utilisez le Gabarit Avery 5160

WOODS REALTY ASSOCIATES, LLC

441 ROUTE 130
SANDWICH, MA 02563-2340

ROUTE 130 NOMINEE REALTY TRUST

68 CRAWFORD ROAD
COTUIT, MA 02635

GDBS II TRUST

449 ROUTE 130
SANDWICH, MA 02563

BSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

BSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

TOLTIN, TORREY & MARIANNE KOENIG

449 ROUTE 130
SANDWICH, MA 02563-2339

AHNQUIST, JONATHAN C & JANA L

16 CARDINAL ROAD
SANDWICH, MA 02563

WELLS, NICHOLAS J & KELLIE A

6 CARDINAL ROAD
SANDWICH, MA 02563

HARRIS, MELISSA A

14 CARDINAL ROAD
SANDWICH, MA 02563

COMM OF MASS MILITARY

STATE NATIONAL GUARD
SANDWICH, MA 00000

449 #1 NOMINEE TRUST

449 ROUTE 130
SANDWICH, MA 02563

ABSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

B MARLIN NOMINEE TRUST

449 ROUTE 130
SANDWICH, MA 02563

ABSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

ABSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

GDBS II TRUST

449 ROUTE 130
SANDWICH, MA 02563

SANDS, CHARLES E JR & RENATE H

PO BOX 1447
SANDWICH, MA 02563

COMM OF MASS DEPT OF ENVIORNMENTAL
MGMNT
COMMISSIONER, DEM
100 CAMBRIDGE STREET
BOSTON, MA 02202-0044

COMM OF MASS DEPT OF ENVIORNMENTAL
MGMNT
COMMISSIONER, DEM
100 CAMBRIDGE STREET
BOSTON, MA 02202-0044

UNITED STATES OF AMERICA

0 OFF ROUTE 130
SANDWICH, MA 02563

ROUTE 130 NOMINEE REALTY TRUST

68 CRAWFORD ROAD
COTUIT, MA 02635

DUCACH, SALLY A

9 DICKERMAN LANE
BRAINTREE, MA 02184

GDBSII TRUST

449 ROUTE 130
SANDWICH, MA 02563

BOYD, GREGORY P & GORDON D BOYD

61 GREAT HILL ROAD
SANDWICH, MA 02563

AGKG REALTY LLC

PO BOX 10
SANDWICH, MA 02563

COMM OF MASS DEPT OF ENVIORNMENTAL
MGMNT
COMMISSION, DEM
100 CAMBRIDGE STREET
BOSTON, MA 02202-0044

ZERBE, PATRICK T & JESSICA L

8 CARDINAL ROAD
SANDWICH, MA 02563

GOTTSCH, ROBERT J & CATHERINE ANN

12 CARDINAL ROAD
SANDWICH, MA 02563

COMM OF MASS OTIS AFB

STATE MILITARY AREA
OTIS AFB, MA 02542

UNITED STATES OF AMERICA
UNITED STATES OF AMERICA
0
SANDWICH, MA 02563

GDBS II TRUST

449 ROUTE 130 STE 4B

SANDWICH, MA 02563-2339

WOODS REALTY ASSOCIATES, LLC

441 ROUTE 130
SANDWICH, MA 02563-2340

ROUTE 130 NOMINEE REALTY TRUST

68 CRAWFORD ROAD
COTUIT, MA 02635

GDBS II TRUST

449 ROUTE 130
SANDWICH, MA 02563

BSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

BSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

TOLTIN, TORREY & MARIANNE KOENIG

449 ROUTE 130
SANDWICH, MA 02563-2339

AHNQUIST, JONATHAN C & JANA L

16 CARDINAL ROAD
SANDWICH, MA 02563

WELLS, NICHOLAS J & KELLIE A

6 CARDINAL ROAD
SANDWICH, MA 02563

HARRIS, MELISSA A

14 CARDINAL ROAD
SANDWICH, MA 02563

COMM OF MASS MILITARY

STATE NATIONAL GUARD
SANDWICH, MA 00000

449 #1 NOMINEE TRUST

449 ROUTE 130
SANDWICH, MA 02563

ABSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

B MARLIN NOMINEE TRUST

449 ROUTE 130
SANDWICH, MA 02563

ABSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

ABSPORT REALTY TRUST

449 ROUTE 130
SANDWICH, MA 02563

GDBS II TRUST

449 ROUTE 130
SANDWICH, MA 02563

SANDS, CHARLES E JR & RENATE H

PO BOX 1447
SANDWICH, MA 02563

COMM OF MASS DEPT OF ENVIORNMENTAL
MGMNT
COMMISSIONER, DEM
100 CAMBRIDGE STREET
BOSTON, MA 02202-0044

COMM OF MASS DEPT OF ENVIORNMENTAL
MGMNT
COMMISSIONER, DEM
100 CAMBRIDGE STREET
BOSTON, MA 02202-0044

UNITED STATES OF AMERICA

0 OFF ROUTE 130
SANDWICH, MA 02563

ROUTE 130 NOMINEE REALTY TRUST

68 CRAWFORD ROAD
COTUIT, MA 02635

DUCACH, SALLY A

9 DICKERMAN LANE
BRAINTREE, MA 02184

GDBSII TRUST

449 ROUTE 130
SANDWICH, MA 02563

BOYD, GREGORY P & GORDON D BOYD

61 GREAT HILL ROAD
SANDWICH, MA 02563

AGKG REALTY LLC

PO BOX 10
SANDWICH, MA 02563

COMM OF MASS DEPT OF ENVIORNMENTAL
MGMNT
COMMISSION, DEM
100 CAMBRIDGE STREET
BOSTON, MA 02202-0044

ZERBE, PATRICK T & JESSICA L

8 CARDINAL ROAD
SANDWICH, MA 02563

GOTTSCHE, ROBERT J & CATHERINE ANN

12 CARDINAL ROAD
SANDWICH, MA 02563

COMM OF MASS OTIS AFB

STATE MILITARY AREA
OTIS AFB, MA 02542

UNITED STATES OF AMERICA
UNITED STATES OF AMERICA
0
SANDWICH, MA 02563

GDBS II TRUST

449 ROUTE 130 STE 4B

SANDWICH, MA 02563-2339

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: POSITIVE IMPACT PLAN

POLICY

In Good Health, Inc.'s ("IGH") proposed adult- and medical-use facility will have retail operations sited at 449 Route 130 in Sandwich, MA (the "Sandwich CMO") and has pre-existing manufacturing and cultivation operations sited at its licensed co-located adult- and medical-use facility at 1200 West Chestnut Street in Brockton, MA (the "Brockton CMO". The City of Brockton has been identified by the Cannabis Control Commission (the "Commission") in its sub-regulatory guidance as one of the Commonwealth's twenty-nine (29) communities of disproportionate impact. Based on the location of IGH's existing Brockton CMO and the manufacturing and cultivation operations to be associated with the proposed Sandwich CMO retail operations, and its established presence in the Brockton community, IGH will focus its positive impact efforts in the City of Brockton.

PROCEDURE

1. The goals for IGH's Positive Impact Plan include:
 - a) Reducing barriers to entry in the commercial cannabis industry; and
 - b) Providing support to local endeavors and businesses in Brockton which will have a positive impact on the residents of Brockton and the Brockton community as a whole.
2. IGH will implement the following programs to meet the above-referenced goals of this plan:
 - a) Develop partnerships with local organizations to ensure residents in Brockton are informed about and have access to employment opportunities in the cannabis industry, including the hosting of cannabis industry job fairs, either directly by IGH or in partnership with local organizations such as Massasoit Community College, and by giving a hiring preference to qualified job applicants who reside in Brockton.
 - i. IGH will post all advertisements for employment opportunities at its Brockton CMO in the local newspaper, *The Enterprise*, to ensure such opportunities are widely disseminated in the Brockton community.
 - ii. IGH will also aim to host/co-host at least one job fair each year in Brockton. Representatives of IGH will have a table at each job fair and discuss current employment opportunities at the Brockton CMO with interested attendees.

- b) Continue to provide annual monetary and in-kind donations to identified local non-profits and charities, including Family and Community Resources, Inc., which provides programs and services to individuals and families whose lives are impacted by trauma including violence at home, at school or in their community. IGH will also continue to partner with United Way of Greater Plymouth County, which assists formerly incarcerated individuals, local youth, homeless, and veterans in the Greater Brockton area with career placement, mentorship, and housing, as well as unique food stabilization initiatives. IGH will also continue to partner with the Old Colony YMCA, which uses funds exclusively for the purpose of providing services and treatment to those affected by substance abuse. Finally, IGH will continue to partner with the Brockton Champion Plan, which operates a police-assisted recovery program to help place individuals with substance use disorder into appropriate levels of care. See past letters evidencing acceptance from these organizations attached hereto as Exhibit A.
 - i. Specific initiatives at Family and Community Resources, Inc. that IGH will continue to contribute to and/or participate in will include: (a) annual holiday toy drive, (b) annual 'adopt-a-family' holiday wish list, and (c) sponsorship of its annual fundraising dinner.
 - ii. Specific initiatives with United Way of Greater Plymouth County will include monetary donations.
 - iii. Specific initiatives with the Old Colony YMCA will include monetary donations.
 - iv. Specific initiatives with the Brockton Champion Plan will include monetary donations.
3. The following metrics will be tracked annually to assess IGH's progress with this plan and the achievement of the goals stated herein:
- a) Program A:
 - i. Develop partnerships with local organizations to ensure residents in Brockton are informed about and have access to employment opportunities in the cannabis industry, including the hosting of certain cannabis industry job fairs, either directly by IGH or in partnership with local organizations such as Massasoit Community College, and by giving a hiring preference to qualified job applicants who reside in Brockton.
 - ii. Metrics: 1) number of employment advertisements placed in *The Enterprise*; 2) number of job applications received as a result of such advertisements; 3) number of job fairs hosted/co-hosted by IGH in the City of Brockton; 4) number of attendees at each job fair; 4) number of job

applications submitted as a result of such job fair; and 5) number of qualified job applicants residing in Brockton and employed by IGH.

- iii. Measurable Goal: In conjunction with its Diversity Plan, IGH will set a goal of placing at least half of its employment advertisements in *The Enterprise* and will host at least one (1) job fair in collaboration local organizations, such as Massasoit Community College.

b) Program B:

- i. Provide annual monetary and other in-kind donations to identified local non-profits and charities, including Family and Community Resources, Inc., United Way of Greater Plymouth County, Old Colony YMCA, and the Brockton Champion Plan.
- ii. Metrics: 1) amount of monetary contributions provided to Family and Community Resources, Inc., United Way of Greater Plymouth County, Old Colony YMCA, and the Brockton Champion Plan; and 2) descriptions of in-kind donations made to the identified local organizations (e.g., gifts donated through toy drives or through sponsor-a-local family holiday giving drives hosted by the local organization).
- iii. Measurable Goal: In addition to the monetary contributions payable under IGH's Host Community Agreement with the City of Brockton, IGH will set a goal of providing annual monetary donations to local non-profit organizations in the amount of at least ten thousand dollars (\$10,000.00) per year. IGH will continue to provide these contributions to local non-profits, such as Family and Community Resources, Inc., United Way of Greater Plymouth County PACC, Old Colony YMCA, and the Brockton Champion Plan.

4. Annual Assessment and Acknowledgements

- a) IGH will assess the performance of this plan annually and will report on its positive impact efforts and the identified metrics above to the Commission in accordance with its annual licensure renewal in accordance with 935 CMR 500.103(4)(b) and 935 CMR 501.103(4)(b).
- b) IGH further acknowledges the following regarding the implementation of this plan:
 - i. All specifically named organizations in this plan have been contacted and have agreed to receive the contemplated monetary and/or in-kind donations discussed herein or have agreed to partner with IGH to implement the identified goals and programs stated herein, as applicable.
 - ii. In carrying out this plan, IGH will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every CMO in accordance with 935 CMR 500.105(4) and 935 CMR 501.105(4).
 - iii. Any actions taken, or programs instituted by IGH in connection with this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

APPROVED BY:

[Insert Name]

Date

United Way
of Greater Plymouth County

934 West Chestnut Street
Brockton, MA 02301
tel 508.583.6306
www.uwgpc.org



John E. McCluskey, Esq.
Reservitz McCluskey, P.C.
1325 Belmont Street
Brockton, MA 02301

Dear Attorney McCluskey,

We wish to thank your client In Good Health Inc. for their generous contribution of \$20,000 to United Way of Greater Plymouth County. We understand that these dollars originate from the business of medical and recreational marijuana sales at their site located on West Chestnut Street in Brockton, MA.

As you can imagine, the fallout from the global pandemic has resulted in a significant worsening of the urgent needs of those who are already most vulnerable in our communities, especially our neighbors coming from racially diverse backgrounds. The generous donation will be used to help our community move beyond an emergency response to the pandemic to a longer term recovery of our community. Specifically, United Way and our community partners will be working to reduce food insecurity, preventing and ending homelessness, providing access to affordable healthcare, supporting our children as they return to their schools, and assisting the skyrocketing numbers of our neighbors who are now without employment by offering job skills training, transportation and other support services.

Once again we thank you for this donation from In Good Health, Inc., and we look forward to ongoing conversations and future opportunities to work together with them to improve the lives of people in need in the greater Brockton area.

Respectfully

A handwritten signature in blue ink, appearing to read "Dennis P. Carman".

Dennis P Carman, President & CEO
United Way of Greater Plymouth County



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

May 20, 2019

To whom it may concern,

Since 1887, the Old Colony Y has provided programs and services designed to help people of all ages and abilities build healthy spirits, minds, and bodies. We offer a full range of recreational, educational and fitness programming and activities that stress positive values to enrich the individual, strengthen the family, and enhance the quality of life for all community members. Services provided at OCY include health and fitness programs, competitive sports, swimming instruction, leadership and character development training, childcare, after-school programs, mentoring, and comprehensive summer camping programs. In addition, we have operated a Social Service Branch since 1972, providing residential and community-based treatment, shelter and wraparound services for families experiencing homelessness and licensed mental health and substance abuse services.

A main component of our work in social services includes direct support for individuals, youth, and families suffering from addiction. Any charitable funds Old Colony Y may receive from companies, such as In Good Health, that grow or sell marijuana, will be restricted for the sole purpose of providing services and treatment to those affected by substance abuse.

Sincerely,

Vincent J. Marturano
President & CEO

OLD COLONY YMCA – ASSOCIATION OFFICE

320 Main Street, Brockton, MA 02301

P 508 583 2155 F 508 588 6730 www.oldcoloniymca.org



October 13, 2020

David Noble

President/CEO

In Good Health

VIA Email

Dear Mr. Noble,

For over fifty years, Family and Community Resources, Inc.(FCR)has provided a continuum of services for child, adolescent, and adult victims of trauma in Brockton and other 55 other communities from Quincy to the Cape and Islands, including a state licensed behavioral health clinic, advocacy, crisis intervention and case management. FCR offers a variety of free, community-based services, with a special focus on services for survivors of domestic and sexual violence.

More recently, FCR has increased its services to Veterans and victims of sex trafficking FCR also chairs the Greater Brockton Task Force on Sexual and Domestic Violence.

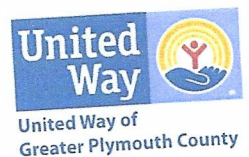
In Good Health has supported FCR since their opening in September, 2015. In Good Health sponsored our annual Cinco de Mayo Celebration of Women for the past 4 years, and were Platinum Level sponsors in 2017 and 2018. They have hosted a Holiday Drive on our behalf for the past 4 years, collecting hundreds of items for the families we serve who are in need of clothing, hygiene products and toys. This past holiday season In Good Health became supporters of our annual Adopt-A-Family program, providing all of the items on a holiday wish-list for a family of five from Brockton. Recently In Good Health has agreed to sponsor a "used cell phone drive" for FCR, from which the proceeds will be used to support the FCR safe home emergency shelter program.

Although other organizations may be weary of receiving support from the cannabis community, FCR recognized from the beginning all of the good they provide not only for the medical marijuana patients of Massachusetts, but also for our organization and the Brockton Community as a whole. We hope to continue working with them for years to come to better the lives of the individuals and families we serve.

Sincerely,

Patricia Kelleher

President/CEO



18 Newton Street, Brockton, MA 02301
T: (508) 583-6498 · F: (508) 583-3775 · www.FCR-MA.org

CHAMPION PLAN

August 10, 2020

In Good Health
David Noble
1200 W. Chestnut Street
Brockton MA 02301

Dear Mr. Noble,

Thank you for your generous donation to the Champion Plan. We were happy to hear that *In Good Health* wants to support the Champion Plan and could not continue our life saving work without generous donors like you. Your donation will allow us to continue to help those struggling from Substance Use Disorders.

We understand that *In Good Health* is a medical and recreational marijuana company and we are happy to accept this donation.

Best regards,

A handwritten signature in black ink, appearing to read "Peg Tiberio". The signature is stylized with a large, looping initial "P" and a cursive-style name.

Peg Tiberio
Program Coordinator
Champion Plan
142 Crescent St., 1st Fl
Brockton, MA 02302
508.408.5168



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

William Francis Galvin
Secretary of the
Commonwealth

Date: July 22, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,
IN GOOD HEALTH, INC.

is a domestic corporation organized on **November 06, 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.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22070478330

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

Processed by: bod



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

mass.gov/dor

Letter ID: L0825271232
Notice Date: July 25, 2022
Case ID: 0-001-592-074



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



IN GOOD HEALTH INC
1200 W CHESTNUT ST
BROCKTON MA 02301-5574

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, IN GOOD HEALTH 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

AMENDED AND RESTATED

BYLAWS

OF

IN GOOD HEALTH, INC.

ADOPTED: November 6, 2018

Secretary: Andrea Noble

ARTICLE I NAME, OFFICES AND SEAL	1
Section 1. NAME.....	1
Section 2. PRINCIPAL OFFICE.	1
Section 3. OTHER OFFICES.	1
Section 4. SEAL.	1
ARTICLE II STOCKHOLDERS.....	1
Section 1. ANNUAL MEETING.....	2
Section 2. SPECIAL MEETING.	2
Section 3. PLACE AND TIME: REMOTE PARTICIPATION.....	2
Section 4. NOTICE OF MEETING.....	2
Section 5. QUORUM.....	3
Section 6. VOTING: PROXIES:	3
Section 7. ACTION WITHOUT A MEETING: ELECTRONIC TRANSMISSION.....	4
ARTICLE III STOCK CERTIFICATES	5
Section 1. FORM OF CERTIFICATE.....	5
Section 2. ISSUE OF CERTIFICATES.....	5
Section 3. TRANSFERS.....	6
Section 4. PRE-EMPTIVE RIGHTS.	8
ARTICLE IV DIRECTORS	9
Section 1. NUMBER,TERM AND QUALIFICATION.....	9
Section 2. POWERS.	9
Section 3. MEETINGS.	10
Section 4. QUORUM.....	10
Section 5. REMOVAL.....	11
Section 6. ACTION WITHOUT A MEETING.	11
Section 7. REMOTE PARTICIPATION	
Section 8. ACTION AT A MEETING.	11
Section 9. COMMITTEES.....	12
ARTICLE V OFFICERS	12
Section 1. NUMBER AND ELECTION.	12
Section 2. TERM AND REMOVAL.	13
Section 3. POWERS AND DUTIES.	13
ARTICLE VI INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS	13
Section 1. DIRECTORS AND OFFICERS.	14
Section 2. EMPLOYEES AND OTHER AGENTS.	15
Section 3. LIMIT UPON INDEMNIFICATION.....	15
Section 4. OTHER REMEDIES.	15
ARTICLE VII AMENDMENTS	17
ARTICLE VIII MISCELLANEOUS PROVISIONS	17

Section 1. FISCAL YEAR.....	17
Section 2. SECURITIES OF OTHER CORPORATIONS.	17
Section 3. REFERENCES.	17

BYLAWS
OF
IN GOOD HEALTH, INC.

ARTICLE I
NAME, OFFICES AND SEAL

Section 1. NAME. The name of the corporation shall be In Good Health, Inc. (“Corporation”).

Section 2. PRINCIPAL OFFICE. The principal office of the Corporation in the Commonwealth of Massachusetts shall be located at 1200 West Chestnut Street, Brockton, MA 02301. The Directors may at any time and from time to time change the location of the principal office of the Corporation in the Commonwealth.

Section 3. OTHER OFFICES. The Corporation may also have an office or offices at such other location or locations, within or without the Commonwealth of Massachusetts, as the Directors may from time to time designate.

Section 4. SEAL. The seal of the Corporation shall bear its name, the year of its incorporation, and the word "Massachusetts", and shall otherwise be in such form as the Directors may from time to time determine.

ARTICLE II
STOCKHOLDERS

Section 1. ANNUAL MEETING. The annual meeting of stockholders shall be held at such hour as the Directors may determine on the third Tuesday in March of each year. If that day

is a legal holiday in the place where the annual meeting is to be held, then it shall be held on the next succeeding day not a legal holiday, unless a different hour is fixed by the Board of Directors or President and stated in the notice of the meeting. The purposes of the annual meeting shall be those from time to time required by law, the Articles of Organization, or these Bylaws and may also include such further purposes as the Directors or the President may determine. If for any reason the annual meeting shall not be held on the date fixed herein, a special meeting in lieu of the annual meeting may be held with all the force and effect of an annual meeting.

Section 2. SPECIAL MEETING. Special meetings of stockholders may be called by the President or a majority of the Board of Directors. Upon written application of one or more stockholders who hold at least ten percent of the capital stock entitled to vote at the meeting, special meetings shall be called by the Secretary or in case of his death, absence, incapacity or refusal to call, by any other officer. The call for the meeting shall state the date, hour and place, and the purposes of the meeting.

Section 3. PLACE AND TIME; REMOTE PARTICIPATION. All meetings of stockholders shall be held at the principal office of the Corporation in the Commonwealth of Massachusetts or at such other place within the Commonwealth or elsewhere in the United States as is fixed by the Directors or President and stated in the notice of the meeting. Unless otherwise stated in the notice of the meeting, all meetings of stockholders shall be held at 5:30 p.m. If authorized by the Directors, stockholder meetings may be held solely by remote communication. Stockholders attending the meeting via remote communication may participate in the meeting, be deemed present in person, and vote by means of remote device, subject to the guidelines the Board of Directors has adopted for such meeting. These guidelines require (a) reasonable measures to

verify each person deemed present and voting is a stockholder and (b) provide stockholders reasonable opportunity to participate in the meeting and vote on matters submitted to the stockholders, including the opportunity to read or hear the meeting's proceedings concurrently with the proceedings. All action or voting taken by a stockholder at the meeting via remote communication shall be recorded.

Section 4. NOTICE OF MEETING. Except as otherwise permitted by law, written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given by the Secretary or Assistant Secretary or other authorized person to each stockholder entitled to vote thereat by leaving such notice with him or at his residence or usual place of business, or by posting it, postage prepaid addressed to him at his address as it appears in the records of the Corporation, in either case at least seven (7) and no more than 60 days before the meeting. No notice of any meeting or of the purposes thereof need be given to a stockholder if a written waiver of notice, executed before or after the meeting by such stockholder or his attorney, is filed with records of the meeting.

Section 5. QUORUM. A majority interest of all stock issued, outstanding and entitled to vote at the particular meeting shall constitute a quorum. If there is less than a quorum at a meeting, a majority of the shares represented may vote to adjourn indefinitely, or may vote to adjourn from time to time and without giving further notice of the adjournment than the announcement at the meeting at which the vote for adjournment is taken. Any business may be transacted at such adjourned meeting which might have been transacted at the meeting originally called. A share once represented is deemed present unless the stockholder attends solely to object to lack of notice or, in the case of an adjournment, a new record date is set for that adjourned

meeting. If a quorum exists, favorable action on a matter, other than the election of Directors, is taken if the votes favoring action exceed the votes opposing action. Additionally, if a quorum exists, Directors shall be elected by a plurality. Abstentions are ordinarily not counted as negative votes.

Section 6. VOTING: PROXIES: Each stockholder who is entitled to vote shall have one vote for each share of stock, and a proportionate vote for a fractional share, standing in his name according to the stock records of the Corporation. Stockholders may vote in person or by proxy, but no proxy dated more than eleven (11) months before the meeting named therein shall be valid. Proxies shall be filed with the Secretary of the meeting before being voted and, unless otherwise noted thereon, shall entitle the person named to vote at any adjournment of such meeting but shall not be valid after final adjournment of the meeting. Proxies with respect to stock held in the name of two or more persons shall be valid if executed by any one of them, unless at or prior to exercise of the proxy, the Secretary receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise. The burden of proving the invalidity of any particular proxy shall rest upon the person challenging the validity. The vote of a majority of the shares represented and entitled to vote at a particular meeting shall be required for action at such meeting, unless otherwise required by law, the Articles of Organization or these Bylaws.

Section 7. ACTION WITHOUT A MEETING; ELECTRONIC TRANSMISSION. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be

treated for all purposes as a vote at a meeting. Any action by a stockholder shall be considered if given in writing, dated, and signed if it consists of an electronic transmission that sets forth or is delivered with information that can determine (1) that the electronic transmission was sent by the stockholder or proxy and (2) the date on which the stockholder or proxy transmitted the electronic transmission, which shall be considered the date it was signed. The electronic transmission is considered received if sent to an address specified by the Corporation for that purpose or to the principal office of the Corporation addressed to the Secretary if no address has been specified.

ARTICLE III

STOCK CERTIFICATES

Section 1. FORM OF CERTIFICATE. Certificates for stock shall be in such form as may be from time to time determined by the Directors and shall contain such references, notations and other material in any particular instance as may be required by the statutes of the Commonwealth of Massachusetts including, without limitation, designation of the class of such stock.

Section 2. ISSUE OF CERTIFICATES. Each stockholder will receive a certificate for the number of shares of capital stock to which he is entitled, duly numbered and signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer. If such certificate is countersigned by a transfer agent or registrar who is not a Director, officer or employee of the Corporation, the signatures of such officers may be facsimiles. If any officer who has signed or whose facsimile signature has been placed upon such certificate shall cease to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the time of its issue. If capital stock is authorized to be issued for cash,

whether or not to be paid in full before issue, the Directors may require payment in such proportions and at such times and places as they may determine and they may make demand for such payment by notice mailed to the particular subscriber or stockholder at any time before or after a subscription or any portion thereof; or any installment due upon stock already issued, is payable.

Section 3. TRANSFERS. Subject to any restrictions on transfer imposed upon any shares of stock by the Articles of Organization or by these Bylaws or by any agreement to which the Corporation is a party, shares of stock of the Corporation shall be transferable only on the books of the Corporation by surrender of the certificate therefore to the Corporation or its transfer agent duly endorsed or accompanied by a properly executed assignment and power of attorney with necessary transfer stamps affixed and with such proof as to authenticity of signature as may be required by the Corporation or its transfer agent.

3.1 In the event shares, the certificate for which notes a restriction on transfer established in the manner set out above, or in any other manner, are presented as aforesaid for transfer, the Corporation or its transfer agent may issue a new certificate or certificates in accordance with such transfer, but such new certificate or certificates shall bear the same notations as to restrictions on transfer as appear on the certificate presented for transfer unless the Corporation or its transfer agent receives such proof as is in its sole discretion satisfactory to it that such restrictions no longer apply.

3.2 In the event shares of stock are issued by the Corporation or are presented to it for transfer, the issuance or transfer of which might involve directly or indirectly the applicability of federal or state laws regulating the issuance and sale of securities, the

Corporation in the case of issuance and the Corporation or its transfer agent in the case of transfer may require that the certificate or certificates originally issued and those issued on transfer be endorsed with such language as in their sole discretion may be necessary in respect of the Corporation's duties and liabilities under such laws.

3.3 No course of action undertaken in good faith by the Corporation or its transfer agent under this Article III, nor any delay resulting therefrom, shall entitle a stockholder or his transferee or proposed transferee to reimbursement by the Corporation or its transfer agent or any Director or officer or agent thereof for any loss occasioned by such course of action or delay. Nothing contained in these Bylaws shall be construed to deprive the Corporation or its transfer agent of any rights which it may have to refuse to transfer any shares of stock.

3.4 Except as otherwise required by law, the Articles of Organization or these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation pursuant to these Bylaws.

3.5 It shall be the duty of each stockholder to notify the Corporation of the post office address to which he wishes all communications by the Corporation to him as stockholder addressed and delivered.

3.6 The Directors may determine the conditions upon which a new certificate may be issued in place of any certificate of stock alleged to have been lost, mutilated or destroyed. They may, in their discretion, require the owner of a lost, mutilated or

destroyed certificate, or his legal representative, to give a bond, sufficient in their opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of such new certificate.

3.7 The Directors may, for a period not in excess of sixty (60) days before the date of any meeting of stockholders, or the date for the payment of any dividend, or the making of any distribution to stockholders, or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, fix in advance a time as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the Corporation after the record date; or without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period. If no record date is fixed and the transfer books are not closed:

- (1) The record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next proceeding the day on which notice is given.
- (2) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

Section 4. PRE-EMPTIVE RIGHTS. Other provisions of these Bylaws to the contrary notwithstanding the Corporation shall have no right to sell any of its capital stock to any

prospective buyer without first offering said stock to existing shareholders on a pro-rata basis. This provision is specifically intended to allow shareholders to maintain their proportionate interest in the corporation. This provision may be amended only by unanimous vote of each class of stock outstanding and entitled to vote thereon.

ARTICLE IV

DIRECTORS

Section 1. NUMBER, TERM, and QUALIFICATION. The Board of Directors shall consist of not more than five persons, except that when there is only one stockholder, there may be one or two Directors, and when there are two stockholders, there must be at least two Directors. Except as hereinafter provided, Directors shall be elected at the annual meeting of the stockholders, and each Director shall hold office until the next annual meeting of the stockholders and until his successor is chosen and qualified. Directors need not be stockholders. Any director may resign by delivering his written resignation to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Vacancies in the Board of Directors shall be filled by a majority of the stockholders.

Section 2. POWERS. The Directors shall have the general management of and control over all the properties and affairs of the Corporation and shall have and may exercise all the powers of the Corporation except such as are expressly conferred upon or reserved to the stockholders by law or by the Articles of Organization or by these Bylaws.

Section 3. MEETINGS. Meetings of the Board of Directors shall be held at such place

within or outside the Commonwealth of Massachusetts as may from time to time be fixed by vote of the Board of Directors, and no notice need be given of regular meetings held at times and places so fixed. Other regular meetings shall be held at least quarterly at such times and places as may from time to time be fixed by vote of the Board of Directors and as set forth in a notice duly served on or sent or mailed or verbally communicated to each Director by the Secretary not less than two days before such meeting. Special meetings of the Board of Directors may be held at any time upon the call of the President, Treasurer, or any two Directors by oral, telegraphic or written notice duly served on or sent or mailed to each Director not less than two days before such meeting and shall be held at the place designated in the call thereof. Notice of a special meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him. A notice or waiver of notice of a Director's meeting need not specify the purposes of the meeting. The vote of a majority of the Directors in attendance at a particular meeting shall be required for action at such meeting, unless otherwise required by law, the Articles of Organization or these Bylaws.

Section 4. QUORUM. A majority of the Board of Directors then in office shall constitute a quorum for the transaction of business. In addition to those Directors who are actually present at a meeting, Directors shall for the purposes of these Bylaws be deemed present at such meeting if a telephone or similar communication device by means of which all Directors participating in the meeting can hear each other at the same time is used. Less than a quorum may, however, vote to adjourn either finally or from time to time to another day and place in which latter case notice of the adjourned time and place shall be given as aforesaid to all Directors.

Section 5. REMOVAL. At any special meeting of the stockholders, duly called as provided in these Bylaws, any Director or Directors may, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of Directors, be removed from such office, either with or without cause. A director may be removed from office for cause by a vote of a majority of the Directors then in office. Without limiting the generality of the preceding sentence, at any meeting of the Board of Directors, any Director or Directors then in office shall be removed for cause from his office as a Director upon the occurrence of any of the following events: (i) resignation; (ii) retirement; (iii) death; or (iv) conviction by any court of any misdemeanor or felony. The successor or successors of a Director or Directors so removed may be elected at the meeting of the stockholders or Directors, as the case may be, taking such action; or the remaining Directors, to the extent vacancies are not filled by the stockholders at any meeting at which they remove a Director, or fill any vacancy or vacancies created by such removal.

Section 6. ACTION WITHOUT A MEETING. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting by unanimous consent by the Directors and filed with the records of the Directors' meetings. 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 having custody of the records of proceedings of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 7. REMOTE PARTICIPATION. Board of Directors members or any committees

may participate in the meeting or conduct a meeting through the use of any means of communication by which all participating may simultaneously hear one another during the meeting and participation by such means shall constitute presence in person.

Section 8. ACTION AT A MEETING. At any meeting of the Directors at which a quorum is present, a majority of the Directors present may take any action, except when a larger vote is required by law, by the Articles of Organization, or by these Bylaws, shall be sufficient to decide such matter.

Section 9. COMMITTEES. The Directors may, by vote of a majority of the Directors then in office, elect from their number an executive or other committees and may by vote delegate thereto some or all of their powers except those which by law, the Articles of Organization or these Bylaws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these Bylaws for the Directors.

ARTICLE V

OFFICERS

Section 1. NUMBER AND ELECTION. The officers of the Corporation shall be a President, a Treasurer and a Secretary all of whom shall be elected by the Board of Directors at their first meeting following the annual meeting of the stockholders. The Board of Directors may also at any time and from time to time appoint one or more vice presidents and such assistant treasurers, assistant secretaries, and such other officers, agents and employees as it may deem

proper. The President may but need not be a Director. No officer need be a stockholder. The same person may hold more than one office. The President may, but need not, be chosen from among the Directors. The Secretary shall be a resident of the Commonwealth of Massachusetts unless the Corporation shall have appointed a resident agent under the laws of the Commonwealth of Massachusetts.

Section 2. TERM AND REMOVAL. All officers shall hold office until the first meeting of the Board of Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, but any officer may be removed from office, either with or without cause, at any time by vote of the Board of Directors then in office. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some earlier time or upon the happening of some other event. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

Section 3. POWERS AND DUTIES. Unless otherwise determined by the Board of Directors, the officers of the Corporation shall each have such powers and duties as generally pertain to their respective offices, as well as such additional powers and duties as from time to time may be conferred by the Board of Directors. Any vice president, assistant treasurer and assistant secretary shall, in the absence or disability of the President, Treasurer or Secretary, respectively, perform the duties of such officer and shall generally assist the President, Treasurer or Secretary, respectively.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS,
EMPLOYEES AND OTHER AGENTS

Section 1. DIRECTORS AND OFFICERS. The Corporation shall indemnify its officers and Directors to the maximum extent permitted under applicable law against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise, or as fines and penalties, and counsel fees, reasonably incurred by an officer or Director in connection with the defense or disposition of any civil, criminal, administrative or investigative action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened with respect to any action taken or not taken by such officer or Director of such action, had it been taken or not taken by an officer or Director of the Corporation in his capacity as such, would have been entitled to indemnification under Chapter 156D. Expenses (including attorneys' fees) incurred by an officer or Director in defending any such action, suit or other proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of the officer's, and/or director's written affirmation of his good faith belief that he has met the relevant standard of conduct described in Section 8.51 of Chapter 156D and his written undertaking to repay any funds advanced if it is ultimately determined that he is not entitled to indemnification. The right of indemnification provided herein shall not be exclusive of or affect any other rights to indemnification to which such officer or Director may be entitled.

Section 2. EMPLOYEES AND OTHER AGENTS. The Board of Directors may, by general vote or by vote pertaining to a specific employee or agent or class thereof, authorize indemnification of the Corporation's employees and agents, other than those officers, Directors

and persons referred to in Section 1 above, to whatever extent they may determine, which may be in the same manner and to the same extent provided in Section 1 above.

Section 3. LIMIT UPON INDEMNIFICATION. Indemnification under this Article VI, whether under Section 1 or Section 2, shall not be made, and no person shall be entitled to indemnification, in any case where such claim, action, suit or proceeding shall proceed to final adjudication and it shall be finally adjudged, nor shall any settlement be determined reasonable if it is found, that such Director, officer, person, employee or agent (a) is or was derelict in the performance of his duties in connection with the alleged acts or omissions giving rise to such claim, action, suit or proceeding, or (b) has not acted in good faith in the reasonable belief that his action was in the best interests of the Corporation. Neither a judgment of conviction nor the entry of any plea in a criminal case shall of itself be deemed an adjudication that such Director, officer, employee or agent was derelict in the performance of his duties if he acted in good faith, for a purpose which he reasonably believed to be in the best interests of the Corporation, and had no reasonable cause to believe that his conduct was unlawful.

Section 4. OTHER REMEDIES. The rights of indemnification herein provided for shall be severable, shall not be exclusive of other rights to which any Director, officer, employee or agent may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

AMENDMENTS

These Bylaws may be altered, amended or repealed, and new Bylaws not inconsistent with any provision of the Articles of Organization or statute may be made by the affirmative vote of a supermajority of the stockholders of the Corporation entitled to vote thereon at any regular or special meeting of the stockholders duly called after notice to the stockholders of that purpose.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. FISCAL YEAR. Except as from time to time otherwise determined by the Directors the fiscal year of the corporation shall be the twelve months, ending the last day of December in each year.

Section 2. SECURITIES OF OTHER CORPORATIONS. The President or Treasurer, and such other officer or officers as the Directors may designate, may exercise on behalf of this Corporation all rights possessed by it in respect of the securities or similar interests issued by any other corporation or organization held by this Corporation, and in connection therewith may waive notice of, file consents to actions taken, and appoint any person or persons to act as proxy or attorney in fact for this Corporation (with or without power of substitution) at any meeting of shareholders of such other corporation or organization.

Section 3. REFERENCES. All references in these Bylaws to the Articles of Organization and to these Bylaws shall mean the Articles of Organization and Bylaws as originally filed and adopted and as from time to time amended.

D

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

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

FORM 1010C

In Good Health, Inc. is a Medical
Marijuana Treatment Center with the
Department of Public Health in accordance
with 105 CMR 725.004 as of December 18, 2017.

12/15/17

Bryan Hartner

Director

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

4 62680110

- (1) Exact name of the non-profit: In Good Health, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
In Good Health, Inc.
- (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:

In Good Health, 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:*

The purpose of the Corporation shall be to engage in any activity in which a corporation organized under Chapter 156D of the laws of the Commonwealth of Massachusetts may lawfully engage, including operation as a registered marijuana dispensary and licensed marijuana establishment.

([^]medical

[^]medical

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
	1,000			

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:

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:

See forthin

~~Please see~~ corporation's Stock Agreement

ARTICLE VI

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

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

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:
1200 West Chestnut Street, Brockton, MA 02301
- b. The name of its initial registered agent at its registered office:
David Noble, 1200 West Chestnut Street, Brockton, MA 02301
- 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: David Noble

Treasurer: Andrea Noble

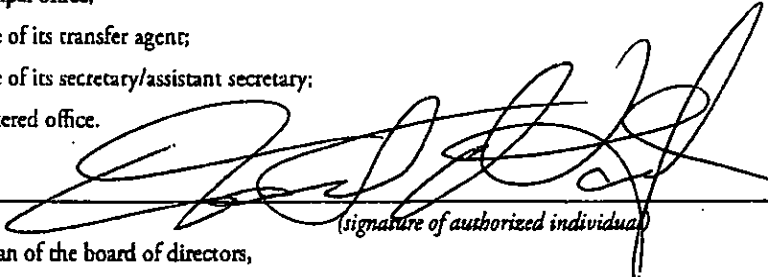
Secretary: Andrea Noble

Director(s): David Noble; Andrea Noble

- d. The fiscal year end of the corporation:
12/31
- e. A brief description of the type of business in which the corporation intends to engage:
Operation as a registered medical marijuana dispensary and licensed marijuana establishment
- f. The street address of the principal office of the corporation:
1200 West Chestnut Street, Brockton, MA 02301
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

1200 West Chestnut Street, Brockton, MA 02301, 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:  _____
(signature of authorized individual)

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

on this 6th day of December, 2017 2018


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)

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 6 day of November, 20 18, at _____ a.m./p.m.
time

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


WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

check 39269
cash 501473


Examiner
Name approval

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION
Contact Information:

Andrew S. Levine, Esq.

Donoghue, Barrett & Singal, P.C.

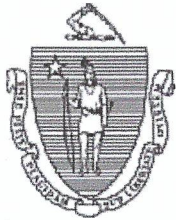
1 Beacon St., Ste. 1320, Boston, MA 02108

Telephone: 617-598-6700

Email: alevine@dbslawfirm.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.

1319987
SECRETARY OF THE
COMMONWEALTH
2018 NOV -6 PM 4:00
CORPORATIONS DIVISION



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



401865761

Rosalin Acosta
SECRETARY

Connie C. Carter
DIRECTOR

In Good Health Inc.
1200 WEST CHESTNUT STREET
BROCKTON, MA 02301

EAN: 22018987
August 22, 2022

Certificate Id:62025

The Department of Unemployment Assistance certifies that as of 8/22/2022 ,In Good Health 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.

Connie C. Carter, Director

Department of Unemployment Assistance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2022

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

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

PRODUCER C & S Insurance Agency, Inc. 190 Chauncy St Mansfield MA 02048	CONTACT NAME: Anna Seymour PHONE (A/C, No, Ext): (508) 339-2951 E-MAIL ADDRESS: anna@candsins.com FAX (A/C, No): (508) 339-4811																					
INSURED In Good Health, Inc. 1200 West Chestnut Street Brockton MA 02301	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER B:</td><td>Arbella Protection Insurance Co</td><td>41360</td></tr><tr><td>INSURER C:</td><td>Maine Employers' Mutual Ins Co (MEMIC)</td><td>11149</td></tr><tr><td>INSURER D:</td><td>Topa Insurance Company</td><td>180311</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	James River Insurance Company	12203	INSURER B:	Arbella Protection Insurance Co	41360	INSURER C:	Maine Employers' Mutual Ins Co (MEMIC)	11149	INSURER D:	Topa Insurance Company	180311	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	James River Insurance Company	12203																				
INSURER B:	Arbella Protection Insurance Co	41360																				
INSURER C:	Maine Employers' Mutual Ins Co (MEMIC)	11149																				
INSURER D:	Topa Insurance Company	180311																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible \$5,000 each claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			00098672-2	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1020103271	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			00098678-2	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		610 3800699	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Location: 449 Route 130, Units 4B, 7, 8, Sandwich, MA 02563

CERTIFICATE HOLDER**CANCELLATION**Cannabis Control Commission
Union Station
2 Washington Square
Worcester
MA 01604

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

In Good Health, Inc.
Marijuana Retailer Application MRN284655

Summary of Business Plan

In Good Health's (IGH) three-year business plan is based on a number of operational and budgetary assumptions as detailed in the following discussion. These strategic planning assumptions inform IGH's projections for utilization, revenue and expenses which are attached to this summary.

IGH's proposed co-located MTC and adult-use marijuana establishment will be sited in the Town of Sandwich, which is located over the bridge in Cape Cod, Massachusetts with approximately 20,000 residents according to the latest census bureau information. IGH's primary service area of ten towns (including Sandwich) has a population in excess of 50,000 individuals. This does not include the expected sales from the area's large tourist population.

IGH conservatively projects that in the first year of co-located operations the ratio of medical patient to adult consumer visits to the Sandwich marijuana establishment will be 1:3; IGH also projects that the average purchase amount per visit will remain at \$100.00 per individual.

IGH currently employs 10 full-time employees to run its medical marijuana operations and projects that it will need to employ an additional 4-6 full-time employees in the first year of co-located medical and adult-use marijuana operations (4-6 full-time employees for adult-use retail and dispensing operations).

Payroll expenses are projected to be \$300,000 a year. Projected payroll expenses include all payroll taxes, workers compensation insurance, and per employee per month healthcare benefit costs. Payroll expenses are projected to increase proportionately with added hiring and fair salary increases to IGH's existing employees.

Operating expenses (excluding payroll) are projected to be \$643,500 in year one, \$6,824,375 in year two, and \$7,829,250 in year three. Operating expenses (excluding payroll) include cost of goods sold, ongoing expenses related to legal services and other expert consultant services, annual licensing/application fees, rent for the leased premises in Sandwich, standard office expenses (e.g., computer, telephone, utilities and other general equipment), security, general and product liability insurance premiums, and associated federal and state taxes. Depreciation and amortization on outstanding notes are calculated in accordance with all applicable federal and state guidelines and with generally accepted accounting principles.

Federal and State tax liabilities are projected based on the shareholders tax bracket as IGH is an S Corporation.

In Good Health, Inc.
Marijuana Retailer Application MRN284655

**Three-Year Business Plan Budget Projections
(selected)**

In Good Health, Inc.

	First Year Projections 2022 NOV	Second Year Projections 2023	Third Year Projections 2024
Projected Revenue	900,000	9,125,000	10,950,000
Projected Expenses Including Taxes	643,500	6,824,375	7,829,250
VARIANCE:	206,500	2,000,625	2,520,750
Number of unique visits for the year	2250	3800	4550
Number of visits for the year	9000	91,200	109,200
Projected % growth rate annually	0%	90 %	16.5%
Estimated purchased per visit	\$100.00	\$100.00	\$100.00
Estimated cost per ounce	\$275.00	\$275.00	\$275.00
Total FTE in staffing	15 FTE	15 FTE	15 FTE
Total Marijuana Inventory for the year (lbs.)	300	2500	2750
Total Marijuana sold for the year (lbs.)	225	2100	2500
Total Marijuana left for roll over (lbs.)	75	400	250

IN GOOD HEALTH, INC.
MEDICAL MARIJUANA TREATMENT CENTER [SANDWICH]
POLICY: ENERGY COMPLIANCE PLAN

POLICY

In Good Health, Inc. (“IGH”) has implemented processes to ensure energy efficiency and conservation in its daily operations and will continue to identify potential energy-use reduction opportunities in accordance with 935 CMR 500.105(1)(q) and 500.105(15) and 935 CMR 501.105(1)(q) and 501.105(15). The following plan details IGH’s identification of potential energy-use reduction opportunities, consideration of renewable energy generation opportunities, strategies to reduce electric demand, and engagement with energy efficiency programs, as well as proper maintenance and operation of cultivation equipment. This plan also summarizes IGH’s transportation and delivery decisions related to energy efficiency.

PROCEDURE

1. Identification of potential energy-use reduction opportunities and implementation plan:

- a) In September 2014, IGH began building one of the first cultivation and manufacturing facilities. Since then, IGH has completed two additional builds, in 2017 and 2019, continuing to be more efficient with each new project. IGH worked with BLW Engineers, Inc. (“BLW”) and BKA Architects (“BKA”) throughout the planning and development of IGH’s colocated Marijuana Establishment and Medical Marijuana Treatment Center in Brockton to identify potential energy use reduction and plan for implementation of such opportunities.
- b) IGH will monitor energy consumption through its monthly utility bills, monthly Cannabis PowerScore, and yearly Mass Save audit. Based on this data, IGH will adjust operations to reduce energy consumption through equipment such as lighting, heating, and air, if necessary.
- c) IGH has implemented best management practices regarding water use, waste management, and pest management after reviewing the Cannabis Control Commission’s (“the Commission”) Energy and Environment Compiled Guidance.
- d) IGH considered energy reduction opportunities such as installing LED lighting.
- e) IGH has installed energy efficient HLPD, HVAC, and dehumidification equipment throughout its facility. The lighting in the IGH cultivation operation is set to automated dimming schedules to minimize unnecessary energy waste.

- f) IGH utilizes an Argos Drip Irrigation System, which eliminates the need for the wasteful technique of hand watering.
- g) In the future, IGH plans to have annual Mass Save audits performed and is still considering installing LED lighting in several grow rooms. IGH will provide a Mass Save audit report to the Commission as soon as the assessment results are received.¹
- h) If IGH upgrades, renovates, or expands its facility, it will consult BLW, BKA, and/or Mass Save to assess the existing facility or new construction plans and discuss opportunities for energy-use reduction.
- i) If IGH's equipment fails, it will research available replacements and consult BLW and/or Mass Save, if necessary, to select energy saving equipment.

2. Consideration of opportunities for renewable energy generation:

- a) IGH has made and will continue to make energy supply decisions in consultation with BLW and BKA.
- b) IGH's Head of Cultivation has selected energy generation equipment that meets facility supply needs and reduces energy consumption.
- c) Annually, IGH will request a Mass Save facility assessment to evaluate its historical energy supply decisions and identify renewable options.
- d) If IGH upgrades, renovates, or expands its facility, or is in need of an equipment replacement, IGH will consult its previous Mass Save assessments and request an assessment of its proposed alterations to identify opportunities for renewable or alternative energy. IGH, in consultation with its Mass Save Sponsor, BLW, and BKA, will also consider incentive programs, such as the Solar Massachusetts Renewable Target Program, to determine whether it can install renewable or alternative energy generation sources.
- e) IGH considered renewable energy generation opportunities such as purchasing renewable energy. IGH has not yet but plans to purchase renewable energy in the upcoming year. IGH will provide a Mass Save audit report to the Commission as soon as the assessment results are received.

¹ IGH had a Mass Save facility assessment performed on December 22, 2020. Results of the assessment and formal audit report are forthcoming.

f) IGH does not have energy generators. It contracts with a back-up service.

3. Strategies to reduce electric demand:

- a) Similar to energy consumption, IGH will monitor electricity demand through its monthly utility bills, monthly Cannabis PowerScore, and yearly Mass Save audit. IGH will compare the demand required by new and existing equipment to its available electricity capacity. Based on this data, IGH will adjust its demand.
- b) Annually, IGH will have BLW evaluate its load size in tandem with the execution of an updated Energy Compliance Letter for active load management.
- c) Should electricity demand become problematic, IGH will consult with BLW, BKA, and/or Mass Save to develop reduction opportunities in addition to its existing lighting schedules and active load management.
- d) IGH uses scheduled lighting dimmers in its cultivation operations to reduce electricity demand required by its horticultural lighting equipment.
- e) IGH considered electricity demand reduction opportunities such as installing LED lighting in the facility.
- f) IGH implemented the dimming schedule and is considering installing LED lighting in some rooms in the future. IGH will provide a Mass Save audit report to the Commission as soon as the assessment results are received.

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants:

- a) IGH will work with its designated Mass Save Sponsor to conduct annual facility assessments, as well as new building, major renovation, and new equipment assessments, as needed. This will help IGH stay up to date on new energy efficiency opportunities and incentives.
- b) IGH will work with BLW and BKA to review and consider engagement with other energy efficiency programs as well.
- c) To date, IGH has had one Mass Save facility assessment. IGH will provide a Mass Save audit report to the Commission as soon as the assessment results are received.

5. Ensuring that equipment is maintained, calibrated, and operating properly:

- a) IGH's Head of Cultivation is responsible for maintaining operations manuals and operating procedures for all equipment, including major energy using equipment. IGH's Head of Cultivation is also responsible for regularly evaluating equipment to ensure proper maintenance, calibration, and operation.
- b) All IGH Agents involved in cultivation operations that are authorized to operate equipment will undergo comprehensive training on the proper use of the equipment.
- c) BLW has executed an Energy Compliance Letter documenting the quantity and quality of IGH's equipment. IGH will have BLW, or another professional engineer, update the letter each year.

6. Making energy efficiency fleet decisions for transportation and delivery operations:

- a) IGH currently maintains five vehicles in its fleet which are used for transferring product to other licensees through wholesale operations, delivery to patients and caregivers, and cash drop-offs to the bank.
- b) IGH's fleet contains one (1) 2015 Jeep Grand Cherokee, one (1) 2016 Nissan NV200, two (2) 2017 Jeep Patriots, and one (1) 2015 Ford Transit.
- c) IGH does not use alternative fuel vehicles because its existing fleet was purchased prior to the enactment of the Commission's energy efficiency regulations and guidance and based its purchasing decisions on the safety and reliability of the above-mentioned vehicles. Should IGH need to expand its fleet, it will purchase electric or hybrid vehicles.
- d) Other energy and water conservation strategies employed at IGH's physical facility are described above.

APPROVED BY:

[Insert Name]

Date

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: SAMPLING AND ANALYSIS OF PRODUCTION BATCHES

POLICY

In Good Health, Inc. (“IGH”) contracts with an independent analytical laboratory for testing of all marijuana production batches to ensure that all products meet applicable standards set by the Cannabis Control Commission (“the Commission”). Testing of marijuana shall be in compliance with all requirements under 935 CMR 500.105(3) and 500.160 and 935 CMR 501.105(3) and 501.160.

PROCEDURE

I. GENERAL PROCEDURES

1. IGH is responsible for having all marijuana cultivated at its facility tested in accordance with the requirements of 935 CMR 500.160 and 935 CMR 501.160.
2. IGH shall ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner, which includes ensuring that the leaves and flowers are well-cured and generally free of seeds and stems; free of dirt, sand, debris, and other foreign matter; and free of contamination by mold, rot, other fungus, and bacterial diseases, satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter*.
3. All IGH Agents whose job includes contact with marijuana or non-edible marijuana infused products are subject to the food handler requirements specified at 105 CMR 300.000.
4. All IGH Agents whose job includes direct contact with marijuana must conform to sanitary practices while at work, including maintaining adequate personal cleanliness and washing hands appropriately.
5. IGH shall provide handwashing facilities which are adequate, convenient, and furnished with running water at a suitable temperature. These facilities will be located in production areas and areas where good sanitary practices require employees to wash and/or sanitize their hands. The facilities shall also provide effective hand-cleaning and sanitizing preparations, as well as sanitary towel service or suitable drying devices.
6. IGH will ensure there is sufficient space for equipment and storage of materials as is necessary to maintain sanitary operations.
7. IGH Agents shall properly remove litter and waste to minimize the development of odor and the potential attraction and harboring of pests.

8. IGH's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair.
9. IGH will install adequate safety lighting in all processing and storage areas, and all other areas where equipment and utensils are cleaned.
10. IGH's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition.
11. IGH will maintain, clean, and sanitize all contact surfaces as frequently as necessary to protect against contamination using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
12. IGH will identify, hold, and store all toxic items in a manner that protects against the contamination of marijuana.
13. IGH shall maintain a water supply sufficient for necessary operations.
14. IGH's plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
15. IGH will provide Agents with adequate, readily accessible toilet facilities.
16. Marijuana shall be tested for the cannabinoid profile and for contaminants as specified by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Additional testing will be conducted as requested by the Commission.
17. IGH shall also ensure that final ready-to-sell vaporizer products are screened for heavy metals and Vitamin E Acetate per the Commission's requirements.
18. All marijuana testing must be conducted in compliance with M.G.L. c. 94G, § 15 and Commission protocols by an independent laboratory that is:
 - a) *Accredited to International Organization for Standardization (ISO) 17025* by a third party accrediting body such as A2LA or ACLASS; or
 - b) Certified, registered, or accredited by an organization approved by the Commission.
19. IGH shall arrange for marijuana testing to be conducted in accordance with the frequency required by Commission.

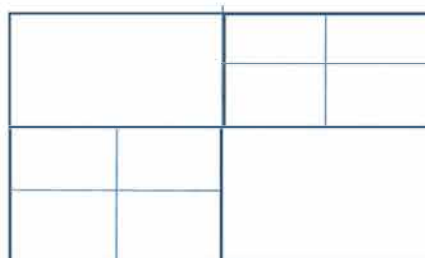
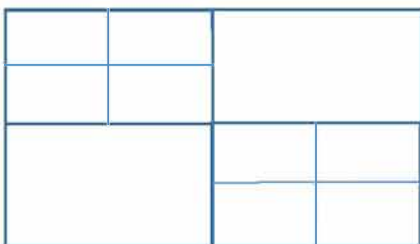
20. IGH maintains all marijuana testing results for a minimum of one (1) year and will retest any marijuana and marijuana products with testing dates exceeding one (1) year.
21. No member of the IGH Executive Management Team or member of the IGH corporation may have any financial or other interest in the laboratory providing testing services for IGH. No individual employee of the laboratory providing testing services for IGH may receive direct financial compensation from IGH.
22. Transportation of marijuana from the IGH facility to the testing laboratory shall comply with the requirements under 935 CMR 500.105(13) and 935 CMR 501.105(13). Refer to IGH's Transportation of Marijuana and Marijuana Products Policy.
23. Storage of marijuana at the laboratory providing testing services for IGH shall comply with the requirements of 935 CMR 500.105(11) and 935 CMR 501.105(11).
24. All excess marijuana left over from the testing at the laboratory must be returned to IGH and will be disposed of pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(12).
25. The testing laboratory will generate a laboratory data package regarding each tested sample which will include:
 - a) A case narrative describing sample receipt, preparation and analytical issues encountered and analytical methods used, along with a signed statement as to the accuracy and completeness of the results;
 - b) Chains-of-custody paperwork; and
 - c) Summary of the analytical results.
26. In accordance with the requirements under 935 CMR 500.160 and 935 CMR 501.160, when the independent testing laboratory results indicate unacceptable contaminant levels, all marijuana with the same batch number as the contaminated sample will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. The unacceptable contaminant levels will be noted in the Metrc and LeafLogix systems and inventory records adjusted accordingly. In accordance with 935 CMR 500.160 and 935 CMR 501.160, the VP-Operations and the Director of Cultivation will review the data package provided by the testing laboratory concerning the marijuana sample, cultivation records for that batch number, including the type of growing media, pesticides used, employees who handled the marijuana, etc., to assess the source of contamination. Video surveillance tapes may also be reviewed as necessary to assist in this process. Identified sources and circumstances of the contamination will be noted in the Metrc and LeafLogix systems and additional employee training will be provided when indicated. Sources of contamination which may also affect other marijuana plants will be eliminated. IGH's Inventory Management Policy, and its quality control procedures contained in this Policy will be made

available to Consumers, Registered Qualifying Patients and Personal Caregivers upon request.

27. Both IGH and the independent testing laboratory shall report unacceptable testing results that cannot be remedied to the Commission within seventy-two (72) hours in compliance with 935 CMR 501.160(4)(a)(1) and 935 CMR 501.160(3)(a)(1). IGH will propose a remedying plan at this time.
28. If IGH is notified that any marijuana or marijuana product has failed contaminant testing, it will reanalyze, remediate, or dispose of the affected marijuana or marijuana product in accordance with 935 CMR 500.160(13) and 935 CMR 501.160(12).

II. SAMPLING

1. IGH's contracted independent analytical laboratory will sample all products to be certified using the Quartering method appropriate for the material sampled. All sampling will be in accordance with Sections 5.0-5.3 in the Commission's *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Any product that fails specified requirements may be retested once and upon a second failure, must be destroyed according to Commission guidelines. Upon passing the required testing, labels will be produced, and the products will be released for sale.
2. If necessary, each flower batch will be broken into TESTING LOTS of up to two kilograms (2 kg) of flower. The testing lot will be separated into equal quadrants. Each quadrant will be quartered. Opposite quadrants will be quartered and random samples from each will be collected to reach the volume necessary for the sample required.



3. Due to the inhomogeneity of raw plant material, multiple two-gram (2-g) samples will be collected from each lot, depending on the size of the lot to be tested. For the two-kilogram (2-kg) lot size, five (5) sub-samples will be collected. For lot sizes smaller than one kilogram (1 kg), three (3) sub-samples will be sufficient. In each case, the sub-samples will be composited for testing.

4. After sampling, flower will be placed in containers and sealed with security tape and quarantined while awaiting testing results. For chain of custody, total weight and sample weight will be witnessed and recorded. Crop batch data along with batch ID will also be collected.
5. All material will be sent to the lab to be tested for: PESTICIDES, PGR's and HEAVY METALS.
6. Upon passing the testing requirements, the lot will be available for further processing, or for additional testing if flower is intended for direct consumption.
7. All flower material for direct consumption will also be tested for:
BACTERIA, FUNGI, MYCOTOXINS, CANNABINOIDS: THCA, CBDA, CBGA, CBD, D8-THC, D9-THC, CBG, CBC, and CBN.
8. Upon passing the testing requirement, the batch will be certified and released for sale with labeling information. Labels will be designed within the lab to meet requirements. By following this protocol, product dispensed will be able to be sold as TESTED & CERTIFIED and labeled as such.

III. CANNABIS RESINS

1. All sampling will be in accordance with Sections 5.0-5.3 in the Commission's *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. After samples have been taken the product will be quarantined and placed in a tamper proof location until test results are processed. Upon passing the required testing, labels will be produced, and the products will be released for sale.
2. If cannabis resins can be adequately homogenized, then a single half-gram (0.5-g) random sample will be collected and sent to the lab for testing of HEAVY METALS. For cannabis resins to be dispensed as resins, an additional one and one-half-gram (1.5-g) random sample will be collected and sent to the lab for testing for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS. All cannabis resins that are being used to create marijuana products will be further tested in the post-marijuana products production for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

IV. CANNABIS CONCENTRATES

1. All sampling will be in accordance with Sections 5.0-5.3 in the Commission's *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. After samples have been taken the product will be quarantined and placed in a tamper proof location until test results are processed.

2. If concentrate can be adequately homogenized, then a single half-gram (0.5-g) random sample will be collected and sent to the lab for testing of HEAVY METALS and SOLVENTS. For concentrates to be dispensed as concentrates, an additional one and one-half-gram (1.5-g) random sample will be collected and sent to the lab for testing for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS. All concentrates that are being used to create marijuana products will further be tested post-marijuana products production for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

V. MARIJUANA PRODUCTS

1. All sampling will be in accordance with Sections 5.0-5.3 in the Commission's *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. After samples have been taken the product will be segregated and placed in a tamper proof location until test results are processed. Upon passing the required testing, labels will be produced, and the products will be released for sale.
2. Random samples will be collected in individual serving size units and sent to the lab for testing of BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

VI. TESTING METHODOLOGIES

1. Analytical procedures for determining cannabinoid profiles will follow the methods described in AHP 2013.
2. Quantification of metals will be performed with a validated method such as provided by the FDA USP, Chapter 233.
3. Pesticides residues and plant growth regulator testing will attempt to analyze as many compounds on the USDA target analyte list as possible, using methods that are consistent with the following sections of the National Organic Program Handbook: Guidance and Instructions for Accredited Certifying Agents and Certified Operations – NOP 2611, NOP 2611-1 and NOP 2613.
4. Methods for identifying microbiological contaminants will be consistent with USP chapters 61, 62 and 561.
5. Methods for determining residual solvent concentrations will be performed in accordance with USP chapter 467.

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: RESTRICTING ACCESS TO AGE 21 OR OLDER

POLICY

In Good Health, Inc. (“IGH”) operates a colocated Medical Marijuana Treatment Center (“MTC”) and adult-use Marijuana Establishment in Sandwich, MA. As a result, individuals under the age of 21 may have a need to access the facility for dispensing of marijuana and marijuana products for medical use. However, IGH shall implement strict security measures to ensure that all individuals entering the colocated facility are appropriately identified and that access to the adult-use marijuana dispensing area is limited to individuals age 21 and older.

PROCEDURE

1. In accordance with 935 CMR 500.140(2) *On-premises Verification of Identification*, all individuals will be required to present an acceptable form of identification to IGH Security upon immediate entry into the IGH facility.
 - a) Adult-Use consumers must be 21 years of age or older to gain access to the separate adult-use dispensing area.
 - b) All Registered Qualifying Patients and Personal Caregivers will be required to present their registration card and one other form of acceptable identification to IGH Security to gain access to either the medical or adult-use dispensing areas.
 - i. IGH shall not admit an individual younger than 21 but 18 years of age or older, unless he or she produces an active medical registration card issued by the Commission and one other acceptable form of identification.
 - ii. IGH shall not admit an individual younger than 18, unless he or she is accompanied by a Personal Caregiver and both individuals produce an active medical registration card issued by the Commission and the Personal Caregiver produces one other acceptable form of identification. A Registered Qualifying Patient under the age of 18, accompanied by a Personal Caregiver, does not need a separate means of identification to enter the IGH dispensary.
2. Acceptable forms of identification are limited to the following: valid driver’s license, government-issued identification card, military identification card, and passport.

3. IGH shall not permit entry or dispense marijuana or marijuana products to any individual failing to meet the above requirements.
4. Refer to IGH's Security Plan and Dispensing Product to Medical- and Adult-Use Consumers Policy for more information.
5. All employees and registered agents shall be 21 years of age or older.

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: PERSONNEL POLICIES

POLICY

In Good Health, Inc. (“IGH”) maintains confidential personnel records in accordance with 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d). Access to personnel records is limited to the IGH Executive Management Team and the applicable employee or his/her designated representative(s). IGH personnel policies and procedures are more fully described in the IGH Employee Handbook.

PROCEDURE

1. IGH shall maintain the following personnel records:

- a) Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- b) A personnel record for each Medical Marijuana Treatment Center (“MTC”) and Marijuana Establishment Agent. Such records shall be maintained for at least six (6) years after termination of the individual’s affiliation with IGH and shall include, at a minimum, the following:
 - i) All materials submitted to the Cannabis Control Commission (“the Commission”) pursuant to 935 CMR 500.030(2) and 935 CMR 501.030;
 - ii) Documentation of verification of references;
 - iii) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - iv) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v) A copy of the application that IGH submitted to the Commission on behalf of any prospective MTC Agent;
 - vi) A notice of completed responsible vendor and eight (8)-hour training for any Agent;
 - vii) Documentation of periodic performance evaluations; and

- viii) A record of any disciplinary action taken.
 - c) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - d) Personnel policies and procedures, as further described in the IGH Employee Handbook; and
 - e) CORI reports obtained in accordance with M.G.L. c. 6, § 172, 935 CMR 500.030, 935 CMR 501.030, and 803 CMR 2.00.
2. All CORI reports obtained by IGH in accordance with M.G.L. c. 6, § 172, 935 CMR 500.030, 935 CMR 501.030, and 803 CMR 2.00 will be kept separate from general personnel records. Copies of any additional, ongoing CORI reports obtained by IGH concerning its Agents after initial hire will be submitted to the Commission.
 3. IGH employees may inspect and/or receive copies of the documents in their personnel file upon request. The procedure for receiving such copies is further outlined in the IGH Employee Handbook.
 4. IGH personnel records will be made available to the Commission for inspection upon request.
 5. IGH's staffing plan and records shall be in compliance with 935 CMR 105(9).
 6. IGH shall maintain a plan describing how confidential information and other records required to be maintained confidentially will be maintained pursuant to 935 CMR 500.105(1) and 935 CMR 501.105(1).
 7. IGH will immediately dismiss any Agent who has diverted marijuana, engaged in unsafe practices, or has been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor pursuant to 935 CMR 500.105(1) and 935 CMR 501.105(1).
 8. The IGH Employee Handbook contains policies ensuring an alcohol, smoke, and drug-free workplace.
 9. The IGH Employee Handbook also contains IGH's Code of Ethics and Whistleblower Policy, as well as a policy notifying persons with disabilities of their rights under state and federal law, their right to protection from discrimination, and their right to reasonable accommodations.

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: DIVERSITY PLAN

POLICY

In Good Health (“IGH”) seeks to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and LGBTQ+ people by including them in IGH’s operation of a colocated Medical Marijuana Treatment Center (“MTC”) and Marijuana Establishment in accordance with 935 CMR 500.101(1)(c)(8)(k) and 935 CMR 501.101(1)(c)(8)(k). IGH’s Director of Compliance will be responsible for implementing and tracking the goals, programs, and metrics identified in this Plan.

PROCEDURE

1. IGH’s goals for this Diversity Plan include:
 - a. Increasing the number of individuals falling into the above-referenced demographics working at IGH’s colocated MTC and Marijuana Establishment and providing tools to ensure their success; and
 - b. Increasing the number of individuals falling into the above-referenced demographics in management or other key staff roles at IGH’s colocated MTC and Marijuana Establishment and providing tools to ensure their success.
2. IGH will implement the following program to meet these goals:
 - a. Advertising employment opportunities in diverse publications and with career centers that are tailored to individuals falling in the above-referenced demographics (NOTE: IGH will ensure that any social media platforms used to advertise employment opportunities are targeted to audiences that are reasonably expected to be twenty-one (21) years of age or older for its adult-use operations pursuant to 935 CMR 500.105));
 - i. IGH will post all advertisements for employment opportunities at its MTC and Marijuana Establishment in the Brockton and Sandwich local newspapers, *The Enterprise* and *Cape Cod Times*, to ensure such opportunities are widely disseminated in the Brockton and Sandwich communities.
 - b. Hosting job fairs, either directly or in partnership with local organizations such as local community colleges, with a focus on attracting individuals from the above referenced demographics; and

- i. IGH will also aim to host/co-host at least one job fair each year in Sandwich. Representatives of IGH will have a table at each job fair and discuss current employment opportunities at the MTC and Marijuana Establishment with interested attendees. IGH will encourage existing diverse employees to serve as representatives at these job fairs.
 - c. Creation of a promotion process that employs equity principles for current employees.
 - i. In the initial year of this Diversity Plan, IGH plans to work with an independent consultant to review the demographics of its workforce and compare this data with the current labor market to identify potential areas for improvement in hiring and promotion practices.
 - ii. IGH plans to work with an independent consultant to develop tools to assist employees with career enhancement.
- 3. The following metrics will be tracked annually to assess IGH's progress with this plan and the achievement of the goals stated herein:
 - a. Program A:
 - i. Advertising employment opportunities in diverse publications and with career centers that are tailored to individuals falling in the above-referenced demographics.
 - ii. Metrics: 1) how many employment advertisements are placed in *The Enterprise* and with MassHire Greater Brockton Career Center; 2) how many employment applications are received as a result of such advertisements; and 3) how many individuals falling into the above-referenced demographics who applied through such advertisements are employed at IGH.
 - iii. Measurable Goal: IGH will place at least half of its employment advertisements in *The Enterprise* and with MassHire Greater Brockton Career Center.
 - b. Program B:
 - i. Hosting job fairs, either directly or in partnership with local organizations such as Massasoit Community College, with a focus on attracting individuals from the above-referenced demographics.
 - ii. Metrics: 1) number of job fairs hosted by IGH directly and/or in collaboration with local organizations such as Massasoit Community College; 2) number of attendees at each job fair; 3) number of job

applications submitted as a result of such job fair; and 4) number of individuals falling into the above-referenced demographics who applied as a result of such job fair and are employed at IGH.

- iii. Measurable Goal: In the first year of full operation, IGH will hold at least one job fair in collaboration with local organizations, such as Massasoit Community College.

c. Program C:

- i. Creation of a promotion process that employs equity principles for current employees.
- ii. Metrics: 1) in the initial year of this Diversity Plan, documentation evidencing engagement of the independent consultant and results of such consultant's review; 2) the number of individuals falling into the above-referenced demographics who are employed in management or other key staff roles at IGH's co-located medical and adult-use marijuana establishment upon receipt of final adult-use licensure from the Commission; and 3) the number of promotions to management or other key staff roles at IGH for individuals falling into the above-referenced demographics one year following receipt of final adult-use licensure from the Commission, and annually thereafter.
- iii. Measurable Goal: Within the first two years of full operation, IGH will set a goal of promoting at least two (2) individuals from the above-referenced demographics who have benefitted from the tools developed with IGH's independent consultant.

d. Overall Goal:

- i. IGH will aim to source 80% of its employees from populations who represent each population identified as a Commission-approved area of diversity:

20% women;
20% minorities;
20% veterans;
10% persons with disabilities; and
10% LGBTQ+

4. Annual Assessment and Acknowledgments

- a. IGH will assess the performance of this Diversity Plan annually and will report on its efforts and the identified metrics above to the Commission in accordance with

its annual licensure renewal in accordance with 935 CMR 500.103(4)(b) and 935 CMR 501.103(4)(b).

- b. IGH further acknowledges the following regarding the implementation of this Diversity Plan:
- i. All specifically named organizations in this plan have agreed to partner with IGH to implement the identified goals and programs stated herein, as applicable.
 - ii. In carrying out this plan, IGH will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices in accordance with 935 CMR 500.105(4) and 935 CMR 501.105(4).
 - iii. Any actions taken, or programs instituted by IGH in connection with this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: MAINTENANCE OF FINANCIAL RECORDS

POLICY

In Good Health, Inc. (“IGH”) retains general business and financial records in accordance with generally accepted accounting principles and 935 CMR 500.105(9) and 500.140(5) and 935 CMR 501.105(9) and 501.140(5).

PROCEDURE

1. IGH will maintain business and financial records including manual or computerized records of the following:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records indicating the name of the Registered Qualifying Patient or Personal Caregiver to whom IGH has dispensed medical marijuana or marijuana products, if applicable, and the quantity, form, and cost of marijuana or marijuana products dispensed; and
 - e. Salary and wages paid to employees, stipends paid to members of the board of directors, and any other stipends, executive compensation, bonus, benefit, or item of value paid to any affiliates of IGH, including individuals or entities with direct or indirect control.
2. IGH will use a point-of-sale system, approved by the Cannabis Control Commission (the “Commission”), that records sales in accordance with requirements set forth by the Massachusetts Department of Revenue (the “DOR”), including 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements, as well as those requirements under 935 CMR 500.140(5), and 935 CMR 501.140(5). IGH will ensure that no software or other methods are utilized to manipulate or alter sales data and will conduct monthly inspections of equipment and sales data to ensure that it has not been manipulated or altered pursuant to 935 CMR 500.140(6). Records of inspection will be maintained and made available to the Commission upon request and any discovery of manipulation or alteration of sales data or attempts to do so will be reported to the Commission immediately and IGH will cooperate in any investigation, and take such other action directed by the Commission.
3. IGH shall maintain and provide the Commission on a biannual basis accurate sales data during the six (6) months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products pursuant to 935 CMR 500.140(10).

4. IGH's point of sale system will utilize separate accounting practices for marijuana and marijuana product sales and non-marijuana sales. This system will also separate medical and adult-use marijuana and marijuana product sales. Adult-use and non-marijuana sales will comply with Massachusetts tax laws and rules and regulations implemented by the DOR.
5. For medical sales, IGH will track Registered Qualifying Patient and Personal Caregiver information in compliance with the Commission's regulations.
6. For all sales, IGH will track marijuana and marijuana product inventory sold in compliance with the Commission's regulations. Records of marijuana and marijuana product sales will be maintained for no less than one year and will be available upon request. See IGH's Record Retention Plan for information.

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: QUALIFICATIONS AND TRAINING

POLICY

In Good Health, Inc. (“IGH”) ensures that all Marijuana Establishment and Medical Marijuana Treatment Center (“MTC”) agents complete a comprehensive training and orientation program prior to performing any related job functions in accordance with 935 CMR 500.105(2) and 935 CMR 501.105(2). Training will be tailored to the roles and responsibilities of the job function of each agent. In addition to initial new employee orientation, agents shall receive at least eight (8) hours of on-going training annually with equal training time allotted or addressing compliance with medical and adult-use program regulatory requirements and many of the materials from the new employee orientation being updated with additional training throughout the year. At least four (4) hours of annual training must be from the Responsible Vendor Training Program pursuant to 935 CMR 500.105(2)(a)2. and 935 CMR 501.105(2)(a)2. All new employees will complete the Responsible Vendor Program within ninety (90) days of being hired, and documentation of such training completion shall be maintained for four (4) years pursuant to 935 CMR 500.105(2).

Most training sessions shall be conducted in a live format with active learning techniques used to verify that attendees have obtained adequate knowledge of the particular topic including a post-test for each session. A few sessions shall be conducted virtually, such as some recreational compliance training. In addition, a written list of attendees of each session shall be recorded, dated, signed by the instructor and kept in a readily retrievable file.

Agent training will be focused on the following areas:

- ✓ Regulatory Compliance
- ✓ Patient/Caregiver Registration and Confidentiality
- ✓ Adult Retail Identification
- ✓ Safe Marijuana Handling Practices
- ✓ Security and Diversion
- ✓ Inventory and Point-of-Sale Records
- ✓ Responsible Vendor Program pursuant to 935 CMR 500.105(2)(b) and 935 CMR 501.105(2)(b)
- ✓ Privacy

PROCEDURE

1. New employees shall attend a mandatory orientation session conducted by the Director of Compliance (or designee) prior to commencing any job activities in the IGH facility. The orientation shall include an overview of all aspects of the IGH facility regardless of the staff member’s specific job responsibilities.

2. At the orientation, new employees shall attend a session regarding the Cannabis Control Commission's ("the Commission") regulations (935 CMR 500.000 et seq. and 935 CMR 501.000 et seq.) and shall be given sufficient background on the purpose and scope of these regulations. Additional sessions will be provided at least quarterly or more frequently, as necessary, depending on whether there are any new updates to the Commission's Marijuana Establishment or MTC regulations or any other relevant regulations.
3. At staff orientation there will be a session regarding the proper method for verifying a Registered Qualifying Patient's or Personal Caregiver's Commission-issued registration card and additional identification documents required for medical- and adult-use transactions. Information provided shall focus on the type of identification documents required by the Commission regulations and related policies for verifying this information for both on-site dispensing, retail, and home deliveries.
4. All new staff within each of IGH's divisions (cultivation, product manufacturing, and dispensing) will receive orientation and training around the safe handling of marijuana. These sessions shall be conducted by the specific IGH management personnel responsible for the particular area of focus.
5. All new staff will receive training on the responsible use of marijuana and marijuana products. Such training shall include the safe use of the products, interactions with other medications, methods of taking marijuana and marijuana products, testing procedures, types and strains and effectiveness, as well as general requirements for the use of marijuana.
6. Prior to work commencement relative to IGH's MTC business, new employees will be instructed on all aspects of patient case management and related policies and procedures. The training will include an overview of the initial intake process, including forms and patient communications, an evaluation of patient needs, and patient follow up. This session shall also focus on the requirement for training on patient confidentiality, including HIPAA compliance.
7. The new employee orientation and ongoing training sessions shall include a section on security and diversion. The training will be conducted by the IGH VP-Security Services and shall include physical plant security, delivery security, Consumer, Registered Qualifying Patient, Personal Caregiver and visitor security measures, incident (robbery) protocols and prevention and reporting of diversion.
8. The IGH Director of Cultivation shall provide a comprehensive overview of the growing, cultivation and processing of marijuana plants. This section shall include a detailed description of the growing process from seed/clone to finished product, processing of marijuana products and laboratory testing.

9. All existing and new IGH staff will be cross-trained on how to perform their respective job duties and responsibilities in compliance with both the medical and adult-use marijuana regulations. Such cross-training will include, but not be limited to, training dispensing staff on differences in point-of-sale transactions for Registered Qualifying Patients and Personal Caregivers and adult-use retail sales, training packaging staff on the different labeling requirements for marijuana and marijuana products that will be dispensed in the medical and adult-use programs, and training all applicable staff on appropriate inventory and recordkeeping requirements for medical and adult-use program requirements.
10. All existing and new IGH staff will seek dual registration status as an MTC agent and Marijuana Establishment agent with the Commission. In order to meet all training requirements under each license type, agents may be required to participate in more than eight (8) training hours per year.
11. All employees shall obtain training on the use of the IGH computer systems with regard to their specific job descriptions. Retail dispensing agents shall be trained in the point-of-sale system; security staff shall learn the security systems; and cultivation staff shall learn the seed-to-sale component.
12. Senior Management shall participate in the orientation sessions as needed and will ensure that the sessions are adequate for the successful initial training of new employees and for the ongoing education of all IGH staff.
13. Anticipated positions associated with the new IGH Sandwich Retail operation are as follows (please see Appendix A for full job description and qualifications):
 - a. Retail Sales Associate
 - b. Retail Assistant Manager
 - c. Retail Director
 - d. Security Officer
 - e. Security Director

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

Job Title: Retail Sales Associate

1/1/19

Department: Retail

General Job Description:

To assist and guide patients through their retail experience, while accurately and efficiently processing transactions in accordance with all rules and regulations put forth by In Good Health and the Cannabis Control Commission.

Customer Service Responsibilities:

- Display outstanding customer service while accurately and efficiently processing transactions.
- Exhibit patience and exceptional listening skills.
- Maintain high ethical standards and professionalism.
- Must display strong verbal communication skills.
- Handle customer complaints and problems in a professional and appropriate manner and seek assistance from the Assistant Manager on duty when necessary.

Job Knowledge Responsibilities:

- Must maintain current knowledge of cannabis industry and adhere to all policies and regulations put forth by the Cannabis Control Commission.
- Must maintain knowledge of all products for sale in the dispensary, including but not limited to cannabis strains, infused products, concentrates, vaporizers, and accessories.
- Must maintain knowledge of all current programs, pricing and deals.

Transactional / Cash Handling Responsibilities:

- Accurately process transactions by using barcode scanner, computer-based POS system, debit machine and cash drawer, assuring all patients leave with correct change and receipts.
- Ensure transactions are being completed under the correct patient profile in POS system.
- Ensure all products which are sold to patients are correctly labeled.
- Accurately count cash and provide appropriate change to customers when necessary.
- Accurately process debit transactions.
- Maintain organization of cash and debit receipts in register.

Inventory and Stocking Responsibilities:

- Accurately stock inventory, following In Good Health's inventory control procedures.
- Count inventory and confirm amounts when new products arrive to Retail.
- Fill out Chain of Custody sheets after inventory counts are confirmed.

- Keep inventory in vault organized and accurately labeled.
- Participate in and help with coordination of regular inventory checks when asked.
- Accurately document any damaged products in the Destruction/Return Log Book.

Other Responsibilities:

- Ability to multi-task and prioritize in a fast paced environment.
- Keep work space organized and all counters clear of clutter throughout shift.
- Schedule flexibility to work weekends, evenings and holidays when needed.
- Adhere to company dress code and uphold personal hygiene to ensure safe interactions with patients and products.
- Fill all time during scheduled shifts with productive, useful activity, including cleaning, stocking, researching, organizing or completing any other tasks to contribute to company success.
- Treat all individuals with respect, including customers, patients, co-workers, supervisors, department directors and anyone else who may be encountered during working hours.
- All other job duties as assigned.

Job Title: Assistant Manager

Department: Retail

Assistant Manager Job Duties:

- Scheduling of all retail staff (with assistance from Retail Director)
 - Maintain knowledge of all staffs hours (part time employees vs. full time employees) and regularly assigned shifts
 - Schedule staff appropriately according to volume of business
 - Adjust schedule as necessary to accommodate vacation, sick days, personal days, etc.
 - Maintain 4-6 weeks of schedule at all times
 - Post schedule and inform staff of hours within appropriate time frame (minimum 2 weeks prior)
- Delegate tasks to staff appropriately and effectively
 - Prioritize tasks and delegate accordingly
 - Take into consideration each staff members strengths and weaknesses and delegate tasks according to abilities
 - Coordinate lunch breaks appropriately
- Training of new retail staff (with assistance from Retail Director)
 - Adjust to the training needs of individual employees
 - Assess employees abilities throughout training and effectively correct errors
 - Pay extra attention to staff during first 90 days of employment
- Completing employee reviews (with assistance from Retail Director)
 - In accordance with IGH Employee Handbook
 - 90 day and yearly reviews are to be completed
 - Must be able to effectively assess employee performance, present reviews to employees in constructive manner, and set appropriate goals
- Manage minor personnel matters
 - Seek assistance from Retail Director and/or HR Department when necessary

Inventory Responsibilities

- Responsible for verifying all new inventory in POS software. When new products are brought up from packaging, lab, or kitchen and counted by a retail member, it is then the manager's responsibility to verify counts and pricing in POS software before new product is made available for sale.
- Inventory Control
 - Participate in and help with coordination of regular inventory checks.

- Maintain knowledge of current for sale inventory and available back stock for when existing inventory is sold out.
- Be aware of changes in batches being sold so digital and online menus can be updated appropriately.
- Keep inventory in vault organized and accurately labeled.
- Accurately document any damaged products in the Destruction/Return Log Book.
- Maintain weekly inventory count of all paper goods including:
 - Paper bags
 - Exit bags
 - Patient labels
 - Register receipt paper
 - Debit machine receipt paper
 - Educational materials
- Complete non-medicated accessory product inventories when requested by the Retail Director.

Customer / Patient Issues

- Approve all customer returns.
 - Any exchanges of product or credits given to customers must be approved by a manager, or shift leader when manager is not on duty. The sales associates themselves will not have the ability to discount sales tickets.
 - Accurately document returns in Destruction/Return Log Book and destroy products accordingly.
- Handle customer complaints and problems in a professional and appropriate manner.
 - When necessary, seek assistance from Retail Director.

Cash / Debit Handling

- Complete all cash drawer reconciliations.
 - Pull trays when they have reached the designated cash limit.
 - Count down cash drawer to \$200 and make accurate bank deposit.
 - Investigate and reconcile any discrepancies with cash and debit transactions.
 - Document deposits accurately in Excel spreadsheet.
- Keep appropriate amount of change in each cash register (1's, 5's and 10's).
- Batch out debit card machines each night at closing.

Menus

- Make sure online menu is up to date and all product information is accurate throughout shift. I recommend checking at the start of each shift and sometime towards the end of each shift, and as needed mid-shift as products are being added and removed.

- Keep digital menu boards up to date (with assistance from Retail Director and marketing manager).
- Inform staff appropriately about menu changes.
- Update flower displays as new batches are sold out or added to menu.
 - Accurately document products that are used as displays and adjust inventory accordingly in computer tracking system.

Job Title: Director

Department: Retail

Director Job Duties:

- Hiring and training of new retail staff (with assistance from Retail Manager)
 - Adjust to the training needs of individual employees
 - Assess employees abilities throughout training and effectively correct errors
 - Pay extra attention to staff during first 90 days of employment and attempt to correct any mistakes during this time period.
- Leadership
 - Delegate tasks to staff members appropriately and effectively.
 - Take into consideration each staff members' strengths and weaknesses and delegate tasks according to abilities.
 - Continue training and developing staff members throughout employment.
 - Maintain working relationships with all staff members to be able to effectively lead and manage.
 - Set a good example by working hard and leading with integrity, honesty, sincerity and fairness while upholding all of In Good Health's policies and procedures.
- Complete employee reviews
 - In accordance with IGH Employee Handbook.
 - 90 day and yearly reviews are to be completed.
 - Must be able to effectively assess employee performance, present reviews to employees in constructive manner, and set appropriate goals.
 - Maintain record of all employee reviews.
 - Follow up with staff after completion of reviews to assure errors are being corrected and forward progress is always being made.
- Manage personnel matters
 - Seek assistance from HR Department when necessary
 - Exhibit patience and exceptional listening skills when handling employee matters.
 - Maintain fairness and do not make rash decisions based on emotional responses to situations.
 - Be available to assist staff and troubleshoot issues during all operating hours.

Scheduling Responsibilities

- Train and assist Manager with scheduling of all retail staff.

- Maintain knowledge of all staffs hours (part time employees vs. full time employees) and regularly assigned shifts.
- Assure that appropriate amount of staff is scheduled during all hours and assure that there is an Assistant Manager on duty at all times.
- Track employee time off including vacation days, sick days, personal days, and tardiness.
- Update Retail Assistant Manager with any changes in hours or adjusted hours for holidays.
- Assure that all staff are appropriately informed of scheduled hours.

Inventory Responsibilities

- Maintain Inventory Control procedures for all Medical Inventory in the vault in accordance with rules and regulations put forth by the Cannabis Control Commission.
- Responsible for training staff on Inventory Control procedures.
- Perform weekly inventory counts and reconcile when necessary in POS software.
- Maintain records of weekly inventory reconciliations for 2 years.
- Maintain knowledge of current for sale inventory and available back stock for when existing inventory is sold out.
- Be aware of changes in batches being sold so digital and online menus can be updated appropriately.
- Keep inventory in vault organized and accurately labeled.
- Train staff on how to accurately document any damaged products in the Destruction/Return Log Book.
- Maintain inventory count of all non-medicated accessory items and paper goods including paper bags, exit bags, patient labels, register receipt paper, debit machine receipt paper, educational materials.
- Track expiration dates of products and be sure to pull products off of the sales floor if they have reached their expiration date.
- Run regular inventory reports and provide information to the back of the house so they may produce and package products in an effective and timely manner.
- Maintain inventory in the store front by coordinating with Kitchen, Lab and Packaging staff.
- Provide feedback to the production team so products with little traction are not continuing to be produced.

Customer and Patient Responsibilities

- Train all staff on In Good Health's return policy.
- Maintain documentation of returns in a log book and destroy products in accordance with regulations put forth by the Cannabis Control Commission.
- Handle customer complaints and problems in a professional and appropriate manner.

- Assure that all staff are treating patients with respect and providing outstanding and professional customer service at all times.
- Exhibit patience and exceptional listening skills.
- Assure that all staff has the education and tools that they need to effectively assist patients and assure that cannabis products are being used in a safe and effective manner, to the extent at which this can be controlled.

Cash and Debit Handling Responsibilities

- Train Managers on cash drawer reconciliation procedures.
- Assure that all Retail staff is trained on In Good Health's cash handling policies and procedures.
- Investigate and reconcile any discrepancies with cash and debit transactions.
- Maintain appropriate amount of change in house for cash register (1's, 5's and 10's).

Product and Menu Responsibilities

- Make sure online menu is up to date and all product information is accurate.
- Train Managers on updating website menu and digital menus in store front.
- Keep digital menu boards up to date, including product descriptions and pricing.
- Inform staff appropriately about new products and changes to the menu.
- Provide all product information to sales staff so they may appropriately inform and educate patients.
- Maintain photography of all products on the website in coordination with Marketing Manager.
- Maintain product menus on Leafly, Weedmaps, and any other websites that our menu may be featured on.

In-Store Deals and Marketing Responsibilities

- Create sales and marketing campaigns in coordination with Marketing Manager.
- Once deals have been created, assure that POS software is set up to apply deals correctly.
- Train staff on all deals, discounts, and marketing campaigns and answer any questions that may arise throughout execution of deals, including delivery staff.
- Assure that all sales, discount and marketing campaigns are executed effectively.

Retail Store Front Responsibilities

- Maintain display cases with all non-medicated display pieces (except for flower).
- Keep retail space clean at all times and create a regular cleaning schedule for the retail staff including but not limited to sweeping and mopping of floors, cleaning of counter tops and display cases, and emptying of trash barrels.

- Keep retail area free of all clutter and anything that could be harmful to patients or staff.
- Assure all digital menu boards are working properly.
- Keep signage up to date with current products, deals and pricing.

Point of Sale Responsibilities

- Maintain extensive knowledge of current point of sale software and how to operate.
- Be able to troubleshoot problems and contact POS software support as soon as issues arise that cannot be solved in house.
- Assure that all products are ringing up correctly, including product name, pricing, and weight.
- Maintain understanding of reporting in POS software in order to track sales, expiration dates, inventory, patient information and any other information that may be needed to help the company run most effectively.

Job Title: Security Officer

Department: Security

General Description:

Maintains safe and secure environment for customers and employees by patrolling and monitoring premises and personnel of In Good Health Properties.

Security Officer Job Duties:

- Verify authenticate Identification of all visitors, patients and customer that enter In Good Health Properties
- Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry in In Good Health Properties
- Obtains help by sounding alarms.
- Adhere to all of In Good Health operating standards
- Prevents losses and damage by reporting irregularities; informing violators of policy and procedures
- Controls traffic by directing drivers.
- Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures.
- Maintains environment by monitoring and setting building and equipment controls.
- Maintains organization's stability and reputation by complying with legal requirements.
- Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques.
- Contributes to team effort by accomplishing related results as needed.

Job Title: Security Officer

Department: Security

General Description:

- Security operations managers develop and implement security policies and procedures necessary for protecting In Good Health properties.

Security Director Job Duties:

- Recruit, orient, and train security personnel on appropriate security rules and procedures
- Responsible to comply with local, state and federal regulations set by (CCC) Cannabis Control Commission.
- Develop and enforce security protocols, policies, and procedures necessary for safeguarding lives and property
- Prepare and control the budget for security operations to ensure delivery of high quality security services
- Oversee the coordination of staff during an emergency situation
- Assign guard duties to security personnel to ensure effective distribution of workload
- Keep track of incidents in order to evaluate them and recommend a course of action
- Oversee the installation of safety alarms within and around building premises
- Schedule shift patrol to ensure a building/property is guarded at all times
- Implement safety and health policies and procedures to protect employees against workplace hazard
- Develop and manage the processes for securing classified and sensitive information
- Set up key controls on company equipment and facility to limit access to restricted property
- Order the supply of security tools and equipment required in carrying out security operations
- Prepare and present reports of incidents and ways to limit reoccurrence
- Liaise with public law enforcement agencies and fire department
- Oversee the planning and coordination of security operations during high-risk events.

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: RECORD RETENTION

POLICY

In Good Health, Inc. (“IGH”) retains business and clinical records for a period of time no less than required by law and in accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9). Such records include but are not limited to written operating procedures and inventory and seed-to-sale tracking, personnel, general business and financial, sales and dispensing, and waste disposal records. The IGH Executive Management team is responsible for the proper retention, storage and disposal of records that IGH generates, maintains and/or receives in the course of doing business.

PROCEDURE

1. IGH protects the security, privacy and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes Registered Qualifying Patient, Personal Caregiver, and employee records containing such information.
2. All records subject to confidentiality restrictions are stored securely, whether electronically or in hard copy.
3. IGH conducts an annual review of the records it maintains to determine whether they have reached their disposal date.
4. All records that may substantially affect the rights and obligations of IGH are retained for a period of time and in a manner that will allow for the availability of those records when needed.
5. IGH records shall be made available for inspection by the Cannabis Control Commission (“the Commission”) upon request in accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9).
6. IGH shall maintain all records that are required by any section of 935 CMR 500.000 and 935 CMR 501.000 in accordance with generally accepted accounting principles, in addition to the specific records described in the Record Retention Schedule attached hereto as Appendix A. See also 935 CMR 500.105(9)(a)-(f) and 935 CMR 501.105(9)(a)-(f). The Record Retention Schedule also sets forth required retention periods for specific types of records and is used to determine the appropriate retention period for certain IGH records.
7. Following any closure of IGH, all records will be securely maintained for at least two (2) years at the expense of IGH and in a form and location acceptable to the Commission in accordance with 935 CMR 500.105(9)(g) and 935 CMR 501.105(9)(g).

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date

APPENDIX A

RECORD RETENTION SCHEDULE

General Records

Record Type	IGH Retention Period
Operating procedures	Indefinitely
Inventory records	Indefinitely
Seed-to-sale tracking records for marijuana and marijuana products	Indefinitely
Video recordings from IGH security system	90 calendar days, unless IGH is aware of a pending criminal, civil or administrative investigation, or legal proceeding for which the recording may contain relevant information
Incident reports submitted to the Commission and local law enforcement	Indefinitely
Waste disposal records	3 years
Shipping manifests and transportation logs	1 year
Marijuana and marijuana product testing results	1 year
Records pertaining to Registered Qualifying Patients and Personal Caregivers	Indefinitely

Business Records

Record Type	IGH Retention Period
Assets and liabilities	10 years
Monetary transactions	10 years
Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers	10 years
Sales records indicating the quantity of marijuana dispensed, its form, cost, and, if applicable, the Registered Qualifying Patient or Personal Caregiver name	10 years
Salary and wages paid to each employee, stipend paid to each board member, and any stipend, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with IGH, including individuals or entities with direct or indirect control over the IGH corporation, if any	10 years

Personnel Records

Record Type	IGH Retention Period
Job descriptions for all employees and volunteers	Indefinitely

Organizational charts consistent with job descriptions	Indefinitely
Staffing plan(s) demonstrating accessible business hours and safe cultivation conditions	Indefinitely
Personnel policies and procedures	Indefinitely
Background check reports obtained in accordance with M.G.L. c. 6, § 172, 935 CMR 500.030, 935 CMR 501.030, and 803 CMR 2.00	Duration of employment plus 6 years
Individual personnel file for each Dispensary Agent, including: <ul style="list-style-type: none"> 1) All materials submitted to the Commission pursuant to 935 CMR 500.030 and 935 CMR 501.030; 2) Documentation of verification of references; 3) Job description or employee contract that includes duties, authority, responsibilities, qualifications, and supervision; 4) Documentation of required employee trainings; 5) A copy of the application IGH submitted to the Commission on behalf of any prospective MTC agent; 6) Periodic performance evaluations; 7) Notice of completed Responsible Vendor Training Program and in-house training required by the Commission; and 8) Disciplinary actions taken. 	Duration of employment plus 6 years

IN GOOD HEALTH, INC.
COLOCATED MARIJUANA OPERATION [SANDWICH]
POLICY: SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

POLICY

In Good Health, Inc. (“IGH”) operates a colocated medical- and adult-use cultivation, product manufacturing, and retail operation at its facility in Sandwich, MA and ensures the physical separation of medical- and adult-use operations as required by 935 CMR 500.140(14) and 935 CMR 501.140(12).

PROCEDURE

1. IGH dispensing areas for medical- and adult-use marijuana will be physically separated by a semi-permanent barrier and accessible through separate corridors following initial check-in with security staff to confirm valid proof of identification. IGH shall exercise its best effort to prioritize Registered Qualifying Patient and Personal Caregiver identification and entry.
2. Medical-use Registered Qualifying Patients and Personal Caregivers with a Commission-issued registration card will be permitted to access any dispensing line and will not be limited to the medical-use program dispensing line.
3. IGH will also maintain its expressly labeled, enclosed consultation area away from the dispensing/sales area, in an easily accessible location, to allow IGH Agents and Registered Qualifying Patients to speak privately and confidentially.
4. Using its inventory software tracking and point of sales systems, Metrc and LeafLogix, IGH will record each dispensing/sales transaction and the separation of the adult-use and medical marijuana inventory at the point of sale. Applicable excise, sales, and local taxes will be applied at the point of sale to all adult-use dispensing transactions and non-marijuana purchases.
5. All marijuana and marijuana products sold will be labeled and packaged according to the respective requirements of the medical- and adult-use program regulations.
6. IGH will maintain and provide biannual basis accurate sales data collected during the six months for the purpose of ensuring an adequate supply of marijuana pursuant to 935 CMR 500.140(10).
7. IGH will maintain a quantity and variety of marijuana for patients that meets the demand indicated by an analysis of sales data collected during the preceding six months in accordance with 935 CMR 500.140(6).
8. Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six

(6) months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the retailer as closely as possible pursuant to 935 CMR 502.140.

9. Quarterly, IGH will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana for Registered Qualifying Patients. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, IGH will submit a report to the Commission pursuant to 935 CMR 502.140.
10. IGH will perform audits of patient supply available at the Sandwich facility on a weekly basis and retain those records for a period of six (6) months pursuant to 935 CMR 502.140.
11. IGH may transfer marijuana products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety pursuant to 935 CMR 502.140.

In compliance with 935 CMR 500.105(1) and 935 CMR 501.105(1), this operating procedure is a part of the single set of written operating procedures applicable to IGH's colocated marijuana operation and complies with both medical-use and adult-use requirements.

APPROVED BY:

[Insert Name]

Date