

**LIST OF AUTHORIZED SIGNATORIES
(EXHIBIT B)**

27

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

	Name	Role within the Corporation
1	David B. Noble	Board of Director and President/Chief Executive Officer
2	Andrea L. Noble	Board of Director, Board Clerk and Director of Patient Services and Training
3		
4		
5		

27

APPLICATION RESPONSE FORM COVER PAGE
Make this the first page of your response

Corporation

The applicant corporation's legal name, trade name, and any other name under which the bidding entity does business (if any): [In Good Health, Inc.]

Website URL (if applicable): []

Address:

[One Huntington Avenue]

[#604]

City: [Boston] State: [MA] Zip: [02116]

CEO (Chief Executive Officer)/Executive Director (ED)

First Name: [David] Last Name: [Noble]

FEIN: [462680110]

Contact Person

First Name: [David] Last Name: [Noble]

Title: [President and CEO]

Telephone: (617) 869-1855 FAX: () - E-Mail: [dbn1977@gmail.com]

Contact Person Address (if different):

[]

[]

City: [] State: [] Zip: []

Authorized Signature

This application must be signed by an authorized signatory of the non-profit corporation who is listed on the corporation's list of authorized signatories (complete and attach exhibit B). The original application must have an original or "wet" signature in blue ink.

Background Check Authorization

The Department will conduct a background check on:

1. Each member of the applicant's **Executive Management Team** (those persons listed in exhibit 2.1);
2. Each member of the **Board of Directors** (those persons listed in exhibit 1.4);

Background Check Authorization

The Department will conduct a background check on each member of the **Executive Management Team** (as defined in the definitions section of the Application Response Form) and each member of the **Board of Directors** (as defined in the definitions section of the Application Response Form). Each required individual must complete and sign the attached authorization forms (exhibits A1-A4), with a wet signature in blue ink.

Submit all original signed authorizations (no copies) and list of authorizations (exhibit A5) in one sealed envelope marked "authorization forms" and include it with the original application.

Application Fee

Enclose a bank/cashier's check or money order made payable to the Commonwealth of Massachusetts in the amount of \$30,000. Personal checks will not be accepted. Failure to include a bank/cashier's check or money order will result in disqualification of the application.

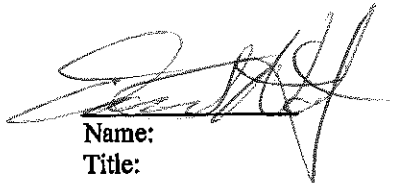
\$30,000 bank/cashier's check attached.

A selection committee established by the Department shall evaluate and score applications for the purpose of granting registrations. Decisions will be based on the thoroughness and quality of the applicants' responses to the required criteria, and the applicants' ability to meet the overall health needs of registered qualifying patients and the safety of the public.

Required Signatures

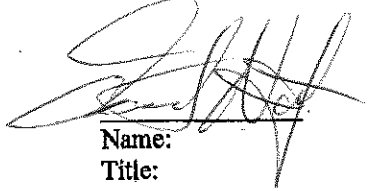
Failure to provide original "wet" signatures in blue ink will result in disqualification of the application.

Signed under the pains and penalties of perjury, the authorized signatory (as designated in exhibit B) agrees that all information included in this application is complete and accurate. The hard original application must have an original wet signature in blue ink.


Name:
Title:

11/12/13
Date

I hereby attest that if the corporation is approved for a provisional RMD certificate of registration, the corporation is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, within two weeks of being notified that the RMD has been selected for a provisional registration. The hard original application must have an original wet signature in blue ink.


Name:
Title:

11/12/13
Date

APPLICANT RESPONSE FORM

Enter your response in the gray shaded areas using Microsoft Word.

A note about the text boxes: Type or paste text into the gray areas. Text input is limited to a maximum number of characters. MS Word will not allow more than this limit. Spaces, commas, line breaks, etc. are counted as characters. The spell-check feature does not work in a text box.

Example: text input limit 625 characters, 100 words, 1 paragraph
 limit 1,250 characters, approximately 200 words, 2 paragraphs
 limit 2,500 characters, approximately 400 words, 4 paragraphs
 limit 6,000 characters, approximately 1,000 words, one page

Enter text here: example text limit 1,250 characters

If a question includes a text box, a narrative response in the text box is required.

When a question indicates that an exhibit must be included, the response must be included as an attachment, as instructed. The provided exhibit forms are not optional and must not be left blank.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000.

Definitions

EXECUTIVE MANAGEMENT TEAM means the individuals who are responsible for the day-to-day operations of the RMD, including the chief executive officer (CEO) or executive director (ED), chief operations officer (COO) or director of operations, chief financial officer (CFO) or director of finance, director of human resources, chief medical officer and any other individuals involved in the oversight and business management of the RMD operations.

BOARD OF DIRECTORS means the directors of a corporation, including persons and officers having the powers of directors, with fiduciary responsibility for the RMD.

BOARD OFFICERS means the board president/chair, vice president/vice chair, treasurer, and clerk/secretary.

MEMBER means an individual having membership rights, whether or not designated as a member, in a corporation in accordance with the provisions of its articles of organization or bylaws.

Questions

1. Applicant's Corporate Background

1.1 Provide the legal name of the applicant's non-profit corporation/organization and date of incorporation.

[The legal name of the applicant is In Good Health, Inc. This non-profit organization was incorporated on May 2, 2013.]

1.2 Describe the organization's mission and vision.

[In order to assist medically complex individuals with obtaining a better quality of life, In Good Health, Inc.'s (IGH's) mission is to provide patients with safe, high quality medical cannabis in a confidential,

compassionate, and professional manner. The organization’s Directors, Executive Management Team and assembled team of professionals (in the fields pharmacology/toxicology, hospital and nursing home administration, and nursing) collectively have over one hundred years of experience delivering unparalleled care to chronically ill patients in Massachusetts. This experience makes the IGH staff uniquely qualified to operate a registered marijuana dispensary (RMD) in Massachusetts. IGH will be an integral part of the community, providing qualified patients with safe access to top quality products, as well as extensive educational materials and patient care programs. IGH’s vision is to develop and maintain a sustanstainable RMD that operates in a strict regulatory environment, and places patients first. The Executive Management Team’s passionate dedication to ensuring patient needs are met will drive staff to offer the best products, services, and resources available.]

1.3 Provide an organizational chart that clearly demonstrates the roles, responsibilities, and relationships of individuals within the organization. Clearly identify the **Executive Management Team** and any management consultants or contractors for the provision of services, and include title, name (if known at the time of submission), and function for each position.

Organizational chart attached as exhibit 1.3

1.4 Provide the name and contact information of each individual on the applicant’s **Board of Directors**.

List of Board of Directors attached as exhibit 1.4

1.5 Provide the names and contact information for each **Member** having membership rights in the applicant corporation. In the event a **Member** of the corporation is an organization, provide the names and contact information of the CEO/ED and Board Officers of that entity. If there are no **Members** of the non-profit corporation, indicate N/A on the exhibit.

List of members of the applicant corporation attached as exhibit 1.5

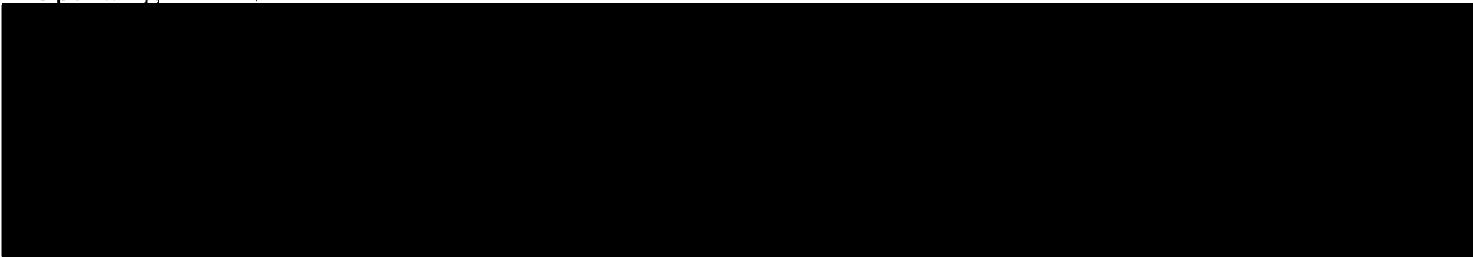
1.6 Attach the corporation’s bylaws.

Bylaws attached as exhibit 1.6

1.7 Attach any amendments to the corporation’s articles of organization made since August 22, 2013, and explain in the text box the reason(s) for the amendments. If the articles have not been amended, indicate N/A in the text box and on the exhibit.

[Although not an amendment to the articles of organization, there has been a change to In Good Health, Inc. (IGH) corporate filings. On October 24, 2013, IGH made a Change of Officers and Directors filing with the Secretary of State to reflect Douglas Noble, Esq.’s resignation as President and Director of the organization. At this time, David B. Noble was named as the President of In Good Health, Inc., and he along with Andrea L. Noble continue to serve as the organization’s Directors.

Additionally, Attorney Noble resigned from his position as Chief Executive Officer of the entity. David Noble was appointed as his successor and Barry Kirshner was named the Chief Financial Officer and Chief Operating Officer.



Attorney Noble will continue to assist the organization through the development process and act in a strategic and advisory role, focusing on the compliance issues pertaining to the statutory and regulatory requirements of operating a RMD. This position builds upon Attorney Noble's thirty years of experience as a developer and operator of elder care provider networks.]

Amended articles of organization attached as exhibit 1.7

1.8 Provide a list of the names and addresses of any parent corporation, any partially or wholly owned subsidiaries, and any other organizations related to the applicant non-profit corporation, and explain the nature of each relationship.

List of parent corporation, partially or wholly owned subsidiaries, or related organizations attached as exhibit 1.8 (if not applicable indicate N/A on the exhibit)

1.9 Provide three professional references from among those entities with which the applicant's CEO/ED has had business or employment experience within the last three years. DPH may contact these references and any other individual or organization, whether or not identified by the applicant.

List of references attached as exhibit 1.9

2. Applicant's Evidence of Business Management Experience

2.1 Provide a list of the applicant's **Executive Management Team** (as defined above) including each person's name, business address, email, and role within the organization.

List of Executive Management Team attached as exhibit 2.1

2.2 Describe the **Executive Management Team's** experience with running a non-profit organization or other business, including the type of business and its performance. Please indicate how this experience will ensure the success of the proposed registered marijuana dispensary. Attach each Executive Team Member's current résumé.

[The In Good Health, Inc. (IGH) Executive Management Team possesses the necessary leadership skills to ensure success of the proposed RMD. Both members of the team have worked in various business settings and have led successful initiatives for current and former employers. Below are detailed job summaries for each individual.

David B. Noble – President & Chief Executive Officer

David B. Noble is the President and Chief Executive Officer of IGH. He has a long history of providing leadership within the non-profit setting. Since 2006, Mr. Noble has served on the Board of Directors for the Educe Foundation, a Massachusetts 501(c)(3) non-profit corporation, which provides financial assistance to deserving high school students so they may attend college. In his capacity as a Director, Mr. Noble works with other Board members to select qualified candidates for scholarships. Additionally, he is involved in the overall operation of the organization, including ensuring compliance with the corporation's fiduciary responsibilities and regulatory matters, managing the Foundation finances, and carrying out the organization's mission. The skills acquired during Mr. Noble's time with the Foundation will afford him the ability to appropriately manage the non-profit business aspects of the RMD.

Mr. Noble also has a robust background operating healthcare organizations. For seven years, he served as the nursing home administrator for a 164 bed nursing home, where he supervised more than 250 employees. In this role, Mr. Noble was responsible for planning and directing the operations of the organization; providing quality patient care services; supervising employees including the implementation of appropriate staffing plans and training programs; working with public and private payors, such as insurance companies, Medicare and Medicaid; working with families to implement care plans; administering budgets based on specified rates; and preparing official reports for federal and state agencies. The skills Mr. Noble gained from this position will translate to the RMD setting, as Mr. Noble will directly oversee all aspects of the organization, including design, development, staffing, dispensary operations, cultivation, security, financial, and compliance/regulatory matters. All employees and consultants of IGH will answer directly to Mr. Noble.

Barry Kirshner – Chief Financial Officer and Chief Operating Officer

Barry Kirshner will serve as the Chief Financial Officer and Chief Operating Officer for IGH. Mr. Kirshner is a licensed certified public accountant (CPA) in the Commonwealth of Massachusetts, with more than thirty-five years of experience in public and private accounting.

Mr. Kirshner will be responsible for setting up all accounting systems, financial reporting, and filing appropriate tax reports for IGH and the RMD. He will establish systems for reporting inventory, controls, cash flows, profit and loss statements, balance sheets and, in conjunction with IGH's outside accounting firm, Kennedy, Hentoff and Patterson, he will prepare tax returns.

For many years Mr. Kirshner has been associated with a number of non-profit organizations. He is a Founding Member of the U.S. Holocaust Museum in Washington, D.C., served on the Board of Directors of the Boston Chapter of Weizmann Institute of Science, and served on the Board of Directors of Temple Israel Brotherhood in Sharon, MA. In these capacities, Mr. Kirshner gained a working knowledge of the governance, regulatory, financial, and tax requirements of non-profit organizations. He brings this knowledge and experience to IGH and will utilize it to ensure the success of the IGH dispensary.

In addition, the RMD will benefit from Mr. Kirshner's long history of successful business management. For over twenty years, he served as the CEO of the Xcel Plastics Corporation. In this role, Mr. Kirshner managed all aspects of a failing plastics start-up manufacturing company and during his tenure the company grew to revenues over \$8M, 100 employees, and a 100,000 square foot facility. While at the plastics company, Mr. Kirshner also was responsible for developing and implementing a cost system for all products, devising budgets, establishing manufacturing controls, negotiating prices and creating staff policies and procedures. Prior to joining Xcel, Mr. Kirshner served as the Chief Financial Officer and Senior Vice President of Finance for Barrow Industries, where he managed the finances of a \$40M fabric company. His professional background will translate well into the RMD setting, as Mr. Kirshner will bring his experience to successfully implement appropriate cost systems and inventory controls, and provide for overall staff management.]

Current résumé of each Executive Management Team member attached as exhibit 2.2--clearly labeled on each page with the individual's name and title within the applicant's organization

2.3 Describe the **Executive Management Team's** experience, by team member, with providing health care services or services providing marijuana for medical use.

[The In Good Health, Inc. (IGH) Executive Management Team has a robust healthcare background. The experience of each member is outlined below.

David B. Noble – President & Chief Executive Officer

David B. Noble will serve as the President and Chief Executive Officer of IGH. Mr. Noble has thirteen years of experience in healthcare as a nursing home administrator and in the field of specialty medical equipment. In his current role, Mr. Noble serves as a Key Account Manager for Invacare Outcome Management's Northeast Division. Over the last 30+ years, Invacare has led the way in groundbreaking

innovations that fundamentally changed the industry, such as the split-spring bed and the microprocessor-controlled power chair. In his capacity as a Key Account Manager, Mr. Noble is responsible for identifying long-term care providers and hospice agencies as potential customers. His responsibilities include meeting with providers, and evaluating and negotiating terms and contracts with facilities for equipment. From this experience, Mr. Noble understands the evolving nature of healthcare and the need to provide high quality services.

Mr. Noble's specific healthcare experience, including his previous role as a nursing home administrator, will be invaluable to the IGH RMD, particularly his prior patient care experience, overseeing medication related issues and working with controlled substances, including Schedule II drugs. This experience provides Mr. Noble with the insight needed to operate the RMD so that patients receive the services and products they need, to educate the community as a whole on the RMD's work and to implement appropriate diversion prevention systems. Additionally, Mr. Noble's previous experience in healthcare provides him with a thorough understanding of operating a business in accordance with strict regulatory standards and complying with DPH regulations, making him a qualified candidate to operate an RMD.

Mr. Noble is experienced in working with patients and evaluating appropriate and effective care plans. Many of the patients he cared for in the nursing home setting suffered from cancer, arthritis, multiple sclerosis, Parkinson's Disease, HIV/AIDS, severe and chronic pain, nausea, and eating disorders. The IGH RMD will be working with this same population, ensuring the provision of compassionate and quality services, which are imperative both for the health of the patients and the success of the business. Having worked with this patient population, Mr. Noble understands their complex needs and the necessity of developing a comprehensive approach for providing services. He also understands the need for the implementation holistic care plans that take into account treatment of the entire individual, as well as providing care to those experiencing personal and financial hardship that would preclude them from obtaining marijuana for medical use. From this experience, he is able to work with patients, family/caregivers, and healthcare providers to ensure appropriate quality care plans are developed and executed.

Mr. Noble also has an extensive background working with medications and controlled substances. As a nursing home administrator, he was responsible for ordering, receiving, storing and dispensing medications including controlled substances. He is familiar with physician orders, ensuring medication safety, disposal of medications, diversion prevention procedures, and all policies, procedures, and protocols related to medication management. Mr. Noble is thoroughly familiar with HIPAA regulations relating to the privacy of patient information, as well as software programs for inventory and storage of medications.

To implement and operate the RMD, Mr. Noble assembled a knowledgeable and experienced team of experts and professionals to assist the RMD with the creation, management and execution of all programs, policies and procedures. Barry Kirsher, CPA, MST is the CFO/COO of IGH with more than 35 years experience as a CPA and owning/managing various businesses. Jonathan Napoli will be the RMD's Director of Cultivation and MIP Processing and has 20 plus years of experience in agriculture/horticulture, particularly with growing/processing marijuana. Dr. David Benjamin will serve as the Director of Continuing Education and Research, offering the RMD his 40 years of expertise as a professional in the field of pharmacology/toxicology. Douglas Noble, Esq. has more than 25 years of experience in the healthcare industry in regulatory affairs and compliance, and will serve as Director of Compliance and Regulatory Affairs. Rodereck Tayag, with 11 years with the TSA, and Paul Washek, serving 28 years as a police officer/detective with the City of Brockton will design the security systems and implement and train staff on policies and procedures for the RMD. Lisa Jacobs RN MS, with 25 years of experience in clinical services, will contribute her expertise to patient care services and policies. This team, along with a professional team of outside accountants, attorneys, and information technology specialists, will work to ensure the RMD's success and the satisfaction of its patients.]

2.4 Describe the **Executive Management Team's** experience, by each individual team member, with running a financially sound organization/business (including budget size) and indicate which member of the team will be responsible for the financial management and oversight of the organization.

[The Executive Management Team of In Good Health, Inc. (IGH), David Noble, President and Chief Executive Officer (CEO), and Barry Kirshner, CPA, MST, Chief Financial Officer and Chief Operating Officer (CFO/COO) have a combined total of fifty years of experience operating successful and profitable businesses. David Noble will be responsible for overseeing all aspects of the RMD, applying his knowledge and experience in the healthcare industry to focus on patient care, regulatory compliance, and providing financial management and appropriate staff oversight. Barry Kirshner is a licensed certified public accountant (CPA) with thirty-five years of experience in both public and private accounting, as well as operating successful manufacturing companies. Mr. Kirshner will be responsible for the financial management of the RMD.

Mr. Noble served as a nursing home administrator in Massachusetts for approximately seven years, running a 164 bed nursing home with 250 employees and \$10M in revenues. To ensure sound financial management of the nursing home, Mr. Noble implemented numerous systems and hired qualified staff to lead these efforts. In his capacity as a nursing home administrator, Mr. Noble created and managed annual budget processes, established private pay rates, oversaw Medicare and Medicaid reimbursements, and negotiated managed care contracts. As President/CEO of IGH, he will ensure that qualified professionals are utilized to assist in the financial management of the RMD. Mr. Noble also will be responsible for ultimate oversight of management, staff, RMD operation and compliance.

Mr. Kirshner has an extensive background in running financially sound organizations. Starting early in his career, Mr. Kirshner worked as a CPA with duties that include audit and tax preparation and compliance, assisting clients with the establishment of internal controls and budgets, supervising certified audits, preparing tax returns, and achieving profitability through increased revenues and cost controls. For twenty-five years, Mr. Kirshner worked in an executive capacity for two companies. His first experience was as a CFO/Senior Vice President of Finance for a \$40 million, multi-location national fabric distributor and converter headquartered in Massachusetts. Mr. Kirshner's duties included instituting and auditing written internal control systems to reduce theft and shrinkage, oversight of cash management, integration of acquisitions and expansions, devising cost procedures and efficiency reporting, and preparing and managing budgets. For twenty years, Mr. Kirshner served as the CEO of Xcel Plastics Corporation, where he led the company out of a troubled financial environment and grew revenues to over \$8M annually. Mr. Kirshner's duties included purchasing capital equipment, ensuring regulatory compliance, devising a cost system for all products, negotiating vendor contracts, supervising staff, and oversight of the accounts payable/receivable. As COO/CFO of IGH, Mr. Kirshner will implement appropriate cost systems and inventory controls and manage staff.

Under the leadership of both Mr. Noble and Mr. Kirshner, the IGH RMD will be financially sound and meet all regulatory and statutory requirements.]

2.5 Describe the **Executive Management Team's** experience, by team member, with managing financial corrective action measures that they had to undertake as the result of an operational review.

[The executive management team for In Good Health, Inc. (IGH), David Noble, President and CEO and Barry Kirshner, CPA, MST, CFO/COO both have extensive experience in managing corporate finances and implementing corrective action measures as appropriate.

Mr. Noble served as a nursing home administrator and in this capacity has experience developing and executing financial corrective action measures. While serving as an administrator, Mr. Noble was responsible for establishing an annual budget for the organization based upon assumptions for census and patient mix, projected reimbursement rates, capital expenditures, and operating expenses. Frequently, rates would be cut due to changes in regulations or third-party payer policies. With rate changes, Mr. Noble

needed to reevaluate and develop solutions for dealing with budget shortfalls. Additionally, managing an older building often resulted in the need to make unforeseen capital expenditures for roof repairs and/or replacing kitchen or HVAC equipment. Given this constantly changing environment, Mr. Noble regularly reevaluated the organization's business structure and implemented necessary budget and financial plan changes.

Managing financial corrective actions at a nursing home required Mr. Noble to identify the problem – whether it was an issue with revenues being too low or expenses being too high and take appropriate corrective measures to ensure sound financial operation of the facility. In the case of reduced revenues, Mr. Noble would perform the following corrective actions: 1) To improve census and patient mix, he would focus resources to concentrate on hospital discharges, often times sending marketing personnel to educate area hospitals on the home's services; 2) To increase reimbursement, Mr. Noble would work to negotiate better rates with insurance companies; 3) To reduce and avoid capital expenditures to replace broken equipment and the like, Mr. Noble implemented a comprehensive plant management and maintenance program to avoid major expenses; 4) To reduce operating expenses, which are comprised of mostly nursing expenses, he would focus on reducing or eliminating costly contract per diem contracts, which drove up nursing costs. For example, Mr. Noble implemented a training and education program whereby the nursing home contributed financially to an aide or LPN to obtain a higher degree (RN). This allowed the nursing home to retain staff and reduce contract labor, which greatly reduced the overall nursing costs. Collectively these measures were instituted as necessary to improve the company's financial condition.

Mr. Kirshner also has experience taking financial corrective action measures both as a CPA working on behalf of clients and as a CEO taking over a failing manufacturing company and making it profitable. In his capacity as a CPA, Mr. Kirshner was regularly contacted by clients to assist in implementing corrective action plans in their companies. Quite often the remedy for these issues was the implementation of new accounting and reporting systems, which frequently led to a turn around. Mr. Kirshner would create overall efficiencies by reducing excess staff, improving buying practices, and increasing productivity/sales.

Perhaps, the best example of Mr. Kirshner's experience with developing and implementing a financial corrective action plan is his acquisition and turn-around of a failing manufacturing company, making it profitable within two years. When Mr. Kirshner took over the company, he took the following corrective actions: 1) Reviewed all product costs/sales and eliminated those products that were not profitable; 2) Negotiated better pricing for raw materials, often buying from overseas, to reduce overall production costs; 3) Retooled the machinery to increase output without increasing overhead; 4) Established individual accountability and incentives for shift managers to increase output and quality; 5) Devised strict inventory control systems to assure production was within tolerable limits; 6) Reduced utility expenses by installing energy saving devices and equipment; 7) Restructured the accounts payable, accounts receivable, and entire accounting department – reducing staff by half; 8) Instituted budgets and streamlined business functions by outsourcing certain areas of manufacturing; 9) Negotiated new and more profitable contracts with vendors and customers; 10) Reduced overall staffing by \$500,000 per year without negative impact on business; 11) Implemented a new technology department and computer systems.

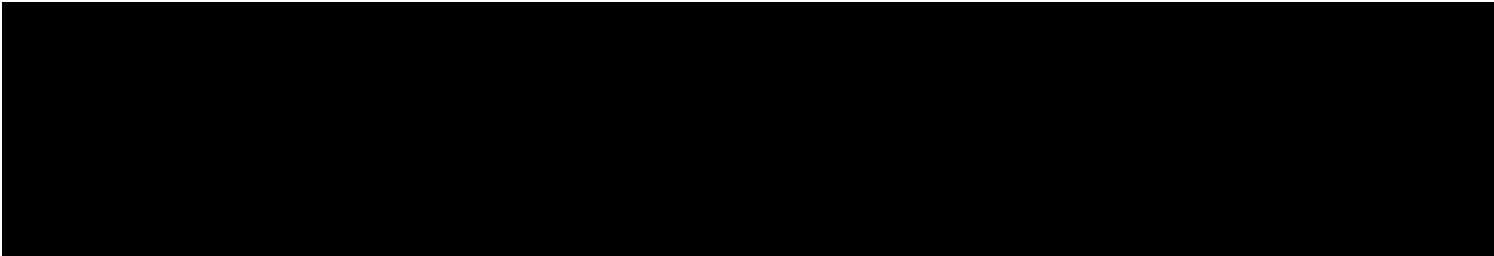
Through their professional experiences, the IGH Executive Management Team has the necessary knowledge to avoid the need to impose corrective actions by anticipating and preventing financial issues; however, if such measures are necessary, the Team is highly experienced in identifying areas for improvement and developing precise, targeted corrective measures.]

3. Applicant's Evidence of Suitability

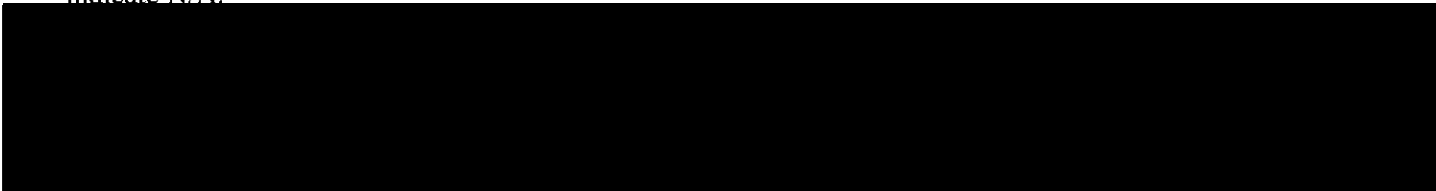
3.1 Indicate whether is/has been in compliance with all laws of the Commonwealth relating to taxes, child support, and workers' compensation with regard to any business in which the individual has been involved. In cases in which an Executive Management Team member is not in compliance with such a law, indicate which team member is non-compliant and describe the circumstances surrounding that situation. Indicate N/A for each individual with no history of non-compliance.



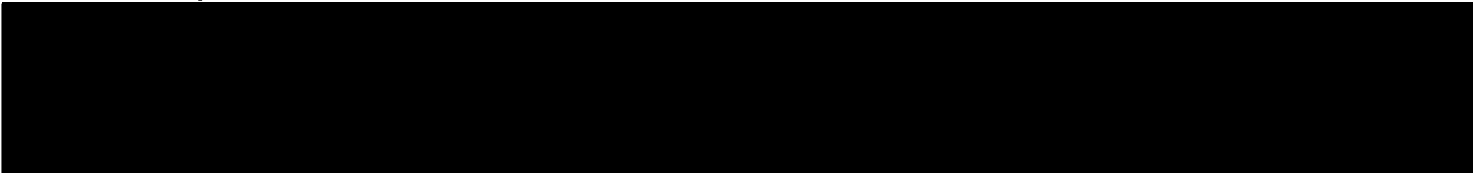
3.2 List and describe any criminal action under the laws of the Commonwealth, or another state, the United States, or a military, territorial, or Indian tribal authority, whether for a felony or misdemeanor, against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to action against any health care facility or facility for providing marijuana for medical purposes in which those individuals either owned shares of stock or served as executives, and which resulted in conviction, guilty plea, plea of nolo contendere, or admission of sufficient facts. If no history of such criminal action, indicate N/A.



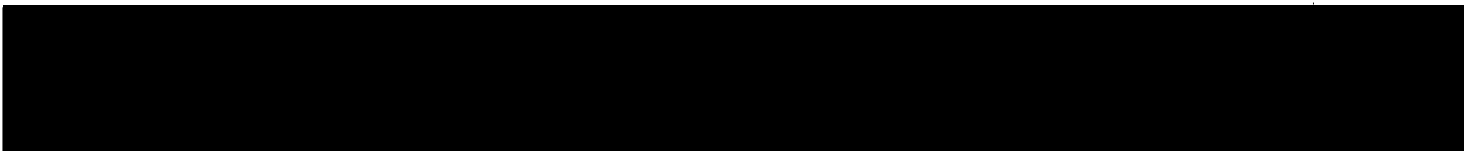
3.3 List and describe any civil or administrative action under the laws of the Commonwealth, another state, the United States, or a military, territorial, or Indian tribal authority against any member of the **Executive Management Team and Board of Directors, including Board Officers**, including but not limited to actions related to fraudulent billing practices and any attempt to obtain a registration, license, or approval to operate a business by fraud, misrepresentation, or submission of false information. If no history of such civil or administrative action, indicate N/A.



3.4 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, has been the subject of any past discipline, or a pending disciplinary action or unresolved complaint, by the Commonwealth, or a like action or complaint by another state, the United States, or a military, territorial, or Indian tribal authority, with regard to any professional license or registration.



3.5 Indicate and describe whether any member of the **Executive Management Team or Board of Directors, including Board Officers**, with respect to any business, has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If no such history, indicate N/A.



4. Applicant's Evidence of Financial Condition

4.1 Provide a one-page statement in the name of the applicant's non-profit corporation, or in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, from an insured financial institution documenting the available liquid cash balance in a single account (\$500,000 for the first application and \$400,000 for each subsequent application, if invited to submit more than one), dated no earlier than 14 days prior to the response deadline (November 7, 2013). If the Corporation has the required funds in an individual account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, said individual must provide a completed and signed a notarized Letter of Commitment (in exhibit 4.1).

Proof of liquid funds in an account in the name of the corporation or, if applicable, in an account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, plus the Letter of Commitment attached as exhibit 4.1

4.2 If applicable, provide the names and addresses of all persons or entities contributing 5% or more of the initial capital to operate the proposed RMD, by application, and specify the actual percentage contributed by each person or entity. Indicate whether the contribution is cash, in-kind, or land or building. When the contributor is an entity include the names and addresses of its CEO/ED and **Board Officers**.

List of persons/entities/creditors contributing more than 5% and what form that capital takes attached as exhibit 4.2

4.3 Provide a narrative summary of projected capital expenses to build out both the proposed dispensary and cultivation or processing facilities, and attach a copy of the proposed capital budget.

[In Good Health, Inc. (IGH) projects a total capital budget of \$361,100.00. The capital budget is comprised of three components: (1) planning and development costs of \$47,000, (2) facility build-out and renovation costs of \$229,100, and (3) equipment costs of \$85,000.

Planning and development costs comprise \$47,000 of the budget, of which architectural and engineering costs are estimated to be \$25,000. To complete construction on the facility, IGH retained the architectural firm of DiGiorgio Associates of Boston for design/final construction plans for all state plan review, local zoning/building permits and approvals, and construction; all environmental surveys are the responsibility of the Landlord; permits and fees (\$12,000) include costs of the building permits, DPH plan review, insurance and bonds for construction; security assessment (\$0) included in construction services; land/building costs (\$0). Since the property is leased, all costs are the responsibility of the owner/landlord; site clean-up and preparation (\$0), and legal expenses (\$10,000) for local counsel to assist in review of local ordinances and zoning laws.

Build-out and renovation costs are estimated to be \$229,100. IGH obtained a preliminary construction cost estimate, based upon schematic design drawings from Monitor Builders in Boston. Construction expenses include (\$45,000) for general conditions and fees to the contractor; painting and finishes (\$41,000), which includes acoustic and GWB ceilings, partitions, flooring, painting, and casework; security (\$3,100) for low voltage wiring; landscape work (\$0) is the responsibility of the Landlord; parking facility (\$5,000) includes minimal patching, line painting, handicap ramps, and a canopy over entrance; electrical costs (\$39,000) include power and lighting distribution, wiring, interior/exterior lighting, and mechanical doors; HVAC (\$62,000) includes installation of heating, air conditioning, de-humidification systems/duct work/vents, HEPA filters, carbon dioxide generator; doors and glass are (\$11,500) for interior doors, glazing, security hardware, and security windows; masonry (\$2,500) for relocating garage door; insulation (\$5,000) for acoustical and thermal moisture protection; fire protection (\$9,000) to relocate existing sprinkler heads; plumbing (\$6,000) for additional sinks and kitchen. All construction will be ADA compliant.

Equipment costs are estimated to be \$85,000 and include vehicles and transportation (\$0) as they will be leased; cultivation equipment (\$7,500) includes tables, pots, miscellaneous items; furniture and storage (\$6,500) including desks (7), chairs (18), tables (2), lobby, lockers, and cabinets; computer equipment (\$4,500); HVAC (\$23,000) for air handling unit; kitchen/food preparation equipment (\$9,000) for refrigerator, stove/oven, stainless steel tables, extractor, and misc. items; back-up generator (\$27,000); and security (\$7,500) for interior/exterior cameras.]

Capital expenses attached as exhibit 4.3

4.4 Provide a narrative summary of the proposed year-one RMD operating budget, including projected revenues by sales type, line item operating expenses, and budget assumptions, and include the budget as an attachment.

[In Good Health, Inc. (IGH) projects first year gross revenues of \$1,800,000 from the sale of marijuana and marijuana infused products (MIPs), less \$225,000 for free care and reduced pricing, as well as \$20,000 from the sale of vaporizers and other products, resulting in net revenues of \$1,595,000. Gross revenues are based upon the following assumptions: average of 500 patients purchasing two ounces of marijuana (or MIP equivalent) every two months, at an average cost of \$300 per ounce. IGH's projected first year operating budget includes payroll expenses are \$766,000; other expenses total \$502,000 and federal taxes total \$360,000, for a projected first year operating loss of \$33,000.

Payroll expenses include: Administrative staff (\$132,000), which includes CEO \$50,000, CFO \$50,000, administrative assistant \$32,000; Dispensary staff (\$335,000), which includes a Manager \$50,000, two experienced retail dispensary agents at \$45,000 per person, two general dispensary agents at \$32,500 per person, two delivery people at \$40,000 per person, and director of security at \$50,000; Cultivation staff (\$155,000), which includes a Master Grower \$75,000, budsman/trimmer \$35,000, and MIP preparer \$45,000. Payroll is increased by 23% for taxes, workers compensation and healthcare benefits (\$500/employee/month). Total Payroll: \$766,000.

Other expenses are comprised of: consultant/professional fees (\$79,000) for cultivation \$45,000, case management \$12,000, education/research \$12,000, legal \$4,000, and accounting \$6,000; equipment (\$4800) for leased delivery vehicle at \$400/month; supplies (\$24,000) for cultivation for soils, nutrients, etc. \$11,500, raw materials for MIPs \$5,000, and packaging (vials, containers, bags, etc.) \$7,500; office supplies (\$6,000); utilities (\$40,000) including electric \$20,000, gas \$14,000, water \$6,000; insurance (\$8,000) including property insurance \$2,500, liability insurance \$3,500, and auto insurance \$2,000; interest (\$75,000) based on \$500,000 at 15% interest only; depreciation/amortization (\$31,000) based on A/E 5 years, org 15 years, FFE 7 years, and leasehold improvements 15 years; leasehold (\$150,000) including rent \$128,000 and taxes \$22,000; bad debt (\$5,000) for credit card rejects; security (\$6,000) for security company monitoring at \$500/month; marketing/advertising (\$5,000) for informational materials and seminars; registration fee (\$50,000) paid to DPH; IT and software (\$12,000) for consultant at \$500/month and licensing fee to MJFreeway at \$500/month; delivery expenses (\$6,200) for gas at \$100/week and maintenance at \$1000/year. Total Other Expenses: \$502,000.

Federal taxes for medical marijuana treatment centers are governed by Section 280 of the Internal Revenue Code. There is a lot uncertainty as to how to apply the federal tax laws to an RMD. However, the IGH Executive Management Team, along with IGH's accountants, has developed a tax strategy. IGH will take a full deduction for all direct expenses (cultivating, payroll, supplies, etc.), and an allocation of overhead expenses (rent, utilities, insurance, etc.) at 75% (total square footage of a building 16,000/12,000 square feet used exclusively for cultivating). Resulting in a tax calculation of net revenue of \$1,595,000, less allowable deductions (\$536,177), equals taxable income of \$1,058,823, at a 34% tax rate, for a total of \$360,000 taxes due.

IGH's projected first year operating loss is \$33,000. However, IGH has initial capital of \$1,000,000 and a capital budget of \$361,100, which leaves the organization with excess capital of \$638,900 to fund operations and any operating losses.]

Year-one operating budget attached as exhibit 4.4

4.5 Provide a detailed summary of a three-year business plan for the proposed RMD, including strategic planning assumptions, utilization projections, growth projections, and projected revenue and expenses. Note that the complete business plan will be reviewed as a component of the provisional inspection process. Include projected revenue and expenses as an attachment.

[In Good Health, Inc.'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, growth, revenue and expenses.

The RMD will be located in the City of Brockton, which is the seventh largest city in Massachusetts with approximately 100,000 individuals. IGH's primary service area of eighteen cities and towns (including Brockton) has a population in excess of 400,000 people. IGH anticipates that the State will issue registration cards to 2% of the residents in Massachusetts, which equates to more than 8,000 qualified patients with registration cards in IGH's market. IGH conservatively projects 500 patients in year one, 750 patients in year two, and 1,000 patients in year three.

DPH permits physicians to write a certification for a patient of up to ten ounces of marijuana in a sixty day period, and exceed this amount in certain cases. IGH projects that on average, a patient will purchase two ounces in a sixty day period or twelve ounces per year. IGH anticipates selling 6,000 ounces (375 lbs) of marijuana in year one, 9,000 ounces (562 lbs) in year two, and 12,000 ounces (750 lbs) in year three. The cultivating capacity of IGH's 16,000 square foot space (which can be expanded by an additional 15,000 square feet if necessary) is 3,000lbs per year, which can serve 4,000 patients.

IGH projects first year gross revenues of \$1,820,000, expenses of \$1,627,993, and a net operating loss of \$32,993, an average of 500 patients, 3000 patient visits, and 14 full-time employees; second year gross revenues of \$2,830,000 (approximately a 50% increase), expenses of \$2,396,600, with excess revenues of \$95,900, an average of 750 patients, 4500 patient visits, and 20 full-time employees; and third year gross revenues of \$3,840,000 (a 33% increase), expenses of \$3,168,980, with excess revenues of \$221,020, an average of 1000 patients, 6000 patient visits, and 24 full-time employees.

Retail pricing for IGH's marijuana and MIPs will be \$250-\$350 per ounce with an average price of \$300 per ounce. Vaporizers and other products may be purchased for \$27-\$90. Sales to other RMDs will be at \$200 per ounce (\$3,200/lb) in bulk form and meet all statutory requirements outlined in 105 CMR 725.

The RMD's three year projected gross revenues from the retail sales of marijuana and MIPs are as follow: year one- \$1,800,000 (500 patients x \$3600 avg. annual purchase), less \$225,000 for free care free/reduced pricing, and \$20,000 from the sale of vaporizers, for total net revenues of \$1,595,000; year two- \$2,700,000 (750 patients x \$3600 avg. annual purchase), less \$337,500 for free care/reduced pricing, and \$30,000 from the sale of vaporizers and other products, and \$100,000 in sales to other RMD's, for total net revenues of \$2,492,500; year three - \$3,600,000 (1,000 patients x \$3600 avg. annual purchase), less \$450,000 for free care/reduced pricing, plus \$40,000 from the sale of vaporizers and other products, and \$200,000 in sales to other RMDs, for total net revenues of \$3,390,000.

IGH will have a staff of fourteen people in year one (three administrative staff, three cultivation staff, and eight dispensary staff), twenty employees in year two (three administrative staff, seven cultivation staff, and ten dispensary staff), and twenty-four employees in year three (three administrative staff, nine cultivation staff, and twelve dispensary staff). Administrative staff are comprised of the CEO, COO, and one administrative assistant. Cultivation staff is one master cultivator, one MIP processor, and staff of budsmen, trimmer, and assistants. Dispensary personnel include one general manager, head of security, security personnel, retail agents, delivery persons, and assistants.

Payroll in year one is \$766,000, year two is \$1,193,000, and in year three \$1,582,000. This payroll includes all payroll taxes, workers compensation, and a \$500 per month per employee healthcare benefit.

Payrolls increase each year as a result of growth (adding employees), and providing fair salary increases to IGH's existing employees.

Operating expenses for IGH are projected to be \$502,000 in year one, \$668,600 in year two, and \$828,200 in year three. IGH's team of contracted consultants and professional staff are extremely knowledgeable and experienced in healthcare, medical marijuana, business, and non-profit organizations. IGH's consultants are experts in the areas of pharmacology/toxicology, patient care, marijuana cultivation/processing MIPs, compliance and regulatory matters, and education and research. All of IGH's consultants have agreed to work at a less than market rate for their services while IGH ramps up to full operation. IGH's legal counsel, Donoghue, Barrett, and Singal, and accounting firm, Kennedy, Hentoff, and Patterson, are experienced in healthcare and non-profit organizations.

IGH will enter into a three year lease for its delivery vehicle. Vehicle maintenance is projected to be \$1,000 per year; and, gas is projected at \$100 per week for year one, \$150 per week for year two, and \$200 per week for year three. Cultivation, MIP and packaging supplies are projected to be \$24,000 for year one, \$36,000 for year two, and \$48,000 for year three. Office supplies are projected to be \$6,000 for year one, \$8,000 for year two, and \$10,000 for year three. Utility charges (electric, gas, and water) are projected to be \$40,000 for year one, \$50,000 for year two, and \$60,000 for year three. IGH obtained insurance quotes from a major carrier for property (\$2,500), liability (\$3,500), and auto (\$2,000). Interest expense is calculated at \$75,000 per year for the initial investment of \$500,000, at an interest rate of 15%, interest only payments for ten years. Depreciation and amortization are calculated in accordance with all federal and state guidelines and with generally accepted accounting principles.

IGH entered into a ten year lease for the RMD facility, the leasehold expenses for rent and taxes are defined in the attached lease (see Exhibit 5.2). IGH will accept major credit cards and is reserving \$5,000 for bad debt in year one, \$7,500 in year two, and \$10,000 in year three. IGH will have a contract with two [REDACTED] an experienced IT consultant (LexiTech Solutions) to oversee the integration of IGH's computer systems with the State system; and a licensing agreement with software company (MJFreeway) for inventory controls, financial reporting, security monitoring, and patient information. Expenses include the \$50,000 per year registration fee for the Department of Public Health.

Federal tax liabilities are projected at a rate of 34% and the tax for year one is based on taxable revenues of \$1,595,000, allowable deductions of \$536,000, for \$360,000 in taxes owed; year two based on taxable revenues of \$2,492,500, allowable deductions of \$920,000, for \$535,000 in taxes owed; and year three based on taxable revenues of \$3,390,000, allowable deductions of \$1,159,000, for \$758,000 in taxes owed.]

Three-year projections attached as exhibit 4.5

4.6 Provide a description of the proposed RMD's plan to obtain a liability insurance policy or otherwise meet the requirements of 105 CMR 725.105(Q).

[In Good Health, Inc. (IGH) contracted with Evanston Insurance Company via USI New England an insurance producer in Needham, MA to provide liability insurance that meets the requirements of 105 CMR 725.105(Q). Through this policy, IGH will maintain liability coverage for no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate, exceeding the \$2,000,000 requirement stipulated in the regulations annually. Additionally, this policy includes \$1,000,000 per occurrence and \$2,000,000 in the aggregate for product liability claims. The deductible for this policy is \$2,500 per occurrence, far below the \$5,000 threshold outlined in the regulations. Per 105 CMR 725.105(Q)(4), IGH asserts that it will comply with all necessary reporting requirements outlined by DPH.]

5. Location and Physical Structure

- 5.1 Provide the physical address of the proposed RMD dispensary site if a location has been secured. If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event the Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

[In Good Health, Inc. (IGH) will be physically located at 1200 West Chestnut Street, Brockton, MA 02301. IGH holds a lease for this property with an initial term of ten years, with two (2) five year options, commencing upon receipt of a RMD registration. The leased premises consist of 16,000 square feet with appropriate parking for patients/caregivers and staff. This space provides excellent access to patients, as the facility is close to public transportation, within minutes to major roads and highways, local hospitals, and the local federally qualified health center. A copy of the lease is attached for review.]

Evidence of interest attached as exhibit 5.1

- 5.2 Provide the physical address of the proposed RMD cultivation site if a location has been secured (the response must be the same as the location indicated in the response to 5.1 or 5.3). If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location (see examples of evidence in 5.1).

[In Good Health, Inc. (IGH) will locate its cultivation site at 1200 West Chestnut Street, Brockton, MA 02301. IGH holds a lease for this property with an initial term of ten years, with two (2) five year options, commencing upon receipt of a RMD registration. The leased premises consist of 16,000 square feet, of which approximately 12,000 square feet will be designated for cultivating the necessary product inventory to meet patient needs. The Executive Management team chose this location after a thorough review of a number of factors, including community need and availability of patient resources.]

Evidence of interest attached as exhibit 5.2

- 5.3 Provide the physical address of the proposed RMD processing site if a location has been secured (the response must be the same as the location indicated in the response to 5.1 or 5.2). If a location has not been secured, indicate N/A in the text box and exhibit. Attach supporting documents as evidence of interest in the property by location (see examples of evidence in 5.1).

[In Good Health, Inc. (IGH) will locate its processing site at 1200 West Chestnut Street, Brockton, MA 02301. IGH holds a lease for this property with an initial term of ten years, with two (2) five year options, commencing upon receipt of a RMD registration. The leased premises consist of 16,000 square feet, 750 of which will be used for processing the medical cannabis. This site was chosen based on its functionality.]

Evidence of interest attached as exhibit 5.3

- 5.4 Describe efforts to obtain assurances of support or non-opposition from the local municipality(ies) in which the applicant intends to locate a dispensary, cultivation site, and/or processing site and indicate whether the municipality expressed any opposition. If the sites are in different municipalities, provide information related to each community. If available, include a demonstration of support or non-opposition furnished by the local municipality, by attaching one or more of the following:

- A letter from the Chief Administrative Officer, as appropriate, for the desired municipality, indicating support or non-opposition;¹

¹ Chief Administrative Officer is the Mayor, Town Manager, Town Administrator, or other municipal office designated to be the chief administrative officer under the provisions of a local charter.

- A letter indicating support or non-opposition by the City Council, Board of Aldermen, or Board of Selectmen for the desired municipality; or
- A letter indicating support or non-opposition by the Board of Health in the desired municipality.

[Many members of the Board of Directors, Executive Management Team and RMD Directors for In Good Health (IGH) have long standing ties with the City of Brockton. In an effort to obtain assurances of support/non-opposition, IGH leadership has shared with both local and state officials that IGH's goal is to provide medically necessary services, while being a good neighbor to the community. The IGH Executive Management Team also sent letters to the appropriate officials upon learning the organization was moving on to Phase two of the RMD application process.]

In April 2013, IGH retained the services of local counsel, John McCluskey, to assist with obtaining approvals from the City of Brockton to develop and operate a medical marijuana treatment center (MMTC) (local ordinances refer to an RMD as an MMTC) at the proposed location. IGH is in the process of obtaining a special permit from the Zoning Board of Appeals in the City of Brockton to construct and operate a MMTC. In addition, IGH is working closely with the fire chief, police chief and Board of Health to obtain all necessary permits and approvals to construct and operate a MMTC. IGH obtained letters of support/non-opposition from the City of Brockton Board of Health and the Mayor.

IGH continues to meet with city officials to educate them on the proposed RMD and provide assurance that the RMD will operate in accordance with applicable laws and regulations. In addition, IGH has conveyed its intent to be a "good citizen" of Brockton, working to ensure positive relations with the community. For IGH, securing local support will be an ongoing process that will not end when it receives DPH approval.]

Letter(s), if any, attached as exhibit 5.4

5.5 Provide a summary chart reflecting answers to questions 5.1 -5.4 indicating evidence of local support or non-opposition for cultivation, processing or dispensing activities of the proposed RMD.

Summary chart attached as exhibit 5.5

5.6 Provide a description of the applicant's plans to ensure that the proposed RMD is or will be compliant with local codes, ordinances, zoning, and bylaws, as well as state requirements for the physical address of the proposed RMD dispensing site and for the physical address of the additional location, if any, where marijuana will be cultivated or processed.

[In Good Health, Inc. carefully chose its proposed location to ensure its RMD will comply with local and state requirements. IGH proposes to develop and operate a RMD at 1200 West Chestnut Street in Brockton. IGH will cultivate, process, and dispense at this location. In order to ensure and maintain compliance with local codes, ordinances, zoning, and by-laws, IGH retained local counsel, John McCluskey, Esq., who has practiced law in the City of Brockton for more than thirty years and is very knowledgeable of all local codes, ordinances, zoning, and by-laws. Additionally, IGH has retained the law firm of Donoghue, Barrett and Singal (DBS), a Boston law firm specializing in the field of healthcare including regulatory compliance. DBS will assist and advise IGH on any and all state requirements, including 105 CMR 725.000, et. seq., and any other applicable regulations. IGH retained Douglas B. Noble, Esq. to serve as the Director of Regulatory Affairs and Compliance. Attorney Noble has more than twenty five years of experience in developing, owning, and operating healthcare facilities in Massachusetts. IGH's Board of Directors and staff have met numerous times with both local and corporate counsel and will continue to meet with them on a regular basis to ensure continued compliance with all local and state laws.]

As discussed, the RMD's leadership team has a wealth of experience working with the City of Brockton. In 1997, Andrea Noble, IGH's Board member and Director of Patient Services and Training, along with her family developed Baypointe Nursing Home and Heights Crossing Assisted Living in the City of Brockton. Ms. Noble and her family presently own and operate these facilities and maintain a superior relationship with the City, ensuring compliance with all local regulatory and statutory requirements. Additionally, the properties where the aforementioned facilities are located, were developed by Attorney Noble. This experience uniquely qualifies IGH's leadership team, who have previous experience obtaining local permits and approvals including special permits from ZBA, building permits, Board of Health licensure, and fire department permits.

In November 2013, the City of Brockton initiated the process to approve a zoning by-law to allow for the development and operation of a medical marijuana treatment center (MMTC), i.e. RMD, this process will be completed by December 2013. The particular zone designated for MMTC's includes IGH's proposed location at 1200 West Chestnut Street, which complies with all of the zoning requirements and restrictions contained in the zoning by-law. The by-law requires a safety plan, fire plan, refuse control plan, plan to reduce odorous emissions, and approved signage. Although IGH team members have had conversations with the police department, fire department, and Board of Health, the specific guidelines for these requirements have not been issued by these entities nor the City of Brockton. However, when the compliance criteria are released, IGH will adhere to all standards.]

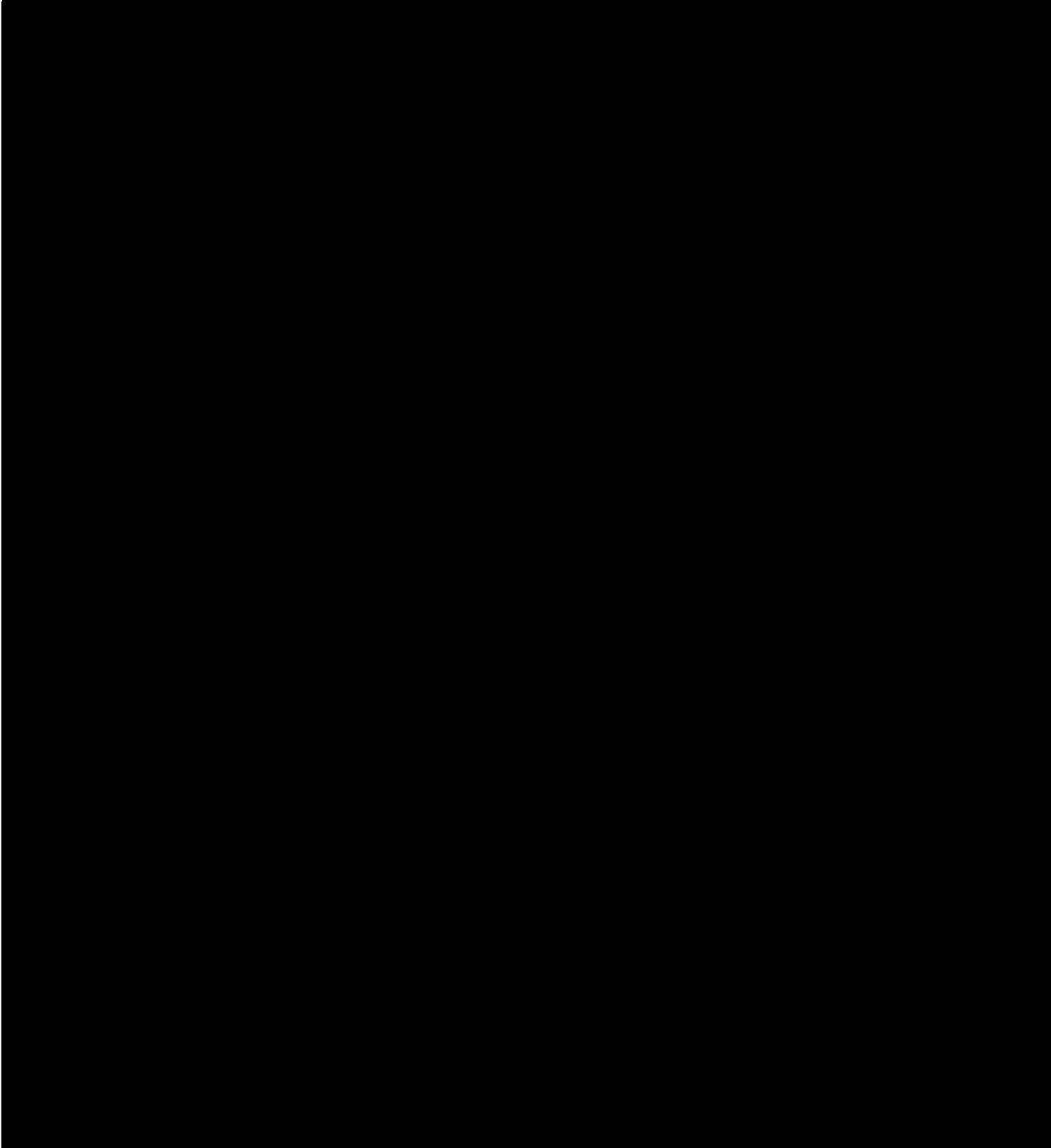
5.7 Describe the applicant's plan to continue to develop and maintain a positive relationship in each community in which the RMD is/will be located.

[In Good Health, Inc. (IGH) proposes to cultivate, process, and dispense from a single location in the City of Brockton. IGH's Director of Patient Services and Training, Andrea Noble, along with her family have owned and operated a nursing home and assisted living facility in the City of Brockton for more than fifteen years. Given this long and successful relationship, it is critical for IGH to maintain a positive relationship with the community, including compliance with local laws and regulations and for security purposes, to ensure the safety of IGH's patients, staff and its neighborhood.

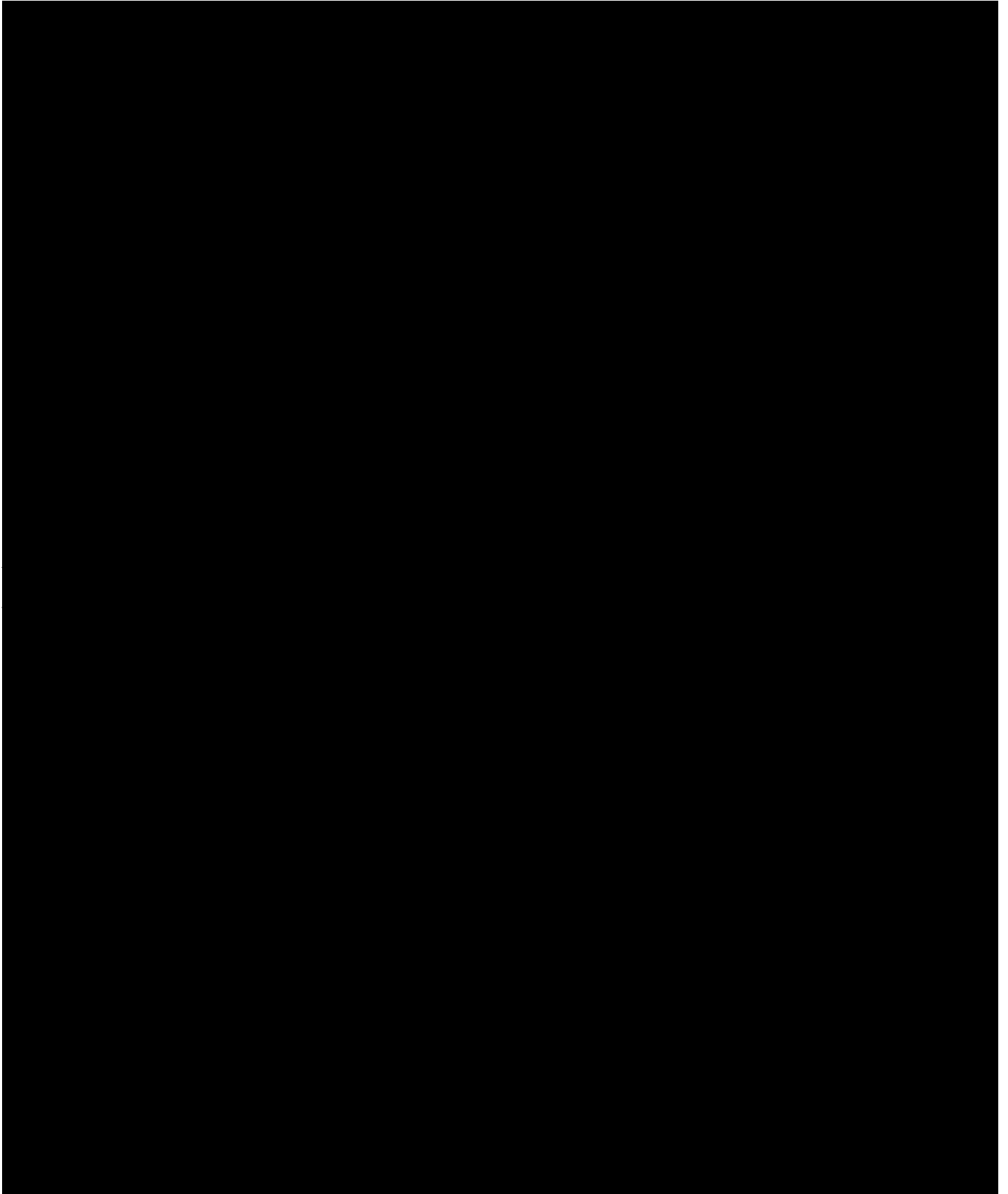
To ensure a harmonious relationship with the community, IGH will implement the following: 1) To ensure compliance with all local statutory and regulatory requirements, IGH will regularly meet with local counsel, John McCluskey, Esq. Executive Team members and staff also will attend public meetings and address any concerns raised by the Mayor, City Councilors, other officials, and residents; 2) To ensure the safety of IGH's patients, caregivers, staff, and local residents, David Noble, President/CEO of IGH, Rodereck Tayag, Director of Security and Logistics and Paul Washek, advisor with 28 years as a police officer/detective in the City of Brockton, will regularly reach out to local law enforcement officials and keep them informed of the facility's security plans, and inquire about any additional steps the RMD may take to ensure safety; 3) To keep the community educated and involved, Andrea Noble, along with Dr. David Benjamin, Director of Continuing Education and Outreach, will develop an education program and informational materials providing patients with the safety and knowledge they need to achieve a better quality of life. Dr. Benjamin's forty years of knowledge and experience in the field of pharmacology/toxicology make him particularly qualified to develop educational seminars and informational materials. In an effort to educate not only IGH's patients, but the community as a whole, IGH will conduct monthly free community seminars held off site in different locations for the medical community (physicians, nurses, and other healthcare providers), patients and their families, and the general public. These seminars will be advertised in the local newspapers, online, and at the IGH RMD. Seminars will focus on the responsible use of marijuana and MIPs, including but not limited to: the safe use of the drug, interactions with other medications, methods of taking marijuana/MIPs, and the importance of marijuana testing; 4) IGH approached Brockton Hospital, Good Samaritan Medical Center and other healthcare providers regarding opportunities to work together; 5) IGH management and staff will build upon their many existing community relationships by continuing to support community programs financially and otherwise to improve healthcare in general, deal with substance abuse issues, reduce crime, and educate the community on the need and benefits of medical cannabis; and 6) Upon notification that IGH may move forward with Phase 2, the Board

of Directors notified the Mayor's Office, Plymouth County Sheriff's Office, and Chief of Police to inform them of IGH's intent to operate a RMD in the City of Brockton.]

5.8 Provide a description of the proposed enclosed, locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component of the provisional inspection process.



5.9 Describe how the facility's security plan will help deter and prevent unauthorized entrance into areas containing marijuana and/or MIPs and theft of marijuana and/or MIPs at the proposed RMD and the alternate location, if any. Note that the security plan will be reviewed as a component of the provisional inspection process.



6. Staffing Plan and Development

6.1 Provide a narrative description of the proposed RMD staffing plan including position description, full time equivalency, and reporting structure. Attach an organizational chart in which you identify all staff and all reporting relationships. If this level of detail is already included in exhibit 1.3, include the same organizational chart in exhibit 6.1.

[The Staffing Plan for the In Good Health facility consists of the following.

David Noble will serve as the President/CEO (CEO). The CEO is responsible for the entire operation of the RMD including staff. The COO, CFO, and all directors of operations will report to the President/ CEO on a daily basis. The President/CEO will have direct responsibility for the design and build-out of the RMD; hiring staff; financial oversight; compliance with laws and regulations; patient confidentiality; and safety and security. The President/ CEO has assembled a talented, professional, knowledgeable, and dedicated team to carry-out his plan. (1.0 FTE)

Barry Kirshner, CPA will serve as the Chief Financial and Chief Operating Officers (CFO/COO). The COO is responsible for the day to day operations of the RMD. The COO's primary responsibilities are to assure patient safety and confidentiality, supervising a professional staff, maintaining a patient friendly environment, cultivating high quality marijuana, testing, marijuana inventory and packaging, case management and creating a seamless communication among all of the disciplines in the RMD. The CFO is responsible for implementing all information systems and financial reporting including inventory control, financial statements, and budgets. The COO/CFO reports directly to the President/ CEO. (1.0 FTE)

Douglas Noble, Esq. will serve as the Director of Compliance and Regulatory Affairs. The Director is responsible for training and educating staff regarding all local, state, and federal regulations related to the operation of a RMD. The Director will ensure the organization and staff are current on all changes to applicable regulations. Mr. Noble will report to the Pres/CEO and COO. (.25 FTE)

Andrea Noble will serve as the Director of Patient Services and Training. The Director will ensure patient needs are met and that all staff are trained on the policies and procedures of the RMD. (0 FTE- Contracted Consultant)

Rodereck Tayag will serve as the Director of Security and Logistics. The Director will first design and oversee the construction of the security systems for the RMD. The Director will implement a security system to provide for a safe and secure environment for patients, staff, and visitors. The Director will train and educate staff on all aspects of security. In addition, the Director will oversee IGH's delivery program. Mr. Tayag will report to the President/CEO and COO. (1.0 FTE)

Paul Washek will serve as special advisor for security and logistics. Mr. Washek has 28 years of experience as a police officer/detective in the City of Brockton and will work with our Director of Security and Logistics on the design and implementation of policies and procedures for the RMD. Mr. Washek also will conduct training sessions for staff (0 FTE- Contracted Consultant)

Allison Noble will be the Retail Dispensary Manager. Ms. Noble is a cum laude graduate of the University of Tampa with ten years of experience as an assistant manager/manager for a retail liquor store. Her knowledge and experience with checking identification, security monitoring, POS systems and hiring/training staff will be invaluable to operating an efficient and secured dispensary counter. Ms. Noble will report to the President/CEO and COO. (1.0 FTE)

Jonathan Napoli will serve as the Director of Cultivation. The Director is responsible for all marijuana cultivating operations including seed/cloning, vegetation, flowering, and curing/drying. The Director will have responsibility for quality controls, testing, developing strains, crop growth, inventory controls, and disposal. Mr. Napoli will report to the President/CEO and COO. (.25 FTE)

Richard Kyondo will serve as the RMD's Director of Technology. The Director will devise all computer software systems including integrating the seed to sale software (MJFreeway), security systems, and interfaces with DPH computer systems. The Director will be responsible for maintaining and updating all computer systems. The Director will also train all staff on computer systems including point of sale, cultivating, and financial systems. (0 FTE- Contracted consultant)

Dr. David Benjamin will be the Director of Continuing Education and Research. The Director will serve as a consultant on a contract basis and will be on site at designated days/time to educate staff on the different marijuana strains and its effectiveness and recommendations for specific uses. In addition, the Director will provide continuing information on the proper and safe use of marijuana. The Director will be responsible for conducting free monthly public seminars in the service area, for patients, family, healthcare professionals and the general public. (0 FTE- Contracted consultant)

Lisa Jacobs, RN, MS will oversee patient case management for the RMD. The Director will be present at the RMD on a weekly basis to review patient files and meet with staff. The Director will ensure that the RMD is compliant with laws, patient case files are complete and accurate, and meet with staff concerning any issues and concerns. Ms. Jacobs will report to the President/CEO and COO. (.20 FTE)

IGH will have at least three staff persons at the front desk area of the dispensary at all times. One staff person will have the sole responsibility of handling the security entrance and allowing access to the dispensary area. Two other staff people will manage the front desk, meeting and greeting patients and caregivers, taking intake information and dispensing medical marijuana in accordance with IGH policies and procedures. There will be one additional staff person in the MIP area at all times. There will be one staff person in the cultivating area at all times. IGH will have one full time administrative staff person on site during regular business hours. Staff will report to their designated supervisors. (6.0 FTE)

The reporting structure is documented in IGH's organizational chart (Exhibit 6.1]

Organizational chart attached as exhibit 6.1

- 6.2 Explain the hiring plan for the RMD staff by role, including qualifications and experience by position description. Include a description of the applicant's process to complete a Criminal Offender Record Information (CORI) check on each staff member working at the RMD at hire and on an ongoing basis.

[All members of the Board of Directors, Executive Management Team and dispensary staff are long-time residents of Massachusetts. In Good Health, Inc. (IGH) will hire two to three employees from out of state that are experienced in growing and/or dispensing marijuana, but will hire most of its staff from Massachusetts.

IGH developed a comprehensive employee handbook which every employee will be required to read. IGH will open with a staff of twelve people (one administrative assistant/office manager, three dedicated cultivation employees, and eight dispensary employees). The CEO and COO will oversee the RMD operations and perform all of the hiring duties with the assistance of the directors of operations. IGH deeply values its employees and is committed to employee success by following the highest ethical standards within the workplace that embraces diversity. IGH believes that its philosophy of providing a supportive, team oriented environment for IGH's employees, sets it apart from other employers and confirms that IGH is the employer of choice for its employees.

IGH is an equal opportunity employer. IGH is guided by State and Federal law and develop and apply IGH's employment policies without regard to race, color, creed, national origin, ethnicity, citizenship, ancestry, religion, sex, sexual orientation, age, physical or mental disability of qualified individuals, military status, or any other characteristic prohibited by law. This policy extends to all employees and applicants with regard to all employment decisions including hiring, placement, promotions, transfers, demotions, discipline, compensation, benefits, training, layoffs, or termination.

IGH is committed to workplace diversity. At IGH's proposed location in the City of Brockton, the population IGH will serve will be quite diverse. Hiring from this diverse applicant pool is essential to IGH's success, with its wide variety of cultures, experiences, and languages.

All employees of IGH will be registered dispensary agents in accordance with 105 CMR 725.030, at least twenty-one years of age, authorized to work in the United States (in accordance with IRCA 1986), and will complete a form I-9 with supporting documentation within 72 hours from the date of actual employment. As a part of the application for the employment process, every applicant will be required to provide three references (one personal and two business related), these references will be checked prior to commencement of employment.

IGH is enrolled with the Department of Criminal Justice Information Systems (DCJIS) to complete CORI checks. All employees (dispensary agents) will be required to undergo and pass a CORI check, and employment is contingent upon the results of the background check in accordance with 105 CMR 725.030. To determine if employees take illegal drugs, thereby making them inappropriate for employment at IGH, mandated drug tests of potential and current employees will be conducted. IGH will not employ any individuals who test positive for illegal drug use. Immediately upon employment, individuals will be required to sign a release, allowing IGH to conduct a drug test performed in accordance with State and Federal regulations. Employment is contingent upon the results of the drug test.

For delivery personnel only, the Executive Management Team will conduct driving record checks in accordance with Massachusetts RMV guidelines. During the applicant review process, delivery candidates will be required to release IGH to conduct a driving record check based upon State and Federal regulations. Employment is contingent upon the results of the driving record check.

IGH will hire entry level positions and employ those individuals with a high school education and little work experience for jobs in the dispensary (retail counter/entry window) and cultivating areas. These individuals will constantly be under direct supervision in case issues arise with the facility, patients, caregivers or staff. Delivery staff will have a minimum of three years of experience delivering in a security business, e.g. banking, pharmaceuticals. IGH will hire college graduates with some experience for positions in the dispensary that will have less direct supervision, such as security, retail, and cultivation. IGH will hire a master cultivator, MIP processor, security manager, and dispensary manager, all of who will have a college education and at least three years of specific-job experience.]

Proof of enrollment with Department of Criminal Justice Information Systems (DCJIS) to complete CORI checks attached as exhibit 6.2

6.3 Provide a detailed summary of the RMD's personnel policies, including proposed wages, opportunities for advancement, the benefits package, and any employment provision required by law that will be offered to employees. Note that the Department will review the RMD's personnel policies as a component of the provisional inspection process.

[In Good Health, Inc. (IGH) developed a comprehensive employee handbook that every employee will be required to read and attest to understanding the policies contained therein. IGH will have three categories of employees, full time (40hrs/week), regular part-time (24hrs/week), and part-time (8hrs/week or less). All employees will have a one week (paid) orientation before commencing work, and a paid introductory period of ninety days for the company to evaluate employee capabilities, work habits, and overall performance. IGH will perform a review of an employee at the end of the introductory period to determine the employee's continued employment. Employees paid by the hour will be paid at time-and-a-half for hours worked in excess of forty hours in a work week. All employees will be provided with a photo I.D. badge (scan card) that must be worn and visible at all times during work hours. All employees will be required to scan their card upon entering and leaving the facility. Breaks and meal periods will be scheduled by the manager in accordance with State law. Absences, tardiness, and overall attendance will be evaluated and disciplinary actions may be taken.

All employees will be covered for social security, worker's compensation, disability and unemployment insurance in the manner proscribed by law. IGH will pay all full time employees \$500 per month as a health insurance benefit, which they may use for their particular health insurance plan (i.e. individual, family, etc.). Shortly after an employee's termination/resignation, the Company will provide the employee with the necessary papers for COBRA coverage. All full-time employees will accrue paid time off at two days for the first six months of employment, five total days after one year, and two additional days per year for a maximum of 15 days. All full-time employees will be paid for eight designated holidays per year. IGH will compensate full time employees up to a maximum of three days for absences due to the death of an immediate family member and will compensate full time employees for time off to serve jury duty. IGH will fully comply with all provisions under the Family and Medical Leave Act and Massachusetts Maternity Leave Act.

IGH's employees dress attire is a reflection of the high standard of quality service it provides to patients/caregivers. All employees are expected to dress in appropriate clothing, no jeans, shorts, t-shirts, to adhere to the applicable dress standard as outlined in their job descriptions.

All employees are required to maintain their dispensary agent registration with DPH and carry his or her card at all times while working. Loss or revocation of an employee's registration by the DPH is immediate cause for termination.

IGH operates in a business that is highly regulated and complex under federal, state, and local laws. All employees are required to report their good faith belief of any infractions of facility policies or procedures or applicable laws either orally or in writing to their supervisor. This specifically includes any diversion of marijuana or marijuana products. IGH will handle all such reports with as much confidentiality as is possible, consistent with its desire to thoroughly investigate employee violations and take corrective action. Employees are prohibited from using their cell phone while working unless it is a component of the job description, cell phones must be left in the designated area for employee belongings.

Any information regarding the clinical conditions or treatment, payment plan, and other personal affairs of patients is strictly confidential and is to be discussed only during authorized, professional conduct of business and within all applicable State and Federal regulations, including, but not limited to Health Insurance Portability and Accountability Act (HIPAA) of 1996. All members of the IGH workforce are responsible for protecting the privacy and security of all individually identifiable health information of patient records (in any form including oral, written, or electronic) that is obtained, handled, learned, heard or viewed in the course of their work or association with IGH in accordance with IGH's HIPAA Compliance Program. Employees who have access to patient information will be required to execute a Confidentiality Statement as a condition of employment. All employees who become aware of a possible breach of the security or confidentiality of patient information are required to immediately notify (can be anonymously) their supervisor. IGH is a smoke free, alcohol free, and

drug free workplace. No smoking, alcohol, or drugs are permitted on IGH's site or in IGH's building, including the use of marijuana or marijuana products by IGH's patients.

Entry level wages at IGH for full-time employees with a high school degree or less and little experience will start at \$32,500 per year plus benefits. These employees will have an opportunity to train and gain experience for advancement in a new and expanding industry. For full time employees with a college education and/or experience wages will start at \$40,000 per year plus benefits. For full time employees with an advanced degree and/or significant experience wages will start at \$50,000 per year plus benefits. Part time employees will be paid at a range between \$10-\$15 per hour based upon job and qualifications. Since IGH is a start-up business, the Executive Management Team has to keep the organization's payrolls manageable. IGH intends to recognize its employees, as it grows and reaches its potential success, with increased wages and advancement opportunities as new hires come into the company.]

6.4 If known at the time of submission, provide the name and the role/title of each dispensary agent that the proposed RMD intends to employ. If the identity of dispensary agents is unknown at the time of application, indicate N/A.

Completed list of known RMD staff attached as exhibit 6.4

6.5 Describe the applicant's staff development plan, including a detailed description of all proposed training(s) for dispensary agents.

[In Good Health, Inc. (IGH) developed a robust training program for dispensary agents. IGH's efficient, methodological approach to dispensary management and employee training will help bridge the gap between staff knowledge and appropriate procedures. Additionally, these programs will ensure regulatory compliance by reinforcing facility-wide policies and procedures.

Types of Training:

- Regulatory Compliance – At orientation, staff will be given a tutorial on the Commonwealth of Massachusetts' Regulations for RMDs. The Director of Compliance and Regulatory Affairs, Douglas Noble, Esquire, will lead this session and discuss how the regulations work in tandem with facility policies and procedures. Additionally, each quarter or as necessary the Director of Compliance and Regulatory Affairs will hold "Update Sessions" to train staff on changes in the law and regulatory requirements.

- Patient/Caregiver Registration – At staff orientation and throughout the year, staff will be trained on how to check patient and caregiver registrations. As the laws around RMDs evolve, so will the process for checking patient and caregiver registrations both on-site and via deliveries. IGH will hold simulation exercises 3-5 times per year to ensure all employees are following the proper procedures. These ongoing training sessions will be conducted by the CEO, COO or dispensary manager.

- Safe Handling Practices – Staff within each of the facility's divisions (cultivation, processing and dispensing) will receive orientation and quarterly training around the safe handling of marijuana. This lecture series will allow the Executive Management Team to ensure the safety of staff and patients. These training sessions will be conducted by specific IGH personnel depending upon discipline (e.g. cultivation, processing, delivery, or dispensing).

- Marijuana/MIP Education – Dr. David Benjamin, Director of Continuing Education and Research, will conduct an orientation for all employees prior to commencement of employment at IGH. In this training, employees will learn about the responsible use of medical marijuana and MIPs, including safe use of the product, interactions with other medications, methods of taking marijuana/MIPs, testing procedures, types of strains and effectiveness, as well as general requirements for the use of marijuana.

- Patient Case Management Policies & Procedures – Prior to work commencement, all employees will be required to undertake a comprehensive orientation on patient case management and related policies and procedures. This training will be conducted by Lisa Jacobs, RN, MA, IGH's Director of Care Management and

include an overview of the initial intake process including forms and patient communications, an evaluation of patient needs, HIPAA compliance and patient follow-up. Employees will be trained to achieve IGH goal to improve patient outcomes and quality/goals of life. This training will be ongoing and regular during the course of the year.

- Security and Diversion – All employees will be required to attend an orientation prior to work commencement regarding RMD security policies and procedures, as well as marijuana/MIP diversion. This training session will be conducted by Rodereck Tayag, IGH Director of Security and Logistics and Paul Washek, security advisor and will include physical plant security, delivery security, patient/caregiver and visitor security measures, incident (i.e. robbery) protocols, and prevention and reporting of diversion.

- Cultivation/Processing – Jonathan Napoli, Director of Cultivation will conduct an orientation class for all employees on the cultivating and processing of marijuana. This class will include a detailed description of the growing process from seed/clone to finished product, processing of MIPs and laboratory testing.

- Information Systems – All employees will be trained on the use of the RMD computer systems with regard to their specific job description: retail dispensary agents – point of sale system; security staff – security systems; cultivating/processing staff – seed to sale. These training sessions will be conducted by Richard Kyondo, IGH Director of Technology.

The IGH Board knows that to have a knowledgeable, professional and quality staff, all employees need to understand the various aspects of the operation of the RMD. Regardless of a staff member's specific job, to be successful, every employee needs to know the regulatory environment under which the facility operates, the patient/caregiver registration process, safe handling of marijuana, patient privacy, cultivating/MIP processes and security/diversion prevention. To this end, IGH will provide a comprehensive orientation program and continued employee training sessions.]

7. Operations and Programmatic Response Requirements

7.1 Explain the RMD start-up timeline, including evidence that the RMD will be ready to dispense within that proposed timeline if the RMD receives a provisional certificate of registration by the Department. The timeline must detail, by location, the start up period, including key benchmarks, leading up to the Department's final inspection.

[In Good Health, Inc. (IGH) developed a feasible timeline for opening of an RMD, taking into account necessary changes to meet Plan Review requirements, secure local approvals, hire staff and accommodate other potential delays. In November 2013, the City of Brockton initiated the process to approve a zoning by-law to allow for the development and operation of a medical marijuana treatment center (MMTC), i.e. RMD, this process will be completed by December 2013. The following are the key benchmarks for opening the Brockton RMD:

(1) Prior to obtaining its provisional registration from DPH, IGH will complete design plans for obtaining local permits, including a special permit from the Brockton Zoning Board of Appeals and work toward obtaining similar permits from local boards, agencies, and departments. The risk level for this benchmark is "high." All benchmarks associated with a "high" risk level reflect the notion that if the deadline is missed, the opening of the RMD will be delayed.

(2) By January 31, 2014, IGH will obtain a Provisional Certificate of Registration from DPH. Additionally by this date, IGH will obtain a special permit from the Zoning Board of Appeals and begin implementation of its business plan. The risk level for this benchmark is "high." If the Provisional Certificate of Registration or the special permit is not given on time it will delay the opening date of the RMD.

(3) By March 1, 2014 IGH will receive plan approval from DPH, local building permits, commence construction on the building, and order all FFE and supplies. The risk levels for these benchmarks are "high/moderate." IGH need to obtain plan approval via DPH or the RMD will be delayed in its opening. However, in terms of construction, this benchmark only has a moderate risk level, meaning it may delay the opening of the RMD if things are not coordinated and kept on schedule.

(4) By April 15, 2014, construction will be complete, a certificate of occupancy will be issued and final approval obtained from DPH. For this benchmark the risk level is "high," which means a delay of opening if the timeline is not met.

(5) On May 1, 2014, IGH will hire cultivating and security staff, begin cultivation activities and have all computer systems fully operational in preparation for the RMD opening. For this benchmark the risk level is "high," which means a delay of opening if the timeline is not met.

(6) Between July 1, 2014 and July 15, 2013, IGH RMD will hire and train additional staff. For this benchmark the risk level is "high," which means a delay of opening if the timeline is not met.

(7) On August 1, 2014, the RMD will serve patients.]

Start-up timeline with clear benchmarks and dates attached as exhibit 7.1

7.2 Provide a detailed summary of the year-one operating plan, including key business check-in points over the year that will inform business practice improvements.

[A detailed summary of the In Good Health (IGH) operating plan is provided below. This plan includes key business check-in points over the year:

January 31, 2014: IGH will receive its provisional registration; March 1, 2014: renovation and construction will commence; April 15, 2014: IGH will hire and train cultivating and security staff; May 1, 2014: IGH will begin cultivating and commence the process of operationalizing all security systems and computers. IGH will hire additional staff, including dispensary staff and administrative personnel, approximately two weeks before IGH's anticipated opening date of August 1, 2014.

Beginning May 1, 2014, IGH will have weekly meetings with all managers to be conducted by the President/CEO and COO, along with Directors of Operations as needed. On the tenth of every month IGH's Executive Management Team will have a meeting to review and analyze financial statements from the previous month and discuss budget comparisons.

IGH's first year strategic and operating plan consists of four primary areas: 1) Security, including preventing diversion of marijuana/MIPs and overall safety; 2) Finance, including revenues, expenses, review of cash flow, and profit and loss statements; 3) Information systems; and 4) Patient care. In these four critical areas, IGH established a detailed plan, set realistic goals, implemented outcome and reporting systems, and amalgamated a knowledgeable and experienced Executive Management Team and staff to evaluate and adapt the overall plan.

- Security and safety of the RMD is of utmost importance to prevent diversion and ensure the safety of patients, caregivers and staff at the RMD and the surrounding neighborhoods. IGH has an extensive and comprehensive security plan in place beginning with training, monitoring, and evaluating all staff. IGH's security team has established a system of check-points from persons entering and leaving the RMD, and controlling the environment around the facility. At each weekly meeting, all security measures will be evaluated to determine effectiveness. Keeping IGH's neighborhood safe is important for the overall security of the facility, patients/caregivers, staff, visitors, and IGH's community. IGH will be vigilant in its efforts to control its environment by meeting with abutters and neighbors on a regular basis, and local law enforcement for their input and recommendations.

- Another major component of IGH's operating plan is financial performance. Every month, the executive management team along with key staff will meet to review the financial condition of the company. IGH created a detailed monthly budget for the first year including revenues and expenses with key financial benchmarks. This budget will be compared to actual revenues/expenses to ascertain performance and determine areas for improvement.

- Information systems and the information reports generated by IGH's inventory and computer systems are critical to the successful operation of the RMD. IGH's computer systems are very sophisticated and fully integrated between financial, staffing, cultivating, patient information, security, and POS. IGH understands the

importance of consistent evaluation to ensure the integrity of these systems so that the RMD may operate in an effective and efficient manner.

- Patient care and offering IGH's patients a better quality of life is paramount to IGH's company's mission and operations. IGH created a comprehensive patient case management system, which begins with the patient intake form and involves the close monitoring of the patient at certain key intervals, including the first 7-10 days and every month thereafter. IGH will establish a program of patient feedback based upon follow-up procedures and direct interaction at the dispensary. All patient comments, records, and information will be reviewed weekly by IGH's Director of Case Management.]

7.3 Describe the applicant's knowledge of (and experience with) growing methods to be used in the cultivation of medical marijuana. Note that a copy of the marijuana cultivation and management plan will be reviewed as a component of the provisional inspection process.

[To ensure operation with appropriate expertise in growing methods and cultivation techniques, In Good Health, Inc. (IGH) will employ Jonathan Napoli as IGH's Director of Cultivation and MIPs. Mr. Napoli will serve as a consultant in this capacity and was chosen because of his extensive background in cultivation. For the last 20 years, Mr. Napoli has been learning about appropriate techniques and best practices for planting, growing, and harvesting crops. In 2006, Mr. Napoli began working with medical cannabis providers to understand cultivation operations. Given his extensive background, the Executive Management Team knows Mr. Napoli has the requisite experience to lead the IGH cultivation methods. IGH will grow only female marijuana plants, disposing of all male plants, in two categories – Sativa and Indica. IGH will produce 10-12 varieties of the Sativa and Indica plants. IGH will initially grow from seeds then exclusively by cloning in soil. IGH's experienced cultivating staff will nurture the plants with watering, lighting, and monitoring nutrients and inspecting for contamination and infestation every day. The growing cycle for seed/clone to harvest will vary slightly depending upon the type of plant but will be complete within 90-120 days.

Cultivation Plan

All IGH cultivating staff will be required to change into scrubs, wear protective head and foot wear and gloves. IGH medical marijuana will be grown in secure rooms. The first room will be approximately 500 square feet and will be used exclusively for growing seeds and cloning. This room will be a closed system with strict environmental controls. Seeds/clones will be grown for approximately 7-14 days under 24hour fluorescent lighting, at 70-80 degrees and 50%-60% humidity. Clones will be taken to the vegetative rooms, which will be used exclusively for the vegetative phase of growing. There will be three separate and distinct vegetation rooms to ensure quality and prevent infestation and contamination. These plants will grow in these rooms for approximately 30-40 days under 24 hour fluorescent lighting, at 70-80 degrees and 50%-60% humidity. The plants will then be taken to the flowering rooms. The flowering stage of cultivation will take place in four separate and distinct rooms used exclusively for the flowering phase of growing, ensuring quality and prevent infestation and contamination. The plants will grow in these rooms for approximately 45-70 days, under 12 hours on and 12 hours off LED lighting, at 60-75 degrees and 25%-45% humidity. During the flowering stage the plants will be trimmed and checked daily for any contamination. All male plants will be disposed. Once mature, the marijuana will be harvested and dried/cured in a separate room, which will also be a closed system with strict environmental controls. The marijuana will be in the drying/curing room for approx. 7 days, with minimal lighting, 65-70 degrees and 40%-50% humidity.

All growing rooms will have the quintessential environment for growing marijuana with precise control of temperature, humidity, and carbon dioxide with the best lighting available in the market today. IGH growing rooms will be equipped with advanced environment controls, smartphone monitoring, closed-circuit security cameras, complete- Fertigation systems, fire suppression system, and programmable logic controllers.

IGH will purchase marijuana seeds from a qualified and reputable company, the seeds will be the highest quality organic seeds available. The cultivation team will grow primarily in soil and to a lesser extent hydroponically. All cultivating will be done in the growing rooms under strict environment controls. Inventory

of all seeds and plants will be done daily at the beginning and end of each day. All inventories will be supervised by the President/CEO, COO, along with the Master Cultivator. The inventories will be logged into IGH's seed to sale control systems and tracked both manually and electronically. Once the marijuana is harvested it will be weighed and logged into IGH's inventory control system then dried and cured in a separate secured room. All marijuana plants once matured and ready for harvest will be immediately sent out to an independent qualified testing laboratory in accordance with 725.105(C)(2) and with all Federal, State, and local laws and regulations.]

7.4 Describe steps that will be taken to ensure the quality of the medical marijuana, including purity and consistency of dose and the presence of potential contaminants. Include a description of the testing process and frequency, quality standards, and plans to engage with a lab to conduct the testing. Note that a copy of the RMD's quality control plan will be reviewed as a component of the provisional inspection process.

[In Good Health, Inc. (IGH) will offer its patients a variety of medical marijuana all grown in strict adherence to the USDA organic requirements (see 7 CFR Part 205). All soils used for planting will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. In addition, IGH will use best practices in its cultivation process to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, pesticides, mildew, and any other contaminant identified as posing potential harm. To ensure the quality of the medical marijuana, IGH contracted to work with ProVerde Laboratories (Pro Verde). ProVerde will provide IGH with analytical testing to satisfy all DPH requirements. The analytical testing plan consists of the following:

- To ensure purity and consistency of dose, the most current chromatographic technologies, UltraPerformance Liquid (UPLC) and Convergence Chromatography (UPC2) will be used to generate cannabinoid profiles, reporting specific concentrations of the most predominant cannabinoids present, including the acidic forms, not detectable by GC analysis. Additional results from this testing may include the profiles for terpenes and flavonoids to provide a better overall understanding of the compositional nature of each sample tested. The application of Convergence Chromatography to this application, which uses supercritical carbon dioxide in place of traditional hazardous solvents for the analysis, represents the most environmentally friendly and most technologically advanced technique available for these analyses.

- To identify potential impurities from pesticides and Plant-Growth Regulators (PGR's), gas and liquid chromatographic techniques will be coupled to Mass Spectrometric (MS) detection for the highest sensitivity available. These techniques are routinely used to monitor the presence of contaminants in consumer food and environmental samples.

- Testing for microbiological contaminants will include optical microscopy for gross identification of mold and fungus and more quantitative testing for microbiological contamination using real-time PCR (qPCR). Because of the hazard posed by mycotoxins, the toxic secondary metabolite of molds and fungi, additional screening is available using monoclonal antibody-based ImmunoAffinity (IA) assays to identify these toxic contaminants. Testing will include the application of X-ray Fluorescence (XRF) for the detection of heavy metals. Testing will be conducted for residual moisture content (for flower) and residual solvents (for extracted materials).

- ProVerde Laboratories is prepared to work with IGH to provide secured transportation of the samples between the RMD and the testing facility, fulfilling all security requirements established by DPH. It is recommended that a scientifically selected, 4-gram sample be collected from each pound of medical marijuana to ensure that the sample tested adequately represents the bulk material. Depending on DPH requirements (as they have not been promulgated), multiple sample collection strategies are available, in which (1) the analytical sample is collected at the RMD and transported to the testing laboratory for analysis or (2) the entire lot of cannabis is collected from the RMD and transported to the laboratory for testing and secure packaging. Under the second scenario, once a testing sample has been collected, the remainder of the product shall be sealed under inert atmosphere (nitrogen), in UV-opaque packaging materials to prevent any additional oxidative or UV-

initiated product degradation, and given a unique identification number to enabling tracking of cannabis through the entire process. Once testing is complete, a certificate of analysis for that specific lot will be generated, with labels printed for packaging with clear identification of the lot number and testing results. All testing results will be maintained.]

7.5 Describe the applicant's plan to dispose of excess or damaged plants or products, including security and plans to avoid diversion. Note that a copy of the RMD's marijuana disposal plan will be reviewed as a component of the provisional inspection process.

[In Good Health, Inc.'s (IGH) Executive Management Team and staff have extensive knowledge and experience with the disposal of narcotics from their collective years of working in the healthcare industry. This knowledge and experience will be extremely useful for adhering to the regulatory requirements of disposing of marijuana and products, and preventing diversion.

All waste disposal, including waste composed of or containing finished marijuana and MIPs will be inventoried (weighed) and stored in a separate, secured, camera surveilled room, and shall be stored, secured, and managed in accordance with applicable Federal, State and local statutes, ordinances, and regulations. When marijuana or MIPs are disposed or discarded, a written and electronic record of the date, the quantity, manner of disposal, and persons (at least two) present during the disposal will be signed and dated by two persons at the time of disposal. All waste will be tracked in IGH's MJFreeway software system and IGH will maintain all disposal records for at least two years. Liquid waste containing marijuana or by-products of marijuana processing specifically shall be disposed of in compliance with requirements for discharge into surface water, 314 CMR 3.00; groundwater, 314 CMR 5.00; and sewers, 314 CMR 7.00. Solid waste generated at IGH's RMD shall specifically be disposed of through incineration in a municipal waste combustor in Massachusetts. Two dispensary agents will witness and document the destruction of all waste. IGH will accept unused, excess, or contaminated marijuana or MIPs from qualifying patients or personal caregivers, and the product shall be destroyed in accordance with the provisions of 105 CMR 725.105(J) and a written record shall be maintained of such disposal in accordance with 105 CMR 105(I)(8).

In summary, all waste will be weighed, inventoried into the IGH RMD inventory control system and retained in a securely locked room with restricted access until authorized individuals destroy it. All waste will be disposed of in accordance with all local, State and Federal regulations. All records of waste disposal will be kept electronically and via hardcopy for a minimum of two years and contain the date it was destroyed, bar code information specifically identifying the batch, quantity, reason for destruction, and two witness signatures. Any and all discrepancies in the quantity of waste for disposal will be reported to DPH and local law enforcement officials within 24 hours.]

7.6 If the proposed RMD intends to produce MIPs, describe the types and forms of MIPs that the RMD intends to produce, the methods of production (including sanitation and food protection processes), and procedures for labeling, storing, disposing, dispensing, and tracking MIPs. Note that a copy of the MIPs production plan will be reviewed as a component of the provisional inspection process. If the RMD does not plan to produce MIPs, indicate N/A.

[In Good Health, Inc. (IGH) will produce MIPs in a variety of strains and products. IGH's product line will consist of tinctures, edibles, and salves. In compliance with State regulations, IGH will not produce any edibles which may in any way be construed as appealing to an under-age market, such as candies. IGH's MIPs will be made by IGH's expert staff, knowledgeable and experienced in the production of MIPs and supervised by IGH's Director of Cultivation, Jonathan Napoli.

All MIP products will be tested for contamination and infestation in accordance with 725.105(C)(2) including, but not limited to, mold, mildew, heavy metals and the presence of pesticides. Test results will be maintained for no less than one year, and results will be placed on the label of the product. Additionally, each product will have the following information on the label: "This product has not been analyzed or approved by

the FDA. There is limited information on the side effects of using this product, and there may be associated risks. Do not drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.” MIP labels also will contain: 1) the specifically identified product name; 2) the quantity of the useable marijuana contained within the product measured in ounces; 3) list of ingredients, 4) expiration date, 5) directions for use; and 6) a warning if nuts or other known allergens are contained in the product. Any contaminated product will be immediately removed and placed in the secured disposal room, a detailed record will be kept of any and all incidents. All unused marijuana and finished products will be secured in the vault located in the MIP room. Using IGH’s software, MJFreeway, staff will track all marijuana used in the production of MIPs, inventory finished products and all waste.

All of IGH’s MIPs will be processed in the MIP room, approximately 536 square feet, which will be a separate, secured, clean, and independently environmentally controlled room. The product will be handled on food-grade stainless steel tables and developed, handled, and stored in compliance with the sanitation requirements contained in 105 CMR 500.000: Good Manufacturing Practices for Food; and with the requirements for food handlers, specified in 105 CMR 300.000: Reportable Diseases, Surveillance and Isolation and Quarantine Requirements. All MIP staff will be required to change into scrubs, wear protective coverings for hair and shoes, and wear gloves.

Processing Methods for all IGH MIPs:

- Tinctures – Vegetable Glycerin Tincture to be used in drop form. Ingredients are 1/8 ounce well ground high quality organic marijuana and 1/8 cup of food grade Vegetable Glycerin. Stir the marijuana and Glycerin in a sealable jar. Place the sealed jar into a simmering pot of water for 6 hours. Pour through a cheesecloth and store at room temperature in sealed jars in a secured area (vault). Tinctures will be sold in opaque bottles with droppers by the liquid ounce, with clear instructions for use.
- Oil extractions for edibles – Marijuana will first be decarboxylated by a heating process in an oven for 15 minutes at 300 degrees. The process is then identical to producing tinctures. Edibles will be made in large batches for quality and consistency for IGH’s patient consumption. IGH products will initially consist of chocolates, brownies, and cookies. The recipes for IGH’s products will be time tested and made from the highest quality organic ingredients with no preservatives. All of IGH’s edibles will only be sold fresh (no frozen products). Edibles will be individually packaged and sold in 1/100th of an ounce dosage with clear instructions for use.
- Salves (ointment) – For this topical product, marijuana is placed into a tight bundled cheesecloth and put into a simmering pot of olive oil for 24 hours. It is then removed from the pot and allowed to drain thoroughly. The marijuana is then returned to the olive oil and slowly bees wax is added. Once the bees wax is completely melted, vitamin E and Arnica oils are infused and the product is poured into open jars. It is then left to cool uncovered for 12 hours, covered and stored in secured refrigerator. Salves (ointments) will be sold in sealed opaque jars with clear instructions for use.]

7.7 Describe the applicant’s inventory management program, including seed-to-sale tracking procedures, prevention of diversion, and storage of marijuana products. Note that a copy of the inventory management program policies and procedures will be reviewed as a component of the provisional inspection process.

[Inventory management, diversion prevention, and storage will be the direct responsibility of the CEO, COO, Director of Cultivation, and Master Cultivator. To meet regulatory requirements for inventory management, IGH contracted with MJFreeway to utilize its state-of-the-art software specifically designed for the unique needs of the medical marijuana industry. MJFreeway’s GrowTracker, MixTracker, and GramTracker is a fully integrated system to track, manage, and report on growing operations, MIP processing, patient records, point of sale operations, delivery sales, sales to other RMDs, samples for testing, and waste and disposal. All components of the software maintain strict batch control through all operations representing true “seed to sell” inventory management.

For this process, each seed or clone will have a batch number assigned to it at the time of planting and a bar code will be affixed to the plant (pot where it is located). This batch number and bar code will follow the

plant throughout the vegetation and flowering stages until the finished product reaches the end user in whatever form it may be – flower, edible, or concentrate; or disposed of in growing, processing, or as a finished product. In addition, IGH will track all employees who have “touched” the plant at any stage including the finished product. Any nutrients used for the plant will be tracked and any issues or concerns with the plant will be recorded. The batch number will be used for testing and ultimately labeling with all of the information required by law. Standard information for all entries includes date, time, person handling plant/product, batch number, and comments.

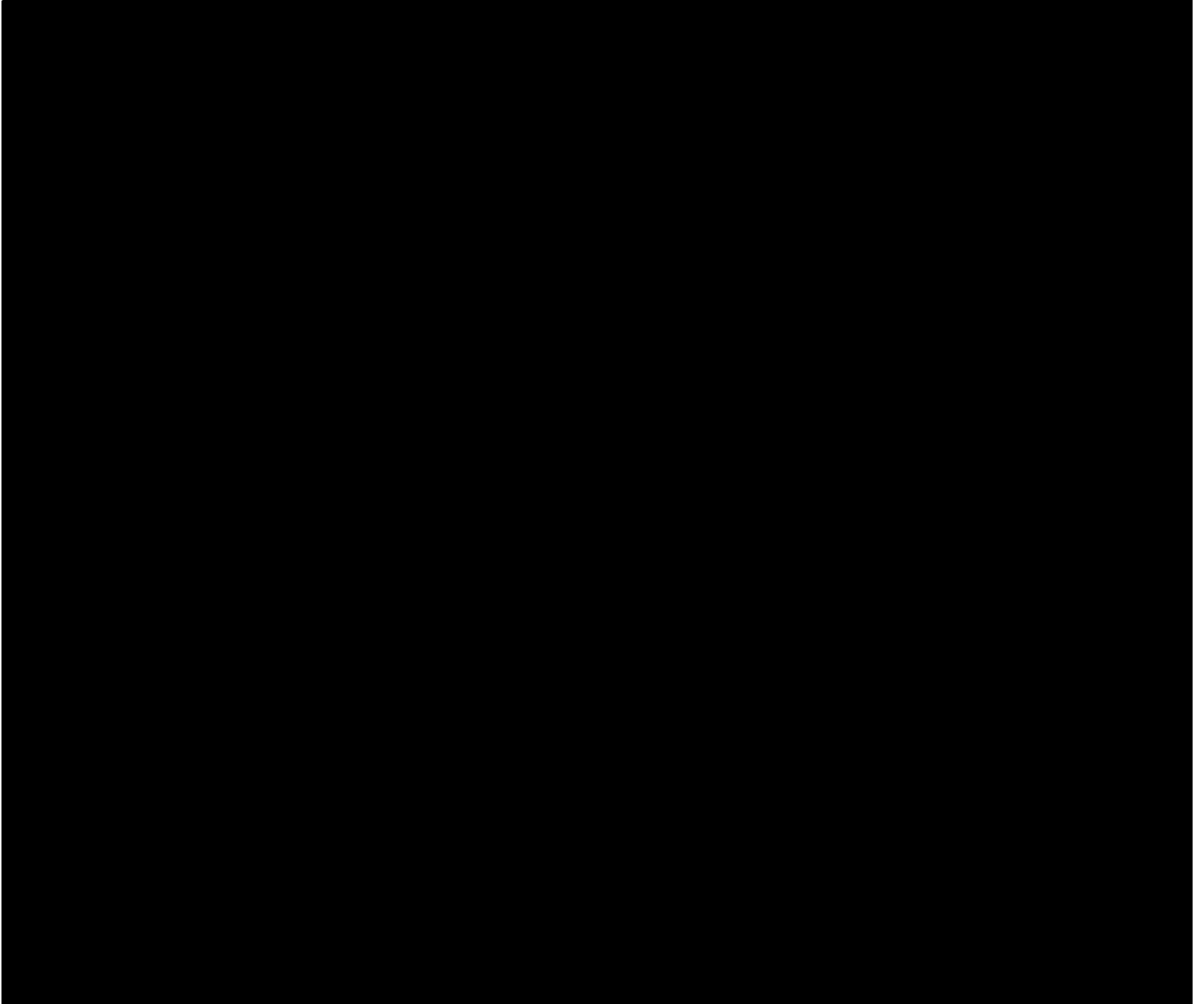
When plants are transferred from vegetation to flowering, the flowering plants will be weighed and logged into IGH’s system by batch number. Flowering plants will be weighed weekly and recorded. As flowering plants are trimmed or cloned, the trimmings or clones will be weighed and logged into IGH’s system accordingly, deducting these weights from the plant and adding the weights to either disposal or clone. Once the flowering plant is ready for harvest the usable product will be weighed, logged in by batch number, and transferred to the drying/curing room where it will be added to this inventory. The waste from the plant will be weighed, logged in by batch number, and placed in the disposal room where it will be added to this inventory. Once the product has been sufficiently dried/cured it will be weighed again, logged in by batch number, and transferred to the MIP room where it will be added to inventory. In the MIP room the product will be cleaned with the finished product being weighed, logged in by batch number, put in sealed jars in IGH’s vault, and added to the MIP inventory for finished goods or goods will be transferred to the disposal room where they will be weighed and added to inventory.

Finished product will be packaged and sold retail at the dispensary or by delivery, used in the production of MIPs or sold in bulk form to other RMD’s. Finished product inventory will be maintained for 120 days of sales, equal to IGH’s growing cycle, which will be 125lbs for the first year. When sold for retail purposes, the product will be weighed, packaged, labeled, and logged into the IGH system by batch number and patient (buyer). If the retail sale is for delivery, it will be logged into the system as a delivery with the delivery staff names, and tracked from the dispensary to the patient. When the finished product is used for MIPs, the product will be weighed, logged in by batch number, by MIP product type, and all by-products (waste) will be weighed, logged in by batch number, and placed in the disposal room and inventoried. All MIPs will be inventoried by product type with a batch number, and secured in IGH’s vault.

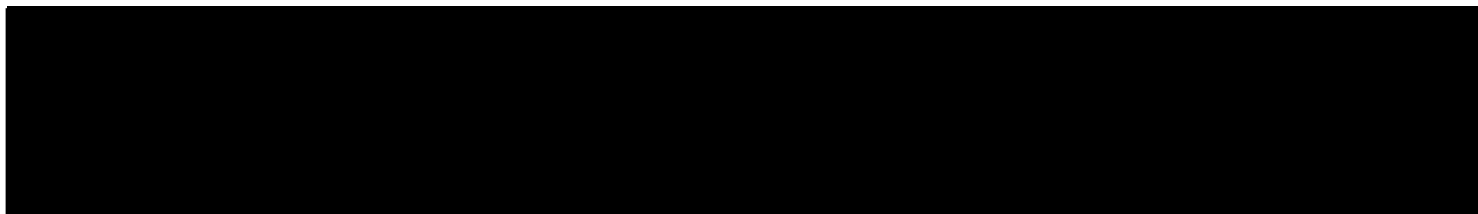
IGH will conduct regular physical inventories of seeds/clones, vegetating plants, flowering plants, curing/drying product, finished product, MIPs, and waste. All physical inventories will be kept both electronically and a written record including all findings, batch numbers, date, and signed by the persons (at least two) taking the inventory, for a permanent record. Once per week, the CEO, COO, or the Master Cultivator, along with another dispensary agent will check each and every plant in the seed/clone room, vegetating room(s), and flowering room(s) to insure that all plants have a bar code and that there has not been any tampering. Additionally, each week staff will confirm the actual weight of the waste in the disposal room and it will be compared to the number that was previously logged in the system. A weekly physical inventory of all finished products will be conducted for marijuana stored in jars, packaged, and MIPs will be confirmed with computer inventories. Every other week, staff will take a physical inventory, to confirm the accuracy of computer inventories, of seed/clone pots, vegetating pots, flowering pots, and dried/cured product by weight. Every six months, staff will conduct a comprehensive physical inventory, with a minimum of two people – one of which will be IGH’s CEO or COO, checking IGH’s entire inventory with the computer inventories, of marijuana in production/cultivation, MIPs, finished product and waste. This inventory will be kept both electronically and via written record. Any discrepancies or diversions will be reported to DPH and local law enforcement officials within 24 hours.

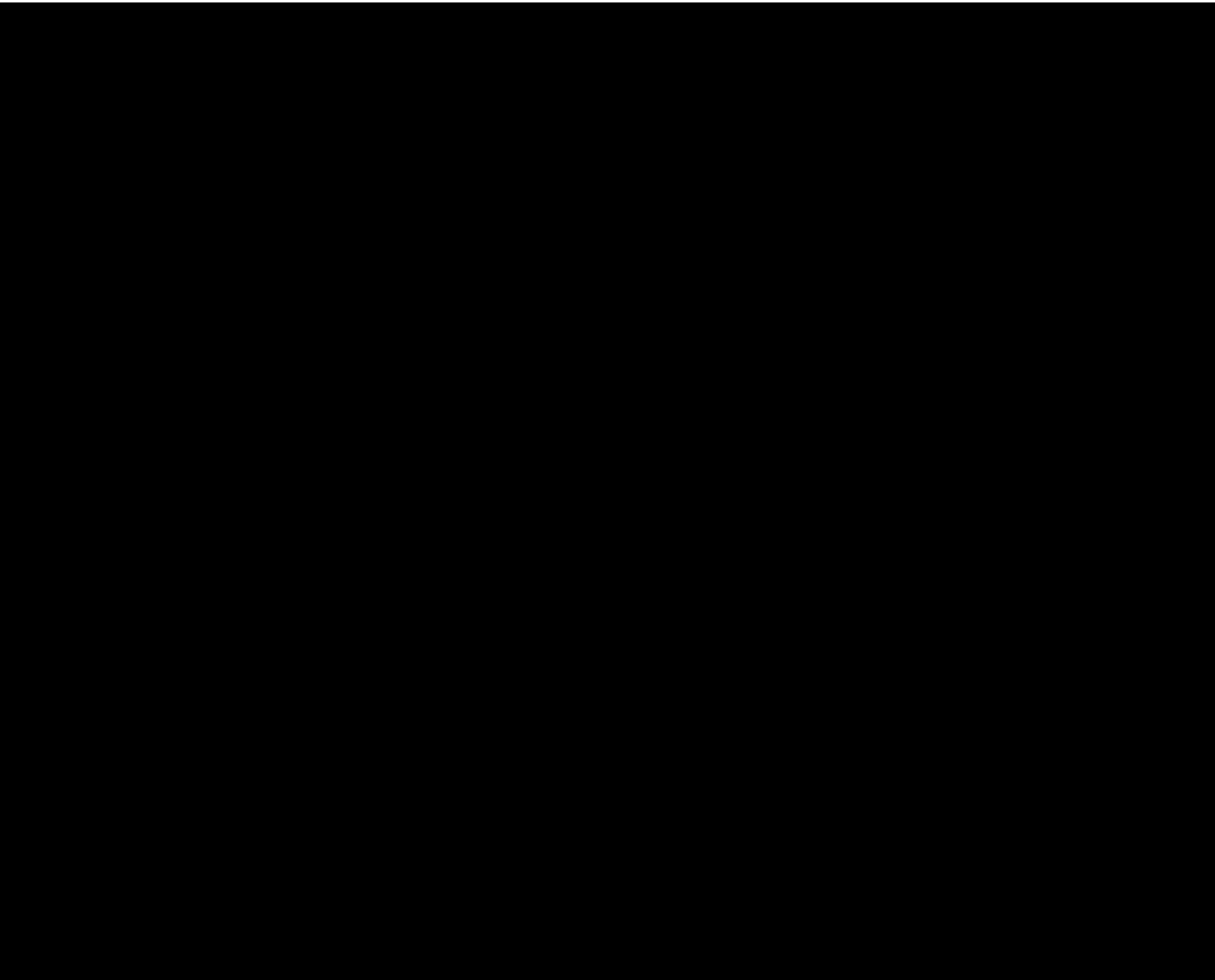
In addition, the physical layout of the facility is designed to minimize potential diversion. All MIPs and final products ready for dispensing are stored in a locked vault located in the MIP processing room, which is a limited access area. The only individuals with key access to the vault are the CEO and COO. The vault is only open during operating hours and is locked at all other times. The only individuals that may enter the MIP processing room are designated processing staff.]

7.8 Describe how the applicant will transport marijuana, whether between the cultivation and dispensing site or between the dispensing site and a patient's home, including provisions for preventing diversion and tracking inventory during transport. Include a description of the RMD's proposed home delivery protocol, including an identification check of the registered patient or registered personal caregiver and record keeping. Note that a copy of the transportation program policies and procedures will be reviewed as a component of the provisional inspection process.

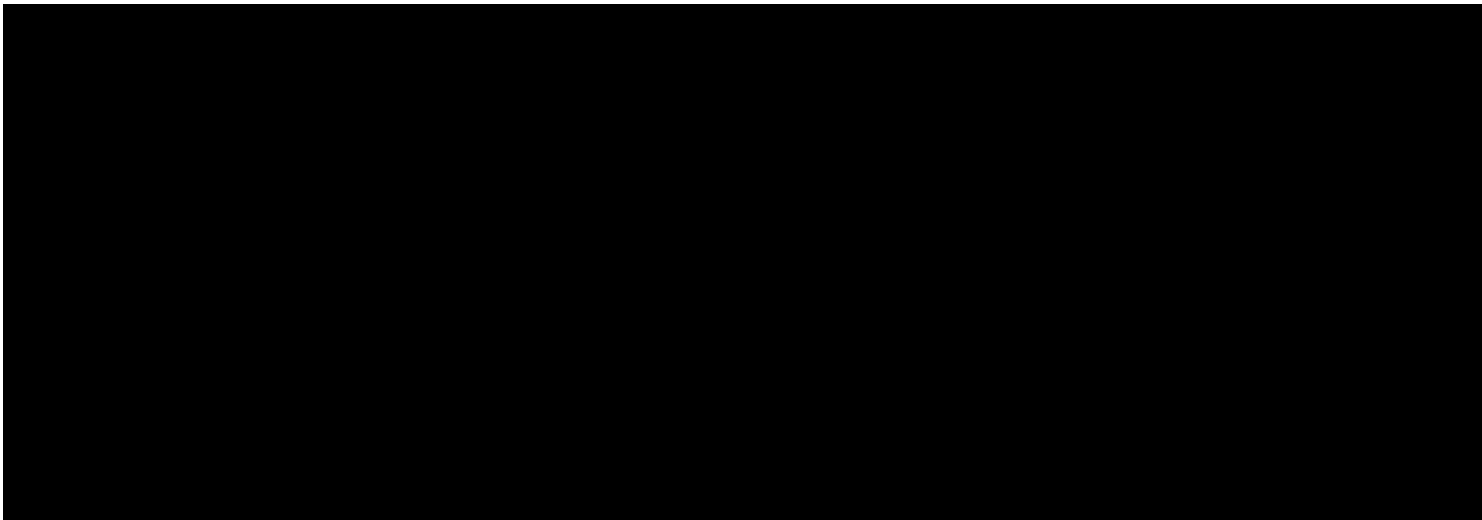


7.9 Define the applicant's service area and provide an analysis of the projected patient population and projected need in the service area of the proposed RMD, including the applicant's strategy for delivering culturally competent and linguistically appropriate services.





7.10 Describe the RMD's procedures for safely dispensing medical marijuana to registered qualifying patients or their registered personal caregiver, including a process for identifying patients/caregivers, ensuring their safety, and protecting their privacy.



7.11 Describe the RMD's patient record keeping system and planned use of technology to support business operations, including use of the Department's electronic registration and dispensing tracking system. Note that a copy of the patient record keeping policies and procedures will be reviewed as a component of the provisional inspection process.

[In Good Health (IGH) will implement an inventory control system, maintain patient records, manage staff and payroll information and perform financial record keeping utilizing MJFreeway Software Solutions ("MJFreeway") which will be fully compliant with DPH regulations. IGH's CEO, COO/CFO, Master Cultivator and Director of Cultivation will be responsible for implementing, supervising, and controlling the inventories of marijuana from seed to sale. MJ Freeway utilizes a bar code system to track every aspect of growing and tracking inventories, this will be supplemented and verified by physical inventories. IGH will track every seed, clone, plant, nutrient, drop, yield, shake, spillage, evaporation, edibles and diversion.

As discussed, to meet regulatory requirement for inventory management, IGH has entered into a contract with MJFreeway to utilize its state-of-the-art software specifically designed for the unique needs of the medical marijuana industry. MJFreeway's GrowTracker, MixTracker, and GramTracker is a fully integrated system to track, manage, and report on growing operations, MIP processing, patient records, point of sale operations, home delivery sales, sales to other RMDs, and waste and disposal. All components of the software maintain strict batch control through all operations representing true "seed to sell" inventory management.

Richard Kyondo, IGH Director of Information Systems, will be responsible for integrating MJFreeway software with the DPH's electronic registration and dispensing tracking system. Staff at MJFreeway have assured IGH Board members that the software will be fully compatible with DPH's system. The MJFreeway software will provide a patient record component including a swipe check of the patient/caregiver's registration card. This tool will allow the software to capture the patient's name, phone, email, physician information,

prescription verification, birth date, care giver status, diagnoses and symptoms, purchase history, preferred contact method and will provide an alert (red flag) for any issues or problems in the patient's record. All patient records will be encrypted, stored and backed up at a secure facility off-site and meet HIPAA standards and State privacy laws and regulations.

MJFreeway software also will be utilized for employee record keeping, payroll and financial management. All data will be integrated with IGH's Quickbooks financial management system for ease in producing sales reports, profit and loss statements, balance sheets, cash flow reports, payroll reports and inventory reports.]

- 7.12 Provide a detailed summary of the proposed RMD's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship at no cost or reduced cost, including a sliding fee scale. Note that a copy of these policies and procedures will be reviewed as a component of the provisional inspection process.

[All qualified patients will be required to fill out a patient intake form upon their first visit to In Good Health (IGH) RMD. Those patients seeking financial hardship assistance will be required to fill out that portion of the intake form relating to financial disclosures including information relating to MassHealth, Supplemental Security Income, annual income with verification, or information and documentation regarding other financial hardships.

In keeping with IGH's philosophy that IGH's patients come first, the organization will not deny any qualified patient any of IGH's services and products. A qualified patient will need to present a valid registration card and a verified financial hardship as determined based on status as a MassHealth beneficiary, Supplemental Security Income recipient, or qualify based on the IGH sliding fee scale (patients with incomes that do not exceed 300% of the Federal poverty level, adjusted for family size). IGH's sliding fee scale (see Exhibit 7.12) is based on the Health Services and Resources Administration – Bureau of Primary Care's National Service Corps sliding fee scale for all federally qualified health center patients and bases the amount of payment on the federal poverty guidelines (FPL). IGH recognizes that not all hardships will be defined based on the aforementioned criteria, as there may be other issues, such as recent unemployment, personal issues, and a recent illness or condition. IGH staff will work with patients to extend the facility's free care and reduced costs to patients in need of financial assistance.

Although IGH's Financial Plan projects 12.5% of gross revenues being used for free care and reduced costs, there is no limitation or cap. IGH's financial capabilities will allow staff to accommodate all financial hardships.]

Proposed sliding price scale attached as exhibit 7.12

- 7.13 Describe the proposed plans to provide counseling and educational materials to registered qualifying patients and their personal caregivers related to methods of marijuana administration and information about the health effects of marijuana use.

[To ensure patients receive appropriate counseling services, In Good Health (IGH) will initiate three distinct programs around education, information and research led by IGH's Director of Continuing Education and Research, David M. Benjamin, PhD. All of IGH's programs will serve the primary purpose of providing patients with the safety and knowledge they need to help them achieve a better quality of life.

All educational programming and informational materials were and will continue to be developed by Dr. Benjamin, who has more than forty years of knowledge and experience in the field of pharmacology and toxicology. In an effort to educate all patients and community residents, IGH will conduct free monthly community seminars, held off-site, for the medical community (doctors, nurses, and caregivers), patients and their families, and the general public. These seminars will be advertised in local newspapers and posted at IGH's dispensary. Dr. Benjamin will be present at the seminars and will frequently enlist expert speakers.

The seminars will focus on the responsible use of marijuana/MIPs, including but not limited to, the safe use of the drug, interactions with other drugs, methods of taking marijuana/MIPs, understanding the effects of marijuana on the brain including pharmacokinetics (absorption, distribution, metabolism, and excretion), physical effects of medical marijuana use (giddiness, analgesia, decreases nausea, dry eyes, dry mouth, hypotension, impaired coordination, ataxia, appetite stimulant), diagnoses where marijuana could be therapeutic (chronic pain, muscle spasticity, glaucoma, peripheral neuropathy, anxiety/depression, cachexia/malnutrition, adjunct to opioids, hospice/comfort care), importance of marijuana testing, types of strains and effectiveness, and general requirements for the use of marijuana. Although IGH will make its informational materials available to all attendees, the facility will not be promoting or advertising its services and products at these seminars.

Additionally, IGH will establish an affiliation with a nonprofit healthcare institution in Massachusetts for the purpose of accumulating and disseminating information related to marijuana. The research emphasis will be on obtaining a better understanding of the medicinal properties of marijuana and drug interactions. This resulting information will be made available to all patients in Massachusetts and elsewhere, the medical community, caregivers, and the general public.]

- 7.14 Describe the RMD's proposed marketing and advertising plan, including the company logo, printed materials and flyers, external signage, advertising practices, and outreach and promotional materials. Note that a copy of the marketing and advertising plan will be reviewed as a component of the provisional inspection process. Do not include reproductions or representations of the logo, printed materials, or flyers.

[The In Good Health (IGH) Executive Management Team is developing a comprehensive marketing and advertising plan to alert patients to services within the service area. IGH is working with marketing experts to devise a logo and other advertising and marketing materials. To ensure IGH is meeting community needs, IGH's marketing materials will serve two purposes: 1) They will alert patients to the services that IGH provides – outlining IGH's dispensing process of flowering plants and MIPs; and 2) IGH's marketing materials will educate patients, caregivers and the community at large about medical cannabis, appropriate usage and side effects, and will provide contact information for questions.

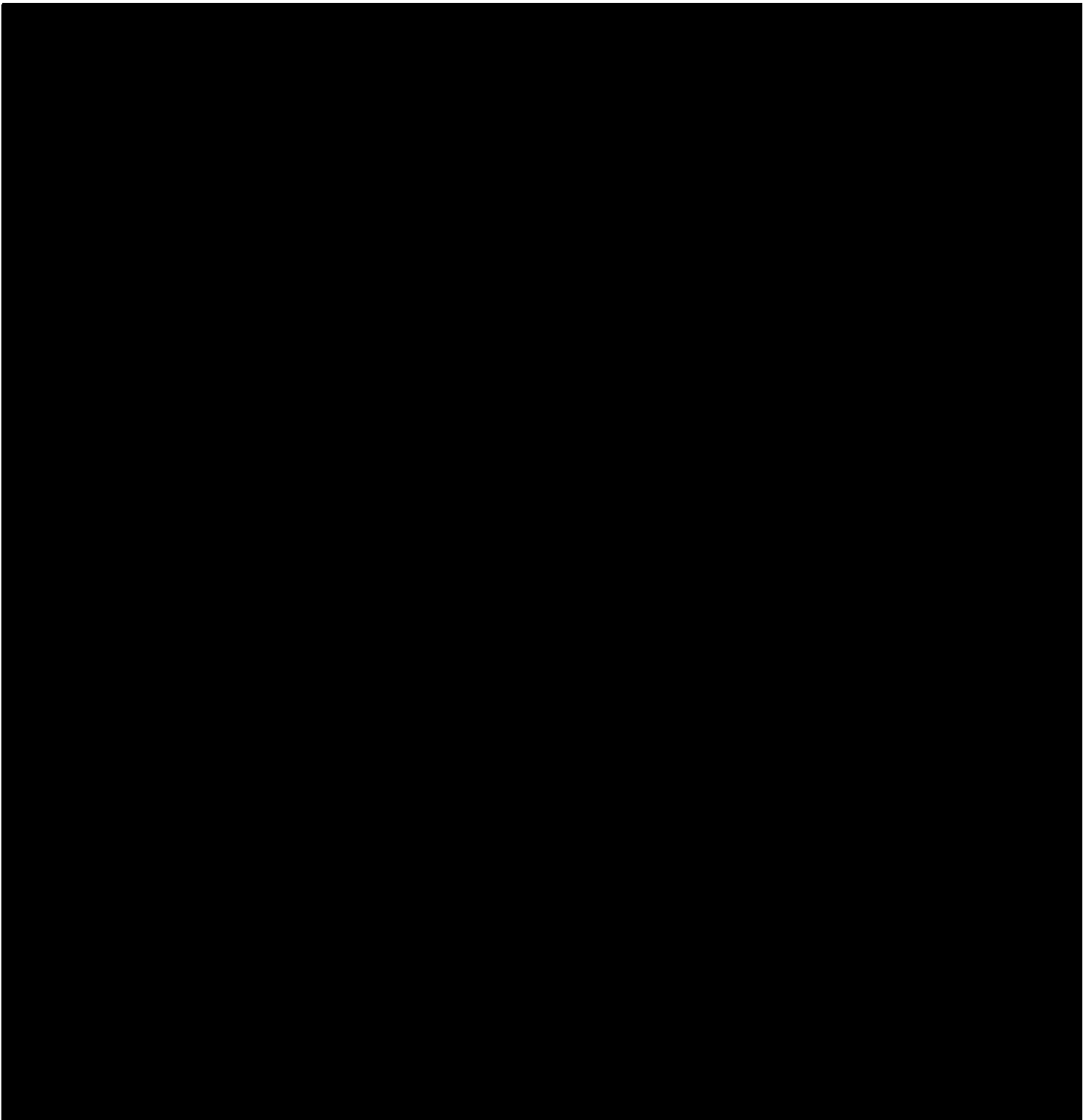
To date, IGH has developed an information booklet that patients will receive during the in-take process. This booklet contains information on IGH's mission, facility hours of operation, products, processes to ensure safety, the process for becoming a qualified patient, methods of using marijuana including benefits and side-effects, educational classes and seminars, appropriate methods of payment, free care and reduced pricing and contact information for the facility.

IGH marketing and advertising will not contain any false or misleading statements or disparage a competitor. All materials will clearly represent that medical marijuana is to be used only for debilitating medical conditions (not for recreational use), and statements of safety or efficacy of medical marijuana will only be used if supported by substantial evidence/clinical data.

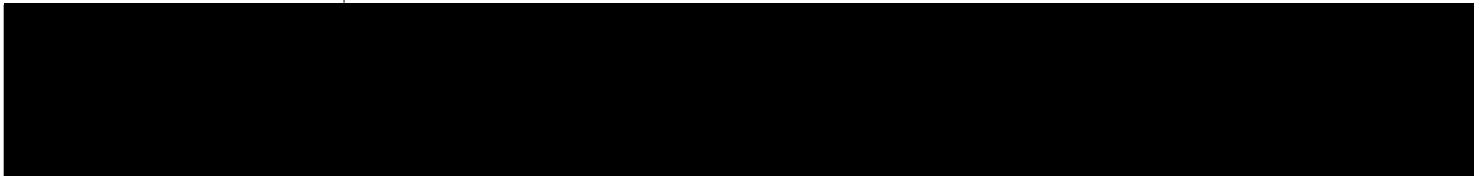
Additionally, part of the IGH marketing plan is to educate local health care providers about medical cannabis. IGH will convene a group of local service area clinicians to discuss educating patients about the product, safe uses and the overall registration process. IGH believes if clinicians are informed about these products, they can educate their patients. However, the same concept holds true for patients – often patients educate their clinician about new drug therapies. The Director of Patient Services and the Director of Care Management will hold local community sessions to inform the community and potential patients and caregivers about services.

Once awarded a certificate of registration and as the industry advances, IGH will work with all Directors to revise and update all marketing materials with any additional information.]

- 7.15 Describe the RMD's emergency preparedness procedures, including a disaster plan with procedures to be followed in case of fire or other emergency. Note that a copy of the safety and security procedures will be reviewed as a component of the provisional inspection process.



7.16 Describe the RMD's employee security policies, such as an employee ID/badge system and personal safety. Note that a copy of employee security policies will be reviewed as a component of the provisional inspection process.



7.17 Describe the RMD's incident management program, including policies and procedures to document, report, and manage adverse incidents, consumer complaints, operational concerns, and issues that will be reported to law enforcement and/or the Department. Note that a copy of the incident management program policies will be reviewed as a component of the provisional inspection process.

[All policies for incident reporting and management will be established by the Executive Management Team. Incident reporting includes: breach of confidential information, inventory discrepancies, and critical incidents. All incidents will be reported to DPH and local law enforcement within 24 hours of occurrence or the time of IGH becomes aware of an incident. IGH will have mandatory orientation and ongoing training with its staff concerning incident policies, procedures and reporting.]

Confidential information related to patients/caregivers begins with the caveat that all conversations, whether direct or overheard, must stay within the walls of the RMD. All employees with job duties that require them to handle confidential information are required to safeguard such information and only use it or disclose it as expressly authorized or specifically required in the course of performing their specific job duties. Misuse

(acts and/or omissions) of confidential information includes, but is not limited to: accessing information not related to an individual's job; disclosing information to unauthorized persons; reckless, careless, negligent, or improper handling of information; disclosing information without authorization; disseminating false information, and using information for personal or any unauthorized or unlawful use. In addition, employees will be required to keep all policies and procedures of the IGH RMD, especially security related matters in strict confidence. Any unauthorized use or disclosure of this information will be cause for immediate dismissal.

Inventory discrepancies may be discovered either electronically and/or physically. Discrepancies apply to potted plants, waste, finished products and MIPs. Any and all discrepancies will be immediately reported to the manager/supervisor and will be thoroughly investigated using the disclosed information, checking computer records, and operational systems, and security cameras. Corrective actions will be implemented to ensure that an incident does not repeat itself.

Critical incidents include, but are not limited to, intrusions, theft, loss, vandalism, malicious or unauthorized use of IGH equipment or facilities, employee, patient, and/or visitor misconduct, bomb threats, assaults, attacks, molestation, threats, alarms (real or false), arrests, burglary, diversion, drug abuse/unauthorized sale, fire and injuries.

All incidents involving breaches of confidential information, inventory discrepancies, and critical incidents will be documented and an incident report will be filled out containing the following information: date and time of incident; names of the individuals involved; detailed description of the incident; known (or suspected) causes of the incident; and corrective actions taken or to be taken. The incident report will be filled out no later than 24 hours of the incident with the manager/supervisor and Director of Security and Logistics. All incident reports will be kept on file indefinitely and will be forwarded (reported) to DPH and local law enforcement with 24 hours of the incident or its discovery, in full compliance with applicable statutory and regulatory reporting requirements. Additionally, all confidential breaches will be reported to the appropriate state and local agencies including the Attorney General's office and DPH.

Along with proper incident management ensuring patient satisfaction is of high importance to IGH. As a result, IGH will offer a variety of avenues for patients to provide feedback and convey concerns or complaints. Such options include, in person to any dispensary staff, on-line and by telephone. Any time a patient/caregiver raises a concern with staff in person or by telephone, a manager will immediately be informed. From that point, a manager will take the lead at addressing all concerns. With respect to comments conveyed on-line, a manager will be responsible for checking all emails from patients daily. A manager will follow-up with the patient/caregiver and address submitted comments via the patient's preferred method of contact as indicated in the patient record. IGH will maintain a written log of all complaints with a description of the complaint, action taken and outcome.]

CHECKLIST OF REQUIRED DOCUMENTS FOR SUBMISSION IN PHASE 2

Assemble the required items for each individual application in the following order. If an exhibit is not applicable, indicate N/A on the exhibit form and submit it in order.

- Package Label (attached to the front or side of banker's box) – exhibit C
- Package Label (with original only) – exhibit C
- Bank/cashier's check for \$30,000 (with original only)
- 2 CDs (with original only)
- Sealed envelope with signed background check authorization forms and list—exhibits A1-A5 (with original only)
- List of authorized signatories—exhibit B
- Application Response Form (cover page on top)—original signed in blue ink by authorized signatory
- Organizational chart—exhibit 1.3
- List of Board of Directors (as defined on the Application Response Form)—exhibit 1.4
- List of Members of the corporation (as defined on the Application Response Form), if any—exhibit 1.5
- Corporation bylaws—exhibit 1.6
- Amended articles of organization (if applicable)—exhibit 1.7
- List of parent or subsidiary corporations, if any—exhibit 1.8
- List of references—exhibit 1.9
- List of Executive Management Team (as defined on the Application Response Form)—exhibit 2.1
- Resumes for Executive Management Team—exhibit 2.2
- One-page statement demonstrating liquid funds in an account in the name of the corporation; or in an account in the name of the Corporation's CEO/Executive Director or President of the Board of Directors, with Letter of Commitment —exhibit 4.1
- List of individuals/entities contributing 5% or more of the RMD's initial capital—exhibit 4.2
- Capital expenses—exhibit 4.3
- Year-one operating budget—exhibit 4.4
- 3-year budget projections—exhibit 4.5

- Evidence of interest in dispensary site—exhibit 5.1
- Evidence of interest in cultivation site—exhibit 5.2
- Evidence of interest in processing site—exhibit 5.3
- Evidence of local support or non-opposition—exhibit 5.4
- Summary chart of responses to questions 5.1 to 5.4—exhibit 5.5
- RMD organizational chart—exhibit 6.1
- Proof of enrollment with the Department of Criminal Justice Information Services (DCJIS)—exhibit 6.2
- List of RMD staff, if known—exhibit 6.4
- RMD start-up timeline—exhibit 7.1
- Proposed sliding price scale—exhibit 7.12
- Certification of Assurance of Compliance: ADA and Non-Discrimination Based on Disability (original signed in blue ink)—part of Application Response Form

Addendums or attachments not specifically requested in this document or on Comm-PASS will not be reviewed.

ORGANIZATIONAL CHART
(Exhibit 1.3)

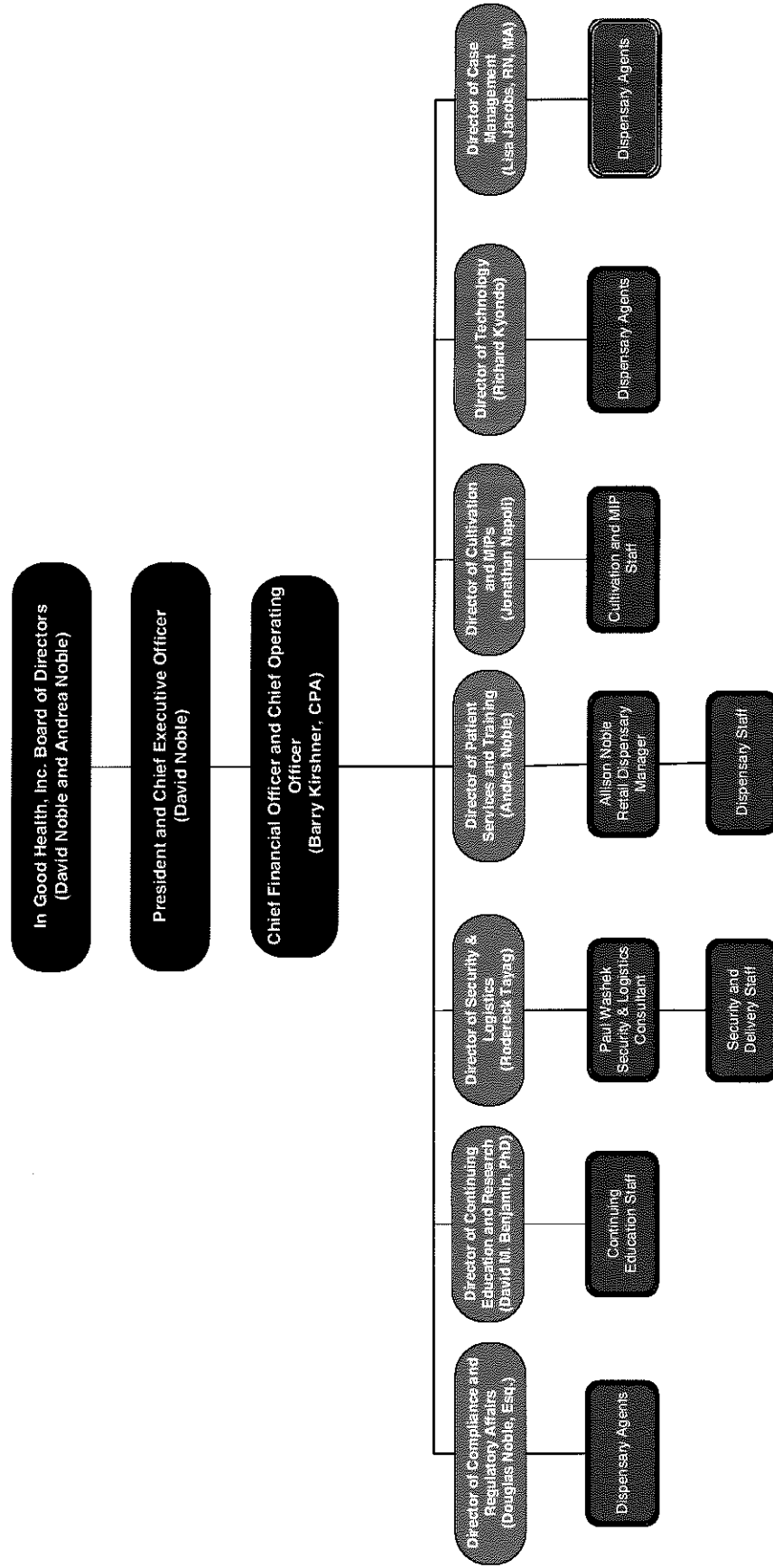
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Attach organizational chart.

In Good Health Organizational Chart



ORIGINAL

**BOARD OF DIRECTORS
(Exhibit 1.4)**

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): #1

	Board Role	Name	Date of Birth	Business Email	Business Address
1	President/Chair	Mr. David B. Noble		Dbn1977@gmail.com	22 Riverview lace, Scituate, MA 02066
2	Vice President/ Vice Chair				
3	Treasurer	Ms. Andrea L. Noble		Wly211@aol.com	One Huntington Avenue, Apt. 604, Boston, MA 02116
4	Clerk/Secretary	Ms. Andrea L. Noble		Wly211@aol.com	One Huntington Avenue, Apt. 604, Boston, MA 02116
5	Director	Mr. David B. Noble		Dbn1977@gmail.com	22 Riverview lace, Scituate, MA 02066
6	Director	Ms. Andrea L. Noble		Wly211@aol.com	One Huntington Avenue, Apt. 604, Boston, MA 02116
7	Director				
8	Director				
9	Director				

ORIGINAL

**MEMBERS OF THE CORPORATION
(Exhibit 1.5) Not Applicable**

This exhibit must be completed or marked N/A and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

	Name	Business Address	Type of Membership Rights	If Member of Other RMD, Which One?
1	Not Applicable (N/A)	N/A	N/A	N/A
2				
3				
4				
5				
6				
7				
8				
9				
10				

ORIGINAL

CORPORATE BYLAWS
(Exhibit 1.6)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Attach bylaws.

ORIGINAL

IN GOOD HEALTH, INC.

BYLAWS

ADOPTED: May 1, 2013

CLERK: Andrea L. Noble

Signature: Andrea L. Noble

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BYLAWS
OF
IN GOOD HEALTH, INC.

ARTICLE I. CORPORATION

Section 1. Name. The name of the Corporation is In Good Health, Inc. and is referred to in these bylaws as the Corporation.

Section 2. Goals and Objectives. In keeping with the intent of its charter, the goals and objectives of the Corporation shall be as follows:

- (a) To be operated and organized exclusively for and in furtherance of charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 and any subsequent amendments thereto.
- (b) The purpose of the Corporation is to promote access to health care and engage in any other activity in which a corporation organized under the laws of the Commonwealth of Massachusetts may lawfully engage.
- (c) To advance, engage in, and carry out such other functions, activities, or services in furtherance of and that promote access to health care.
- (d) To engage in any and all other permitted activities under Chapter 180 of the Massachusetts General Laws now in force or as hereinafter amended, but only to the extent that the status that the corporation may then have as an exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, is not affected by the inclusion of such other purposes.

Section 3. Corporate Seal. The Board of Directors ("Board" or "Directors") may adopt and alter the seal of the corporation.

Section 4. Fiscal Year. The fiscal year of the Corporation shall end on December 31 in each year, unless otherwise decided by the Directors.

Section 5. Membership. The Corporation shall have no members. No person now or hereafter designated by the Corporation as a "member" for any purpose shall be or be deemed to be a member for purposes of the corporation's Articles of Organization, these Bylaws, or for the purposes of Chapter 180 of the Massachusetts General Laws, or any other law, rule, or regulation. Any action or vote required or permitted to be taken under said Chapter 180 or any other law, rule, or regulation by members shall be taken by action or vote of the same percentage

of the Directors of the Corporation, except as may otherwise be provided in the Corporation's Articles of Organization or these Bylaws.

ARTICLE II. GOVERNING BOARD - BOARD OF DIRECTORS

Section 1. Powers. The general management and control of the business and affairs of the Corporation shall be vested in the Board.

Section 2. Number and Election. The Board shall consist of not less than two nor more than six persons. Subject to the other provisions of these Bylaws, the Board of Directors shall consist of those persons initially designated by the Incorporators of the Corporation to serve for the terms specified for each of them by action of the Incorporator, or until replaced by action of the Incorporator. Thereafter, Directors shall be elected by the Board in the manner determined by the Board at its annual meeting or at any regular or special meeting.

Section 3. Tenure. The elected Directors shall be divided into three classes of approximately equal size, the term of one class expiring each year. At each annual meeting, the members shall determine the number of Directors for the ensuing year and elect for a term of three years the appropriate number of successors to the class whose term is then expiring, and may elect additional Directors to other classes.

Section 4. Removal. Except as otherwise provided by law, by the Articles of Organization, or these Bylaws, a Director may be removed by with or without cause by vote of at least a majority of the Directors then in office. A Director may also be removed by the President, at the President's own initiative, or upon direction of the Board of Directors, upon written notice to the Director, if the Director has unexcused absences for Board of Director meetings exceeding fifty percent (50%).

Section 5. Resignation. A Director may resign by delivering his or her written resignation to the President, Treasurer, or Clerk of the Corporation, to a meeting of the Directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 6. Vacancies. Any vacancy in the Board may be filled by a majority of the Directors then in office, or by a sole, remaining Director. Each successor shall hold office for the unexpired term or until such successor sooner dies, resigns, is removed, or becomes disqualified. Except as otherwise provided by law, by the Articles of Organization, or by these Bylaws, the Directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

Section 7. Compensation. At no time shall any member of the Board be eligible for compensation or benefits of the Corporation solely as a result of his or her status as a member of the Board.

ARTICLE III. REGULAR AND SPECIAL MEETINGS OF THE BOARD OF DIRECTORS.

Section 1. Annual Meeting. The annual meeting of the Directors shall be held on the March 1st of each year or, if that date is a legal holiday in the place where the meeting is to be held, then on the next succeeding day that is not a legal holiday. The annual meeting shall be held at 11:00 A.M. at the One Huntington Avenue, Boston, MA 02116 unless a different place or time is fixed by the Directors or the President and stated in the notice of the meeting. The annual meeting may be held at such other place within the United States as the President or Directors shall determine. Notice of any change of the date fixed in these Bylaws for the annual meeting shall be given to all Directors at least seven (7) days before the new date fixed for such meeting. The annual meeting may be held for the purpose of electing Directors and for such other purposes as may properly be brought before the meeting under law, the Articles of Organization, or these Bylaws.

If an annual meeting is not held as herein provided, a special meeting of the Directors may be held in place thereof with the same force and effect as the annual meeting, and in such case all references in these Bylaws to the annual meeting, except in this Section 1, shall be deemed to refer to such special meeting.

Section 2. Call and Notice.

2.1. Regular Meetings. Regular meetings of the Board shall be held on June 1st, September 1st and December 1st of each year at 11:00 A.M. at One Huntington Avenue, Boston, MA 02116 and also at such additional times and places as may be determined by the Board. No call or notice shall be required for regular meetings of Directors, provided that reasonable notice: (i) of the first regular meeting following the determination by the Directors of times and places for regular meetings shall be given to absent members; (ii) specifying the purpose of a regular meeting shall be given to each Director; if there are to be considered at the meeting contracts or transactions of the Corporation with interested persons or removal or suspension of a Director, and (iii) shall be given as otherwise required by law, the Articles of Organization or these Bylaws.

2.2. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson, the President, or by at least ten percent (10%) of those Directors necessary to constitute a quorum of the Directors. Special meetings shall be held at such times and places as may be determined by the Board, provided that reasonable notice of the time and place of special meetings of the Directors shall be given to each Director. Such notice need not specify the purposes of a meeting, unless otherwise required by law, the Articles of Organization or these Bylaws or unless there is to be considered at the meeting contracts or transactions of the Corporation with interested persons or removal or suspension of a Director.

2.3. Sufficient Notice. Except as otherwise expressly provided, notice of all meetings of the Directors shall be given by the Clerk of the Corporation to each Director. It shall be sufficient notice to a Director to send notice by mail at least forty-eight (48) hours or by

telegram at least twenty-four (24) hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four (24) hours before the meeting.

2.4. Waiver of Notice. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed by such Director (or the Director's attorney thereunto authorized) 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 the Director. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.

Section 3. Quorum, Adjournment. Except as otherwise required by law, by the Articles of Organization or by these Bylaws, at any meeting of the Directors, a majority of the Directors then in office shall constitute a quorum. After a quorum has been established at a meeting the subsequent withdrawal of Directors from the meeting so as to reduce the number of Directors present to fewer than the number required for a quorum shall not affect the validity of any act taken by the Board at the meeting or any adjournment thereof. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who are not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to all Directors.

Section 4. Action by Vote. When a quorum is present at any meeting, a majority of the Directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Organization or these Bylaws.

Section 5. Action by Writing. Any action required or permitted to be taken at any meeting of the Directors or committee thereof may be taken without a meeting if all the Directors or relevant committee members consent to the action in writing and the written consents are filed with the records of the meetings of the Directors or committees. Such consents shall be treated for all purposes as a vote at a meeting.

Section 6. Telephone Meetings. In addition to those Directors who are actually present at a meeting, Directors shall, for purposes of these Bylaws, be deemed present at such meeting if a telephone or similar communications device by means of which all persons participating in the meeting can hear each other at the same time is used.

ARTICLE IV. OFFICERS

Section 1. Number and Qualification. The officers of this Corporation shall consist of a President, a Treasurer, and a Clerk and such other officers, if any, as the Directors may determine, who shall have such duties, powers, and functions as hereinafter provided or as the Directors shall determine. An officer may, but need not, be a Director.

Section 2. Election and Tenure. The initial officers shall consist of those persons listed as officers in the Articles of Organization. At the first meeting of the Board following incorporation, and thereafter at every Annual Meeting of the Board, or at a special meeting held in lieu thereof, the Board shall elect successor officers. Other officers, if any, may be elected by the Directors at any time. A person may hold more than one office at the same time. All officers shall serve a one (1) year term, or until their successors are chosen and qualified, unless a shorter period shall have been specified by the terms of such officer's election or appointment, or in each case until such officer sooner dies, resigns, is removed, or becomes disqualified.

Section 3. Chairperson of the Board of Directors. If a chairperson of the Board of Directors is elected by the Board of Directors, such chairperson shall preside at all meetings of the Directors, except as the Directors shall otherwise determine, and shall have such other powers and duties as may be determined by the Directors.

Section 4. President. The President shall serve as president and chief executive officer of the Corporation and, subject to the control of the Directors, shall have general charge and supervision of the affairs of the corporation, shall see that orders and resolutions of the Directors are carried into effect, and shall make all decisions and perform all acts necessary to the conduct of the Corporation between meetings of the Directors. If no chairperson of the Board is elected, the President shall preside at all meetings of the Directors, except as the Directors otherwise determine. Annually, or more frequently if necessary, the Board shall review the performance of the President. The President shall act as the duly authorized representative of the Board in all matters in which the Board has not formally designated some other person to so act.

Section 5. Vice President. The Vice President, or Vice Presidents, if any, shall have such duties and powers as the Directors shall determine. The Vice President shall have and may exercise all the powers and duties of the President during the absence of the President or in the event of the President's inability to act.

Section 6. Treasurer. The Treasurer shall be the chief financial officer and the chief accounting officer of the Corporation. The Treasurer, subject to the direction of the Directors, shall be in charge of general financial affairs, funds, securities, and valuable papers of the Corporation and shall keep full and accurate records thereof, shall be in charge of the Corporation's books of account and accounting records, and of the Corporation's accounting procedures. The Treasurer shall also have such other duties and powers as designated by the Directors or the President.

Section 7. Clerk. The Clerk, who shall, in the absence of a resident agent, be a resident of Massachusetts, shall act as Clerk of both the Corporation and the Board shall send appropriate notices and prepare agendas for all meetings of the Board of Directors, shall act as custodian of all records and reports, and shall be responsible for the keeping and reporting of adequate records of all meetings of the Directors. Such records shall be kept within the Commonwealth at the principal office of the Corporation shall be open at all reasonable times to inspection. Such records shall also contain: (i) records of all meetings of the incorporators; (ii) the original, or attested copies, of the Articles of Organization and Bylaws; and (iii) the names of all Directors

and the addresses of each. If the Clerk is absent from any meeting of the Directors, a temporary clerk chosen at the meeting shall exercise the duties of the Clerk at the meeting.

Section 8. Other Officers. The Board may elect other officers, in addition to those named herein above, including, without limitation, one or more vice presidents, assistant treasurers, or assistant clerks. Such officers shall have such duties and powers as shall be designated from time to time by the Board or the President and they shall be responsible to, and shall report to, the President or to such other officer as the President or the Directors shall designate. In addition, unless otherwise determined by the Board or the President, all vice presidents, assistant treasurers, and assistant clerks shall have the duties and powers herein above set forth and granted to the President, Treasurer, and Clerk, respectively, in the event of the President's, Treasurer's or Clerk's absence or in the event of inability to act.

Section 9. Additional Powers and Duties. Each officer shall, subject to these Bylaws and to any applicable provisions of law and the Articles of Organization, have, in addition to the duties specifically set forth in these Bylaws, such duties and powers as are customarily incident to the office held by such officer, and such additional duties and powers as the Directors may from time to time designate.

Section 10. Resignation, Removal, and Vacancies.

10.1. Resignation. An officer may resign by delivering such officer's written resignation to the President, Treasurer, or Clerk of the Corporation, to a meeting of the Directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

10.2. Removal. An officer may be removed with or without cause by vote of a majority of Directors then in office at any special meeting called for such purpose or at any regular meeting. An officer may be removed with cause only after reasonable notice and opportunity to be heard.

10.3. Vacancies. Notwithstanding the provisions of Section 2 of this Article, if the office of any officer becomes vacant, the Directors may elect a successor at any meeting of the Board. Each such successor shall hold office for the unexpired term, and, in the case of the President, Treasurer, and Clerk, until such officer's successor is elected and qualified, or in each case until such officer sooner dies, resigns, is removed, or becomes disqualified.

Section 11. Execution of Documents. Except as provided by law or in the Articles of Organization or as the Directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Corporation shall be signed by the President or by the Treasurer.

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Corporation by two of its officers, of whom one is the President or a Vice President, if any, and the other is the Treasurer or an Assistant Treasurer, shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument notwithstanding any inconsistent provisions of the Articles of Organization, Bylaws, resolutions or votes of the Corporation.

ARTICLE V. COMMITTEES

The President or the Board, acting through a majority, may appoint and set the duties for any standing or special committees and the chairman of such committee. At least a majority of the members of each committee shall consist of Directors. Any member of a committee may resign at any time by giving written notice to the chairperson of the committee or to the Clerk of the Corporation. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified in it. The President or the Board may remove any member of a committee. Each committee shall meet as often as is necessary to perform its duties. Notice may be given at any time and in any manner reasonably designed to inform the members of the time and place of the meeting. At a committee meeting a quorum shall be a majority of members of the committee. Each committee meeting shall have an agenda and shall submit minutes of its meeting to the Board of Directors.

ARTICLE VI. PERSONAL LIABILITY.

It is intended that the Directors and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation. Nothing contained in these Bylaws shall amend, alter, or impair any provision contained in the Articles of Organization relating to limitations of liability of Directors or officers of the Corporation to the Corporation.

ARTICLE VII. INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS.

The Corporation shall, to the extent legally permissible and only to the extent that the status of the corporation as an organization exempt under Section 501(c)(3) of the Internal Revenue Code is not affected thereby (so long as the Corporation has been recognized or is seeking recognition as an exempt organization under said section of the Internal Revenue Code), indemnify each person who may serve or who has served at any time as a trustee, director or officer of the corporation or of any of its subsidiaries, or who at the request of the corporation may serve or at any time has served as a trustee, director or officer of, or in a similar capacity with, another organization or an employee benefit plan, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative, in which such person may become involved by reason of serving

or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by the corporation or the proceeding seeks a declaratory judgment regarding his or her own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation or, to the extent such matter relates to service with respect to any employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan; and provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof have been approved by the corporation, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by the corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary with respect to a subsidiary or other organization shall be deemed to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation if he acted in good faith in the reasonable belief that his action was in the best interests of such subsidiary or organization or of the participants or beneficiaries of, or other persons with interests in, such subsidiary or organization to whom he had a fiduciary duty.

Where indemnification hereunder requires authorization or approval by the corporation, such authorization or approval shall be conclusively deemed to have been obtained, and in any case where a trustee of the corporation approves the payment of indemnification, such trustee shall be wholly protected, if:

- (i) the payment has been approved or ratified (1) by majority vote of a quorum of the trustees consisting of persons who are not at that time parties to the proceeding, or (2) by a majority vote of a committee of one or more trustees who are not at that time parties to the proceeding and are selected for this purpose by the full board (in which selection trustees who are parties may participate); or
- (ii) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the corporation) appointed for the purpose by vote of the trustees or in the manner specified in clauses (1) or (2) of subparagraph (i); or
- (iii) the payment is approved by a court of competent jurisdiction; or
- (iv) the trustees have otherwise acted in accordance with the applicable legal standard of conduct.

Any indemnification or advance of expenses under this section shall be paid promptly, and in any event within 30 days, after the receipt by the corporation of a written request therefor from the person to be indemnified, unless with respect to a claim for indemnification the corporation shall have determined that the person is not entitled to indemnification. If the corporation denies the request or if payment is not made within such 30-day period, the person seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action. Unless otherwise provided by law, the burden of proving that the person is not entitled to indemnification shall be on the corporation.

The right of indemnification under this section shall be a contract right inuring to the benefit of the trustees, directors, officers and other persons entitled to be indemnified hereunder and no amendment or repeal of this section shall adversely affect any right of such trustee, director, officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a trustee, director, officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the corporation apply to the trustees, directors, officers and other persons associated with constituent corporations that have been merged into or consolidated with the corporation who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the corporation.

The right of indemnification under this section shall be in addition to, and not exclusive of, all other rights to which such trustee, director, officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which corporation employees or agents, other than trustees, directors, officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

ARTICLE VIII. CONFLICT OF INTEREST.

Members of the Board of Directors shall not have any undisclosed conflicts of interest with the Corporation. Any conflict of interest on the part of any Director shall be disclosed to the other Directors and made a matter of record when any matter to which the interest relates becomes the subject of action by such Board. Any Director having a conflict of interest with respect to any matter shall neither vote nor use his or her personal influence on the matter, and such Director shall not be counted in determining the quorum for any action of such matter. The minutes of the meeting shall reflect the disclosure of the interest, the abstention from voting, and the quorum situation. The foregoing requirements shall not be construed as preventing the Director from briefly stating his position on the matter before the Board or committee, nor from answering pertinent questions of other members of the Board or committee since his knowledge may be of great assistance.

ARTICLE IX. AMENDMENTS.

The Board of Directors may, from time to time, alter, amend or repeal in whole or in part the Bylaws of this Corporation.

ARTICLE X. PROVISIONS OF LAW.

These Bylaws shall be subject to such provisions of the statutory and common law of the Commonwealth of Massachusetts as may be applicable to corporations organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts. References herein to provisions of law shall be deemed to be references to the aforesaid provisions of law. All references in these Bylaws to such provisions of law shall be construed to refer to such provisions as from time to time amended.

ARTICLE XI. ARTICLES OF ORGANIZATION.

These Bylaws shall be subject to the Articles of Organization of the Corporation. All references in these Bylaws to the Articles of Organization shall be construed to mean the Articles of Organization of the Corporation as from time to time amended or restated.

* * *

Amendments:

Date _____
Date _____
Date _____
Date _____
Date _____
Date _____
Date _____

Article ____ Section
Article ____ Section
Article ____ Section
Article ____ Section
Article ____ Section
Article ____ Section
Article ____ Section

AMENDED ARTICLES OF ORGANIZATION
(Exhibit 1.7)

This exhibit must be completed and attached to a required document (if applicable) and submitted as part of the application.

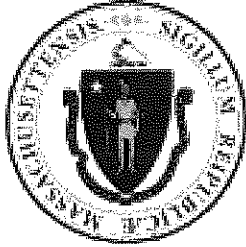
Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Please check box if articles have changed since Phase 1:

YES

NO



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Articles of Organization

(General Laws, Chapter 180)

Federal Employer Identification Number: 462680110 (must be 9 digits)**ARTICLE I**

The exact name of the corporation is:

IN GOOD HEALTH, INC.**ARTICLE II**

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

THE PURPOSE OF THE CORPORATION IS TO PROMOTE ACCESS TO HEALTH CARE AND ENGAGE IN ANY ACTIVITY IN WHICH A CORPORATION ORGANIZED UNDER CHAPTER 180 OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

ARTICLE III

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

THE CORPORATION SHALL HAVE NO MEMBERS.

ARTICLE IV

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

(If there are no provisions state "NONE")

IN GOOD HEALTH ARTICLES OF ORGANIZATION ATTACHMENT 4A - 4G 4. OTHER LAWFUL PROVISIONS: 1. THE CORPORATION SHALL HAVE, AND MAY EXERCISE IN FURTHERANCE OF ITS CORPORATE PURPOSES, THE FOLLOWING POWERS: (A) THE CORPORATION SHALL HAVE PERPETUAL SUCCESSION IN ITS CORPORATE NAME. (B) THE CORPORATION MAY SUE AND BE SUED. (C) THE CORPORATION MAY HAVE A CORPORATE SEAL WHICH IT MAY ALTER AT ITS PLEASURE. (D) THE CORPORATION MAY ELECT OR APPOINT DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS, FIX THEIR COMPENSATION AND DEFINE THEIR DUTIES AND OBLIGATIONS. (E) THE CORPORATION MAY PURCHASE, RECEIVE OR TAKE BY GRANT, GIFT, DEVISE, BEQUEST OR OTHERWISE, LEASE, OR OTHERWISE ACQUIRE, OWN, HOLD, IMPROVE, EMPLOY, USE AND OTHERWISE DEAL IN AND WITH, REAL OR PERSONAL PROPERTY, OR ANY INTEREST THEREIN, WHEREVER SITUATED, IN AN UNLIMITED AMOUNT. (F) THE CORPORATION MAY MAKE DONATIONS IN SUCH AMOUNTS AS THE DIRECTORS SHALL DETERMINE, IRRESPECTIVE OF CORPORATE BENEFIT, FOR THE PUBLIC WELFARE, OR

FOR COMMUNITY FUND, CHARITABLE, EDUCATIONAL OR CIVIC PURPOSES. (G) THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE OR ACTIVITY WHICH IT WOULD HAVE POWER TO CONDUCT BY ITSELF. (H) THE CORPORATION MAY BE AN INCORPORATOR OF OTHER CORPORATIONS OF ANY TYPE OR KIND. (I) THE CORPORATION MAY SELL, CONVEY, LEASE, EXCHANGE, TRANSFER OR OTHERWISE DISPOSE OF, OR MORTGAGE, PLEDGE, ENCUMBER OR CREATE A SECURITY INTEREST IN, ALL OR ANY OF ITS PROPERTY, OR ANY INTEREST THEREIN, WHEREVER SITUATED. (J) THE CORPORATION MAY PURCHASE, TAKE, RECEIVE, SUBSCRIBE FOR, OR OTHERWISE ACQUIRE, OWN, HOLD, VOTE, EMPLOY, SELL, LEND, LEASE, EXCHANGE, TRANSFER, OR OTHERWISE DISPOSE OF, MORTGAGE, PLEDGE, USE AND OTHERWISE DEAL IN AND WITH, BONDS AND OTHER OBLIGATIONS, SHARES, OR OTHER SECURITIES OR INTERESTS ISSUED BY OTHERS, WHETHER ENGAGED IN SIMILAR OR DIFFERENT BUSINESS, GOVERNMENTAL, OR OTHER ACTIVITIES. (K) THE CORPORATION MAY LEND MONEY, INVEST AND REINVEST ITS FUNDS, AND TAKE AND HOLD REAL AND PERSONAL PROPERTY AS SECURITY FOR THE PAYMENT OF FUNDS SO LOANED OR INVESTED. (L) THE CORPORATION MAY PAY PENSIONS, ESTABLISH AND CARRY OUT PENSION, SAVINGS, THRIFT AND OTHER RETIREMENT AND BENEFIT PLANS, TRUSTS AND PROVISIONS FOR ANY OR ALL OF ITS DIRECTORS, OFFICERS AND EMPLOYEES. (M) THE CORPORATION MAY MAKE CONTRACTS, GIVE GUARANTEES, INCUR LIABILITIES, BORROW MONEY AT SUCH RATES OF INTEREST AS THE CORPORATION MAY DETERMINE, ISSUE ITS NOTES, BONDS AND OTHER OBLIGATIONS AND SECURE ANY OF ITS OBLIGATIONS BY MORTGAGE, PLEDGE, OR ENCUMBRANCE OF, OR SECURITY INTEREST IN, ALL OR ANY OF ITS PROPERTY OR ANY INTEREST THEREIN, WHEREVER SITUATED. (N) THE CORPORATION MAY DO BUSINESS, CARRY ON ITS OPERATIONS, AND HAVE OFFICES AND EXERCISE ALL THE POWERS GRANTED BY MASSACHUSETTS GENERAL LAWS, CHAPTER 180, AS NOW IN FORCE OR AS HEREAFTER AMENDED, IN ANY JURISDICTION WITHIN OR WITHOUT THE UNITED STATES. (O) THE CORPORATION MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS A DIRECTOR, OFFICER, EMPLOYEE OR OTHER AGENT OF THE CORPORATION, OR IS OR WAS SERVING AT THE REQUEST OF THE CORPORATION AS A DIRECTOR, OFFICER, EMPLOYEE OR OTHER AGENT OF ANOTHER ORGANIZATION IN WHICH IT HAS AN INTEREST, AGAINST ANY LIABILITY INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS SUCH, WHETHER OR NOT THE CORPORATION WOULD HAVE THE POWER TO INDEMNIFY. 2. MEETINGS OF THE DIRECTORS MAY BE HELD ANYWHERE IN THE UNITED STATES. 3. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS OF THE CORPORATION IN WHOLE OR IN PART. 4. THE CORPORATION MAY HAVE AND EXERCISE ALL POWERS NECESSARY OR CONVENIENT TO EFFECT ANY OR ALL OF THE PURPOSES FOR WHICH THE CORPORATION IS FORMED, PROVIDED THAT NO SUCH POWER SHALL BE EXERCISED IN A MANNER INCONSISTENT WITH MASSACHUSETTS GENERAL LAWS, CHAPTER 180, AS NOW IN FORCE OR HEREAFTER AMENDED, OR WHICH IS UNLAWFUL UNDER ANY OTHER CHAPTER OF THE GENERAL LAWS OF THE COMMONWEALTH. 5. NO DIRECTOR OR OFFICER SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS DIRECTORS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN DIRECTOR OR OFFICER NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, EXCEPT THAT, TO THE EXTENT EXISTING OR FUTURE APPLICABLE LAW PROVIDES THAT THE FOLLOWING LIABILITY MAY NOT BE ELIMINATED OR LIMITED, THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN DIRECTOR OR OFFICER FOR ANY OF THE FOLLOWING ACTS: (I) BREACH OF THE DIRECTOR'S OR OFFICER'S DUTY OF LOYALTY TO THE CORPORATION, (II) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW OR (III) A TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF AN DIRECTOR OR OFFICER FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OR OFFICER OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL. 6. NO PERSON SHALL BE DISQUALIFIED FROM HOLDING ANY

OFFICE BY REASON OF ANY INTEREST. IN THE ABSENCE OF FRAUD, ANY DIRECTOR OR OFFICER OF THIS CORPORATION, OR ANY CONCERN IN WHICH ANY SUCH DIRECTOR OR OFFICER HAS ANY INTEREST, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY SUCH CONCERN, MAY BE A PARTY TO, OR MAY BE PECUNIARILY OR OTHERWISE INTERESTED IN, ANY CONTRACT, TRANSACTION OR OTHER ACT (COLLECTIVELY CALLED A "TRANSACTION") OF THIS CORPORATION, AND (I) SUCH TRANSACTION SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THAT FACT; AND (II) NO SUCH DIRECTOR, OFFICER, MEMBER, CONCERN OR INDIVIDUAL SHALL BE LIABLE TO ACCOUNT TO THIS CORPORATION FOR ANY PROFIT OR BENEFIT REALIZED THROUGH ANY SUCH TRANSACTION; PROVIDED HOWEVER, THAT SUCH TRANSACTION EITHER WAS FAIR AT THE TIME IT WAS ENTERED INTO OR IS AUTHORIZED OR RATIFIED BY A MAJORITY OF THE DIRECTORS WHO ARE NOT SO INTERESTED AND TO WHOM THE NATURE OF SUCH INTEREST HAS BEEN DISCLOSED AND WHO HAVE MADE ANY FINDINGS REQUIRED BY LAW. EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY LAW, ANY INTERESTED DIRECTOR OR MEMBER OF THIS CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING AT WHICH SUCH TRANSACTION SHALL BE AUTHORIZED AND MAY VOTE TO AUTHORIZE SUCH TRANSACTION. FOR THE PURPOSES OF THIS SECTION, THE TERM "INTEREST" SHALL INCLUDE PERSONAL INTEREST AND ALSO INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN AND THE TERM "CONCERN" SHALL MEAN ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. 7. THE DIRECTORS AND OFFICERS OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBT, LIABILITY OR OBLIGATION OF THE CORPORATION. ALL PERSONS, CORPORATIONS OR OTHER ENTITIES EXTENDING CREDIT TO, CONTRACTING WITH, OR HAVING ANY CLAIM AGAINST, THE CORPORATION, MAY LOOK ONLY TO THE FUNDS AND PROPERTY OF THE CORPORATION FOR THE PAYMENT OF ANY SUCH CONTRACT OR CLAIM, OR FOR THE PAYMENT OF ANY DEBT, DAMAGES, JUDGMENT OR DECREE, OR OF ANY MONEY THAT MAY OTHERWISE BECOME DUE OR PAYABLE TO THEM FROM THE CORPORATION. 8. NEITHER ANY AMENDMENT NOR REPEAL OF THIS ARTICLE IV, NOR THE ADOPTION OF ANY PROVISION OF THE CORPORATION'S ARTICLES OF ORGANIZATION INCONSISTENT WITH THIS ARTICLE IV, SHALL ELIMINATE OR REDUCE THE EFFECT OF THIS ARTICLE IV IN RESPECT OF ANY MATTER OCCURRING, OR ANY ACTION OR PROCEEDING ACCRUING OR ARISING OR THAT, BUT FOR THIS ARTICLE IV, WOULD ACCRUE OR ARISE, PRIOR TO SUCH AMENDMENT, REPEAL OR ADOPTION OF AN INCONSISTENT PROVISION. 9. NO PERSON SHALL BE DISQUALIFIED FROM HOLDING ANY OFFICE BY REASON OF ANY INTEREST IN THE CORPORATION. IN THE ABSENCE OF FRAUD, ANY DIRECTOR OR OFFICER OF THE CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN IN WHICH ANY DIRECTORS, OFFICERS OR INDIVIDUALS HAVE ANY INTEREST, MAY, UNLESS OTHERWISE DETERMINED BY DIRECTORS, BE A PARTY TO, OR MAY BE PECUNIARILY OR OTHERWISE INTERESTED IN, ANY CONTRACT TRANSACTION OR OTHER ACTION OF THE CORPORATION, AND (A) SUCH CONTRACT, TRANSACTION OR ACT SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THAT FACT; (B) NO SUCH DIRECTOR, OFFICER OR OTHER INDIVIDUAL SHALL BE LIABLE TO ACCOUNT TO THIS CORPORATION FOR ANY PROFIT OR BENEFIT REALIZED THROUGH ANY SUCH CONTRACT, TRANSACTION OR ACT; (C) UNLESS OTHERWISE DETERMINED BY THE DIRECTORS, ANY SUCH DIRECTOR OF THE CORPORATION MAY BE COUNTED IN DETERMINING THE EXISTENCE OF A QUORUM AT ANY MEETING OF THE DIRECTORS OR ANY COMMITTEE THEREOF WHICH SHALL AUTHORIZE ANY SUCH CONTRACT, TRANSACTION OR ACT, AND VOTE TO AUTHORIZE THE SAME; AND (D) ANY DIRECTOR MAY ASK FOR A VOTE TO BE TAKEN BY THE NON-INTERESTED DIRECTORS AND EXCLUDE ANY DIRECTOR WHO HAS A POTENTIAL CONFLICT FROM PARTICIPATING IN SUCH DISCUSSION OR VOTE, AND FROM BEING COUNTED TO DETERMINE THE EXISTENCE OF A QUORUM IN CONNECTION WITH SUCH VOTE. AS USED HEREIN, THE TERM "INTEREST" INCLUDES PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER,

SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN; AND THE TERM "CONCERN" MEANS CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. 10. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS A TRUSTEE, DIRECTOR OR OFFICER OF THE CORPORATION OR OF ANY OF ITS SUBSIDIARIES, OR WHO AT THE REQUEST OF THE CORPORATION MAY SERVE OR AT ANY TIME HAS SERVED AS A TRUSTEE, DIRECTOR OR OFFICER OF, OR IN A SIMILAR CAPACITY WITH, ANOTHER ORGANIZATION OR AN EMPLOYEE BENEFIT PLAN, AGAINST ALL EXPENSES AND LIABILITIES (INCLUDING COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND AMOUNTS PAYABLE IN SETTLEMENTS) REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR OTHER PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, IN WHICH SUCH PERSON MAY BECOME INVOLVED BY REASON OF SERVING OR HAVING SERVED IN SUCH CAPACITY (OTHER THAN A PROCEEDING VOLUNTARILY INITIATED BY SUCH PERSON UNLESS HE OR SHE IS SUCCESSFUL ON THE MERITS, THE PROCEEDING WAS AUTHORIZED BY THE CORPORATION OR THE PROCEEDING SEEKS A DECLARATORY JUDGMENT REGARDING HIS OR HER OWN CONDUCT); PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS OR HER ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION OR, TO THE EXTENT SUCH MATTER RELATES TO SERVICE WITH RESPECT TO ANY EMPLOYEE BENEFIT PLAN, IN THE BEST INTEREST OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPLOYEE BENEFIT PLAN; AND PROVIDED, FURTHER, THAT AS TO ANY MATTER DISPOSED OF BY A COMPROMISE PAYMENT BY SUCH PERSON, PURSUANT TO A CONSENT DECREE OR OTHERWISE, THE PAYMENT AND INDEMNIFICATION THEREOF HAVE BEEN APPROVED BY THE CORPORATION, WHICH APPROVAL SHALL NOT UNREASONABLY BE WITHHELD, OR BY A COURT OF COMPETENT JURISDICTION. SUCH INDEMNIFICATION SHALL INCLUDE PAYMENT BY THE CORPORATION OF EXPENSES INCURRED IN DEFENDING A CIVIL OR CRIMINAL ACTION OR PROCEEDING IN ADVANCE OF THE FINAL DISPOSITION OF SUCH ACTION OR PROCEEDING, UPON RECEIPT OF AN UNDERTAKING BY THE PERSON INDEMNIFIED TO REPAY SUCH PAYMENT IF HE OR SHE SHALL BE ADJUDICATED TO BE NOT ENTITLED TO INDEMNIFICATION UNDER THIS SECTION, WHICH UNDERTAKING MAY BE ACCEPTED WITHOUT REGARD TO THE FINANCIAL ABILITY OF SUCH PERSON TO MAKE REPAYMENT. A PERSON ENTITLED TO INDEMNIFICATION HEREUNDER WHOSE DUTIES INCLUDE SERVICE OR RESPONSIBILITIES AS A FIDUCIARY WITH RESPECT TO A SUBSIDIARY OR OTHER ORGANIZATION SHALL BE DEEMED TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION IF HE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF SUCH SUBSIDIARY OR ORGANIZATION OR OF THE PARTICIPANTS OR BENEFICIARIES OF, OR OTHER PERSONS WITH INTERESTS IN, SUCH SUBSIDIARY OR ORGANIZATION TO WHOM HE HAD A FIDUCIARY DUTY. WHERE INDEMNIFICATION HEREUNDER REQUIRES AUTHORIZATION OR APPROVAL BY THE CORPORATION, SUCH AUTHORIZATION OR APPROVAL SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN OBTAINED, AND IN ANY CASE WHERE A TRUSTEE OF THE CORPORATION APPROVES THE PAYMENT OF INDEMNIFICATION, SUCH TRUSTEE SHALL BE WHOLLY PROTECTED, IF: (I) THE PAYMENT HAS BEEN APPROVED OR RATIFIED (1) BY MAJORITY VOTE OF A QUORUM OF THE TRUSTEES CONSISTING OF PERSONS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING, OR (2) BY A MAJORITY VOTE OF A COMMITTEE OF ONE OR MORE TRUSTEES WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING AND ARE SELECTED FOR THIS PURPOSE BY THE FULL BOARD (IN WHICH SELECTION TRUSTEES WHO ARE PARTIES MAY PARTICIPATE); OR (II) THE ACTION IS TAKEN IN RELIANCE UPON THE OPINION OF INDEPENDENT LEGAL COUNSEL (WHO MAY BE COUNSEL TO THE CORPORATION) APPOINTED FOR THE PURPOSE BY VOTE OF THE

TRUSTEES OR IN THE MANNER SPECIFIED IN CLAUSES (1) OR (2) OF SUBPARAGRAPH (I); OR (III) THE PAYMENT IS APPROVED BY A COURT OF COMPETENT JURISDICTION; OR (IV) THE TRUSTEES HAVE OTHERWISE ACTED IN ACCORDANCE WITH THE APPLICABLE LEGAL STANDARD OF CONDUCT. ANY INDEMNIFICATION OR ADVANCE OF EXPENSES UNDER THIS SECTION SHALL BE PAID PROMPTLY, AND IN ANY EVENT WITHIN 30 DAYS, AFTER THE RECEIPT BY THE CORPORATION OF A WRITTEN REQUEST THEREFORE FROM THE PERSON TO BE INDEMNIFIED, UNLESS WITH RESPECT TO A CLAIM FOR INDEMNIFICATION THE CORPORATION SHALL HAVE DETERMINED THAT THE PERSON IS NOT ENTITLED TO INDEMNIFICATION. IF THE CORPORATION DENIES THE REQUEST OR IF PAYMENT IS NOT MADE WITHIN SUCH 30-DAY PERIOD, THE PERSON SEEKING TO BE INDEMNIFIED MAY AT ANY TIME THEREAFTER SEEK TO ENFORCE HIS OR HER RIGHTS HEREUNDER IN A COURT OF COMPETENT JURISDICTION AND, IF SUCCESSFUL IN WHOLE OR IN PART, HE OR SHE SHALL BE ENTITLED ALSO TO INDEMNIFICATION FOR THE EXPENSES OF PROSECUTING SUCH ACTION. UNLESS OTHERWISE PROVIDED BY LAW, THE BURDEN OF PROVING THAT THE PERSON IS NOT ENTITLED TO INDEMNIFICATION SHALL BE ON THE CORPORATION. THE RIGHT OF INDEMNIFICATION UNDER THIS SECTION SHALL BE A CONTRACT RIGHT INURING TO THE BENEFIT OF THE TRUSTEES, DIRECTORS, OFFICERS AND OTHER PERSONS ENTITLED TO BE INDEMNIFIED HEREUNDER AND NO AMENDMENT OR REPEAL OF THIS SECTION SHALL ADVERSELY AFFECT ANY RIGHT OF SUCH TRUSTEE, DIRECTOR, OFFICER OR OTHER PERSON EXISTING AT THE TIME OF SUCH AMENDMENT OR REPEAL. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF A TRUSTEE, DIRECTOR, OFFICER OR OTHER PERSON ENTITLED TO INDEMNIFICATION HEREUNDER. THE INDEMNIFICATION PROVIDED HEREUNDER MAY, TO THE EXTENT AUTHORIZED BY THE CORPORATION APPLY TO THE TRUSTEES, DIRECTORS, OFFICERS AND OTHER PERSONS ASSOCIATED WITH CONSTITUENT CORPORATIONS THAT HAVE BEEN MERGED INTO OR CONSOLIDATED WITH THE CORPORATION WHO WOULD HAVE BEEN ENTITLED TO INDEMNIFICATION HEREUNDER HAD THEY SERVED IN SUCH CAPACITY WITH OR AT THE REQUEST OF THE CORPORATION. THE RIGHT OF INDEMNIFICATION UNDER THIS SECTION SHALL BE IN ADDITION TO, AND NOT EXCLUSIVE OF, ALL OTHER RIGHTS TO WHICH SUCH TRUSTEE, DIRECTOR, OFFICER OR OTHER PERSONS MAY BE ENTITLED. NOTHING CONTAINED IN THIS SECTION SHALL AFFECT ANY RIGHTS TO INDEMNIFICATION TO WHICH CORPORATION EMPLOYEES OR AGENTS, OTHER THAN TRUSTEES, DIRECTORS, OFFICERS AND OTHER PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER, MAY BE ENTITLED BY CONTRACT OR OTHERWISE BY LAW.

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

ARTICLE V

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

ARTICLE VI

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

05/02/2013

ARTICLE VII

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

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

No. and Street: ONE HUNTINGTON AVE
#604
 City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	DOUGLAS B. NOBLE	60 NEW DRIFTWAY, #12 SCITUATE, MA 02066 USA 60 NEW DRIFTWAY, #12 SCITUATE, MA 02066 USA	May 2015
TREASURER	ANDREA L. NOBLE	ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA	May 2015
CLERK	ANDREA L. NOBLE	ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA	May 2015
DIRECTOR	DOUGLAS B. NOBLE	60 NEW DRIFTWAY, #12 SCITUATE, MA 02066 USA 60 NEW DRIFTWAY, #12 SCITUATE, MA 02066 USA	May 2015
DIRECTOR	ANDREA L. NOBLE	ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA	May 2015
DIRECTOR	DAVID B. NOBLE	22 RIVERVIEW PLACE SCITUATE, MA 02066 USA 22 RIVERVIEW PLACE SCITUATE, MA 02066 USA	May 2015

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
 December

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

Name:
 No. and Street:
 City or Town: State: Zip: Country:

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:
DOUGLAS B. NOBLE, 60 NEW DRIFTWAY, #12, SCITUATE, MA 02066 ANDREA L. NOBLE, ONE HUNTINGTON AVE, #604, BOSTON, MA 02116 DAVID B. NOBLE, 22 RIVERVIEW PLACE, SCITUATE, MA 02066

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 2 Day of May, 2013. (If an existing corporation is acting as incorporator, type in the

ORIGINAL

exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

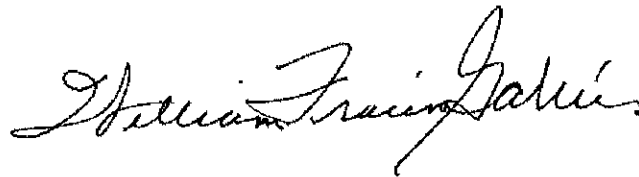
DOUGLAS B. NOBLE, 60 NEW DRIFTWAY, #12, SCITUATE, MA 02066 ANDREA L. NOBLE, ONE HUNTINGTON AVE,

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THE COMMONWEALTH OF MASSACHUSETTS

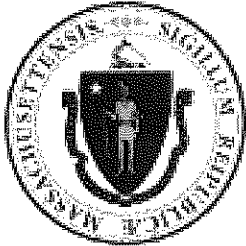
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

May 02, 2013 12:19 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Certificate of Change of Directors or Officers of Non-Profit Corporations

(General Laws, Chapter 180, Section 6D)

Federal Employer Identification Number: 462680110 (must be 9 digits)

I, ANDREA L. NOBLE Clerk Assistant Clerk ,

of IN GOOD HEALTH, INC.

having a principal office at: ONE HUNTINGTON AVE #604 BOSTON , MA 02116 USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows: (Please provide the name and residential street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any additional officers of the corporation.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	DAVID B. NOBLE	22 RIVERVIEW PLACE SCITUATE, MA 02066 USA	May 2015
TREASURER	ANDREA L. NOBLE	ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA	May 2015
CLERK	ANDREA L. NOBLE	ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA	May 2015
DIRECTOR	ANDREA L. NOBLE	ONE HUNTINGTON AVE, #604 BOSTON, MA 02116 USA	May 2015
DIRECTOR	DAVID B. NOBLE	22 RIVERVIEW PLACE SCITUATE, MA 02066 USA	May 2015

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of October, 2013,
ANDREA L. NOBLE , Signature of Applicant.

**PARENT OR SUBSIDIARY CORPORATIONS
(Exhibit 1.8) NOT APPLICABLE**

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

	Corporation Name	Chief Executive Officer	CEO Business Phone & Email	Corporation's Board Officers	Corporate Relationship to Applicant
1	Not Applicable (N/A)	N/A	N/A	President/Chair: Treasurer: Clerk/Secretary:	N/A
2				President/Chair: Treasurer: Clerk/Secretary:	
3				President/Chair: Treasurer: Clerk/Secretary:	
4				President/Chair: Treasurer: Clerk/Secretary:	
5				President/Chair: Treasurer: Clerk/Secretary:	

**REFERENCES
(Exhibit 1.9)**

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Name of Reference	Business Phone & Email	Relationship to Applicant	Dates of Relationship
1 Ryan Stadelmann	Business Phone: 781-243-9674 Business Email: rstadelmann@medline.com	Worked with Mr. Noble as a vendor	2001-present
2 Bruce Baron	Business Phone: 617-309-0803 Business Email: bruce.baron@voicefriend.net	Business Associate	2012-present
3 Jeffrey Goldshine	Business Phone: 781-983-1468 Business Email: goldshine1@mc.com	Employer	June, 2000 – June, 2011

**EXECUTIVE MANAGEMENT TEAM
(Exhibit 2.1)**

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

	Management Role	Name	Date of Birth	Business Email and Phone Number	Business Address
1	Chief Executive Officer/Executive Director	David B. Noble	[REDACTED]	Business Phone: (617) 869-1855 Business Email: dbn1977@gmail.com	22 Riverview Place, Scituate, MA 02066
2	Chief Financial Officer/Director of Finance	Barry E. Kirshner	[REDACTED]	Business Phone: (617) 699-9989 Business Email: Barry.kirshner@gmail.com	15 Thorny Lea Road, Sharon, MA 02067
3	Chief Operations Officer/Director of Operations	Barry E. Kirshner	[REDACTED]	Business Phone: (617) 699-9989 Business Email: Barry.kirshner@gmail.com	15 Thorny Lea Road, Sharon, MA 02067
4	Other (specify)				
5	Other(specify)				
6	Other(specify)				

RESUMES FOR EXECUTIVE MANAGEMENT TEAM (Exhibit2.2)

This exhibit must be completed and attached to the required documents and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

List the résumés attached:

	Title	Name
1	Chief Executive Officer/ Executive Director	David B. Noble
2	Chief Financial Officer/Director of Finance	Barry E. Kirshner, CPA
3	Chief Operations Officer/Director of Operations/Other	Barry E. Kirshner, CPA
4	Other (specify)	
5	Other(specify)	
6	Other(specify)	

David Benjamin Noble
 22 Riverview Place
 Scituate, MA 02066
DBN1977@gmail.com ~ (617) 869-1855

EDUCATION

Suffolk University	Boston, MA
Bachelor of Science, Business Management	May 2000

PROFESSIONAL EXPERIENCE

Invacare Outcomes Management	Norwood, MA
Key Account Manager Northeast	June 2007 to present

- Responsible for identifying Long Term Care and Hospice agencies throughout the Northeast for potential customers. This included prospecting, meeting, evaluating, negotiating terms and contracts and setting up roll out plans for facilities and equipment.
- Responsible for maintaining my customers through relationship building and quarterly business review meetings. This includes compliance meetings and providing data to customers on cost savings per quarter and overall performance.

Commonwealth Communities Management	Stoughton, MA
Licensed Nursing Home administrator	June 2000 to June 2007

- Responsible for running Braintree Manor Skilled Nursing and Rehab Center. Responsibilities included managing the health and well being of the 164 residents of the facility. Also over see all Department of Public Health regulations and Life Safety regulations for the facility. Responsible for the financial performance and expenses for the facility. Responsible for managing 250 employees. Responsible for the overall compliance and destruction of narcotics in compliance with state regulations.

NON PROFIT EXPERIENCE

The Educe Foundation	Present
Director	

- The Educe Foundation which grants scholarships to graduating students in Massachusetts.

VOLUNTEER EXPERIENCE

Scituate Youth Baseball Coach	2012-Present
Scituate Youth Basketball Coach	2010-Present

15 Thorny Lea Rd Sharon Ma 02067
 Barry.kirshner@gmail.com
 617-698-9989

Barry Kirshner CPA MST

Experience 2007-Present

Investor and limited part time volunteer/consultant for startup companies, as part of a group of investors, in various ventures. Including manufacturing, restaurant, and service company.

1986-2006

Xcel Plastics Corp

Peabody MA

President (CEO)

- Managed all aspects of failing plastics startup manufacturing company and turned company around to profitability
- Grew the revenues to over 8 mill with over 100 employees. In 100,000 sq ft factory
 Instituted total recycling program where all scrap plastics which, including PVS, ABS, and Polypropylene plastics, were sold to recycler's to be used in other products, thus insuring no plastic ever went to a land fill
- Purchased a total recycling line for plastics we could use in our own process to reduce product costs
- Insured that all hazardous wastes of machine oils for extruders and shop rags were properly disposed of to Safety Kleen, a national company, certified and licensed by federal and state agencies, and kept signed records of all transactions.
- Set up cost system for all products and discontinued non profitable items
- Set up budgets and goals for all departments
- Set up manufacturing controls to account and reduce waste and scrap.
- Negotiated prices for all major vendors
- Supervised all payroll needs including timely payments of all taxes
- Wrote and implemented company handbook to comply with all federal and state requirements
- Built customer base by travelling and having direct contact with all major customers
- Oversaw accounting dept, accounts payable, accounts receivable, human resource, engineering and manufacturing
- Installed and implemented computer systems, for all accounting and manufacturing functions including, costing, MRP, and scheduling

1981-1986

Barrow Industries

Canton Ma

CFO/ Senior VP of Finance

- Managed all financial aspects and budgets of over \$40mil multi location national fabric disturber and converter.
- Bought and traded currency future contracts for overseas suppliers.
- Instituted and audited written internal control systems, thus reducing theft and shrinkage.
- Automated cash management systems for all locations by centralizing banking controls for all locations to home office, thus increasing timeliness of cash management
- Managed and integrated acquisition made into parent company.
- Set up costing procedures and efficiency reporting for manufacturing subsidiary
- Prepared and managed Company Budgets and reviewed performance with dept heads
- Negotiated with commercial lenders for working capital needs, internal growth requirements, and merger and

acquisitions financing .

- Prepared all monthly reports to lending Banks to assure compliance with loan documents and covenants

1978-1981

Theodore Samet & Company CPA'S

Chestnut Hill Ma

- Supervised certified audits which included , internal control testing and financial statement accuracy
- Prepared Audit reports for clients and third parties
- Wrote management letters for improvements in Internal controls and cost effective use of information technology and reviewed findings with senior management
- Prepared Tax returns, tax planning, and tax research for clients

1974-1977

Starr Finer Starr CPA's

Boston Ma

- Senior accountant for audit and tax preparation and compliance.
- Performed audit procedures for certified audits and internal controls

Education

1979

Bentley University

Waltham, MA

Master of Science Taxation

One of the first class to graduate from this new program

1973

Ithaca College

Ithaca NY

Bachelor of Science. Cum Laude Accounting

Recipient of Harris, Kerr forester scholarship for academic achievement

Elected to Delta Mu Delta Honor society in Business Administration

Licensed Certified Public Accountant Commonwealth of Massachusetts
Notary Public Commonwealth of Massachusetts

Member American Institute of Certified Public Accountants
Massachusetts Society of Certified Public Accountants

Other Interests

Founding Member of United States Holocaust Museum Washington DC

Served on Board of Directors of Boston Chapter of Weizmann institute of Science

Served on Board of Directors of Temple Israel Brotherhood

Proficient in conversational Italian

Enjoy movies, restaurants, and wine.

EVIDENCE OF CAPITAL
(Exhibit4.1)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Total Capital needed for this application: \$500,000

Attach one-page bank statement.



ORIGINAL

Prudential Office

T: 617.536.1604 F: 617.536.1650
800.894.0300

November 12, 2013

To Whom It May Concern:

I am writing to state that the Company, In Good Health Inc., has a business checking account with Peoples United Bank. The account number to this account is [REDACTED] and on this date the balance on this account is \$523,868.00.

Best Regards,

A handwritten signature in cursive script that reads "Margaret A. Fuller".

Margaret A. Fuller
Peoples United Bank
Financial Services Manager

INDIVIDUALS CONTRIBUTING 5% OR MORE OF INITIAL CAPITAL
(Exhibit 4.2)

This exhibit must be completed and submitted as part of the application.

Application # (if more than one): _____

Corporation Name: In Good Health, Inc.

	Name	Business Address	\$ amount and % of Initial Capital Provided	Type of Contribution (cash, land, building, in-kind)	Role in Dispensary Operations	Terms of Agreement (if any)
1	Andrea L. Noble	One Huntington Avenue, Apt. 604, Boston, MA 02116	\$ 1,000,000 100%	Cash	Board Director, Director of Patient Services and Training	No equity stake in the business; Repayment terms for this loan include interest only at 15% and principal reduction as In Good Health, Inc. is able to make payments; the entire principal shall be repaid no later than ten years from the origination date.
2			\$ %			
3			\$ %			

CAPITAL EXPENSES
(Exhibit 4.3)

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

	Expense Type	Costs	Explanation of Expense
	Planning and Development		
1	Architect and design fees	\$25,000	DiGiorgio Associates of Boston – architectural fees
2	Environmental survey	\$0	Note applicable - responsibility of landlord
3	Permits and Fees	\$12,000	Building permits, DPH plan review, and insurance/bonds for construction
4	Security assessment	\$0	
5	Land/building cost	\$0	
6	Site clean-up and preparation	\$0	
7	Legal	\$10,000	Local attorney fees
	<u>Subtotal</u>	\$47,000	
	Build-out Costs		
1	Construction expenses	\$45,000	General conditions and contractor's fees
2	Painting and finishes	\$41,000	Include acoustic and GWB ceilings, partitions, flooring, painting and casework
3	Security system	\$3,100	Low voltage wiring
4	Landscape work	\$0	Responsibility of landlord
5	Parking facility	\$5,000	Minimal patching, line painting and handicap ramps
6	Other- describe	\$ 39,000	Electrical costs including wiring interior/exterior lighting, , and mechanical doors
7	HVAC	\$62,000	Heating, A/C, Dehumidification, Carbon Emissions
8	Doors and Glass	\$11,500	Costs include interior doors, glazing, security hardware and security windows,
9	Masonry	\$2,500	Relocate garage door
10	Insulation	\$5,000	Acoustic/ thermal moisture protection
11	Fire Protection	\$9,000	Relocate sprinkler Heads
12	Plumbing	\$6,000	Additional sinks and kitchen
	<u>Subtotal</u>	\$229,100	
	Equipment Costs		
1	Cultivation equipment	\$7,500	Pots, table, trays, miscellaneous items
2	Furniture and storage needs	\$6,500	Desk, chairs, tables, lockers, cabinets, etc.
3	Computer equipment	\$4,500	Desktop, laptops, tablets and printers
4	HVAC	\$23,000	Air handler
5	Kitchen/food prep equipment	\$9,000	Refrigerator, freezer stove/oven, tables, Extractor ,misc items
6	Generator	\$27,000	Backup for generator for the facility
7	Security	\$7,500	Cameras interior/exterior
	<u>Subtotal</u>	\$85,000	
	Total capital costs	\$361,100	

YEAR-ONE OPERATING BUDGET
(Exhibit 4.4)

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Budget Period: 08/01/14 to 07/31/15

Projected Number of Patients: 500 and Number of Visits: 3, 000

		Year ONE Budget	Budget Notes ⁱ
REVENUE			
1	Medical Marijuana sales	\$ 1,575,000	Net of \$225,000 for Free Care/Reduced Pricing
2	Other supplies sold	\$ 20,000	Vaporizers and other products
A	TOTAL REVENUE:	\$ 1,595,000	
PAYROLL EXPENSES			
	Personnel Category	# FTE	
1	Administration	3	\$ 132,000 Executives (2) Assistant (1)
2	Dispensary	8	\$ 335,000 Manager (1) Security (1) Delivery (2) Retail (4)
3	Cultivation	3	\$ 155,000 Master (1) MIP (1) Buds man/Trimmer (1)
B	TOTAL SALARIES	14	\$ 622,000
C	Fringe Rate and Total	% 23	\$ 144,000 Payroll Taxes and Health Insurance
D	TOTAL SALARIES PLUS FRINGE (B+C)		\$ 766,000
OTHER EXPENSES			
1	Consultants and Professional Fees	\$79,000	Cultivation, Case Management, Education and Research. Audit and legal Fees
2	Equipment	\$4,800	Leased Delivery Vehicle
3	Supplies	\$24,000	Cultivation, MIP's, Packaging
4	Office Expenses	\$6,000	Supplies
5	Utilities	\$40,000	Electric, Gas , Water
6	Insurance	\$8,000	Property, Liability and Auto
7	Interest	\$75,000	Initial Investment \$500,000
8	Depreciation/Amortization	\$31,000	In accordance with federal and State guidelines
9	Leasehold Expenses	\$150,000	Rent and Taxes
10	Bad Debt	\$ 5,000	Patient credit card rejections
11	Security	\$ 6,000	Alarm company monitoring
12	Marketing and Advertisement	\$5,000	Informational Materials and Seminars
13	Registration Fee	\$50,000	DPH

14	IT and Software	\$12,000	IT Consultant & Licensing fee
15	Delivery Expense	\$6,200	Gas and Maintenance
E	TOTAL OTHER EXPENSES	\$ 502,000	
	<u>TOTAL EXPENSES: (D+E)</u>	<u>\$ 1,268,000</u>	
	DIFFERENCE	\$327,000	
	Provision for Federal Tax	\$360,000	Based on current information available
	Net difference after tax	\$-33,000	

THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS
(Exhibit 4.5)

This exhibit must be completed and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Fiscal Year Time Period: August 1, 2014 through July 31, 2015 Projected Start Date for the First Full Fiscal Year: August 1, 2014

	FIRST FULL FISCAL YEAR PROJECTIONS 2014	SECOND FULL FISCAL YEAR PROJECTIONS 2015	THIRD FULL FISCAL YEAR PROJECTIONS 2016
Projected Revenue	\$1,595,000	\$2,492,500	\$3,390,000
Projected Expenses	\$1,627,993	\$2,396,600	\$3,168,980
TOTAL :	-\$32,993	\$95,900	\$221,020
Number of Patients	500	750	1000
Number of Patient Visits	3000	4500	6000
Projected % of growth rate annually	N/A	50.00%	33.33%
Total FTE in staffing	14	20	24
Projected Medical Marijuana Inventory	125lbs	200lbs	300lbs

**EVIDENCE OF INTEREST IN DISPENSARY SITE
(Exhibit 5.1)**

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
1200 West Chestnut Street, Brockton, MA 02301	Plymouth	Lease

ARTICLE 1
PARTIES

This Agreement of Lease (the "Lease") is made and entered into by and between Star Printing Corp.(hereinafter called "LESSOR") and In Good Health , Inc. (hereinafter called "LESSEE").

ARTICLE 2
PREMISES

1. Leased Premises. In consideration of the rent and covenants herein reserved and contained on the part of the LESSEE, to be paid, performed and observed, LESSOR hereby leases to LESSEE and LESSEE hereby leases and accepts from LESSOR, upon the terms and conditions set forth herein, a portion of the building (the "Building") presently situated on the real property located at 1200 West Chestnut Street , Brockton , MA 02301, said real property being that parcel of land more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"). That portion of the Building hereby demised is hereinafter referred to as the LEASED PREMISES. The LEASED PREMISES, consists of 16,000 square feet of rentable space and is set forth on the plan in Exhibit B annexed hereto and incorporated herein by reference.

2. Appurtenances. As appurtenant to LESSEE's rights to the use and enjoyment of the LEASED PREMISES, the LESSEE, its agents, guests and invitees shall have the right to use, in common with others entitled thereto, the entrances, lobbies, corridors, hallways, stairways, passageways, sidewalks, driveways and parking areas which may now or hereafter afford legal access to the LEASED PREMISES, and any and all common facilities, improvements and services serving the Building. The Building and its common areas, including the Land, shall be referred to herein as the "Property".

- 2.3 Parking. LESSEE shall be entitled to the non-exclusive use of the common areas of the Building, as they may exist from time to time during the Term, including the parking facilities, subject to LESSOR's rules and regulations regarding such use. The foregoing shall not be deemed to provide LESSEE with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces.

ARTICLE 3
TERM

1. Term. The term of this Lease shall be for an initial period of ten(10) years, commencing on the later to occur the Commonwealth of Massachusetts issues a permit to the LESSEE to operate a Registered Marijuana Dispensary ("RMD") and the City of Brockton approves the zoning, including any and all appeal periods, for the LESSEE to operate an RMD (the "Commencement Date") and ending on ten(10) years from the commencement date (the "Termination Date"), unless extended or sooner terminated as herein provided (the initial term and any renewal term shall be referred to herein as the "Term").

1. The Commencement Date is the date on which the LEASED PREMISES will be ready for LESSEE's use and occupancy. LESSOR shall use reasonable diligence in having the LEASED PREMISES ready for LESSEE's occupancy on the Commencement Date, subject to delay by causes beyond the reasonable control of the LESSOR, including, without limitation, labor disputes, fire or other casualty, unusual delay in transportation or availability of materials, adverse weather conditions, or delay caused by the action or inaction of any architect or contractor or employee of any architect or contractor. In no event shall the Commencement Date be later than January 1, 2014 in accordance with the other provisions contained in this lease. LESSEE may extend the Commencement Date until 6/30/14 (6 months) in accordance with Exhibit C. LESSEE may terminate this Lease without further obligation to the LESSOR in the event that the LESSEE is denied permits from either the state or the city to operate a RMD.

- 3.2 Renewal Option. LESSEE shall have the right and option, which option shall not be severed from this Lease or separately assigned, mortgaged or transferred, at its election, to extend the Term for two(2)additional five(5) year period (a "Renewal Term"). The Renewal Term may only be exercised if LESSEE is not in default of any terms and conditions hereof and LESSEE is occupying the entire LEASED PREMISES at the time of the exercise of such option and at the beginning of such Renewal Term and is operating the RMD on a full-time basis. Such option to extend shall be exercisable by giving written notice to LESSOR at least twelve (12) months prior to the expiration of the initial Term or Renewal Term. The Renewal Term shall be upon the same terms and conditions hereof except for the rental amounts which shall be adjusted as set forth in Exhibit C attached hereto and incorporated herein by reference. Notwithstanding the foregoing, in the event of an assignment of this Lease in whole or in part or sublease of the LEASED PREMISES, or any portion thereof, the LESSEE and its assignee or sublessee shall not have the option to extend the Term hereof.

ARTICLE 4
RENT

1. Base Rent. LESSEE agrees to pay to LESSOR for each year of the Term, without deduction or offset, the base annual rent as set forth in Exhibit C attached hereto and incorporated herein by reference ("Rent"). The Rent shall be payable in equal monthly installments as shown on Exhibit C and each installment shall be payable in advance on the first day of each month during the Term hereof. If the Term commences or terminates on other than the last day of any month, the Rent shall be equitably apportioned. All Rent shall be payable in lawful money of the United States to the LESSOR at LESSOR's address hereinafter set forth for the giving of notice or such other place as LESSOR may from time to time designate in writing to LESSEE.

LESSEE is responsible for real estate taxes equal to 30% of the taxes assessed to complete building.

ARTICLE 5
CONDITION OF LEASED PREMISES, REPAIRS AND MAINTENANCE

1. Condition of Premises. LESSEE accepts the LEASED PREMISES in the condition in which they are at present time. Acknowledging that they are in good order and condition and sufficient for the uses intended by LESSEE. LESSEE agrees that it has had full and adequate opportunity to inspect the LEASED PREMISES and has done so to its satisfaction. LESSOR has made and LESSEE has relied on no representations and warranties, whether express or implied, as to the condition of the LEASED PREMISES or their suitability for LESSEE's use. All cost associated with the build out is the sole responsibility of the LESSEE.
- 5.2 LESSEE's Maintenance Obligations. LESSEE shall, at LESSEE's sole cost and expense, (a) keep neat, clean and in good order the interior of the LEASED PREMISES, excluding only those repairs or replacements required to be performed by LESSOR by the terms of this Lease, reasonable wear and tear and damage by fire or other casualty excepted; and (b) keep unclogged and in good repair all drains, traps and sewer pipes and maintain and leave same in good working order. The LESSEE shall replace plate glass and other glass broken in the LEASED PREMISES. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped, defaced, or suffer any waste. Trash generated in the ordinary course of business by LESSEE shall be deposited in a dumpster designated by LESSOR on the Property and the cost of this dumpster and removal of trash from the dumpster will be the responsibility of LESSOR. If repairs are required to be made by LESSEE pursuant to the terms hereof, LESSOR may demand that LESSEE make the same forthwith, and if LESSEE refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, LESSOR may (but shall not be required to do so) make or cause such repairs to be made and all costs incurred by LESSOR shall be promptly paid by LESSEE upon demand therefore from LESSOR.

5.3 LESSOR's Maintenance Obligations. The LESSOR shall maintain the structure of the Building and all common areas in good, clean and safe conditions at all times, reasonable wear and tear excepted, unless such maintenance is required because of an act or omission by LESSEE or its agents. LESSOR shall provide the following services.

Lessor shall not be liable to the Lessee if he is unable to furnish any of the listed utilities or other services if they are beyond Lessor's control.

- a. Furnish hot and cold water to the LEASED PREMISES.
- b. DELETED
- c. DELETED
- d. Supply reasonable heat to the LEASED PREMISES during the normal heating season and reasonable air-conditioning during the normal cooling season.
- e. Supply reasonable electricity to the LEASED PREMISES reasonable for lighting and business equipment associated with normal medical office practices.
- g. Remove snow and ice from the sidewalks, driveways, and parking areas of the Property, within a reasonable time frame.
- h. DELETED

ARTICLE 6
UTILITIES and REAL ESTATE TAXES

LESSEE shall pay all utilities and services, whether public or private, consumed on or in connection with the use and occupancy of the LEASED PREMISES, including without limitation hot water, sewer, gas, heat and electricity which are separately metered and billed to Tenant. Otherwise, utility charges shall be the Landlord's responsibility. LESSEE shall pay all real estate taxes related to the premises.

ARTICLE 7
BROKERAGE

LESSEE warrants that it has dealt with no broker in connection with this Lease, and agrees to defend and indemnify LESSOR against any claim, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees) incurred by LESSOR on account of any breach of such warranty. LESSOR warrants that it has dealt with no broker in connection with the consummation of this Lease, and agrees to indemnify LESSEE against any claim, loss damage, cost or expense (including, without limitation, reasonable attorney's fees) incurred by LESSEE on account of any breach of such warranty.

ARTICLE 8
ALTERATIONS AND IMPROVEMENTS

The LESSEE shall not make any alterations, additions or renovations to the LEASED PREMISES (including the relocation, removal, replacement or addition of interior partitions and lighting fixtures, interior painting etc.) without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. All such allowed alterations or renovations shall be performed in good and workmanlike manner and in compliance with all applicable laws at the LESSEE's sole cost and expense. LESSEE shall require contractors employed or hired by the LESSEE to carry workmen's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the LEASED PREMISES or the Building in amounts at least equal to the limits set forth Article 9 below. Any alterations or improvements made by LESSEE shall become the property of the LESSOR at the expiration or earlier termination of the Term, unless LESSOR requires the removal of such alterations or improvements by LESSEE prior to the expiration of the Term.

ARTICLE 9
INSURANCE

- 9.1 Insurance to be Maintained by LESSEE. At its own cost and expense the LESSEE shall maintain throughout the Term of this Lease the following insurance coverage: (a) comprehensive general liability public insurance policy (including broad form contractual liability, independent contractor's hazard and completed operations coverage) covering claims for injury or death to persons or property occurring in or about the LEASED PREMISES or the Property, or arising out of ownership, maintenance, use, or occupancy thereof by the LESSEE, in the amount of One Million Dollars (\$1,000,000.00), with property damage insurance with limits of One Million Dollars (\$1,000,000.00); (b) all risk hazard insurance including and not limited to fire, extended coverage, vandalism and malicious mischief insurance, and covering any and all of the LESSEE's equipment, trade fixtures, tools, inventory, and personal property in, at, or about the LEASED

PREMISES, in the full amount of the replacement cost of any and all of the same.

- 9.2 Other Insurance Requirements. All such insurance procured by LESSEE as provided herein shall be in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring LESSOR and LESSOR's mortgagee (if any) as well as LESSEE against injury to persons or damage to property as herein provided. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled or modified without at least thirty (30) days prior written notice to each insured named therein.
3. Waiver of Subrogation. So long as their respective insurers so permit, LESSEE and LESSOR hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE 10

RULES AND REGULATIONS; SIGNS

- 10.1 Rules and Regulations. LESSEE agrees to comply with any and all rules and regulations for general application to lessees at the Property established by LESSOR, and any and all others, from time to time, as determined and published by LESSOR and provided to LESSEE, to be necessary for the orderly and efficient operation of the Property. However, LESSOR shall not be responsible to LESSEE for failure to enforce any of such rules and regulations or for the non-observance or violation of any of such rules and regulations by any other tenant or owner or by any other person, or for the non-observance or violation of or failure to enforce or to perform the provisions of any other lease.
- 10.2 Signs. LESSEE shall not erect any sign at, on, or about the Property or the outside of the Building or any exterior door, wall, window, or portion of the LEASED PREMISES without LESSOR'S prior written authorization, which authorization shall not be unreasonably withheld or delayed. LESSEE hereby unconditionally and irrevocably authorizes LESSOR to enter upon the LEASED PREMISES as set forth herein, at LESSEE's expense and without liability or penalty, and to remove any materials or displays not in accordance with each and all of the foregoing provisions. All signage shall be permitted by the appropriate governmental body.

ARTICLE 11CASUALTY AND CONDEMNATION

- 11.1 Damage by Casualty. Should a substantial portion of the LEASED PREMISES or the Property be substantially damaged by fire or other casualty, LESSOR or LESSEE may elect to terminate this Lease, upon thirty (30) days prior written notice. During the period of time when fire or casualty renders the LEASED PREMISES substantially unsuitable for its intended use, a just and proportionate abatement of Rent shall be made. Further, within thirty (30) days after such fire or other casualty, LESSOR shall give written notice to LESSEE with respect to whether or not LESSOR will restore the LEASED PREMISES. LESSEE may elect to terminate this Lease if either (a) LESSOR notifies LESSEE that LESSOR has elected not to restore the LEASED PREMISES or (b) LESSOR elects to restore but if the Property may not be stored within one hundred and eighty (180) days after such fire or casualty.
- 11.2 Taking of Property or Leased Premises. If the Property shall be taken in part or in its entirety under any condemnation or eminent domain proceedings (each such occurrence being hereinafter referred to as a "Taking") by any governmental authority (the "Taking Authority") during the Term hereof, then the Term hereof shall terminate as of the date physical possession of the Property (or a portion thereof) is taken by the Taking Authority, and LESSEE shall be liable for the payment of Rent, and all other charges due from LESSEE hereunder, and performance of the other terms and conditions of this Lease on LESSEE's part to be performed only up to date of such termination, and any Rent paid in advance for periods following such date shall be apportioned and promptly refunded to LESSEE.
- 11.3 Miscellaneous Provisions Regarding Casualty or Taking.
- 11.3.1 In the event this Lease is terminated or terminates by reason of a Taking or a Casualty, the provisions of the Lease applicable upon expiration of the Lease shall govern the parties.
- 11.3.2 LESSOR will seek to have any mortgagee of the Building provide for application of the proceeds of any Taking awards to restoration, repair, and reconstruction of the portion of such property remaining after the Taking. Notwithstanding the amount of land, building, or improvements taken by condemnation or eminent domain or the termination or continuance of this Lease with respect thereto, LESSEE shall not participate or share in any recovery, award, or damages payable or paid as to such Taking, nor have or assert any right, claim, or cause of action against LESSOR, the fee owner, or mortgagee of the Property or, except as expressly provided in Article 11.3.3 below, the Taking Authority whether for the loss of, or diminution in value of, the unexpired Term of this Lease, or as to the Taking of any such land, building, and/or improvements or otherwise.

- 11.3.3 If permitted by statute, LESSEE may assert a separate and independent claim for and recover from the Taking Authority, but not from LESSOR, any compensation as may be separately awarded or recoverable by LESSEE in its own name and right for any damage to LESSEE's portable fixtures and equipment, or on account of any expenses which it shall incur in removing its merchandise, furnishings, and equipment from the LEASED PREMISES, but in no event shall any such claims or recoveries be claims or asserted in the event the same would, may, or shall diminish, offset, or bar any damages, recovery, or award to LESSOR or the fee owner of the LEASED PREMISES.

ARTICLE 12
USE OF LEASED PREMISES

- 12.1 Use of Leased Premises. The LESSEE shall use the Leased Premises only for the purposes of a Registered Marijuana Dispensary and activities reasonably related thereto to the extent permitted by applicable zoning and no other purpose.
- 12.2 Compliance with Laws. LESSEE, at its sole cost and expense, shall comply with all laws, rules, orders and regulations of federal, state, county, and municipal authorities (collectively, "Governmental Regulations") in all material aspects, and with any direction of any public officers pursuant to law, which impose any duty upon LESSOR or LESSEE with respect to LESSEE's specific use of the LEASED PREMISES. The LESSEE acknowledges that no trade, occupation or any practices shall be conducted in the LEASED PREMISES or use made thereof which will injure the LEASED PREMISES, the Building or the Property, be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the LEASED PREMISES are situated, violate any certificate of occupancy affecting the same, or constitute a public or private nuisance or a menace to other lessees of the Property.

ARTICLE 13
ADDITIONAL COVENANTS OF LESSEE

- 13.1 Floor Weight, Injury To Leased Premises. The LESSEE will not in any manner deface or injure the LEASED PREMISES or any part thereof or overload the floors of the LEASED PREMISES, it being agreed that in no event shall any dead loads (e.g., furnishings, equipment, file cabinets, or book shelves) be placed upon the said floors exceeding one hundred (100) pounds per square foot of floor space covered without prior written approval of the LESSOR.
- 13.2 DELETED
- 13.3 Personal Property at LESSEE's Risk. The LESSEE agrees that all personal property upon the

LEASED PREMISES shall be at the sole risk of the LESSEE, and the LESSOR shall not be liable for any damage thereto or for loss or loss of use or theft thereof.

- 13.4 Prohibition on Animals, Etc. No animals (except guide dogs), bicycles, or other vehicles (except those designed for medical conditions and usage approved by the LESSOR) shall be allowed in the LEASED PREMISES or the Building and the LESSEE shall cooperate with the LESSOR in enforcing this provision.
- 13.5 Obstruction. The LESSEE shall not permit obstruction of the sidewalks, corridors, elevators, or stairways, or permit the use thereof other than for the purposes for which the same were constructed, without the express written consent of the LESSOR.
- 13.6 Prohibition on Solicitation. Canvassing, soliciting, and peddling in the LEASED PREMISES or the Building is prohibited, and the LESSEE shall cooperate to prevent the same.
- 13.7 Hazardous Substances. LESSEE shall not permit the emission, release, threat of release or other escape of any Hazardous Materials so as to adversely affect in any manner, even temporarily, any element or part of the LEASED PREMISES or the Property. LESSEE shall not use, generate, store or dispose of Hazardous Materials in or about the LEASED PREMISES, or dump, flush or in any way introduce Hazardous Materials into sewage or other waste disposal systems serving the LEASED PREMISES (nor shall LESSEE permit or suffer any of the foregoing), in any manner not in full compliance with all applicable federal, state and local statutes, laws, codes, ordinances, by-laws, rules and regulations for the use, generation, storage and disposal of Hazardous Materials. The LESSEE shall be responsible for the removal or disposal of Hazardous Materials generated by the LESSEE, such removal and disposal to be done in accordance with all applicable laws and regulations.

For purposes of this Lease, "Hazardous Materials" means, collectively, any animal wastes, medical waste, blood, biohazardous materials, hazardous waste, hazardous substances, pollutants or contaminants, oils, radioactive materials, asbestos in any form or condition, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any such substances or materials on account of their biological, chemical, radioactive, hazardous or toxic nature, all as now in effect or hereafter from time to time enacted or amended.

ARTICLE 14
INDEMNIFICATION

LESSEE shall protect, indemnify and hold LESSOR harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property or any injury to such persons occurring in, on or about the LEASED PREMISES or the Building or the Land to the extent that such injury or damage shall be caused by or arise claimed acts of negligence or omission by or of LESSEE, its agents, invitees, servants, employees, guests or contractors. LESSOR shall protect, indemnify and hold LESSEE harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property or any injury to any person occurring in, on or about the LEASED PREMISES or the Building or the Land to the extent that such injury or damage shall be caused by or arise from a negligent act or omission by or of LESSOR, its agents, invitees, servants, employees, guests or contractors.

ARTICLE 15
DEFAULTS

1. Each of the following shall be an event of default (an "Event of Default") under this Lease:
 - 15.1.1 LESSEE shall fail to make a payment due hereunder, whether such sum be any installment of the Rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to LESSOR required by this Lease and such failure shall continue for a period of fifteen (15) days after written notice that such payment was not made when due.
 - 15.1.2 LESSEE shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within thirty (30) days after written notice of such failure to LESSEE provided, however, that such failure shall not be an Event of Default if such failure could not reasonably be cured during such thirty (30) day period, LESSEE has commenced the cure within such thirty (30) business day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.
 - 15.1.3 LESSEE shall fail to vacate the LEASED PREMISES immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of LESSEE's right to possession only.
 - 15.1.4 LESSEE shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any

insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

- 15.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating LESSEE bankrupt, or appointing a receiver of LESSEE, or of the whole or any substantial part of its property, without the consent of LESSEE, or approving a petition filed against LESSEE seeking reorganization or arrangement of LESSEE under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.
- 15.1.6 Revocation of LESSEE's permit to operate and RMD.

ARTICLE 16 REMEDIES

16.2 LESSOR's Remedies. Upon the occurrence of an Event of Default, LESSOR shall have the following rights and remedies:

- 16.2.1 LESSOR shall have the right at its election, at any time thereafter, to give LESSEE written notice of LESSOR's election to terminate this Lease and LESSEE's right to possession on a date specified in such notice. Upon the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of LESSEE hereunder shall expire and terminate, but LESSEE shall remain liable as hereinafter provided for all of its obligations contained in this lease.
- 16.2.2 LESSOR shall have the immediate right, when this Lease has been terminated pursuant to Section 16.2.1, to re-enter and repossess the LEASED PREMISES or any part thereof in the name of the whole and repossess the same as of its former estate by force, summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, and without incurring any liability for any damage resulting therefrom.
- 16.2.3 At any time or from time to time after the repossession of the LEASED PREMISES or any part thereof pursuant to Section 16.2.2, when this Lease has been terminated pursuant to Section 16.2.1, LESSOR may relet the LEASED PREMISES or any part

thereof for the account of LESSEE, without notice to LESSEE, for such term or terms and on such conditions and for such uses as LESSOR, may determine.

- 16.2.4 In the event of any termination of this Lease or repossession of the LEASED PREMISES or any part thereof by reason of the occurrence of an Event of Default, LESSEE will pay to LESSOR the Rent and other sums required to be paid by LESSEE hereunder for the period to and including the date of such termination or repossession. Notwithstanding any termination of this Lease by LESSOR, LESSEE shall pay to LESSOR the Rent and all other sums payable up to the time of such termination of this Lease or LESSEE's right to possession under this Lease, and thereafter, LESSEE covenants and agrees to pay LESSOR until the end of the Term the equivalent of the amount of all the Rent and all other sums reserved herein required to be paid by LESSEE, and the same shall be due and payable by LESSEE to LESSOR on the dates such Rent and other sums above specified are due under this Lease. This shall pertain to any future payments due under the additional exhibits which would become due immediately upon termination.
- 16.2.5 Upon any termination of this Lease, whether by lapse of time or otherwise, LESSOR shall be entitled to recover as damages, all Rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by LESSEE on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) an amount equal to the then present value of the Rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as Additional Rent under this Lease and all other sums provided in this Lease to be paid by LESSEE, minus the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described herein relating to recovery of the LEASED PREMISES, preparation for reletting and for reletting itself, and (c) the cost of performing any other covenants which would have otherwise been performed by LESSEE.
- 16.2.6 LESSOR's Cure Rights. If LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions of this Lease, LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of LESSEE.
- 16.2.7 LESSEE's Obligation to Reimburse LESSOR. If LESSOR makes any expenditures (pursuant to Section 16.2.6 above or otherwise) or incurs any obligations for the payment of money in connection with any failure of LESSEE to perform fully all of its obligations under this Lease, such sums paid or obligations incurred (including but not limited to, reasonable attorney's fees and court costs in instituting, prosecuting or defending any action or proceeding), with interest at the rate of one and one half percent (1-1/2%) per month and costs, shall upon demand be paid to LESSOR by LESSEE.

- 16.2.8 No Waiver. LESSOR's failure to take action against LESSEE with respect to any default in LESSEE's performance of its obligations hereunder shall not, under any circumstances, constitute a waiver of any of LESSOR's rights under this Lease and, further, no waiver of any of the provisions of this Lease shall be effective unless given in writing nor shall any waiver be construed as a waiver of any of the other provisions hereof or as a waiver of the same provisions for any subsequent time. Further, no waiver of any condition or covenant of this Lease by LESSOR shall be deemed to imply or constitute a further waiver by LESSOR of any other condition or covenant of this Lease.
- 16.2.9 Acceptance of Late Payments. No payment by LESSEE, or acceptance by LESSOR, of a lesser amount than then due from LESSEE to LESSOR shall be treated otherwise than as a payment on account regardless of any letter accompanying such check or legend entered upon such check. Further, no acceptance of any payment by LESSOR from LESSEE shall in any way constitute a waiver of any default then existing or which would exist with the proper giving of notice.
- 16.2.10 Interest on Late Payments. If LESSEE shall fail to pay, when the same is due and payable, any Rent or any other charges or payments required hereunder, such unpaid amounts shall bear interest from fifteen (15) days after the due date thereof to the date of payment at the annual rate of interest of ten percent (10%) per annum, but in no event higher than the maximum rate permitted by law.
- 16.2.11 Remedies Cumulative. Any and all remedies set forth in this Lease (a) shall be in addition to any and all other remedies LESSOR may have at law or in equity, (b) shall be cumulative, and (c) may be pursued successively or concurrently as LESSOR may elect. The exercise of any remedy by LESSOR shall not be deemed an election of remedies or preclude LESSOR from exercising any other remedies in the future.
- 16.2.12 Remedy for Revocation of Permit. In the event LESSEE's permit to operate a RMD is revoked, in accordance with 15.1.6, LESSOR's sole and exclusive remedy is \$136,000 to be personally guaranteed by Andrea Noble.

ARTICLE 17
ASSIGNMENT AND SUBLETTING

The LESSEE shall not assign or sublet the whole or any part of the LEASED PREMISES. Without LESSOR's prior written consent, which shall not be unreasonably withheld.

ARTICLE 18
LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times upon twenty-four (24) hours prior notice to LESSEE, enter the LEASED PREMISES but ONLY WITH THE LESSEE OR ITS AGENTS to (a) inspect the same, make repairs or improvements; (b) remove placards and signs not approved and affixed as herein provided; (c) show the LEASED PREMISES to prospective lenders at any time, to prospective lessees within six (6) months before the expiration of the Term, and (d) affix to any suitable part of the LEASED PREMISES a notice for letting the LEASED PREMISES or property of which the LEASED PREMISES are a part and keep the same so affixed without hindrance or molestation, provided that such access shall not interfere with the business operations of the LESSEE. In the event of an emergency, LESSOR has the right to enter the premises if the LESSEE is uncooperative and/or non-responsive without the LESSOR being present.

ARTICLE 19
LEASE SUBORDINATED; ESTOPPEL CERTIFICATE

- 19.1 Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, easements or rights of way now or at any time hereinafter, constituting a lien or liens on the Property and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds or trust or other such instruments within fifteen (15) days of such request, and LESSEE unequivocally appoints LESSOR as its attorney-in-fact, in LESSEE's name, to execute such instrument.
- 19.2 Estoppel Certificates. LESSEE shall, within fifteen (15) days after request from LESSOR, deliver to any proposed mortgagee or purchaser of all or any part of the Property, in recordable form, a certificate certifying and covenanting any and all information requested, including, but not limited to, the following: (a) the date of this Lease, the date when the Term of this Lease commenced, the date of the expiration of the Term, and the date when Rent commenced to accrue hereunder; (b) that this Lease is unmodified, not amended, and in full force and effect; or, if there have been any amendments or modifications, that the Lease is in full force and effect as so amended or modified and stating the amendments or modifications and the dates thereof; (c) whether or not there are then existing any setoffs or defenses against the enforcement of any of the terms and/or conditions

of this Lease and any amendments or modifications hereof on the part of LESSEE to be performed, and, if so, specifying the same; (d) the dates, if any, to which the Rent and other sums on LESSEE's part to be paid hereunder have been paid and/or paid in advance; and (e) that LESSEE has accepted the LEASED PREMISES, or LESSEE will specify any particular items which LESSEE has not accepted.

ARTICLE 20

QUIET ENJOYMENT

LESSOR agrees that the LESSEE, upon paying the Rent and performing and observing the covenants, conditions and agreements hereof on the part of the LESSEE, shall and may peaceably hold and enjoy the LEASED PREMISES during the Term of this Lease without interruption or disturbance, subject, however, to the terms of this Lease. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as a personal covenant of the LESSOR, except to the extent of the LESSOR's interest in the LEASED PREMISES.

ARTICLE 21

NOTICES

Any and all notices, demands, consents or approvals required hereunder or relating to the LEASED PREMISES or the occupancy thereof shall be given in writing and shall be deemed duly served, if delivered by hand; mailed by registered or certified mail, return receipt requested, postage prepaid; or delivered by express mail or federal express as follows:

If to the LESSEE: Douglas B. Noble c/o In Good Health , Inc.
One Huntington Ave. #604 , Boston , MA 02116

If to the LESSOR: Mark Abrams c/o Star Printing Corp .
1200 West Chestnut Street , Brockton , MA 02301

All rent payments shall be sent to the LESSOR, c/o Mark Abrams c/o Star Printing Corp. , 1200 West Chestnut Street , Brockton , MA 02301. Either party may change the address to which notices to it are to be given by a notice given to the other party as specified herein. If either party at any time designates some other person to receive payments or notices under this Lease, all such payments or notices thereafter by the other party shall be paid or given to the agent designated until notice to the contrary is received from the designating party.

ARTICLE 22
SURRENDER, HOLDING OVER

- 22.1 Surrender of Leased Premises. The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's goods and effects from the LEASED PREMISES (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the LEASED PREMISES) and leave the LEASED PREMISES broom clean and otherwise in the same condition as existed as of the Commencement Date, leasehold improvements, reasonable wear and tear, damage due to fire or casualty excepted. The LESSEE shall deliver to the LESSOR the LEASED PREMISES and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the LEASED PREMISES, in good condition, reasonable wear and tear and damage due to fire and casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the LEASED PREMISES, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at the LESSEE's expense or to retain the same under the LESSOR's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
- 22.2 Holding Over. If Lessee fails to vacate the Premises at the end of the term, then Lessee shall be a tenant at sufferance and, in addition to all other damages and remedies which Lessor may be entitled for such holding over, which shall include, without limitation, damages resulting from Lessor's inability to timely deliver all or a portion of the Premises to a new tenant, Tenant shall pay Base rent equal to the greater of (a) one hundred fifty (150%) percent of the monthly Base rent and Additional Rent payable during the last month of the Term, or (b) the prevailing rental rate for similar space in comparable facilities in the area. In such event, Lessee shall pay rent on a monthly basis and shall not be entitled to a daily proration.

ARTICLE 23
LIENS

LESSEE shall keep the LEASED PREMISES, the Building and the appurtenant Land and LESSEE's leasehold interest in the LEASED PREMISES free from any liens arising out of any

services, work or materials performed, furnished or contracted for by LESSEE, or obligations incurred by LESSEE. In the event that LESSEE fails, within thirty (30) days following such imposition of any such lien, to either cause the same to be released of record or provide LESSOR with insurance against the same to the satisfaction of LESSOR, LESSOR shall have the right to cause the same to be released by such means as it deems proper. Any costs and expenses incurred by LESSOR in connection therewith shall be payable to LESSOR by LESSEE within thirty (30) days of LESSOR's demand. The Lessor shall not be responsible for any obligations that did not exist during the time that it owned the property, and also that Lessee's only remedy is against the Property and not the Lessor.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.1 Governing Law. This Lease shall be governed by the law of the Commonwealth of Massachusetts and shall be deemed to have been made, executed, delivered and accepted by the respective parties in that state.
- 24.2 Partial Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 24.3 Captions. The captions of this Lease are for convenience and reference only and shall not be deemed or construed to bind, modify, increase, or decrease the terms and conditions of this Lease; or any interpretation or construction thereof.
- 24.4 Successors and Assigns. The terms and conditions in this Lease shall apply to and be binding upon the parties herein and their respective successors and assigns, except as expressly otherwise provided.
- 24.5 Recording of Lease. LESSEE shall not record this Lease.
- 24.6 Amendments. No change, amendment, deletion, or addition to this Lease shall be effective unless in writing and signed by the parties.
- 24.7 No Partnership. Nothing in this Lease shall create or be construed to create a partnership between LESSEE and LESSOR, or make them joint venturers, or bind or make LESSOR in any way liable or responsible for any acts, omissions, negligence, debts or obligations of LESSEE.

24.8 Authority. The LESSOR and the LESSEE hereby represent and warrant to the other that they have all the requisite power and authority to execute and deliver this Lease and to consummate the transactions contemplated herein and that the persons executing this Lease on behalf of said entities are authorized and empowered to do so.

24.9 Attorneys' Fees. All costs and expenses, including reasonable attorneys fees, incurred by either party in successfully enforcing this Lease or incurred by either party as a result of any successful litigation to which LESSOR or LESSEE becomes a party as a result of this Lease shall be paid by the unsuccessful party.

24.10 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding, upon the LESSOR or the LESSEE, unless reduced to writing and signed by the party or parties to be charged therewith.

24.11 Exhibits. The Exhibits attached hereto are incorporated into this Lease by reference.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of this 12th day of November, 2013.

LESSEE: In Good Health, Inc

By: [Signature] President
Ardua Nobile

LESSOR: Star Printing Corp.

By: [Signature] President

ORIGINAL

EXHIBIT A

LAND

ORIGINAL

EXHIBIT B

LEASED PREMISES

ORIGINAL

EXHIBIT C

RENEWAL TERM, RENTS, ADDITIONAL RENT, COMMENCEMENT EXTENTION

COMMENCEMENT EXTENSION : 1/1/14 through 6/30/14 (6 months) \$5,666/month

INITIAL BASE RENT : \$11,333/month

ADDITIONAL RENT : 4% of Net Revenue exceeding \$1M per year. Any costs associated with non compliance with Section 5.2.

BASE RENT INCREASE TO: \$9/sf – year 6 , \$10/sf – year 11 , \$12/sf – year 16

LESSEE must provide LESSOR with financial records quarterly and tax returns annually.
Payments to be made 15 days at the end of each quarter.

**EVIDENCE OF INTEREST IN CULTIVATION SITE
(Exhibit 5.2)**

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
1200 West Chestnut Street, Brockton, MA 02301	Plymouth	Lease

ORIGINAL

ARTICLE 1
PARTIES

This Agreement of Lease (the "Lease") is made and entered into by and between Star Printing Corp. (hereinafter called "LESSOR") and In Good Health, Inc. (hereinafter called "LESSEE").

ARTICLE 2
PREMISES

1. Leased Premises. In consideration of the rent and covenants herein reserved and contained on the part of the LESSEE, to be paid, performed and observed, LESSOR hereby leases to LESSEE and LESSEE hereby leases and accepts from LESSOR, upon the terms and conditions set forth herein, a portion of the building (the "Building") presently situated on the real property located at 1200 West Chestnut Street, Brockton, MA 02301, said real property being that parcel of land more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"). That portion of the Building hereby demised is hereinafter referred to as the LEASED PREMISES. The LEASED PREMISES, consists of 16,000 square feet of rentable space and is set forth on the plan in Exhibit B annexed hereto and incorporated herein by reference.
2. Appurtenances. As appurtenant to LESSEE's rights to the use and enjoyment of the LEASED PREMISES, the LESSEE, its agents, guests and invitees shall have the right to use, in common with others entitled thereto, the entrances, lobbies, corridors, hallways, stairways, passageways, sidewalks, driveways and parking areas which may now or hereafter afford legal access to the LEASED PREMISES, and any and all common facilities, improvements and services serving the Building. The Building and its common areas, including the Land, shall be referred to herein as the "Property".
- 2.3 Parking. LESSEE shall be entitled to the non-exclusive use of the common areas of the Building, as they may exist from time to time during the Term, including the parking facilities, subject to LESSOR's rules and regulations regarding such use. The foregoing shall not be deemed to provide LESSEE with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces.

ARTICLE 3
TERM

1. Term. The term of this Lease shall be for an initial period of ten(10) years, commencing on the later to occur the Commonwealth of Massachusetts issues a permit to the LESSEE to operate a Registered Marijuana Dispensary ("RMD") and the City of Brockton approves the zoning, including any and all appeal periods, for the LESSEE to operate an RMD.(the "Commencement Date") and ending on ten(10) years from the commencement date (the "Termination Date"), unless extended or sooner terminated as herein provided (the initial term and any renewal term shall be referred to herein as the "Term").

1. The Commencement Date is the date on which the LEASED PREMISES will be ready for LESSEE's use and occupancy. LESSOR shall use reasonable diligence in having the LEASED PREMISES ready for LESSEE's occupancy on the Commencement Date, subject to delay by causes beyond the reasonable control of the LESSOR, including, without limitation, labor disputes, fire or other casualty, unusual delay in transportation or availability of materials, adverse weather conditions, or delay caused by the action or inaction of any architect or contractor or employee of any architect or contractor. In no event shall the Commencement Date be later than January 1,2014 in accordance with the other provisions contained in this lease. LESSEE may extend the Commencement Date until 6/30/14 (6 months) in accordance with Exhibit C. LESSEE may terminate this Lease without further obligation to the LESSOR in the event that the LESSEE is denied permits from either the state or the city to operate a RMD.

- 3.2 Renewal Option. LESSEE shall have the right and option, which option shall not be severed from this Lease or separately assigned, mortgaged or transferred, at its election, to extend the Term for two(2)additional five(5) year period (a "Renewal Term"). The Renewal Term may only be exercised if LESSEE is not in default of any terms and conditions hereof and LESSEE is occupying the entire LEASED PREMISES at the time of the exercise of such option and at the beginning of such Renewal Term and is operating the RMD on a full-time basis. Such option to extend shall be exercisable by giving written notice to LESSOR at least twelve (12) months prior to the expiration of the initial Term or Renewal Term. The Renewal Term shall be upon the same terms and conditions hereof except for the rental amounts which shall be adjusted as set forth in Exhibit C attached hereto and incorporated herein by reference. Notwithstanding the foregoing, in the event of an assignment of this Lease in whole or in part or sublease of the LEASED PREMISES, or any portion thereof, the LESSEE and its assignee or sublessee shall not have the option to extend the Term hereof.

ARTICLE 4
RENT

1. Base Rent. LESSEE agrees to pay to LESSOR for each year of the Term, without deduction or offset, the base annual rent as set forth in Exhibit C attached hereto and incorporated herein by reference ("Rent"). The Rent shall be payable in equal monthly installments as shown on Exhibit C and each installment shall be payable in advance on the first day of each month during the Term hereof. If the Term commences or terminates on other than the last day of any month, the Rent shall be equitably apportioned. All Rent shall be payable in lawful money of the United States to the LESSOR at LESSOR's address hereinafter set forth for the giving of notice or such other place as LESSOR may from time to time designate in writing to LESSEE.

LESSEE is responsible for real estate taxes equal to 30% of the taxes assessed to complete building.

ARTICLE 5
CONDITION OF LEASED PREMISES, REPAIRS AND MAINTENANCE

1. Condition of Premises. LESSEE accepts the LEASED PREMISES in the condition in which they are at present time. Acknowledging that they are in good order and condition and sufficient for the uses intended by LESSEE. LESSEE agrees that it has had full and adequate opportunity to inspect the LEASED PREMISES and has done so to its satisfaction. LESSOR has made and LESSEE has relied on no representations and warranties, whether express or implied, as to the condition of the LEASED PREMISES or their suitability for LESSEE's use. All cost associated with the build out is the sole responsibility of the LESSEE.
- 5.2 LESSEE's Maintenance Obligations. LESSEE shall, at LESSEE's sole cost and expense, (a) keep neat, clean and in good order the interior of the LEASED PREMISES, excluding only those repairs or replacements required to be performed by LESSOR by the terms of this Lease, reasonable wear and tear and damage by fire or other casualty excepted; and (b) keep unclogged and in good repair all drains, traps and sewer pipes and maintain and leave same in good working order. The LESSEE shall replace plate glass and other glass broken in the LEASED PREMISES. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped, defaced, or suffer any waste. Trash generated in the ordinary course of business by LESSEE shall be deposited in a dumpster designated by LESSOR on the Property and the cost of this dumpster and removal of trash from the dumpster will be the responsibility of LESSOR. If repairs are required to be made by LESSEE pursuant to the terms hereof, LESSOR may demand that LESSEE make the same forthwith, and if LESSEE refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, LESSOR may (but shall not be required to do so) make or cause such repairs to be made and all costs incurred by LESSOR shall be promptly paid by LESSEE upon demand therefore from LESSOR.

5.3 LESSOR's Maintenance Obligations. The LESSOR shall maintain the structure of the Building and all common areas in good, clean and safe conditions at all times, reasonable wear and tear excepted, unless such maintenance is required because of an act or omission by LESSEE or its agents. LESSOR shall provide the following services.

Lessor shall not be liable to the Lessee if he is unable to furnish any of the listed utilities or other services if they are beyond Lessor's control.

- a. Furnish hot and cold water to the LEASED PREMISES.
- b. DELETED
- c. DELETED
- d. Supply reasonable heat to the LEASED PREMISES during the normal heating season and reasonable air-conditioning during the normal cooling season.
- e. Supply reasonable electricity to the LEASED PREMISES reasonable for lighting and business equipment associated with normal medical office practices.
- g. Remove snow and ice from the sidewalks, driveways, and parking areas of the Property, within a reasonable time frame.
- h. DELETED

ARTICLE 6
UTILITIES and REAL ESTATE TAXES

LESSEE shall pay all utilities and services, whether public or private, consumed on or in connection with the use and occupancy of the LEASED PREMISES, including without limitation hot water, sewer, gas, heat and electricity which are separately metered and billed to Tenant. Otherwise, utility charges shall be the Landlord's responsibility. LESSEE shall pay all real estate taxes related to the premises.

ARTICLE 7
BROKERAGE

LESSEE warrants that it has dealt with no broker in connection with this Lease, and agrees to defend and indemnify LESSOR against any claim, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees) incurred by LESSOR on account of any breach of such warranty. LESSOR warrants that it has dealt with no broker in connection with the consummation of this Lease, and agrees to indemnify LESSEE against any claim, loss damage, cost or expense (including, without limitation, reasonable attorney's fees) incurred by LESSEE on account of any breach of such warranty.

ARTICLE 8
ALTERATIONS AND IMPROVEMENTS

The LESSEE shall not make any alterations, additions or renovations to the LEASED PREMISES (including the relocation, removal, replacement or addition of interior partitions and lighting fixtures, interior painting etc.) without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. All such allowed alterations or renovations shall be performed in good and workmanlike manner and in compliance with all applicable laws at the LESSEE's sole cost and expense. LESSEE shall require contractors employed or hired by the LESSEE to carry workmen's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the LEASED PREMISES or the Building in amounts at least equal to the limits set forth Article 9 below. Any alterations or improvements made by LESSEE shall become the property of the LESSOR at the expiration or earlier termination of the Term, unless LESSOR requires the removal of such alterations or improvements by LESSEE prior to the expiration of the Term.

ARTICLE 9
INSURANCE

- 9.1 Insurance to be Maintained by LESSEE. At its own cost and expense the LESSEE shall maintain throughout the Term of this Lease the following insurance coverage: (a) comprehensive general liability public insurance policy (including broad form contractual liability, independent contractor's hazard and completed operations coverage) covering claims for injury or death to persons or property occurring in or about the LEASED PREMISES or the Property, or arising out of ownership, maintenance, use, or occupancy thereof by the LESSEE, in the amount of One Million Dollars (\$1,000,000.00), with property damage insurance with limits of One Million Dollars (\$1,000,000.00); (b) all risk hazard insurance including and not limited to fire, extended coverage, vandalism and malicious mischief insurance, and covering any and all of the LESSEE's equipment, trade fixtures, tools, inventory, and personal property in, at, or about the LEASED

PREMISES, in the full amount of the replacement cost of any and all of the same.

- 9.2 Other Insurance Requirements. All such insurance procured by LESSEE as provided herein shall be in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring LESSOR and LESSOR's mortgagee (if any) as well as LESSEE against injury to persons or damage to property as herein provided. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled or modified without at least thirty (30) days prior written notice to each insured named therein.
3. Waiver of Subrogation. So long as their respective insurers so permit, LESSEE and LESSOR hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE 10

RULES AND REGULATIONS; SIGNS

- 10.1 Rules and Regulations. LESSEE agrees to comply with any and all rules and regulations for general application to lessees at the Property established by LESSOR, and any and all others, from time to time, as determined and published by LESSOR and provided to LESSEE, to be necessary for the orderly and efficient operation of the Property. However, LESSOR shall not be responsible to LESSEE for failure to enforce any of such rules and regulations or for the non-observance or violation of any of such rules and regulations by any other tenant or owner or by any other person, or for the non-observance or violation of or failure to enforce or to perform the provisions of any other lease.
- 10.2 Signs. LESSEE shall not erect any sign at, on, or about the Property or the outside of the Building or any exterior door, wall, window, or portion of the LEASED PREMISES without LESSOR'S prior written authorization, which authorization shall not be unreasonably withheld or delayed. LESSEE hereby unconditionally and irrevocably authorizes LESSOR to enter upon the LEASED PREMISES as set forth herein, at LESSEE's expense and without liability or penalty, and to remove any materials or displays not in accordance with each and all of the foregoing provisions. All signage shall be permitted by the appropriate governmental body.

ARTICLE 11

CASUALTY AND CONDEMNATION

- 11.1 Damage by Casualty. Should a substantial portion of the LEASED PREMISES or the Property be substantially damaged by fire or other casualty, LESSOR or LESSEE may elect to terminate this Lease, upon thirty (30) days prior written notice. During the period of time when fire or casualty renders the LEASED PREMISES substantially unsuitable for its intended use, a just and proportionate abatement of Rent shall be made. Further, within thirty (30) days after such fire or other casualty, LESSOR shall give written notice to LESSEE with respect to whether or not LESSOR will restore the LEASED PREMISES. LESSEE may elect to terminate this Lease if either (a) LESSOR notifies LESSEE that LESSOR has elected not to restore the LEASED PREMISES or (b) LESSOR elects to restore but it the Property may not be stored within one hundred and eighty (180) days after such fire or casualty.
- 11.2 Taking of Property or Leased Premises. If the Property shall be taken in part or in its entirety under any condemnation or eminent domain proceedings (each such occurrence being hereinafter referred to as a "Taking") by any governmental authority (the "Taking Authority") during the Term hereof, then the Term hereof shall terminate as of the date physical possession of the Property (or a portion thereof) is taken by the Taking Authority, and LESSEE shall be liable for the payment of Rent, and all other charges due from LESSEE hereunder, and performance of the other terms and conditions of this Lease on LESSEE's part to be performed only up to date of such termination, and any Rent paid in advance for periods following such date shall be apportioned and promptly refunded to LESSEE.
- 11.3 Miscellaneous Provisions Regarding Casualty or Taking.
- 11.3.1 In the event this Lease is terminated or terminates by reason of a Taking or a Casualty, the provisions of the Lease applicable upon expiration of the Lease shall govern the parties.
- 11.3.2 LESSOR will seek to have any mortgagee of the Building provide for application of the proceeds of any Taking awards to restoration, repair, and reconstruction of the portion of such property remaining after the Taking. Notwithstanding the amount of land, building, or improvements taken by condemnation or eminent domain or the termination or continuance of this Lease with respect thereto, LESSEE shall not participate or share in any recovery, award, or damages payable or paid as to such Taking, nor have or assert any right, claim, or cause of action against LESSOR, the fee owner, or mortgagee of the Property or, except as expressly provided in Article 11.3.3 below, the Taking Authority whether for the loss of, or diminution in value of, the unexpired Term of this Lease, or as to the Taking of any such land, building, and/or improvements or otherwise.

11.3.3 If permitted by statute, LESSEE may assert a separate and independent claim for and recover from the Taking Authority, but not from LESSOR, any compensation as may be separately awarded or recoverable by LESSEE in its own name and right for any damage to LESSEE's portable fixtures and equipment, or on account of any expenses which it shall incur in removing its merchandise, furnishings, and equipment from the LEASED PREMISES, but in no event shall any such claims or recoveries be claims or asserted in the event the same would, may, or shall diminish, offset, or bar any damages, recovery, or award to LESSOR or the fee owner of the LEASED PREMISES.

ARTICLE 12
USE OF LEASED PREMISES

12.1 Use of Leased Premises. The LESSEE shall use the Leased Premises only for the purposes of a Registered Marijuana Dispensary and activities reasonably related thereto to the extent permitted by applicable zoning and no other purpose.

12.2 Compliance with Laws. LESSEE, at its sole cost and expense, shall comply with all laws, rules, orders and regulations of federal, state, county, and municipal authorities (collectively, "Governmental Regulations") in all material aspects, and with any direction of any public officers pursuant to law, which impose any duty upon LESSOR or LESSEE with respect to LESSEE's specific use of the LEASED PREMISES. The LESSEE acknowledges that no trade, occupation or any practices shall be conducted in the LEASED PREMISES or use made thereof which will injure the LEASED PREMISES, the Building or the Property, be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the LEASED PREMISES are situated, violate any certificate of occupancy affecting the same, or constitute a public or private nuisance or a menace to other lessees of the Property.

ARTICLE 13
ADDITIONAL COVENANTS OF LESSEE

13.1 Floor Weight, Injury To Leased Premises. The LESSEE will not in any manner deface or injure the LEASED PREMISES or any part thereof or overload the floors of the LEASED PREMISES, it being agreed that in no event shall any dead loads (e.g., furnishings, equipment, file cabinets, or book shelves) be placed upon the said floors exceeding one hundred (100) pounds per square foot of floor space covered without prior written approval of the LESSOR.

13.2 DELETED

13.3 Personal Property at LESSEE's Risk. The LESSEE agrees that all personal property upon the

LEASED PREMISES shall be at the sole risk of the LESSEE, and the LESSOR shall not be liable for any damage thereto or for loss or loss of use or theft thereof

- 13.4 Prohibition on Animals, Etc. No animals (except guide dogs), bicycles, or other vehicles (except those designed for medical conditions and usage approved by the LESSOR) shall be allowed in the LEASED PREMISES or the Building and the LESSEE shall cooperate with the LESSOR in enforcing this provision.
- 13.5 Obstruction. The LESSEE shall not permit obstruction of the sidewalks, corridors, elevators, or stairways, or permit the use thereof other than for the purposes for which the same were constructed, without the express written consent of the LESSOR.
- 13.6 Prohibition on Solicitation. Canvassing, soliciting, and peddling in the LEASED PREMISES or the Building is prohibited, and the LESSEE shall cooperate to prevent the same.
- 13.7 Hazardous Substances. LESSEE shall not permit the emission, release, threat of release or other escape of any Hazardous Materials so as to adversely affect in any manner, even temporarily, any element or part of the LEASED PREMISES or the Property. LESSEE shall not use, generate, store or dispose of Hazardous Materials in or about the LEASED PREMISES, or dump, flush or in any way introduce Hazardous Materials into sewage or other waste disposal systems serving the LEASED PREMISES (nor shall LESSEE permit or suffer any of the foregoing), in any manner not in full compliance with all applicable federal, state and local statutes, laws, codes, ordinances, by-laws, rules and regulations for the use, generation, storage and disposal of Hazardous Materials. The LESSEE shall be responsible for the removal or disposal of Hazardous Materials generated by the LESSEE, such removal and disposal to be done in accordance with all applicable laws and regulations.

For purposes of this Lease, "Hazardous Materials" means, collectively, any animal wastes, medical waste, blood, biohazardous materials, hazardous waste, hazardous substances, pollutants or contaminants, oils, radioactive materials, asbestos in any form or condition, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any such substances or materials on account of their biological, chemical, radioactive, hazardous or toxic nature, all as now in effect or hereafter from time to time enacted or amended.

ARTICLE 14
INDEMNIFICATION

LESSEE shall protect, indemnify and hold LESSOR harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property or any injury to such persons occurring in, on or about the LEASED PREMISES or the Building or the Land to the extent that such injury or damage shall be caused by or arise claimed acts of negligence or omission by or of LESSEE, its agents, invitees, servants, employees, guests or contractors. LESSOR shall protect, indemnify and hold LESSEE harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property or any injury to any person occurring in, on or about the LEASED PREMISES or the Building or the Land to the extent that such injury or damage shall be caused by or arise from a negligent act or omission by or of LESSOR, its agents, invitees, servants, employees, guests or contractors.

ARTICLE 15
DEFAULTS

1. Each of the following shall be an event of default (an "Event of Default") under this Lease:
 - 15.1.1 LESSEE shall fail to make a payment due hereunder, whether such sum be any installment of the Rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to LESSOR required by this Lease and such failure shall continue for a period of fifteen (15) days after written notice that such payment was not made when due.
 - 15.1.2 LESSEE shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within thirty (30) days after written notice of such failure to LESSEE provided, however, that such failure shall not be an Event of Default if such failure could not reasonably be cured during such thirty (30) day period, LESSEE has commenced the cure within such thirty (30) business day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.
 - 15.1.3 LESSEE shall fail to vacate the LEASED PREMISES immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of LESSEE's right to possession only.
 - 15.1.4 LESSEE shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any

insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof

- 15.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating LESSEE bankrupt, or appointing a receiver of LESSEE, or of the whole or any substantial part of its property, without the consent of LESSEE, or approving a petition filed against LESSEE seeking reorganization or arrangement of LESSEE under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.
- 15.1.6 Revocation of LESSEE's permit to operate and RMD.

ARTICLE 16
REMEDIES

16.2 LESSOR's Remedies. Upon the occurrence of an Event of Default, LESSOR shall have the following rights and remedies:

- 16.2.1 LESSOR shall have the right at its election, at any time thereafter, to give LESSEE written notice of LESSOR's election to terminate this Lease and LESSEE's right to possession on a date specified in such notice. Upon the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of LESSEE hereunder shall expire and terminate, but LESSEE shall remain liable as hereinafter provided for all of its obligations contained in this lease.
- 16.2.2 LESSOR shall have the immediate right, when this Lease has been terminated pursuant to Section 16.2.1, to re-enter and repossess the LEASED PREMISES or any part thereof in the name of the whole and repossess the same as of its former estate by force, summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, and without incurring any liability for any damage resulting therefrom.
- 16.2.3 At any time or from time to time after the repossession of the LEASED PREMISES or any part thereof pursuant to Section 16.2.2, when this Lease has been terminated pursuant to Section 16.2.1, LESSOR may relet the LEASED PREMISES or any part

thereof for the account of LESSEE, without notice to LESSEE, for such term or terms and on such conditions and for such uses as LESSOR, may determine.

- 16.2.4 In the event of any termination of this Lease or repossession of the LEASED PREMISES or any part thereof by reason of the occurrence of an Event of Default, LESSEE will pay to LESSOR the Rent and other sums required to be paid by LESSEE hereunder for the period to and including the date of such termination or repossession. Notwithstanding any termination of this Lease by LESSOR, LESSEE shall pay to LESSOR the Rent and all other sums payable up to the time of such termination of this Lease or LESSEE's right to possession under this Lease, and thereafter, LESSEE covenants and agrees to pay LESSOR until the end of the Term the equivalent of the amount of all the Rent and all other sums reserved herein required to be paid by LESSEE, and the same shall be due and payable by LESSEE to LESSOR on the dates such Rent and other sums above specified are due under this Lease. This shall pertain to any future payments due under the additional exhibits which would become due immediately upon termination.
- 16.2.5 Upon any termination of this Lease, whether by lapse of time or otherwise, LESSOR shall be entitled to recover as damages, all Rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by LESSEE on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) an amount equal to the then present value of the Rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as Additional Rent under this Lease and all other sums provided in this Lease to be paid by LESSEE, minus the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described herein relating to recovery of the LEASED PREMISES, preparation for reletting and for reletting itself; and (c) the cost of performing any other covenants which would have otherwise been performed by LESSEE.
- 16.2.6 LESSOR's Cure Rights. If LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions of this Lease, LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of LESSEE.
- 16.2.7 LESSEE's Obligation to Reimburse LESSOR. If LESSOR makes any expenditures (pursuant to Section 16.2.6 above or otherwise) or incurs any obligations for the payment of money in connection with any failure of LESSEE to perform fully all of its obligations under this Lease, such sums paid or obligations incurred (including but not limited to, reasonable attorney's fees and court costs in instituting, prosecuting or defending any action or proceeding), with interest at the rate of one and one half percent (1-1/2%) per month and costs, shall upon demand be paid to LESSOR by LESSEE.

- 16.2.8 No Waiver. LESSOR's failure to take action against LESSEE with respect to any default in LESSEE's performance of its obligations hereunder shall not, under any circumstances, constitute a waiver of any of LESSOR's rights under this Lease and, further, no waiver of any of the provisions of this Lease shall be effective unless given in writing nor shall any waiver be construed as a waiver of any of the other provisions hereof or as a waiver of the same provisions for any subsequent time. Further, no waiver of any condition or covenant of this Lease by LESSOR shall be deemed to imply or constitute a further waiver by LESSOR of any other condition or covenant of this Lease.
- 16.2.9 Acceptance of Late Payments. No payment by LESSEE, or acceptance by LESSOR, of a lesser amount than then due from LESSEE to LESSOR shall be treated otherwise than as a payment on account regardless of any letter accompanying such check or legend entered upon such check. Further, no acceptance of any payment by LESSOR from LESSEE shall in any way constitute a waiver of any default then existing or which would exist with the proper giving of notice.
- 16.2.10 Interest on Late Payments. If LESSEE shall fail to pay, when the same is due and payable, any Rent or any other charges or payments required hereunder, such unpaid amounts shall bear interest from fifteen (15) days after the due date thereof to the date of payment at the annual rate of interest of ten percent (10%) per annum, but in no event higher than the maximum rate permitted by law.
- 16.2.11 Remedies Cumulative. Any and all remedies set forth in this Lease (a) shall be in addition to any and all other remedies LESSOR may have at law or in equity, (b) shall be cumulative, and (c) may be pursued successively or concurrently as LESSOR may elect. The exercise of any remedy by LESSOR shall not be deemed an election of remedies or preclude LESSOR from exercising any other remedies in the future.
- 16.2.12 Remedy for Revocation of Permit. In the event LESSEE's permit to operate a RMD is revoked, in accordance with 15.1.6, LESSOR's sole and exclusive remedy is \$136,000 to be personally guaranteed by Andrea Noble.

ARTICLE 17

ASSIGNMENT AND SUBLETTING

The LESSEE shall not assign or sublet the whole or any part of the LEASED PREMISES. Without LESSOR's prior written consent, which shall not be unreasonably withheld.

ORIGINAL

ARTICLE 18
LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times upon twenty-four (24) hours prior notice to LESSEE, enter the LEASED PREMISES but ONLY WITH THE LESSEE OR ITS AGENTS to (a) inspect the same, make repairs or improvements; (b) remove placards and signs not approved and affixed as herein provided; (c) show the LEASED PREMISES to prospective lenders at any time, to prospective lessees within six (6) months before the expiration of the Term, and (d) affix to any suitable part of the LEASED PREMISES a notice for letting the LEASED PREMISES or property of which the LEASED PREMISES are a part and keep the same so affixed without hindrance or molestation, provided that such access shall not interfere with the business operations of the LESSEE. In the event of an emergency, LESSOR has the right to enter the premises if the LESSEE is uncooperative and/or non-responsive without the LESSOR being present.

ARTICLE 19
LEASE SUBORDINATED; ESTOPPEL CERTIFICATE

- 19.1 Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, easements or rights of way now or at any time hereinafter, constituting a lien or liens on the Property and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds or trust or other such instruments within fifteen (15) days of such request, and LESSEE unequivocally appoints LESSOR as its attorney-in-fact, in LESSEE's name, to execute such instrument.
- 19.2 Estoppel Certificates. LESSEE shall, within fifteen (15) days after request from LESSOR, deliver to any proposed mortgagee or purchaser of all or any part of the Property, in recordable form, a certificate certifying and covenanting any and all information requested, including, but not limited to, the following: (a) the date of this Lease, the date when the Term of this Lease commenced, the date of the expiration of the Term, and the date when Rent commenced to accrue hereunder; (b) that this Lease is unmodified, not amended, and in full force and effect; or, if there have been any amendments or modifications, that the Lease is in full force and effect as so amended or modified and stating the amendments or modifications and the dates thereof; (c) whether or not there are then existing any setoffs or defenses against the enforcement of any of the terms and/or conditions

of this Lease and any amendments or modifications hereof on the part of LESSEE to be performed, and, if so, specifying the same; (d) the dates, if any, to which the Rent and other sums on LESSEE's part to be paid hereunder have been paid and/or paid in advance; and (e) that LESSEE has accepted the LEASED PREMISES, or LESSEE will specify any particular items which LESSEE has not accepted.

ARTICLE 20

QUIET ENJOYMENT

LESSOR agrees that the LESSEE, upon paying the Rent and performing and observing the covenants, conditions and agreements hereof on the part of the LESSEE, shall and may peaceably hold and enjoy the LEASED PREMISES during the Term of this Lease without interruption or disturbance, subject, however, to the terms of this Lease. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as a personal covenant of the LESSOR, except to the extent of the LESSOR's interest in the LEASED PREMISES.

ARTICLE 21

NOTICES

Any and all notices, demands, consents or approvals required hereunder or relating to the LEASED PREMISES or the occupancy thereof shall be given in writing and shall be deemed duly served, if delivered by hand; mailed by registered or certified mail, return receipt requested, postage prepaid; or delivered by express mail or federal express as follows:

If to the LESSEE: Douglas B. Noble c/o In Good Health, Inc.
One Huntington Ave. #604, Boston, MA 02116

If to the LESSOR: Mark Abrams c/o Star Printing Corp.
1200 West Chestnut Street, Brockton, MA 02301

All rent payments shall be sent to the LESSOR, c/o Mark Abrams c/o Star Printing Corp., 1200 West Chestnut Street, Brockton, MA 02301. Either party may change the address to which notices to it are to be given by a notice given to the other party as specified herein. If either party at any time designates some other person to receive payments or notices under this Lease, all such payments or notices thereafter by the other party shall be paid or given to the agent designated until notice to the contrary is received from the designating party.

ARTICLE 22
SURRENDER, HOLDING OVER

22.1 Surrender of Leased Premises. The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's goods and effects from the LEASED PREMISES (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the LEASED PREMISES) and leave the LEASED PREMISES broom clean and otherwise in the same condition as existed as of the Commencement Date, leasehold improvements, reasonable wear and tear, damage due to fire or casualty excepted. The LESSEE shall deliver to the LESSOR the LEASED PREMISES and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the LEASED PREMISES, in good condition, reasonable wear and tear and damage due to fire and casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the LEASED PREMISES, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at the LESSEE's expense or to retain the same under the LESSOR's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22.2 Holding Over. If Lessee fails to vacate the Premises at the end of the term, then Lessee shall be a tenant at sufferance and, in addition to all other damages and remedies which Lessor may be entitled for such holding over, which shall include, without limitation, damages resulting from Lessor's inability to timely deliver all or a portion of the Premises to a new tenant, Tenant shall pay Base rent equal to the greater of (a) one hundred fifty (150%) percent of the monthly Base rent and Additional Rent payable during the last month of the Term, or (b) the prevailing rental rate for similar space in comparable facilities in the area. In such event, Lessee shall pay rent on a monthly basis and shall not be entitled to a daily proration.

ARTICLE 23
LIENS

LESSEE shall keep the LEASED PREMISES, the Building and the appurtenant Land and LESSEE's leasehold interest in the LEASED PREMISES free from any liens arising out of any

services, work or materials performed, furnished or contracted for by LESSEE, or obligations incurred by LESSEE. In the event that LESSEE fails, within thirty (30) days following such imposition of any such lien, to either cause the same to be released of record or provide LESSOR with insurance against the same to the satisfaction of LESSOR, LESSOR shall have the right to cause the same to be released by such means as it deems proper. Any costs and expenses incurred by LESSOR in connection therewith shall be payable to LESSOR by LESSEE within thirty (30) days of LESSOR's demand. The Lessor shall not be responsible for any obligations that did not exist during the time that it owned the property, and also that Lessee's only remedy is against the Property and not the Lessor.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.1 Governing Law. This Lease shall be governed by the law of the Commonwealth of Massachusetts and shall be deemed to have been made, executed, delivered and accepted by the respective parties in that state.
- 24.2 Partial Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 24.3 Captions. The captions of this Lease are for convenience and reference only and shall not be deemed or construed to bind, modify, increase, or decrease the terms and conditions of this Lease, or any interpretation or construction thereof.
- 24.4 Successors and Assigns. The terms and conditions in this Lease shall apply to and be binding upon the parties herein and their respective successors and assigns, except as expressly otherwise provided.
- 24.5 Recording of Lease. LESSEE shall not record this Lease.
- 24.6 Amendments. No change, amendment, deletion, or addition to this Lease shall be effective unless in writing and signed by the parties.
- 24.7 No Partnership. Nothing in this Lease shall create or be construed to create a partnership between LESSEE and LESSOR, or make them joint venturers, or bind or make LESSOR in any way liable or responsible for any acts, omissions, negligence, debts or obligations of LESSEE.

24.8 Authority. The LESSOR and the LESSEE hereby represent and warrant to the other that they have all the requisite power and authority to execute and deliver this Lease and to consummate the transactions contemplated herein and that the persons executing this Lease on behalf of said entities are authorized and empowered to do so.

24.9 Attorneys' Fees. All costs and expenses, including reasonable attorneys fees, incurred by either party in successfully enforcing this Lease or incurred by either party as a result of any successful litigation to which LESSOR or LESSEE becomes a party as a result of this Lease shall be paid by the unsuccessful party.



24.10 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding, upon the LESSOR or the LESSEE, unless reduced to writing and signed by the party or parties to be charged therewith.

24.11 Exhibits. The Exhibits attached hereto are incorporated into this Lease by reference.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of this 12th day of November, 2013.

LESSEE: In Good Health, Inc

By:

 President


LESSOR: Star Printing Corp.

By:

 President

ORIGINAL

EXHIBIT A

LAND

ORIGINAL

EXHIBIT B

LEASED PREMISES

EXHIBIT C

RENEWAL TERM, RENTS, ADDITIONAL RENT, COMMENCEMENT EXTENTION

COMMENCEMENT EXTENSION : 1/1/14 through 6/30/14 (6 months) \$5,666/month

INITIAL BASE RENT : \$11,333/month

ADDITIONAL RENT : 4% of Net Revenue exceeding \$1M per year. Any costs associated with non compliance with Section 5.2.

BASE RENT INCREASE TO: \$9/sf – year 6 , \$10/sf – year 11 , \$12/sf – year 16

LESSEE must provide LESSOR with financial records quarterly and tax returns annually.
Payments to be made 15 days at the end of each quarter.

**EVIDENCE OF INTEREST IN PROCESSING SITE
(Exhibit 5.3)**

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Physical Address	County	Type of Evidence Attached
1200 West Chestnut Street, Brockton, MA 02301	Plymouth	Lease

ARTICLE 1
PARTIES

This Agreement of Lease (the "Lease") is made and entered into by and between Star Printing Corp. (hereinafter called "LESSOR") and In Good Health, Inc. (hereinafter called "LESSEE").

ARTICLE 2
PREMISES

1. Leased Premises. In consideration of the rent and covenants herein reserved and contained on the part of the LESSEE, to be paid, performed and observed, LESSOR hereby leases to LESSEE and LESSEE hereby leases and accepts from LESSOR, upon the terms and conditions set forth herein, a portion of the building (the "Building") presently situated on the real property located at 1200 West Chestnut Street, Brockton, MA 02301, said real property being that parcel of land more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"). That portion of the Building hereby demised is hereinafter referred to as the LEASED PREMISES. The LEASED PREMISES, consists of 16,000 square feet of rentable space and is set forth on the plan in Exhibit B annexed hereto and incorporated herein by reference.
2. Appurtenances. As appurtenant to LESSEE's rights to the use and enjoyment of the LEASED PREMISES, the LESSEE, its agents, guests and invitees shall have the right to use, in common with others entitled thereto, the entrances, lobbies, corridors, hallways, stairways, passageways, sidewalks, driveways and parking areas which may now or hereafter afford legal access to the LEASED PREMISES, and any and all common facilities, improvements and services serving the Building. The Building and its common areas, including the Land, shall be referred to herein as the "Property".
- 2.3 Parking. LESSEE shall be entitled to the non-exclusive use of the common areas of the Building, as they may exist from time to time during the Term, including the parking facilities, subject to LESSOR's rules and regulations regarding such use. The foregoing shall not be deemed to provide LESSEE with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces or any specific number of parking spaces.

ARTICLE 3TERM

1. Term. The term of this Lease shall be for an initial period of ten(10) years, commencing on the later to occur the Commonwealth of Massachusetts issues a permit to the LESSEE to operate a Registered Marijuana Dispensary ("RMD") and the City of Brockton approves the zoning, including any and all appeal periods, for the LESSEE to operate an RMD. (the "Commencement Date") and ending on ten(10) years from the commencement date (the "Termination Date"), unless extended or sooner terminated as herein provided (the initial term and any renewal term shall be referred to herein as the "Term").

1. The Commencement Date is the date on which the LEASED PREMISES will be ready for LESSEE's use and occupancy. LESSOR shall use reasonable diligence in having the LEASED PREMISES ready for LESSEE's occupancy on the Commencement Date, subject to delay by causes beyond the reasonable control of the LESSOR, including, without limitation, labor disputes, fire or other casualty, unusual delay in transportation or availability of materials, adverse weather conditions, or delay caused by the action or inaction of any architect or contractor or employee of any architect or contractor. In no event shall the Commencement Date be later than January 1, 2014 in accordance with the other provisions contained in this lease. LESSEE may extend the Commencement Date until 6/30/14 (6 months) in accordance with Exhibit C. LESSEE may terminate this Lease without further obligation to the LESSOR in the event that the LESSEE is denied permits from either the state or the city to operate a RMD.

- 3.2 Renewal Option. LESSEE shall have the right and option, which option shall not be severed from this Lease or separately assigned, mortgaged or transferred, at its election, to extend the Term for two(2) additional five(5) year period (a "Renewal Term"). The Renewal Term may only be exercised if LESSEE is not in default of any terms and conditions hereof and LESSEE is occupying the entire LEASED PREMISES at the time of the exercise of such option and at the beginning of such Renewal Term and is operating the RMD on a full-time basis. Such option to extend shall be exercisable by giving written notice to LESSOR at least twelve (12) months prior to the expiration of the initial Term or Renewal Term. The Renewal Term shall be upon the same terms and conditions hereof except for the rental amounts which shall be adjusted as set forth in Exhibit C attached hereto and incorporated herein by reference. Notwithstanding the foregoing, in the event of an assignment of this Lease in whole or in part or sublease of the LEASED PREMISES, or any portion thereof, the LESSEE and its assignee or sublessee shall not have the option to extend the Term hereof.

ARTICLE 4

RENT

1. Base Rent. LESSEE agrees to pay to LESSOR for each year of the Term, without deduction or offset, the base annual rent as set forth in Exhibit C attached hereto and incorporated herein by reference ("Rent"). The Rent shall be payable in equal monthly installments as shown on Exhibit C and each installment shall be payable in advance on the first day of each month during the Term hereof. If the Term commences or terminates on other than the last day of any month, the Rent shall be equitably apportioned. All Rent shall be payable in lawful money of the United States to the LESSOR at LESSOR's address hereinafter set forth for the giving of notice or such other place as LESSOR may from time to time designate in writing to LESSEE.

LESSEE is responsible for real estate taxes equal to 30% of the taxes assessed to complete building.

ARTICLE 5

CONDITION OF LEASED PREMISES, REPAIRS AND MAINTENANCE

1. Condition of Premises. LESSEE accepts the LEASED PREMISES in the condition in which they are at present time. Acknowledging that they are in good order and condition and sufficient for the uses intended by LESSEE. LESSEE agrees that it has had full and adequate opportunity to inspect the LEASED PREMISES and has done so to its satisfaction. LESSOR has made and LESSEE has relied on no representations and warranties, whether express or implied, as to the condition of the LEASED PREMISES or their suitability for LESSEE's use. All cost associated with the build out is the sole responsibility of the LESSEE.
- 5.2 LESSEE's Maintenance Obligations. LESSEE shall, at LESSEE's sole cost and expense, (a) keep neat, clean and in good order the interior of the LEASED PREMISES, excluding only those repairs or replacements required to be performed by LESSOR by the terms of this Lease, reasonable wear and tear and damage by fire or other casualty excepted; and (b) keep unclogged and in good repair all drains, traps and sewer pipes and maintain and leave same in good working order. The LESSEE shall replace plate glass and other glass broken in the LEASED PREMISES. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped, defaced, or suffer any waste. Trash generated in the ordinary course of business by LESSEE shall be deposited in a dumpster designated by LESSOR on the Property and the cost of this dumpster and removal of trash from the dumpster will be the responsibility of LESSOR. If repairs are required to be made by LESSEE pursuant to the terms hereof, LESSOR may demand that LESSEE make the same forthwith, and if LESSEE refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, LESSOR may (but shall not be required to do so) make or cause such repairs to be made and all costs incurred by LESSOR shall be promptly paid by LESSEE upon demand therefore from LESSOR.

5.3 LESSOR's Maintenance Obligations. The LESSOR shall maintain the structure of the Building and all common areas in good, clean and safe conditions at all times, reasonable wear and tear excepted, unless such maintenance is required because of an act or omission by LESSEE or its agents. LESSOR shall provide the following services.

Lessor shall not be liable to the Lessee if he is unable to furnish any of the listed utilities or other services if they are beyond Lessor's control.

- a. Furnish hot and cold water to the LEASED PREMISES.
- b. DELETED
- c. DELETED
- d. Supply reasonable heat to the LEASED PREMISES during the normal heating season and reasonable air-conditioning during the normal cooling season.
- e. Supply reasonable electricity to the LEASED PREMISES reasonable for lighting and business equipment associated with normal medical office practices.
- g. Remove snow and ice from the sidewalks, driveways, and parking areas of the Property, within a reasonable time frame.
- h. DELETED

ARTICLE 6
UTILITIES and REAL ESTATE TAXES

LESSEE shall pay all utilities and services, whether public or private, consumed on or in connection with the use and occupancy of the LEASED PREMISES, including without limitation hot water, sewer, gas, heat and electricity which are separately metered and billed to Tenant. Otherwise, utility charges shall be the Landlord's responsibility. LESSEE shall pay all real estate taxes related to the premises.

ARTICLE 7
BROKERAGE

LESSEE warrants that it has dealt with no broker in connection with this Lease, and agrees to defend and indemnify LESSOR against any claim, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees) incurred by LESSOR on account of any breach of such warranty. LESSOR warrants that it has dealt with no broker in connection with the consummation of this Lease, and agrees to indemnify LESSEE against any claim, loss damage, cost or expense (including, without limitation, reasonable attorney's fees) incurred by LESSEE on account of any breach of such warranty.

ARTICLE 8
ALTERATIONS AND IMPROVEMENTS

The LESSEE shall not make any alterations, additions or renovations to the LEASED PREMISES (including the relocation, removal, replacement or addition of interior partitions and lighting fixtures, interior painting etc.) without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. All such allowed alterations or renovations shall be performed in good and workmanlike manner and in compliance with all applicable laws at the LESSEE's sole cost and expense. LESSEE shall require contractors employed or hired by the LESSEE to carry workmen's compensation insurance in accordance with statutory requirements and comprehensive public liability insurance covering such contractors on or about the LEASED PREMISES or the Building in amounts at least equal to the limits set forth Article 9 below. Any alterations or improvements made by LESSEE shall become the property of the LESSOR at the expiration or earlier termination of the Term, unless LESSOR requires the removal of such alterations or improvements by LESSEE prior to the expiration of the Term.

ARTICLE 9
INSURANCE

- 9.1 Insurance to be Maintained by LESSEE. At its own cost and expense the LESSEE shall maintain throughout the Term of this Lease the following insurance coverage: (a) comprehensive general liability public insurance policy (including broad form contractual liability, independent contractor's hazard and completed operations coverage) covering claims for injury or death to persons or property occurring in or about the LEASED PREMISES or the Property, or arising out of ownership, maintenance, use, or occupancy thereof by the LESSEE, in the amount of One Million Dollars (\$1,000,000.00), with property damage insurance with limits of One Million Dollars (\$1,000,000.00); (b) all risk hazard insurance including and not limited to fire, extended coverage, vandalism and malicious mischief insurance, and covering any and all of the LESSEE's equipment, trade fixtures, tools, inventory, and personal property in, at, or about the LEASED

PREMISES, in the full amount of the replacement cost of any and all of the same.

- 9.2 Other Insurance Requirements. All such insurance procured by LESSEE as provided herein shall be in responsible companies qualified to do business in Massachusetts and in good standing therein, insuring LESSOR and LESSOR's mortgagee (if any) as well as LESSEE against injury to persons or damage to property as herein provided. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the Commencement Date, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled or modified without at least thirty (30) days prior written notice to each insured named therein.
3. Waiver of Subrogation. So long as their respective insurers so permit, LESSEE and LESSOR hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE 10

RULES AND REGULATIONS; SIGNS

- 10.1 Rules and Regulations. LESSEE agrees to comply with any and all rules and regulations for general application to lessees at the Property established by LESSOR, and any and all others, from time to time, as determined and published by LESSOR and provided to LESSEE, to be necessary for the orderly and efficient operation of the Property. However, LESSOR shall not be responsible to LESSEE for failure to enforce any of such rules and regulations or for the non-observance or violation of any of such rules and regulations by any other tenant or owner or by any other person, or for the non-observance or violation of or failure to enforce or to perform the provisions of any other lease.
- 10.2 Signs. LESSEE shall not erect any sign at, on, or about the Property or the outside of the Building or any exterior door, wall, window, or portion of the LEASED PREMISES without LESSOR'S prior written authorization, which authorization shall not be unreasonably withheld or delayed. LESSEE hereby unconditionally and irrevocably authorizes LESSOR to enter upon the LEASED PREMISES as set forth herein, at LESSEE's expense and without liability or penalty, and to remove any materials or displays not in accordance with each and all of the foregoing provisions. All signage shall be permitted by the appropriate governmental body.

ARTICLE 11

CASUALTY AND CONDEMNATION

- 11.1 Damage by Casualty. Should a substantial portion of the LEASED PREMISES or the Property be substantially damaged by fire or other casualty, LESSOR or LESSEE may elect to terminate this Lease, upon thirty (30) days prior written notice. During the period of time when fire or casualty renders the LEASED PREMISES substantially unsuitable for its intended use, a just and proportionate abatement of Rent shall be made. Further, within thirty (30) days after such fire or other casualty, LESSOR shall give written notice to LESSEE with respect to whether or not LESSOR will restore the LEASED PREMISES. LESSEE may elect to terminate this Lease if either (a) LESSOR notifies LESSEE that LESSOR has elected not to restore the LEASED PREMISES or (b) LESSOR elects to restore but if the Property may not be stored within one hundred and eighty (180) days after such fire or casualty.
- 11.2 Taking of Property or Leased Premises. If the Property shall be taken in part or in its entirety under any condemnation or eminent domain proceedings (each such occurrence being hereinafter referred to as a "Taking") by any governmental authority (the "Taking Authority") during the Term hereof, then the Term hereof shall terminate as of the date physical possession of the Property (or a portion thereof) is taken by the Taking Authority, and LESSEE shall be liable for the payment of Rent, and all other charges due from LESSEE hereunder, and performance of the other terms and conditions of this Lease on LESSEE's part to be performed only up to date of such termination, and any Rent paid in advance for periods following such date shall be apportioned and promptly refunded to LESSEE.
- 11.3 Miscellaneous Provisions Regarding Casualty or Taking.
- 11.3.1 In the event this Lease is terminated or terminates by reason of a Taking or a Casualty, the provisions of the Lease applicable upon expiration of the Lease shall govern the parties.
- 11.3.2 LESSOR will seek to have any mortgagee of the Building provide for application of the proceeds of any Taking awards to restoration, repair, and reconstruction of the portion of such property remaining after the Taking. Notwithstanding the amount of land, building, or improvements taken by condemnation or eminent domain or the termination or continuance of this Lease with respect thereto, LESSEE shall not participate or share in any recovery, award, or damages payable or paid as to such Taking, nor have or assert any right, claim, or cause of action against LESSOR, the fee owner, or mortgagee of the Property or, except as expressly provided in Article 11.3.3 below, the Taking Authority whether for the loss of, or diminution in value of, the unexpired Term of this Lease, or as to the Taking of any such land, building, and/or improvements or otherwise.

- 11.3.3 If permitted by statute, LESSEE may assert a separate and independent claim for and recover from the Taking Authority, but not from LESSOR, any compensation as may be separately awarded or recoverable by LESSEE in its own name and right for any damage to LESSEE's portable fixtures and equipment, or on account of any expenses which it shall incur in removing its merchandise, furnishings, and equipment from the LEASED PREMISES, but in no event shall any such claims or recoveries be claims or asserted in the event the same would, may, or shall diminish, offset, or bar any damages, recovery, or award to LESSOR or the fee owner of the LEASED PREMISES.

ARTICLE 12
USE OF LEASED PREMISES

- 12.1 Use of Leased Premises. The LESSEE shall use the Leased Premises only for the purposes of a Registered Marijuana Dispensary and activities reasonably related thereto to the extent permitted by applicable zoning and no other purpose.
- 12.2 Compliance with Laws. LESSEE, at its sole cost and expense, shall comply with all laws, rules, orders and regulations of federal, state, county, and municipal authorities (collectively, "Governmental Regulations") in all material aspects, and with any direction of any public officers pursuant to law, which impose any duty upon LESSOR or LESSEE with respect to LESSEE's specific use of the LEASED PREMISES. The LESSEE acknowledges that no trade, occupation or any practices shall be conducted in the LEASED PREMISES or use made thereof which will injure the LEASED PREMISES, the Building or the Property, be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the LEASED PREMISES are situated, violate any certificate of occupancy affecting the same, or constitute a public or private nuisance or a menace to other lessees of the Property.

ARTICLE 13
ADDITIONAL COVENANTS OF LESSEE

- 13.1 Floor Weight, Injury To Leased Premises. The LESSEE will not in any manner deface or injure the LEASED PREMISES or any part thereof or overload the floors of the LEASED PREMISES, it being agreed that in no event shall any dead loads (e.g., furnishings, equipment, file cabinets, or book shelves) be placed upon the said floors exceeding one hundred (100) pounds per square foot of floor space covered without prior written approval of the LESSOR.

13.2 DELETED

- 13.3 Personal Property at LESSEE's Risk. The LESSEE agrees that all personal property upon the

LEASED PREMISES shall be at the sole risk of the LESSEE, and the LESSOR shall not be liable for any damage thereto or for loss or loss of use or theft thereof.

- 13.4 Prohibition on Animals, Etc. No animals (except guide dogs), bicycles, or other vehicles (except those designed for medical conditions and usage approved by the LESSOR) shall be allowed in the LEASED PREMISES or the Building and the LESSEE shall cooperate with the LESSOR in enforcing this provision.
- 13.5 Obstruction. The LESSEE shall not permit obstruction of the sidewalks, corridors, elevators, or stairways, or permit the use thereof other than for the purposes for which the same were constructed, without the express written consent of the LESSOR.
- 13.6 Prohibition on Solicitation. Canvassing, soliciting, and peddling in the LEASED PREMISES or the Building is prohibited, and the LESSEE shall cooperate to prevent the same.
- 13.7 Hazardous Substances. LESSEE shall not permit the emission, release, threat of release or other escape of any Hazardous Materials so as to adversely affect in any manner, even temporarily, any element or part of the LEASED PREMISES or the Property. LESSEE shall not use, generate, store or dispose of Hazardous Materials in or about the LEASED PREMISES, or dump, flush or in any way introduce Hazardous Materials into sewage or other waste disposal systems serving the LEASED PREMISES (nor shall LESSEE permit or suffer any of the foregoing), in any manner not in full compliance with all applicable federal, state and local statutes, laws, codes, ordinances, by-laws, rules and regulations for the use, generation, storage and disposal of Hazardous Materials. The LESSEE shall be responsible for the removal or disposal of Hazardous Materials generated by the LESSEE, such removal and disposal to be done in accordance with all applicable laws and regulations.

For purposes of this Lease, "Hazardous Materials" means, collectively, any animal wastes, medical waste, blood, biohazardous materials, hazardous waste, hazardous substances, pollutants or contaminants, oils, radioactive materials, asbestos in any form or condition, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any such substances or materials on account of their biological, chemical, radioactive, hazardous or toxic nature, all as now in effect or hereafter from time to time enacted or amended.

ARTICLE 14
INDEMNIFICATION

LESSEE shall protect, indemnify and hold LESSOR harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property or any injury to such persons occurring in, on or about the LEASED PREMISES or the Building or the Land to the extent that such injury or damage shall be caused by or arise claimed acts of negligence or omission by or of LESSEE, its agents, invitees, servants, employees, guests or contractors. LESSOR shall protect, indemnify and hold LESSEE harmless from and against any and all loss, claims, liability or costs (including court costs and reasonable attorney's fees) incurred by reason of any damage to any property or any injury to any person occurring in, on or about the LEASED PREMISES or the Building or the Land to the extent that such injury or damage shall be caused by or arise from a negligent act or omission by or of LESSOR, its agents, invitees, servants, employees, guests or contractors.

ARTICLE 15
DEFAULTS

1. Each of the following shall be an event of default (an "Event of Default") under this Lease:
 - 15.1.1 LESSEE shall fail to make a payment due hereunder, whether such sum be any installment of the Rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to LESSOR required by this Lease and such failure shall continue for a period of fifteen (15) days after written notice that such payment was not made when due.
 - 15.1.2 LESSEE shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within thirty (30) days after written notice of such failure to LESSEE provided, however, that such failure shall not be an Event of Default if such failure could not reasonably be cured during such thirty (30) day period, LESSEE has commenced the cure within such thirty (30) business day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.
 - 15.1.3 LESSEE shall fail to vacate the LEASED PREMISES immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of LESSEE's right to possession only.
 - 15.1.4 LESSEE shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any

insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

- 15.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating LESSEE bankrupt, or appointing a receiver of LESSEE, or of the whole or any substantial part of its property, without the consent of LESSEE, or approving a petition filed against LESSEE seeking reorganization or arrangement of LESSEE under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.
- 15.1.6 Revocation of LESSEE's permit to operate and RMD.

ARTICLE 16
REMEDIES

16.2 LESSOR's Remedies. Upon the occurrence of an Event of Default, LESSOR shall have the following rights and remedies:

- 16.2.1 LESSOR shall have the right at its election, at any time thereafter, to give LESSEE written notice of LESSOR's election to terminate this Lease and LESSEE's right to possession on a date specified in such notice. Upon the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of LESSEE hereunder shall expire and terminate, but LESSEE shall remain liable as hereinafter provided for all of its obligations contained in this lease.
- 16.2.2 LESSOR shall have the immediate right, when this Lease has been terminated pursuant to Section 16.2.1, to re-enter and repossess the LEASED PREMISES or any part thereof in the name of the whole and repossess the same as of its former estate by force, summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, and without incurring any liability for any damage resulting therefrom.
- 16.2.3 At any time or from time to time after the repossession of the LEASED PREMISES or any part thereof pursuant to Section 16.2.2, when this Lease has been terminated pursuant to Section 16.2.1, LESSOR may relet the LEASED PREMISES or any part

thereof for the account of LESSEE, without notice to LESSEE, for such term or terms and on such conditions and for such uses as LESSOR, may determine.

- 16.2.4 In the event of any termination of this Lease or repossession of the LEASED PREMISES or any part thereof by reason of the occurrence of an Event of Default, LESSEE will pay to LESSOR the Rent and other sums required to be paid by LESSEE hereunder for the period to and including the date of such termination or repossession. Notwithstanding any termination of this Lease by LESSOR, LESSEE shall pay to LESSOR the Rent and all other sums payable up to the time of such termination of this Lease or LESSEE's right to possession under this Lease, and thereafter, LESSEE covenants and agrees to pay LESSOR until the end of the Term the equivalent of the amount of all the Rent and all other sums reserved herein required to be paid by LESSEE, and the same shall be due and payable by LESSEE to LESSOR on the dates such Rent and other sums above specified are due under this Lease. This shall pertain to any future payments due under the additional exhibits which would become due immediately upon termination.
- 16.2.5 Upon any termination of this Lease, whether by lapse of time or otherwise, LESSOR shall be entitled to recover as damages, all Rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by LESSEE on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) an amount equal to the then present value of the Rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as Additional Rent under this Lease and all other sums provided in this Lease to be paid by LESSEE, minus the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described herein relating to recovery of the LEASED PREMISES, preparation for reletting and for reletting itself, and (c) the cost of performing any other covenants which would have otherwise been performed by LESSEE.
- 16.2.6 LESSOR's Cure Rights. If LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions of this Lease, LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of LESSEE.
- 16.2.7 LESSEE's Obligation to Reimburse LESSOR. If LESSOR makes any expenditures (pursuant to Section 16.2.6 above or otherwise) or incurs any obligations for the payment of money in connection with any failure of LESSEE to perform fully all of its obligations under this Lease, such sums paid or obligations incurred (including but not limited to, reasonable attorney's fees and court costs in instituting, prosecuting or defending any action or proceeding), with interest at the rate of one and one half percent (1-1/2%) per month and costs, shall upon demand be paid to LESSOR by LESSEE.

16.2.8 No Waiver. LESSOR's failure to take action against LESSEE with respect to any default in LESSEE's performance of its obligations hereunder shall not, under any circumstances, constitute a waiver of any of LESSOR's rights under this Lease and, further, no waiver of any of the provisions of this Lease shall be effective unless given in writing nor shall any waiver be construed as a waiver of any of the other provisions hereof or as a waiver of the same provisions for any subsequent time. Further, no waiver of any condition or covenant of this Lease by LESSOR shall be deemed to imply or constitute a further waiver by LESSOR of any other condition or covenant of this Lease.

16.2.9 Acceptance of Late Payments. No payment by LESSEE, or acceptance by LESSOR, of a lesser amount than then due from LESSEE to LESSOR shall be treated otherwise than as a payment on account regardless of any letter accompanying such check or legend entered upon such check. Further, no acceptance of any payment by LESSOR from LESSEE shall in any way constitute a waiver of any default then existing or which would exist with the proper giving of notice.

16.2.10 Interest on Late Payments. If LESSEE shall fail to pay, when the same is due and payable, any Rent or any other charges or payments required hereunder, such unpaid amounts shall bear interest from fifteen (15) days after the due date thereof to the date of payment at the annual rate of interest of ten percent (10%) per annum, but in no event higher than the maximum rate permitted by law.

16.2.11 Remedies Cumulative. Any and all remedies set forth in this Lease (a) shall be in addition to any and all other remedies LESSOR may have at law or in equity, (b) shall be cumulative, and (c) may be pursued successively or concurrently as LESSOR may elect. The exercise of any remedy by LESSOR shall not be deemed an election of remedies or preclude LESSOR from exercising any other remedies in the future.

16.2.12 Remedy for Revocation of Permit. In the event LESSEE's permit to operate a RMD is revoked, in accordance with 15.1.6, LESSOR's sole and exclusive remedy is \$136,000 to be personally guaranteed by Andrea Noble.

ARTICLE 17
ASSIGNMENT AND SUBLETTING

The LESSEE shall not assign or sublet the whole or any part of the LEASED PREMISES. Without LESSOR's prior written consent, which shall not be unreasonably withheld.

ARTICLE 18
LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times upon twenty-four (24) hours prior notice to LESSEE, enter the LEASED PREMISES but ONLY WITH THE LESSEE OR ITS AGENTS to (a) inspect the same, make repairs or improvements; (b) remove placards and signs not approved and affixed as herein provided; (c) show the LEASED PREMISES to prospective lenders at any time, to prospective lessees within six (6) months before the expiration of the Term, and (d) affix to any suitable part of the LEASED PREMISES a notice for letting the LEASED PREMISES or property of which the LEASED PREMISES are a part and keep the same so affixed without hindrance or molestation, provided that such access shall not interfere with the business operations of the LESSEE. In the event of an emergency, LESSOR has the right to enter the premises if the LESSEE is uncooperative and/or non-responsive without the LESSOR being present.

ARTICLE 19
LEASE SUBORDINATED; ESTOPPEL CERTIFICATE

- 19.1 Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, easements or rights of way now or at any time hereinafter, constituting a lien or liens on the Property and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds or trust or other such instruments within fifteen (15) days of such request, and LESSEE unequivocally appoints LESSOR as its attorney-in-fact, in LESSEE's name, to execute such instrument.
- 19.2 Estoppel Certificates. LESSEE shall, within fifteen (15) days after request from LESSOR, deliver to any proposed mortgagee or purchaser of all or any part of the Property, in recordable form, a certificate certifying and covenanting any and all information requested, including, but not limited to, the following: (a) the date of this Lease, the date when the Term of this Lease commenced, the date of the expiration of the Term, and the date when Rent commenced to accrue hereunder; (b) that this Lease is unmodified, not amended, and in full force and effect; or, if there have been any amendments or modifications, that the Lease is in full force and effect as so amended or modified and stating the amendments or modifications and the dates thereof; (c) whether or not there are then existing any setoffs or defenses against the enforcement of any of the terms and/or conditions

of this Lease and any amendments or modifications hereof on the part of LESSEE to be performed, and, if so, specifying the same; (d) the dates, if any, to which the Rent and other sums on LESSEE's part to be paid hereunder have been paid and/or paid in advance; and (e) that LESSEE has accepted the LEASED PREMISES, or LESSEE will specify any particular items which LESSEE has not accepted.

ARTICLE 20

QUIET ENJOYMENT

LESSOR agrees that the LESSEE, upon paying the Rent and performing and observing the covenants, conditions and agreements hereof on the part of the LESSEE, shall and may peaceably hold and enjoy the LEASED PREMISES during the Term of this Lease without interruption or disturbance, subject, however, to the terms of this Lease. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as a personal covenant of the LESSOR, except to the extent of the LESSOR's interest in the LEASED PREMISES.

ARTICLE 21

NOTICES

Any and all notices, demands, consents or approvals required hereunder or relating to the LEASED PREMISES or the occupancy thereof shall be given in writing and shall be deemed duly served, if delivered by hand; mailed by registered or certified mail, return receipt requested, postage prepaid; or delivered by express mail or federal express as follows:

If to the LESSEE: Douglas B. Noble c/o In Good Health , Inc.
One Huntington Ave. #604 , Boston , MA 02116

If to the LESSOR: Mark Abrams c/o Star Printing Corp .
1200 West Chestnut Street , Brockton , MA 02301

All rent payments shall be sent to the LESSOR, c/o Mark Abrams c/o Star Printing Corp. , 1200 West Chestnut Street , Brockton , MA 02301. Either party may change the address to which notices to it are to be given by a notice given to the other party as specified herein. If either party at any time designates some other person to receive payments or notices under this Lease, all such payments or notices thereafter by the other party shall be paid or given to the agent designated until notice to the contrary is received from the designating party.

ARTICLE 22
SURRENDER, HOLDING OVER

22.1 Surrender of Leased Premises. The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's goods and effects from the LEASED PREMISES (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the LEASED PREMISES) and leave the LEASED PREMISES broom clean and otherwise in the same condition as existed as of the Commencement Date, leasehold improvements, reasonable wear and tear, damage due to fire or casualty excepted. The LESSEE shall deliver to the LESSOR the LEASED PREMISES and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the LEASED PREMISES, in good condition, reasonable wear and tear and damage due to fire and casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the LEASED PREMISES, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at the LESSEE's expense or to retain the same under the LESSOR's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22.2 Holding Over. If Lessee fails to vacate the Premises at the end of the term, then Lessee shall be a tenant at sufferance and, in addition to all other damages and remedies which Lessor may be entitled for such holding over, which shall include, without limitation, damages resulting from Lessor's inability to timely deliver all or a portion of the Premises to a new tenant, Tenant shall pay Base rent equal to the greater of (a) one hundred fifty (150%) percent of the monthly Base rent and Additional Rent payable during the last month of the Term, or (b) the prevailing rental rate for similar space in comparable facilities in the area. In such event, Lessee shall pay rent on a monthly basis and shall not be entitled to a daily proration.

ARTICLE 23
LIENS

LESSEE shall keep the LEASED PREMISES, the Building and the appurtenant Land and LESSEE's leasehold interest in the LEASED PREMISES free from any liens arising out of any

services, work or materials performed, furnished or contracted for by LESSEE, or obligations incurred by LESSEE. In the event that LESSEE fails, within thirty (30) days following such imposition of any such lien, to either cause the same to be released of record or provide LESSOR with insurance against the same to the satisfaction of LESSOR, LESSOR shall have the right to cause the same to be released by such means as it deems proper. Any costs and expenses incurred by LESSOR in connection therewith shall be payable to LESSOR by LESSEE within thirty (30) days of LESSOR's demand. The Lessor shall not be responsible for any obligations that did not exist during the time that it owned the property, and also that Lessee's only remedy is against the Property and not the Lessor.

ARTICLE 24
MISCELLANEOUS PROVISIONS

- 24.1 Governing Law. This Lease shall be governed by the law of the Commonwealth of Massachusetts and shall be deemed to have been made, executed, delivered and accepted by the respective parties in that state.
- 24.2 Partial Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 24.3 Captions. The captions of this Lease are for convenience and reference only and shall not be deemed or construed to bind, modify, increase, or decrease the terms and conditions of this Lease, or any interpretation or construction thereof.
- 24.4 Successors and Assigns. The terms and conditions in this Lease shall apply to and be binding upon the parties herein and their respective successors and assigns, except as expressly otherwise provided.
- 24.5 Recording of Lease. LESSEE shall not record this Lease.
- 24.6 Amendments. No change, amendment, deletion, or addition to this Lease shall be effective unless in writing and signed by the parties.
- 24.7 No Partnership. Nothing in this Lease shall create or be construed to create a partnership between LESSEE and LESSOR, or make them joint venturers, or bind or make LESSOR in any way liable or responsible for any acts, omissions, negligence, debts or obligations of LESSEE.

ORIGINAL

24.8 Authority. The LESSOR and the LESSEE hereby represent and warrant to the other that they have all the requisite power and authority to execute and deliver this Lease and to consummate the transactions contemplated herein and that the persons executing this Lease on behalf of said entities are authorized and empowered to do so.

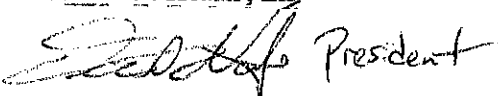
24.9 Attorneys' Fees. All costs and expenses, including reasonable attorneys fees, incurred by either party in successfully enforcing this Lease or incurred by either party as a result of any successful litigation to which LESSOR or LESSEE becomes a party as a result of this Lease shall be paid by the unsuccessful party.

24.10 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth in this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding, upon the LESSOR or the LESSEE, unless reduced to writing and signed by the party or parties to be charged therewith.

24.11 Exhibits. The Exhibits attached hereto are incorporated into this Lease by reference.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of this 12th day of November, 2013.

LESSEE: In Good Health, Inc

By:  President



LESSOR: Star Printing Corp.

By:  President

ORIGINAL

EXHIBIT A

LAND

ORIGINAL

EXHIBIT B

LEASED PREMISES

EXHIBIT C

RENEWAL TERM, RENTS, ADDITIONAL RENT, COMMENCEMENT EXTENSION

COMMENCEMENT EXTENSION : 1/1/14 through 6/30/14 (6 months) \$5,666/month

INITIAL BASE RENT : \$11,333/month

ADDITIONAL RENT : 4% of Net Revenue exceeding \$1M per year. Any costs associated with non compliance with Section 5.2.

BASE RENT INCREASE TO: \$9/sf – year 6 , \$10/sf – year 11 , \$12/sf – year 16

LESSEE must provide LESSOR with financial records quarterly and tax returns annually.
Payments to be made 15 days at the end of each quarter.

EVIDENCE OF LOCAL SUPPORT
(Exhibit5.4)

This exhibit must be completed or marked N/A and attached to required documents and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Site	City/Town	County	Type of Support Attached
1	Brockton	Plymouth	Letter from the City of Brockton – Board of Health
2	Brockton	Plymouth	Letter from the City of Brockton - Mayor Letter from the City of Brockton – Board of Health Letter from the City of Brockton - Mayor

ORIGINAL

BOARD OF HEALTH



*City Hall
45 School Street
Brockton, Massachusetts 02301*

*Telephone (508) 580-7175
Fax (508) 580-7179*

November 14, 2013

Mr. Cullen Roberts
Mass. Dept. of Public Health
250 Washington Street
Boston, MA 02108

Re: Permit for Medical Marijuana in Brockton, MA

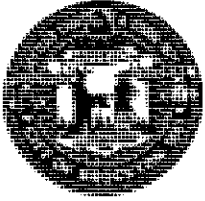
Dear Mr. Roberts:

The City of Brockton is in the process of adopting Ordinance Sec. 27-24.3 which will create an overlay district in which a duly authorized applicant may seek a Special Permit to operate a Medical Marijuana Treatment Center.

The Brockton Board of Health looks forward to working with the applicant in adhering to the guidelines, rules and regulations necessary for the successful management and operation of an MMTC.

Sincerely,

Louis E. Tartaglia Jr., Executive Health Officer
Brockton Board of Health



Brockton, Massachusetts
"City of Champions"
Linda M. Balzotti – Mayor

ORIGINAL

November 19, 2013

Cheryl Bartlett, Commissioner
Massachusetts Department of Public Health
250 Washington Street, 2nd Floor
Boston, MA 02108

Re: In Good Health, Inc.
Letter of Non-Opposition

Dear Commissioner Bartlett:

The City of Brockton is currently under a moratorium which is in effect until June 30, 2014 (Revised Ordinances of the City of Brockton, Chapter 27, Sec. 27-127); however, city officials are in the process of adopting an ordinance which would create an overlay district in which a duly authorized applicant may seek a special permit to operate a Medical Marijuana Treatment Center.

With that end in sight, the City is amenable to working with the applicant provided that their final proposal is in compliance with the laws of the Commonwealth and all relevant laws, ordinances and regulations in the City of Brockton whether currently in effect or hereinafter enacted.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Balzotti".

Linda M. Balzotti
Mayor

**SUMMARY CHART OF LOCATIONS AND LOCAL SUPPORT
(Exhibit 5.5)**

This exhibit must be completed or marked N/A and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Site	Full Address	Evidence of Interest Submitted	Evidence of Local Support
1 Dispensing	1200 West Chestnut Street, Brockton, MA 02301	Lease	Letter from the City of Brockton – Board of Health Letter from the City of Brockton - Mayor
2 Cultivation	1200 West Chestnut Street, Brockton, MA 02301	Lease	Letter from the City of Brockton – Board of Health Letter from the City of Brockton - Mayor
3 Processing	1200 West Chestnut Street, Brockton, MA 02301	Lease	Letter from the City of Brockton – Board of Health Letter from the City of Brockton - Mayor

ORIGINAL

**RMD STAFFING PLAN
(Exhibit 6.1)**

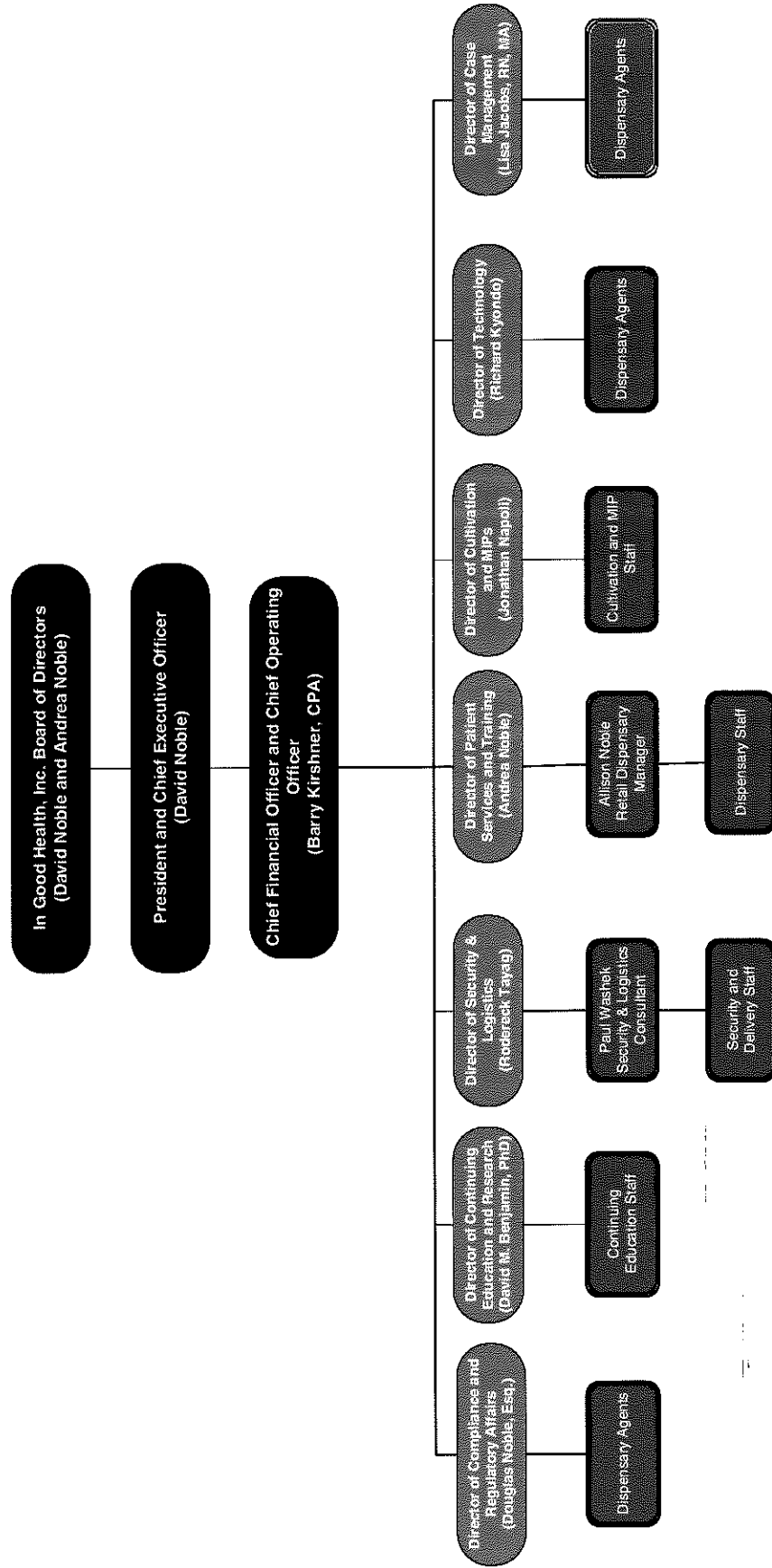
This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Attached organizational chart

In Good Health Organizational Chart



**EVIDENCE OF ENROLLMENT WITH DEPARTMENT OF CRIMINAL JUSTICE
INFORMATION SERVICES (DCJIS)
(Exhibit 6.2)**

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Attach evidence of enrollment.



iCORI

Commonwealth of Massachusetts
Department of Criminal Justice Information Services

[Home](#) | [Help](#)

Choose Account Type

Enter Account Details

Verify and Submit

4 Confirmation

iCORI Account Information Submitted on 08/06/2013, 16:53

Your Organization account has been created successfully. An email containing account activation information has been sent to the email address below. Please print this information for your records.

Please Note: You will not be able to perform a CORI request unless you follow the activation instructions contained within the activation e-mail.

If you have any questions regarding your account, please e-mail us at iCORI.INFO@state.ma.us, or call the Constituent Assistance and Research Unit at 617-660-4640 between 8:00 AM and 6:00 PM Eastern Time, Monday - Friday.

Note: To ensure proper receipt of all iCORI emails please check your email spam filters and/or add iCORI.submission@state.ma.us to your email safe senders list.

Email: **wly211@aol.com**

Username: [REDACTED]

Name: **Noble, Douglas**

Organization Name: **In Good Health, Inc.**

Organization ID: [REDACTED]

Return to the [iCORI Welcome Page](#).

RMD STAFF (Exhibit 6.4)

This exhibit must be completed or marked N/A and submitted as part of the application.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

	Name	Role/Title
1	Douglas Noble, Esq.	Director of Compliance and Regulatory Affairs
2	Andrea Noble	Director of Patient Services and Training
3	Rodereck Tayag	Director of Security and Logistics
4	Jonathan Napoli	Director of Cultivation
5	Richard Kyondo	Director of Technology
6	Dr. David Benjamin	Director of Continuing Education and Research
7	Lisa Jacobs	Director of Case Management
8	Paul Washek	Security and Logistics Consultant
9	Allison Noble	Retail Dispensary Manager

RMD START-UP TIMELINE
(Exhibit 7.1)

This exhibit must be completed and submitted as part of the application. Include benchmarks for ALL RMD sites.

Corporation Name: In Good Health, Inc. Application # (if more than one): _____

Key Benchmarks ¹	Due Dates	Person Responsible	Risk Level If Not Completed on Time	Date RMD Opens
Provisional certificate of registration issued	1/31/2014	David Noble	High	August 1, 2014
Special permit for zoning issued	1/31/2014	Douglas Noble	High	
Implementation of business plan	1/31/2014	Douglas Noble	Moderate	
Plans approved by DPH	3/01/2014	Douglas Noble	High	
Building permit issued	3/01/2014	Douglas Noble	Moderate	
Construction commences on the RMD	3/01/2014	Douglas Noble	Moderate	
Construction completed on the RMD	4/15/2014	Douglas Noble	High	
Certificate of Occupancy issued	4/15/2014	Douglas Noble	High	
DPH final inspection	4/22/2014	David Noble	High	
Cultivation begins	5/01/2014	David Noble	High	
RMD opens	8/01/2014	David Noble	High	

¹ Insert more rows if needed

PROPOSED SLIDING PRICE SCALE
(Exhibit 7.12)

This exhibit must be completed and attached to a required document and submitted as part of the application.

Corporation Name: In Good Health, Inc.

Application # (if more than one): _____

Below is a copy of the Sliding Fee Scale that will be used to determine payment for hardship patients, this chart is based on the Health Resources and Services Administration – Bureau of Primary Health Care – National Service Corps, 2013 Sliding Fee Scale and is based on a discount for an entire purchase:

Poverty Level*	100%	125%	150%	175%	200%	300%
	Minimum Fee	20% pay	40% pay	60% pay	80% pay	90% pay
1	\$11,490	\$14,363	\$17,235	\$20,108	\$22,980	\$34,470
2	\$15,510	\$19,388	\$23,265	\$27,143	\$31,020	\$46,530
3	\$19,530	\$24,413	\$29,295	\$34,178	\$39,060	\$58,590
4	\$23,550	\$29,438	\$35,325	\$41,213	\$47,100	\$70,650
5	\$27,570	\$34,463	\$41,355	\$48,248	\$55,140	\$82,710
6	\$31,590	\$39,488	\$47,385	\$55,283	\$63,180	\$94,770
7	\$35,610	\$44,513	\$53,415	\$62,318	\$71,220	\$106,830
8	\$39,630	\$49,538	\$59,445	\$69,353	\$79,260	\$118,080
For each additional person, add	\$4,020	\$5,025	\$6,030	\$7,035	\$8,040	\$12,060

APPLICATION RESPONSE FORM SUBMISSION PAGE

**CERTIFICATION OF ASSURANCE OF COMPLIANCE:
ADA and NON-DISCRIMINATION BASED ON DISABILITY**

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.

I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.

- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, and this Contractual Agreement.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Corrective Action Plan shall be deemed a breach of a material provision of the Registered Facility registration between DPH and the Registered Facility. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of the registration by the Department.

I affirm that I will comply with the requirements of this proposal.

Authorized Signatory (as designated in exhibit B):
First Name: [David] Last Name: [Noble]

Title: [President & CEO]

Authorized Signature for the Applicant Organization
(in blue ink):

