



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282414
Original Issued Date: 09/23/2020
Issued Date: 09/23/2020
Expiration Date: 09/23/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 617 Therapeutic Health Center, Inc.

Phone Number: 617-597-0111 Email Address: 617cccapp@gmail.com

Business Address 1: 1073 Main St

Business Address 2:

Business City: Millis

Business State: MA

Business Zip Code: 02054

Mailing Address 1: 168 Beacham St

Mailing Address 2:

Mailing City: Everett

Mailing State: MA

Mailing Zip Code: 02149

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 33.33

Role: Director

Other Role:

First Name: Tsz

Last Name: Chung

Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership:	Percentage Of Control: 33.33	
Role: Director	Other Role:	
First Name: Richard	Last Name: Gin	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control: 33.33	
Role: Director	Other Role:	
First Name: Kwong	Last Name: Chan	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership: 100	
Entity Legal Name: 617 Therapeutic Holding Company, LLC	Entity DBA:	DBA City:
Entity Description: Holding company		
Foreign Subsidiary Narrative:		
Entity Phone: 617-597-0111	Entity Email: 617CCApp@gmail.com	Entity Website:
Entity Address 1: 168 Beacham St	Entity Address 2:	
Entity City: Everett	Entity State: MA	Entity Zip Code: 02149
Entity Mailing Address 1: 168 Beacham St	Entity Mailing Address 2:	
Entity Mailing City: Everett	Entity Mailing State: MA	Entity Mailing Zip Code: 02149
Relationship Description: 617 Therapeutic Health Center, Inc. (617 Health Center) is a wholly owned subsidiary of 617 Therapeutic Holding Company, LLC. (617 Holding). All decisions related to the operations of Health Center are under the authority of its Board of Directors. The three Directors of 617 Health Center are also members and managers of 617 Holding.		

Entity with Direct or Indirect Authority 2

Percentage of Control:	Percentage of Ownership:	
Entity Legal Name: Oasis Spring LLC	Entity DBA:	DBA City:
Entity Description: Investment group		
Foreign Subsidiary Narrative:		
Entity Phone: 617-438-4234	Entity Email: 617thctom@gmail.com	Entity Website:
Entity Address 1: 168 Beacham St.	Entity Address 2:	
Entity City: Everett	Entity State: MA	Entity Zip Code: 02149

Entity Mailing Address 1: 168 Beacham St

Entity Mailing Address 2:

Entity Mailing City: Everett

Entity Mailing State: MA

Entity Mailing Zip Code:

02149

Relationship Description: Oasis Spring LLC is an investment group that debt financed initial operations of 617 Therapeutic Health Center, Inc (617 Health Center). Oasis Spring members are also members 617 Therapeutic Holding Co, LLC (617 Holding). All (100%) of decisions related to the operations of 617 Health Center are under the authority of its Board of Directors. While Oasis Spring LLC as an entity holds no direct decision-making authority over 617 Health Center, it holds indirect authority by virtue of its loan agreements, which specify certain repayment terms and timelines.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Oasis Spring LLC

Entity DBA:

Email: 617thctom@gmail.com Phone: 617-438-4234

Address 1: 168 Beacham St

Address 2:

City: Everett

State: MA

Zip Code: 02149

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$1981469 Percentage of Initial Capital: 47.52

Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: 617 Therapeutic Holding Company LLC

Entity DBA:

Email: 617CCCapp@gmail.com Phone: 617-597-0111

Address 1: 168 Beacham St

Address 2:

City: Everett

State: MA

Zip Code: 02149

Types of Capital: Monetary/
Equity

Other Type of Capital:

Total Value of Capital Provided:
\$1465001

Percentage of Initial Capital:
35.14

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1073 Main St

Establishment Address 2:

Establishment City: Millis

Establishment Zip Code: 02054

Approximate square footage of the Establishment: 72000

How many abutters does this property have?: 1

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

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft Cultivation Environment: Indoor

Date generated: 12/03/2020

Page: 3 of 7

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	millis hca.pdf	pdf	5dc2faa48bdcfd57ae5242d2	11/06/2019
Community Outreach Meeting Documentation	617THC-MILLIS-AbuttersNotice-Attachment C.pdf	pdf	5dc2fbe4b4f83557d6cc5187	11/06/2019
Community Outreach Meeting Documentation	617THC-Millis-MunicipalNotice-Attachment B.pdf	pdf	5dc2fc08a9ef3857c4457fcd	11/06/2019
Plan to Remain Compliant with Local Zoning	Plant to Remain Compliant with Local Zoning.pdf	pdf	5dc2fe0efd468857b99baa41	11/06/2019
Community Outreach Meeting Documentation	Community Outreach Documentation (1).pdf	pdf	5eb896f1502f482d4898f711	05/10/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5eb89714cb1edf34af2dd9e5	05/10/2020
Community Outreach Meeting Documentation	Community Outreach Attestation.pdf	pdf	5f174262cfe2dd743cd67788	07/21/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan 20200729.pdf	pdf	5f21f42ecfe2dd743cd68cb4	07/29/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Director Other Role:
First Name: Tsz Last Name: Chung Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Director Other Role:
First Name: Richard Last Name: Gin Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Director Other Role:
First Name: Kwong Last Name: Chan Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: 617 Therapeutic Holding Company LLC

Entity DBA:

Entity Description: Holding Company

Phone: 617-597-0111

Email: 617cccapp@gmail.com

Primary Business Address 1: 168 Beacham St

Primary Business Address 2:

Primary Business City: Everett

Primary Business State: MA Principal Business Zip Code: 02149

Additional Information:

Entity Background Check Information 2

Role: Investor/Contributor

Other Role:

Entity Legal Name: Oasis Spring LLC

Entity DBA:

Entity Description: Investment group

Phone: 617-438-4234

Email: 617thctom@gmail.com

Primary Business Address 1: 168 Beacham St.

Primary Business Address 2:

Primary Business City: Everett

Primary Business State: MA Principal Business Zip Code: 02149

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	19110505350.pdf	pdf	5de7b2c8b4f83557d6cc99cf	12/04/2019
Department of Revenue - Certificate of Good standing	617THC_CoGS.pdf	pdf	5de7b5397aad8653363bfe52	12/04/2019
Bylaws	617THC - ByLaws -signed.pdf	pdf	5df54e53d74bf6532e9fedff	12/14/2019
Articles of Organization	617Center_ArticlesOrg.pdf	pdf	5df55539ef24345344e4d7d8	12/14/2019
Department of Revenue - Certificate of Good standing	Attestation-unemployment.PDF	pdf	5eb8a0c0ddb8c72d5360a49c	05/10/2020

No documents uploaded

Massachusetts Business Identification Number: 001315107

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5df559d838abaf57497a948d	12/14/2019
Business Plan	617THCenter Business Plan v20191116 (1).pdf	pdf	5df57c1acb8cc6573ebcfc41	12/14/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of diversion.pdf	pdf	5df9931238f8ab571d6e15ea	12/17/2019
Storage of marijuana	Policy for Storage of Marijuana.pdf	pdf	5df9a2580aa7ba5339f6bc14	12/17/2019
Dispensing procedures	Dispensing procedures.pdf	pdf	5dfa03d80557385733b40b6e	12/18/2019
Separating recreational from medical operations, if applicable	Separating recreational from medical operations.pdf	pdf	5dfa053838f8ab571d6e164f	12/18/2019
Maintaining of financial records	Maintenance of financial records.pdf	pdf	5dfa23efbb37d053183ddb6e	12/18/2019
Record Keeping procedures	Record Keeping procedures (1).pdf	pdf	5dfa28ccb7ff09534b9ff9c	12/18/2019
Inventory procedures	Inventory procedures and controls.pdf	pdf	5dfa2dcc0557385733b40b94	12/18/2019
Personnel policies including background checks	Personnel policies.pdf	pdf	5dfa31d7f6dd253236e1257	12/18/2019
Qualifications and training	Qualifications and training.pdf	pdf	5dfa3c1bb7ff09534b9ffde3	12/18/2019
Restricting Access to age 21 and older	Restricting Access to Individuals Age 21 or Older 20200510.pdf	pdf	5eb8a3de7dc0413492816122	05/10/2020
Quality control and testing	Quality Control and Testing Procedures 20200510.pdf	pdf	5eb8a5090f6f0d34840b30ac	05/10/2020
Policies and Procedures for cultivating.	Cultivation Plan 20200510.pdf	pdf	5eb8a6630e32c52d2bdd1285	05/10/2020
Security plan	Security Plan 20200510 (1).pdf	pdf	5eb8c5030e32c52d2bdd129c	05/10/2020
Transportation of marijuana	Transportation Plan 20200510.pdf	pdf	5eb8c6121cd17834bad622bc	05/10/2020
Diversity plan	Diversity Plan 20200729.pdf	pdf	5f21f45c8767bb7013cb246a	07/29/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

Host Community Agreement Certification Form

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

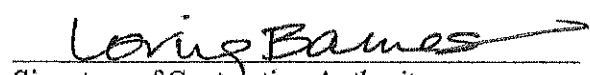
Applicant

I, Tsz K Chung, (insert name) certify as an authorized representative of 617 Thompson Health Center (insert name of applicant) that the applicant has executed a host community agreement with Millis (insert name of host community) pursuant to G.L.c. 94G § 3(d) on May 20, 2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, LORING BARNES, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The Town of Millis (insert name of host community) to certify that the applicant and The Town of Millis (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Monday, May 20, 2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community



NOTICE OF COMMUNITY MEETING-MILLIS

Please join 617 Therapeutic Health Center for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivator and Marijuana Product Manufacturer is anticipated to be located at 1073 Main Street in Millis.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: 617 THERAPEUTIC HEALTH CENTER

WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA CULTIVATOR AND MARIJUANA PRODUCT MANUFACTURER IN MILLIS.

WHEN: THURSDAY MAY 2, 2019
7:00pm

WHERE: 1073 MAIN STREET
MILLIS, MA 02054



NOTICE OF COMMUNITY MEETING

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WHEN: THURSDAY MAY 2, 2019
7:00pm

WHERE: 1073 MAIN STREET
MILLIS, MA 02054

Posted April 18, 2019
Kathleen Smith
Asst Town Clerk

RECEIVED
APR 18 2019
BY: MC (BOS)

**617 Therapeutic Health Center
Plant to Remain Compliant with Local Zoning**

Per Town of Millis local zoning ordinance, Zone IP 2 is permissive of locating a marijuana establishment for cultivation and manufacture of adult use cannabis.

The proposed facility at 1073 Main St. is properly located within the IP2 Zone. The facility and all activities on and within the property will maintain compliance with all zoning requirements and local ordinances.

Local zoning regulations will be monitored regularly, and operations will be adapted to ensure ongoing compliance with any changes.

617 Therapeutic Health Center, Inc.
Community Outreach Documentation

617 Therapeutic Health Center, Inc. has submitted an application for a waiver regarding Item 6: *Host Community Information (Community Outreach Documentation)* requested on page 3 of the RFI for the Application of Intent Packet.

Legal Notices

11 MICHELLE LN UNIT 11

LEGAL NOTICE MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Alan P. Budd and Deborah J. Budd to East/West Mortgage Company, Inc., dated February 8, 1994 and recorded with the Worcester County (Worcester District) Registry of Deeds at Book 16057, Page 212, subsequently assigned to Countrywide Home Loans, Inc., dated March 16, 2007, and its successors and assigns, dated March 16, 2007, said County of Worcester in Plan Book 27, Page 58. For our right in title see deed recorded in Book 37217, Page 255.

with said Registry of Deeds, which Provisions, together with any amendments thereto and the Rules and Regulations from time to time adopted thereunder, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, is family, servants and visitors, as though such provisions were recited and stipulate at length herein. 5. The provisions of said Chapter 183A as it may be amended from time to time. Unless otherwise permitted by the By-Laws of the Condominium, no use may be made of the Unit except as a residence by one (1) family Unit, or two (2). No business use may be made of any Unit or of any part of the Common Areas and Facilities, provided however, that a Unit Owner or occupant may use a portion of his Unit for such office and studio use as is customarily carried on as incidental to the use of a single family residence. No structural alteration or addition to the Unit shall be made without the prior written permission of the Trustees of the Condominium.

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

TERMS OF SALE:

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

Other terms, if any, to be announced at the sale.

Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust

Present Holder of said Mortgage,
By Its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-004639

AD# 13778799
MDN 4/16, 4/23, 4/30/19

37 MONTCALM AVE.

LEGAL NOTICE MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Amanda Sullivan F/K/A Amanda L. Ezzo and Kevin L. Sullivan to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., dated March 16, 2007, and its successors and assigns, dated March 16, 2007, said County of Worcester in Plan Book 27, Page 58. For our right in title see deed recorded in Book 37217, Page 255.

MARIJUANA LEGAL NOTICE NOTICE OF COMMUNITY MEETING-MILLIS

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WHEN: THURSDAY MAY 2, 2019
7:00pm

WHERE: 1073 MAIN STREET
MILLIS, MA 02054

AD#13791395
MDN 4/23/19

Whether you're looking for
the right job or
looking to fill a job

Jobs

will get the job done.

wickedlocaljobs.com

111 MILLVILLE RD

MORTGAGEE'S

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Bouvier to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., dated March 16, 2007, and its successors and assigns, dated March 16, 2007, said County of Worcester in Plan Book 27, Page 58. For our right in title see deed recorded in Book 37217, Page 255.

MILFORD/SCHOOL BUDGET
LEGAL NOTICE
Milford Public Schools
31 West Fountain Street
Milford, MA. 01757

**Milford School Committee
Open Public Hearing for
FY2020 School Budget**
will be held on Thursday, May 2, 2019 at 6:50 PM. in the Teachers Resource Center, Milford High School

AD#13787255
MDN 4/23/19

Muscular Dystrophy Association

Where Hope Begins

MDA

1-800-FIGHT-MD
www.mdausa.org

Community Outreach Meeting Attestation Form

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

I, KWONG Y. CHAN, (insert name) attest as an authorized representative of 617 THERAPEUTIC HEALTH CENTER (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on MAY 2, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on APRIL 23, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on APRIL 18, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on APRIL 22, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

617 Therapeutic Health Center, Inc.

Positive Impact Plan

617 Therapeutic Health Center, Inc. is seeking licensure as a Marijuana Cultivator and Product Manufacturer at 1073 Main Street, Millis, MA 02054, an area that has not been identified by the Commission as an area of disproportionate impact. 617 Therapeutic Health Center, Inc. is a wholly owned subsidiary of 617 Therapeutic Holding Company LLC (the “**Company**”). Additionally, the Company is the sole owner of 617 Therapeutic Health Care, Inc. which is seeking licensure as a Marijuana Retailer at 144 Bowdoin Street, Boston, MA 02122, an area identified as an area of disproportionate impact.

Accordingly, the Company intends to focus efforts in census district 91800 of Boston, Walpole, Mansfield and on Massachusetts Residents who have (or have parents or spouses who have) a past drug conviction or continuance without a finding for an offense under M.G.L. c. 94C, or an equivalent conviction or adjudication for a drug-related offense in another jurisdiction. Walpole and Mansfield are located approximately 7.3 miles and 10 miles (respectively) from the Company’s facility in Millis. The census district identified in Boston is the area where the Company’s Marijuana Retailer is proposed to be located. Collectively, the aforementioned census district in Boston, Walpole, and Mansfield shall be referred to as the “**Target Areas**”.

The Company is currently owned in part by persons who reside in areas of disproportionate impact. The Company is proud to contribute to the Commission’s mandate of providing meaningful participation in the cannabis industry for those that have been disproportionately impacted by the war on drugs.

In addition to furthering the Commissions goals of encouraging and facilitating meaningful participation in the Cannabis industry by those that have been disproportionately impacted by the war on drugs through its existing ownership, the Company shall implement the following goals, programs, and measurements during its first year of operations.

Goals:

1. Hire, in a legal and non-discriminatory manner, ***at least 25% of its employees*** from Target Areas, and/or Massachusetts residents who have (or have parents or spouses who have) a past drug conviction, or continuance without a finding; and
2. Provide educational programs and informational sessions geared towards individuals from the Target Areas of disproportionate impact, and/or Massachusetts residents who have (or have parents or spouses who have) a past drug conviction, or continuance without a finding, that are interested in the cannabis industry, at least ***twice*** a year. Such educational events will specifically include, but not be limited to sessions on: ***licensing (e.g. information on license types, the application process, and regulatory requirements; information on Social Equity and Economic Empowerment programs (e.g. qualifications, benefits, and resources); and guidance on seeking job opportunities within the cannabis industry or in auxiliary businesses.***

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview and hire individuals from the Target Areas or Massachusetts residents (or Massachusetts residents with a spouse or a parent) who have a past drug conviction or continuance without a finding it shall post **monthly notices** for at least **three (3) months** during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including (but not limited to) **the Sun Chronicle, the Walpole Times and the Boston Herald**. These notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have a past drug conviction or continuance without a finding (or a parent or spouse with a past drug conviction or continuance without a finding), for employment.

Such residency or status related to a controlled substance offense, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. As part of the Company's commitment to provide educational opportunities and information for individuals interested in the cannabis industry from the Target Areas and/or Massachusetts residents who have (or a parent or spouse of a Massachusetts resident who has) a past drug conviction or continuance without a finding, to attend its educational events the Company shall post **weekly notices** at least **two (2) weeks** prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including (but not limited to) **the Sun Chronicle, the Walpole Times and the Boston Herald**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have (or a parent or spouse who has) a past drug conviction or continuance without a finding as a prerequisite to participation.

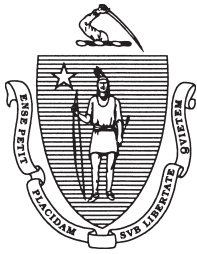
The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials, or branding. To the extent the Commission deems necessary, event programming materials will be made available to the Commission for review and inspection prior to publishing, and/or public notices prior to publication.

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) reside in Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have (or have a spouse or parent who has) a past drug conviction or continuance without a finding; and,
2. Identify the number of educational events or informational sessions it holds, the topics covered at said events, and attendance at the same.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (3) it will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 26, 2019

To Whom It May Concern :

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

617 THERAPEUTIC HEALTH CENTER, INC.

is a domestic corporation organized on **February 27, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

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

Secretary of the Commonwealth

Certificate Number: 19110505350

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

Processed by:



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



617 THERAPEUTIC HEALTH CENTER INC
168 BEACHAM ST
EVERETT MA 02149-5527

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 617 THERAPEUTIC HEALTH CENTER INC 0 is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

BYLAWS

OF

617 THERAPETUIC HEALTH CENTER, INC.

ARTICLE I

Articles of Organization, Offices and Fiscal Year

Section 1.1 Articles of Organization. The name and purposes of the Corporation shall be as set forth in its Articles of Organization. These bylaws, the powers of the Corporation and of its directions and officers, and all matter concerning the conduct and regulation of the affairs of the Corporation shall be subject to such provisions in regards thereto, if any, as set forth in the Articles of Organization.

Section 1.2 Business Office. The principal office of the corporation shall be located either within the Commonwealth of Massachusetts.

Section 1.3 Registered Office. The registered office of the corporation required by the Massachusetts Secretary of State's office shall be located within the Commonwealth of Massachusetts and may but need not be identical with the corporation's principal office; provided, however, that the registered office of the Corporation shall be the business office or residence of the registered agent.

Section 1.4 Fiscal Year. The fiscal year of the Corporation shall end on the December 31 in each year unless the directors change the fiscal year by filing a certificate with the secretary of the Commonwealth.

Section 1.5 Not-for-Profit Operation

(a) No dividends, liquidating dividends, or distributions shall be declared or paid by the Corporation to any private individual, member, officer, or director of the Corporation.

(b) No part of the net earnings or net income of the Corporation shall be inure to the benefit of any private individual or officer or director of the Corporation; provided, however, that such a person may receive reasonable compensation for sales, leases or loans, or personal services rendered which are necessary to carry out the purposes of the Corporation.

(c) Notwithstanding any other provision of the Article of Organization, the Corporation shall not carry on any other activities not permitted to be carried by a Corporation that is formed under Mass. Gen. Laws ch. 180, is a registered marijuana dispensary pursuant to 105 CMR 725.000 et seq. and is in compliance with the laws of the Commonwealth of Massachusetts.

ARTICLE II

Shareholders

The Corporation shall have no shareholders. Any action or vote required or permitted by Mass. Gen. Laws ch. 180 to be taken by members shall be taken by action or vote of the same percentage of directors in accordance with Mass. Gen. Laws ch. 180, sec. 3.

ARTICLE III

The directors may designate certain persons or groups as benefactors, contributors, advisors or friends of the Corporation or such other title as they deem appropriate. Such persons shall serve only in an honorary capacity and, except as the directors shall otherwise, shall in such capacity have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights or responsibilities.

ARTICLE IV

Board of Directors

Section 4.1 General Powers. The business and affairs of the corporation shall be managed under the direction of the board of directors.

Section 4.2 Number and Election. The initial directors of the Corporation shall be appointed by the incorporators. By majority vote, the directors shall determine the number of directors and the manner by which new directors are nominated and elected. The directors may nominate and elect directors at any time, and such directors may serve full or partial terms. The names and addresses of the initial Board of Directors and Officers are set forth in the documents on file with the Office of the Secretary of the Commonwealth.

Section 4.3 Term of Office. The directors shall determine the length and number of terms to be served by directors.

Section 4.4 Regular Meetings. The board of directors shall hold annual meetings each year and may select the time and place for annual meetings of the board. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing by mail, facsimile or electronic transmission, at his usual or last known business or residence address of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 4.5 Telephone Participation and Meeting. All directors may participate in a regular or special meeting or may hold such meetings by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting.

Section 4.6 Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 4.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 4.8 Action Without a Meeting. Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the directors and filed with the corporate records.

Section 4.9 Presumption of Assent. A director who is present when corporate action is taken at a meeting of the board of directors or a committee of the board of directors is deemed to have assented to the action taken unless: (1) he objects at the beginning of the meeting (or promptly upon his arrival) to holding such meeting or to transacting business thereat, or (2) his dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 4.10 Director Committees. The directors may establish committees and subcommittees that the directors deem necessary and proper to conduct the business of the corporation. Absent a unanimous vote of the board to the contrary, the directors shall establish the following committees: audit committee, compensation committee, and compliance committee. Such committees shall be populated as directed by the board, and shall report to the board as directed from time to time.

Section 4.11 Qualifications. The directors shall at all times have to and qualify for a dispensary agent registry identification card issued by the Massachusetts Department of Public Health. At any time should a director fail to qualify for a dispensary agent registry identification card or have such card revoked pursuant to 105 CMR 725.000, the director shall be deemed automatically removed from the board.

Section 4.12 Executives and Staff. The board of directors, or any duly authorized by the board, may hire, retain and terminate executives and staff on behalf of the Corporation, in accordance with Massachusetts law. The board may terminate any such staff, including the chief

executive and any other executive or staff, by majority vote and consistent with any agreement relating thereto, and in accordance with law.

ARTICLE V

Officers and Agents

Section 5.1 Number. The officers of the corporation shall be a president and a secretary, both of who shall be appointed by the board of directors. Such other officers and assistant officers as may be deemed necessary may be appointed by the board of directors. Any two or more offices may be held by the same person. If required by the directors, any officers shall give the corporation a bond for the faithful performance of his duties in such amount and with such surety or sureties as shall be satisfactory to the directors.

Section 5.2 Appointment and Term of Office. The officers of the corporation shall be appointed annually by the board of directors at the first meeting of the board of directors held after each annual meeting of the shareholders. If the appointment of officers shall not be made at such meeting, such appointment shall be made as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 5.3 Removal. Any officer or agent may be removed by the board of directors whenever, in its judgment, the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not in and of itself create contract rights.

Section 5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 5.5 Chairman of the Board. The chairman of the board of directors, if any is appointed, shall be the principal officer of the board of directors and shall in general supervise and control the business and affairs of the board. He shall, when present, preside at all meetings of the board of directors. He may sign with the secretary or with any other proper officer of the corporation thereunto authorized by the board of directors: certificates for shares of the corporation, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or which is required by law to be otherwise signed or executed.

Section 5.6 President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and

control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the board of directors, unless the board has elected a chairman. He may sign with the secretary or with any other proper officer of the corporation thereunto authorized by the board of directors, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or which is required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 5.7 The Secretary. The secretary shall be responsible for keeping records of the board meetings and board actions, including the taking of minutes at all board meetings, providing notice and board meeting announcements, preparing and distributing agenda and minutes to the directors, and assuring the proper maintenance of corporate records. In addition, the secretary shall record and maintain records of all proceedings of the directors in a book or series of books kept for that purpose, which book or books shall be kept within the Commonwealth at the principal office of the corporation or at the office of its secretary or of its resident agent and shall be open at all reasonable times to the inspection of any directors. Such book or books shall also contain records of all meetings of incorporators and the originals, or attested copies, of the Articles of Organization and Bylaws and names of all directors and the addresses of each. If the secretary is absent from any meeting of directors, a temporary secretary chosen at the meeting shall exercise the duties of the secretary at the meeting. The secretary shall have custody of the seal of the Corporation.

Section 5.8 The Treasurer. The treasurer if any is appointed and, if none, then the president shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as may be authorized by the board of directors; (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 5.9 No Right to Compensation. Except as provided in Section 1.5(b), no director or officer shall have any right to compensation as such director or officer for his service, or upon his resignation or removal, or any right to damages on account of such removal.

ARTICLE VI

Execution of Papers

Except as the directors may authorize the execution thereof in some other manner, all contracts, checks, and other obligations made in the course of the Corporation's regular business, accepted or endorsed by the Corporation shall be signed by the president or by the treasurer. Except as otherwise provided by M.G.L. ch. 180 or directed by the directors, the president may authorize in writing any officer or agent of the Corporation to sign, execute and acknowledge such documents and instruments in his or her place and stead. The clerk of the Corporation, is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the directors of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Corporation by the president and the treasurer, who may be one and the same person, shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding by inconsistent provisions of the Article of Organization, Bylaws, resolutions or votes of the Corporation.

ARTICLE VII

Personal Liability

Section 7.1 No Personal Liability. The directors and the officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law.

Section 7.2 Corporate Obligations. All person, 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, 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.

ARTICLE VIII

Emergency Bylaws

Unless the articles of incorporation provide otherwise, the following provisions of this Article VIII (“Emergency Bylaws”), shall be effective when a quorum of the corporation’s directors cannot be readily assembled because of some catastrophic event (an “emergency”).

During such emergency:

Section 8.1 Notice of Board Meetings. Any member of the board of directors or any of the officers may call a meeting of the board of directors. Notice of such meeting need be given only to those directors whom it is practicable to reach, and may be given in any practical and reasonable manner under the circumstances, including by publication and radio.

Section 8.2 Temporary Directors and Quorum. One or more officers of the corporation present at the emergency board meeting, as is necessary to achieve a quorum, shall be considered to be directors for the meeting, and shall so serve in order of rank, and within the same rank, in order of seniority.

Section 8.3 Actions Permitted To Be Taken. The board as constituted in paragraph 8.2, and after notice as set forth in paragraph 8.1 may:

- (a) prescribe emergency powers to any officer of the corporation;
- (b) delegate to any officer or director, any of the powers of the board of directors;
- (c) designate lines of succession of officers and agents in the event that any of them are unable to discharge their duties;
- (d) relocate the principal place of business or designate successive or simultaneous principal places of business; or
- (e) take any other action convenient, helpful, or necessary to carry on the business of the corporation.

ARTICLE IX

Amendments

Except as otherwise provided by applicable law, these bylaws may be altered, amended, or repealed and new bylaws may be adopted by the board of directors, subject to repeal or change by action of the shareholders.

ARTICLE X

Indemnification of Directors and Officers

The corporation shall indemnify each of its directors or officers, or former directors or officers, or any person who may have served at its request as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, to the fullest extent permitted by law who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was an officer or director of the Corporation, employee or agent of the Corporation, or is or was serving at the request of the Corporation, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the directors determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

The right of indemnification hereby shall not be exclusive of or affect any rights to indemnification to which corporation personnel other than the persons designated in this section may be entitled by contract, by vote of the board of directors, or otherwise under law.

ARTICLE XI

Amendments

These bylaws may be adopted, altered, amended or repealed, in whole or in part, by a two-thirds (2/3) vote of a majority of the directors then in office.

ARTICLE XII

Activities

Section 12.1 Powers. By and through the board, the Corporation shall have the power to do any and all lawful acts which may be necessary or convenient to affect the charitable purpose for which the corporation is organized, and to assist other organizations or persons whose activities further accomplish, foster or attain such purposes. The powers of the corporation may include, but not limited to, the acceptance of contributions from the public and private sectors, whether financial or in kind in nature. The Corporation shall have the power to lease, sell, mortgage, transfer, in such manner and on such terms as they may deem advisable, all property, real or personal; to acquire, by purchase or otherwise, and retain for whatever period they shall think proper, all kinds of real and personal property and every kind of investment, including cash, securities and other property; to execute agreements and contract in furtherance of the business of the Corporation; to settle, compromise or pay any claims, including taxes, in accordance with law, to collect rents and other proceeds from real estate not specifically devised and to pay all carrying charges thereon and make such repairs thereto as they deem proper without the necessity of obtaining leave of any court.

Section 12.2 Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the directors, without being restricted to the class or investment which a trustee is or may hereafter be permitted by law to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction under Massachusetts law.

Section 12.3 Loans. No money shall be borrowed on behalf of the Corporation and no evidence of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confirmed to specific instance.

Section 12.4 Deposits. All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Directors shall select.

Section 12.5 Conflict of Interest. Whenever a director or officer has a financial or personal interest in any matter coming before the Board of Directors, the affected person shall (a) fully disclose the nature of the interest and (b) withdraw from discussion, lobbying and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the Corporation to do so. The minutes of meeting at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Section 12.6 Audits. Within four months after the close of the Corporation's fiscal year, the Corporation will prepare reviewed financial statements in accordance with the general accepted accounting principles (GAAP) and make these statements available to any

interested parties. In the event that the Corporation has total gross revenue in excess of \$100,000.00 per year the Corporation will prepare independently audited financial statements, in accordance with GAAP, and make those available to any interested parties. In the event that the Corporation becomes a Public Charity under M.G.L. Chapter 12, Section 8 et seq. or is otherwise required by the Department of Public Health or any other provision of Massachusetts law to file audited or reviewed financial statements and a Form PC, such auditing and filing will be completed in accordance with GAAP and performed in a timely manner.

ARTICLE XIII

Insurance

The Corporation may purchase and maintain insurance (including but not limited to insurance for legal expenses and costs incurred in connection with the defending any claim, proceeding or lawsuit) on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Corporation or who, while serving in this role, is or was serving at the request of the Corporation as a directors, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against any liability asserted against him or 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 him against such liability under the provision of Section 10. In addition the Corporation shall maintain liability insurance coverage in compliance with 105 CMR 725.105(Q).

ARTICLE XIV

Corporate Integrity Policy

Consistent with its non-profit mission, it is the policy of the Corporation to encourage and enable directors, officers, and employees to make where they believe, in good faith, that acts or omissions unlawful under the laws of the Commonwealth of Massachusetts or unethical may have occurred. With this goal in mind, no one who, in good faith, makes a report shall be subject to retaliation in any form, including adverse employment consequences. Moreover, an employee who retaliates against someone who has made a good faith report is subject to discipline up to and including dismissal from volunteer position or termination of employment. If after an investigation, the claim is determined to have been made in bad faith or was knowingly false, the individual making the claim will immediately have his or her position in the Corporation revoked.

ARTICLE XV

Antitrust Policy

It is the policy of the Corporation to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Corporation that its directors and officers are informed about antitrust laws and recognize possible antitrust issues or questions. While competitors in the Massachusetts medical marijuana industry may collaborate, such competitors may not unlawfully restrict competition within the industry. The Corporation shall not engage in any anti-competitive activities. Furthermore, to ensure against inadvertent violations of applicable antitrust laws and except to insure that prices are affordable for the Corporation's patients, and to prevent diversion for non-medical purposes, directors, officers and employees shall not discuss with competitors the pricing strategies, establishment of market monopolies for products or services; refusal to deal with a company because of pricing or distribution practices for medical marijuana or related products or services, and strategies or plans to give business or remove business from a specific company. In addition, directors, officers and employees shall not engage in any actions or understandings arising in the context of the Corporation's activities which appear to be anti-competitive in purpose or inconsistent with this policy.

ARTICLE XVI

Dissolution

Dissolution of the Corporation will comply with Mass Gen. Laws ch. 180. S. 11. The directors may authorize a petition for the dissolution of the Corporation. A two-thirds vote will be required for such dissolution. The Article of Dissolution form will be filed with the Massachusetts Secretary of State. All annual reports for the last five years will be filed with the Secretary of State. A letter to the Massachusetts Department of Revenue on the Corporation's letterhead will be sent stating the Corporation is dissolving. All outstanding business will be completed, all outstanding debts will be paid, and all assets transferred or liquidated in accordance with the law. Any remaining funds in the Corporation will be distributed as per the direction of the directors at the meeting authorizing the dissolution.

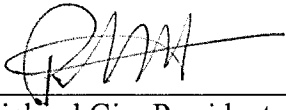
In the event that the dissolution also require one or more RMD locations to close, cease conducting business or dissolve, the board of directors shall vote to take the following actions: (a) written notice to the Massachusetts Department of Public Health; (b) written notice to patients and caregivers via mail, or in-person if opportunity arises; (c) any remaining medical marijuana will be destroyed at the close of business and disposed of in a manner consistent with 105 CMR 725.000 et seq. and with the policies and procedures of the RMD.

ARTICLE XVII

Severability


The invalidity or unenforceability of any provisions of these bylaws shall not affect the validity or enforceability of any other provision of this document, which shall remain in full force and effect.

As set forth above, these Bylaws have been adopted by a vote of the board of directors as per section 11 and affirmed by the President of the Corporation on this 12th day of July 2017.



Richard Gin, President
Duly authorized

Adopted: 7-12, 2017


Tsz Kwong Chung, Clerk



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)

Identification Number: 001273785

ARTICLE I

The exact name of the corporation is:

617 THERAPEUTIC HEALTH CENTER, INC.

ARTICLE II

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

TO PROVIDE HOLISTIC HEALTH SERVICES TO PATIENTS, AND ANY SUCH OTHER ACTIVITIES AND SERVICES AUTHORIZED UNDER CH. 180 OF THE MA GENERAL LAWS.

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")

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.

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: 168 BEACHAM STREET
City or Town: EVERETT State: MA Zip: 02149 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	RICHARD GIN	60 GIBSON STREET BOSTON, MA 02122 USA 60 GIBSON STREET BOSTON, MA 02122 USA	N/A
TREASURER	KWONG CHAN	59 COURTLAND CIRCLE MILTON, MA 02186 USA 59 COURTLAND CIRCLE MILTON, MA 02186 USA	N/A
CLERK	TSZ KWONG CHUNG	53 RIVERBANK ROAD QUINCY, MA 02169 USA 53 RIVERBANK ROAD QUINCY, MA 02169 USA	N/A
DIRECTOR	RICHARD GIN	60 GIBSON STREET BOSTON, MA 02122 USA 60 GIBSON STREET BOSTON, MA 02122 USA	N/A
DIRECTOR	KWONG CHAN	59 COURTLAND CIRCLE MILTON, MA 02186 USA 59 COURTLAND CIRCLE MILTON, MA 02186 USA	N/A
DIRECTOR	TSZ KWONG CHUNG	53 RIVERBANK ROAD QUINCY, MA 02169 USA 53 RIVERBANK ROAD QUINCY, MA 02169 USA	N/A

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: KA-YUNG WONG, ESQ.
No. and Street: 70 EVERETT AVE., SUITE 512
City or Town: CHELSEA State: MA Zip: 02150 Country: USA

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:
TSZ KWONG CHUNG

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

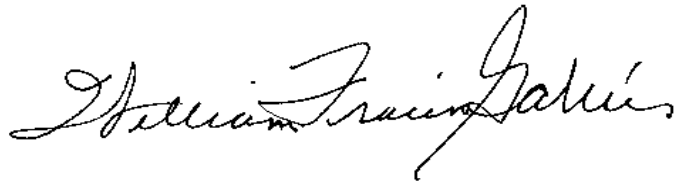
the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 12 Day of May, 2017. *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the 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.)*

TSZ KWONG CHUNG

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 12, 2017 03:15 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Applicant: 617 Therapeutic Health Center, Inc.

Attestation - Department of Unemployment Assistance

I, Tsz Kwong Chung, director of 617 Therapeutic Health Center, Inc. hereby state and attest that as of today, the Applicant has never had any paid employee, thus the Applicant is not eligible to register the company with the Massachusetts Department of Unemployment Assistance, and the Applicant is not able to apply for a Certificate of Good Standing from the Massachusetts Department of Unemployment Assistance.

I do hereby attest that this information is true, accurate and complete to the best of my knowledge.



Tsz Kwong Chung, Director
Duly authorized

May 9th 2020

Date

617 Therapeutic Health Center, Inc.
Plan for Obtaining Liability Insurance

617 Therapeutic Health Center will contract with an insurance provider, pursuant to 935 CMR 500.105(10)(a), for both general liability insurance and product liability insurance, each at for no less than \$1 million per occurrence and \$2 million per annum in aggregate. The deductible will be no higher than \$5,000 per occurrence.

If we are unable to sufficiently get coverage at these minimums, we will, pursuant to 935 CMR 500.105(10)(b) make every attempt to attain coverage as close as possible to these minimums, and supplement any difference by placing a minimum of \$250,000 in escrow to cover any potential liabilities and occurrences. Any withdrawal due to a liability issue or occurrence will be replenished within 10 days of any expenditure. Such reserves will remain in place until minimum coverage is obtained as outlined above, and as required by law.

In the event 617 has not yet established required insurance coverages, we shall continue to seek such coverage even if reserves have been placed into escrow for these purposes.



617 THERAPEUTIC HEALTH CENTER, INC.

1 Company

2 Industry

3 Facilities

4 Forecast



1 Company

2 Industry

3 Facilities

4 Forecast



i Disclaimer

ii Mission

iii Vision

iv Leadership

v Objectives



i Disclaimer

617 Therapeutic Holding Company and all present subsidiaries are organized under (and with the sole purpose and intention of complying with) the laws, policies, and regulatory requirements of the Commonwealth of Massachusetts and any other relevant governing authorities within.

617 THC recognizes that Federal Law prohibits the manufacture, distribution, or use of cannabis under CSA; however, operates with strict compliance as defined by the Ninth Circuit US Court of Appeals in United States v. McIntosh, based on the parameters establishing spending restrictions placed on the Department of Justice in the Omnibus Budget of the United States by its Congress in the Rohrbacher-Farr, Rhorbacher-Blumenar, and any subsequent derivatives or renewals of said Amendments.

Any future Companies, Investments, Interests, or Subsidiaries will be organized within and operated in a manner that complies with the jurisdictional state and local laws in which they are located.

617 THC will not engage in activities that trigger the Interstate Commerce Act as federally regulated under the authority of Article I of the United States Constitution.



ii Mission

To provide the highest quality cannabis products and byproducts to qualified adult consumers, produced with efficient, innovative, and environmentally sound best practices, compliant among governing regulatory structures, and with respect for our host community.



iii Vision

To build an industry-leading enterprise that successfully navigates complex legal structures to establish multiple, compliant entities.

To become distinguishable as a highly respected brand with a reputation as the preeminent organization for:

Innovative, top-of-line services.

Flexible scalability.

Attracting top talent.

Building the finest facilities.

Producing safe, high-end cannabis consumables.



iv Leadership

We have assembled a team of top talent among our peers. Our strengths lie among an ethos that finds exceptionalism through inclusiveness, shared-motivation, and self-challenge.

We bring not only extensive business experience, but also a thirst for innovation, a competitive spirit, a desire for constant improvement, and an ability to persevere.

Our team is native to the area, which gives us a competitive advantage due to an ability to mine a lifetime of friendships, associations, connections, and business relationships.



iv Leadership - Founders

Steve Chan, CEO

Leading purveyor and supplier of fresh poultry for all of Chinatown.

Founder, first Boston funeral home to serve Asian-American community.

Richard Gin, CFO

Real estate visionary for early South End investment successes.

Management experience in Banking and Orthopedics.

Entrepreneurial track record, spirit, and leadership.

Tom Chung, COO

Successful wholesaler serving convenience stores across Massachusetts.

Intelligent strategist acquired unlikely investment in rare tobacco stamp.

Master of logistics built multi-million dollar enterprise through distribution.





v Objectives



1 Company

2 Industry

3 Facilities

4 Forecast



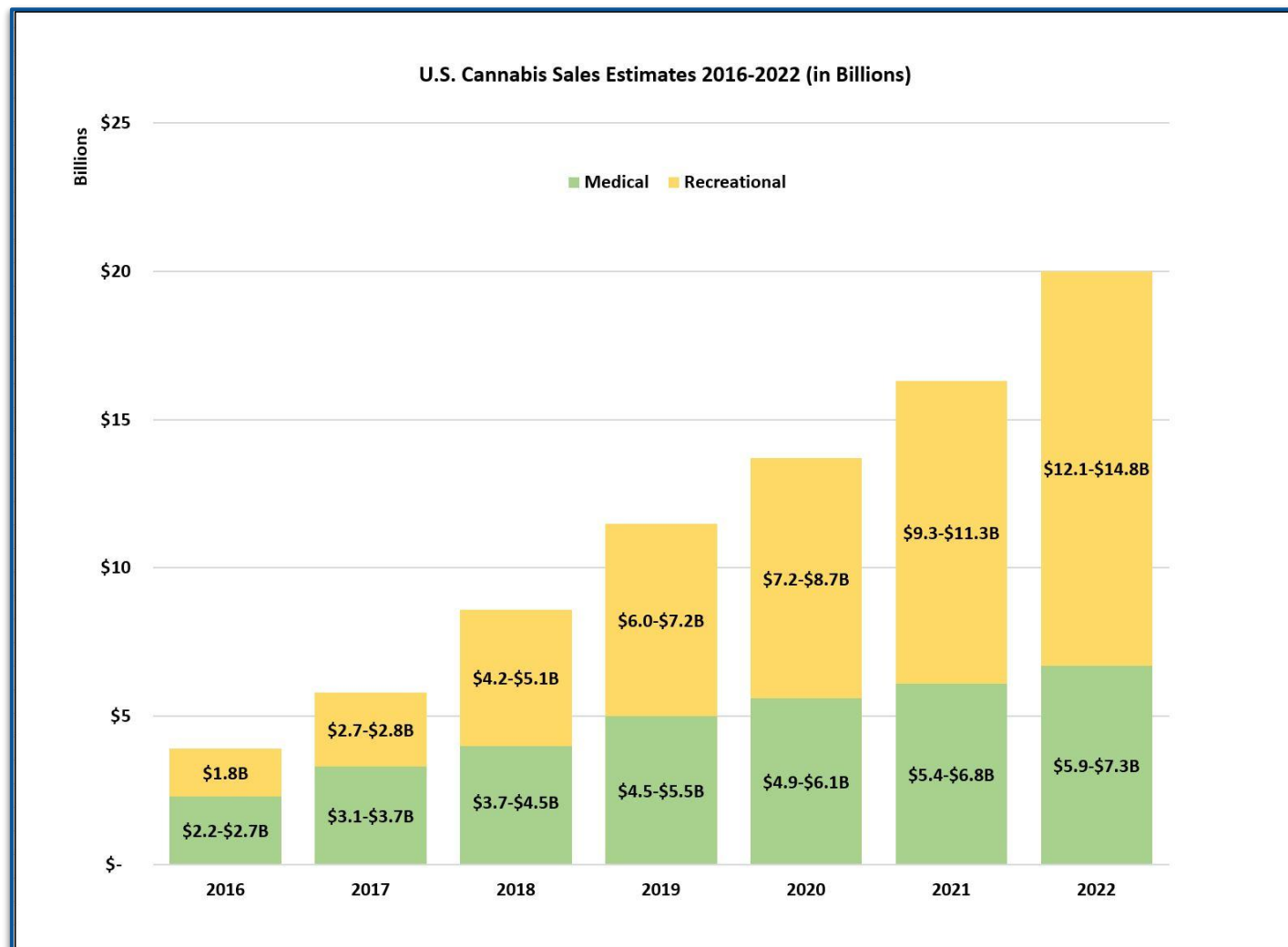
i Industry Growth

ii Market Opportunity

iii Competitive Landscape

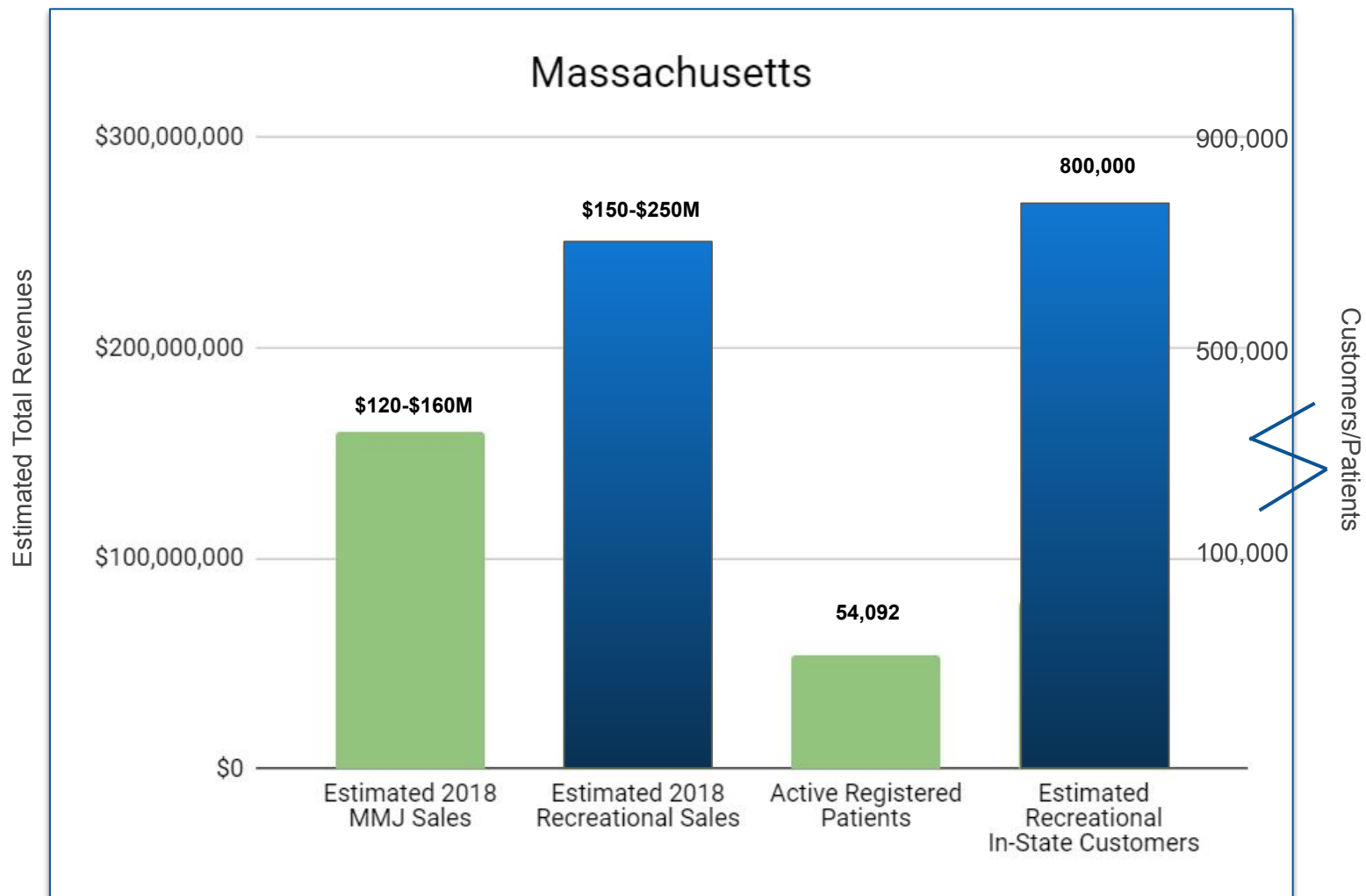
iv SWOT





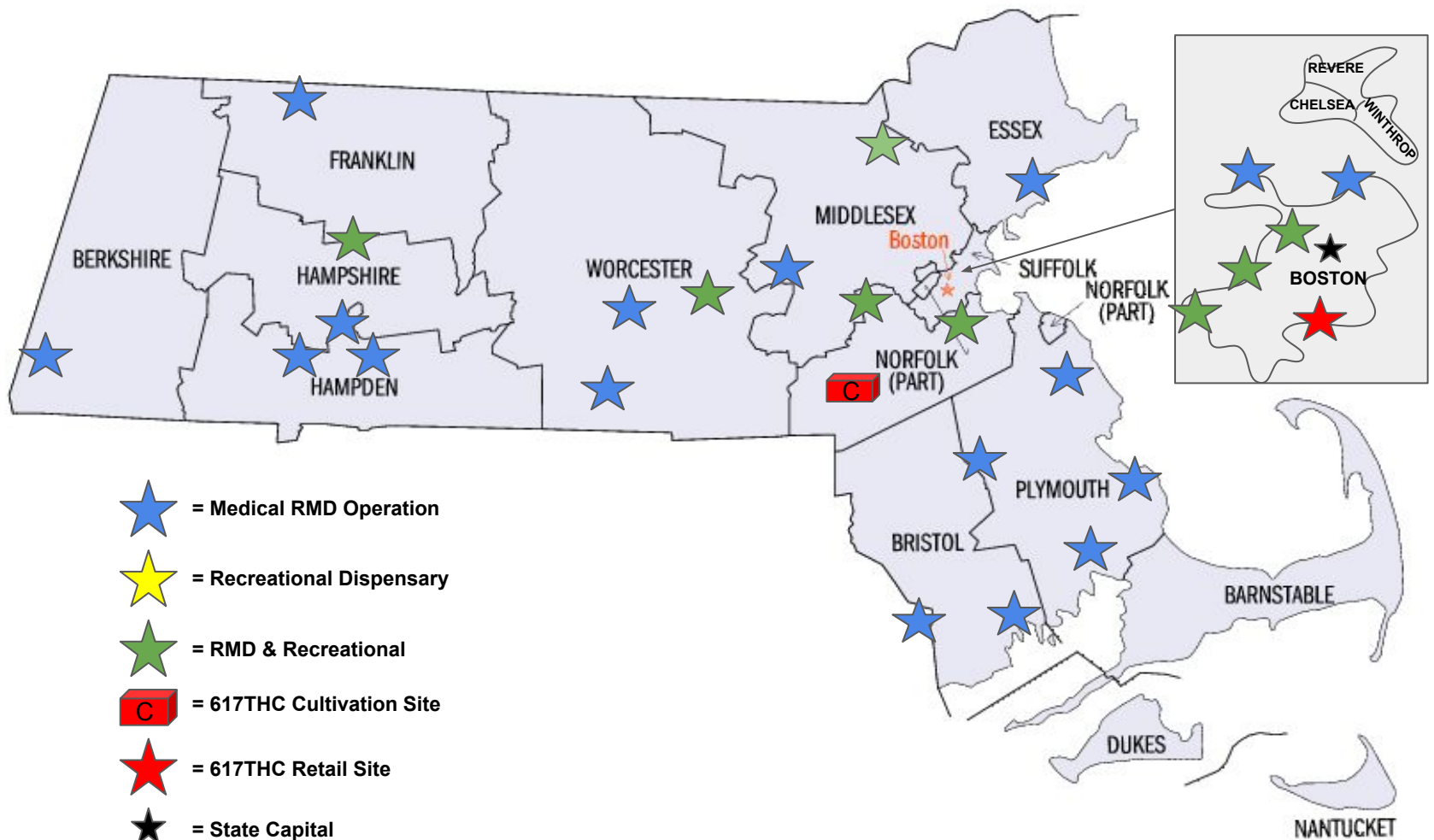
i Industry Growth





ii Market Opportunity





iii Competitive Landscape

*Current operational sites open in Massachusetts.

**Total number of locations open for sales is 25.



iv SWOT: Cultivation, Millis, MA

Strengths

Expertly engineered facility systems to maximize efficiencies.

72,000 sq ft production facility will be one of largest in the state.

Location is central to four highways, and conveniently within Boston metro.

Weaknesses

Unable to dispense at location due to locally set limitations.

High expense due to stringent state building code regulations.

Opportunities

Size has potential for private-label manufacturing as 3rd party.

70+ acres of land as security buffer and available for future expansion.

Threats

Nearby competitor tried unsuccessfully to oppose our progress with the Town of Millis.



1 Company

2 Industry

3 Facilities

4 Forecast



1073 Main St, Millis, MA

Existing Building ideally suited:

50,000 sq ft Cultivation Canopy.

10,000 sq ft Manufacturing.

11,000 sq ft Office / Production.

Ample power.

Easily secured.

Properly zoned IP2.

Highly rated water resources.

Land and Property Potential:

70+ acres.

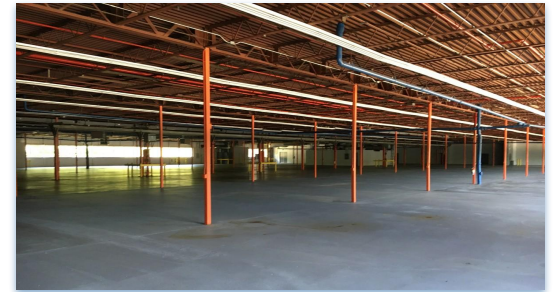
On-site private railway access.

Production expansion.

Renewable energy.

Business diversification.

Real estate development.



i Cultivation / Manufacturing



1 Company

2 Industry

3 Facilities

4 Forecast



i Application & Permitting

ii Phased Build-out

iii Revenue Scenarios



i Application & Permitting

- ✓ Pass at Millis Town Meeting Adult Use zoning for facility location.
- ✓ Community Outreach Meeting.
- ✓ Host community agreement.
- ✓ Land Use Special Permit issued by Planning Board.

CCC Application. (in process)

Provisional licensing.

CCC and Town of Millis license to operate.

[estimated timing: 6-8 months]



ii Phased Build-out

1 Civil engineering; Envelope; Security.
Structural/Architectural: [est 2-3 months]

----- *Provisional Licensing* -----

2 MEP; Equipment.
Office / Employee areas; Automation; Redundancies.
Bld Veg & Flower 1: [est 3-4 months]

----- *Final Licensing* -----

3 Vegetative & Flowering cycles to 1st Harvest: [est 2-3 months]



iii Cultivation: Year 1 Forecast

Wholesale: Moderate

Lighting: LED

Yield: Baseline

Phase Timing: Avg

ASSUMPTIONS	
Average Revenue Per Lb (wholesale)	\$3,400
Wattage 504w (LED) / sq ft canopy	32w
Yield (grams per watt)	0.5



YEAR 1 INVENTORY PRODUCTION RAMP-UP	month 1	month 2	month 3	month 4	month 5	month 6	month 7	month 8	month 9	month 10	month 11	month 12	Total
Pounds Produced Flower	-	-	-	396	198	396	198	396	396	496	496	496	3,469

REVENUE	1	2	3	4	5	6	7	8	9	10	11	12	Total
TOTAL REVENUE	\$0	\$0	\$0	\$1,348,018	\$1,106,009	\$1,564,018	\$1,106,009	\$1,564,018	\$1,780,018	\$2,117,022	\$2,225,022	\$2,225,022	\$15,035,154

REVENUE FORECAST SUMMARY	
Cultivation Starting Date (tentative)	Mid 2020
Annualized Inventory (Pounds) Produced	5,947
Year 1 Estimated Revenues	\$15,035,154
Annualized Estimated Revenues	\$26,700,264

iii Cultivation: Year 1 Forecast



COST OF GOODS SOLD	1	2	3	4	5	6	7	8	9	10	11	12	Total
Electricity	\$24,493	\$44,904	\$65,314	\$85,725	\$106,136	\$106,136	\$106,136	\$106,136	\$106,136	\$106,136	\$106,136	\$106,136	\$1,069,521
H2O	\$1,120	\$2,520	\$3,920	\$5,320	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$212,880
Total production cost by avg cost per lb	\$297,357	\$297,357	\$594,714	\$594,714	\$594,714	\$594,714	\$594,714	\$594,714	\$594,714	\$594,714	\$594,714	\$594,714	\$6,541,850
TOTAL COST OF GOODS SOLD	\$322,970	\$344,780	\$663,948	\$685,759	\$725,849	\$725,849	\$725,849	\$725,849	\$725,849	\$725,849	\$725,849	\$725,849	\$7,824,252

iii Cultivation: Operational Expense



EXPENSES	1	2	3	4	5	6	7	8	9	10	11	12	Total
Contract labor	\$75,775	\$94,718	\$126,291	\$189,436	\$378,873	\$378,873	\$378,873	\$378,873	\$378,873	\$378,873	\$378,873	\$378,873	\$3,517,201
Insurance	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000
Interest expense	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$264,000
Marketing	\$0	\$0	\$50,551	\$66,751	\$117,301	\$133,501	\$133,501	\$133,501	\$133,501	\$133,501	\$133,501	\$133,501	\$1,169,112
Office expense	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Security monitoring	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Professional services	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
Auto Expense	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$13,650
Packaging	\$0	\$0	\$37	\$5,437	\$5,474	\$10,874	\$10,874	\$10,874	\$10,874	\$10,874	\$10,874	\$10,874	\$87,069
Rent or lease	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000
Repairs and maintenance	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000
Seed-to-sale software	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
Travel	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$12,000
Utilities	\$3,000.00	\$6,000	\$9,000	\$12,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$150,000
Miscellaneous	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
TOTAL EXPENSES	\$161,912	\$189,856	\$269,016	\$356,762	\$599,786	\$621,386	\$621,386	\$627,386	\$621,386	\$621,386	\$621,386	\$621,386	\$5,933,032

iii Operational Expense



Thank you!



617 Therapeutic Health Center, Inc.
Separating recreational from medical operations

617 Therapeutic Health Center is not a Registered Marijuana Dispensary nor have any medical marijuana related operations.

617 Therapeutic Health Center, Inc.
Maintenance of financial records

617 THC will adhere to standard bookkeeping and accounting best practices for the maintaining of financial records, as advised by our accounting firm. The following financials will be recorded and maintained for a period relevant to the applicable use for reporting, verification, and auditing, as elected and/or as required by law, and in particular including but not limited to the following business records pursuant to 935 CMR 500.105(9)(e), for a minimum of two years following the closure of the marijuana establishment:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.

617 THC understands and acknowledges that after a Marijuana Establishment has been licensed, the Commission or a Commission Delegee, pursuant to M.G.L. c. 94G, § 4(a), has the authority to demand access to a Marijuana Establishment's papers, books, documents, records, correspondence, electronic communications, and other tangible things to examine and inspect.

617 Therapeutic Health Center, Inc.
Record Keeping procedures

All records that are required of 617 THC will be available for inspection by the Commission upon request. Written records that are required and are subject to inspection include but are not limited to all the records required in the respective subsections of 935 CMR 500.000.

Pursuant to 935 CMR 500.105(9), such records include but are not limited to:

- Written Operating Procedures as required by 935 CMR 500.105(1)
- Inventory Records as required by 935 CMR 500.105(8)
- Seed-to-sale Tracking Records for all Marijuana Products as required by 935 CMR 500.105(8)(e)
- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions
- A personnel record for each marijuana establishment agent which shall be maintained for a period of at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
 - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2)
 - b. Documentation of verification of references
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
 - e. Documentation of periodic performance evaluations
 - f. A record of any disciplinary action taken
 - g. Notice of completed responsible vendor and eight-hour related duty training
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- Personnel policies and procedures
- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Business records in accordance with 935 CMR 500.105(9)(e)
- Waste disposal records as required under 935 CMR 500.105(12); and

617 THC acknowledges that following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

617 Therapeutic Health Center, Inc.

Personnel policies including background checks

617 THC will create and provide a handbook of workplace personnel policies to all employees, and registered agents of the marijuana establishment. All personnel policies will be maintained in written and electronic form and updated and reviewed on an annual basis and as needed. All new hires will receive a written copy of the 617 THC written personnel policies at the outset of the new hire orientation where all policies will be reviewed in orientation.

All candidates for hire will go through the standardized procedures for the registering of Marijuana Establishment Agents, including the submission of background checks as a required and important aspect of pre-screening for potential employment with our company..

Personnel Policies will provide clear guidance for our workplace rules and procedures in the following areas:

GENERAL WORKPLACE POLICY INFORMATION

- Equal Employment Opportunity in the Workplace
- Sexual Harassment Policy
- Privacy and Confidentiality
- Work Site Policies
- Standard Office Procedures
- Workplace safety policies as established by OSHA

EMPLOYMENT POLICIES

- New Hires
- Background Checks
- Probation Period
- Employment Categories
- Employee Files
- Flex Time
- Job Postings
- Performance Reviews
- Personal Information Changes
- Promotions/Advancement
- Terminating Employment

MONEY MATTERS

- Job Classifications
- Overtime
- Direct Deposit
- Pay Periods
- Payroll Deductions

EMPLOYEE INFORMATION

- Dress Code Policy
- Alcohol and Drug Policy
- Personal Conduct Policies
- Phone/Internet/Email Use
- Work Schedules and Breaks
- Holidays
- Days off/Sick Time
- Jury Duty
- Bereavement
- Disciplinary Procedures

TRAINING AND ORIENTATION

- Job Function Training
- Emergency Procedures
- Contamination Prevention
- Limited Access Area and Credential Training
- Regulatory Adherence and Protocols
- Job Shadowing
- Mentoring/Coaching
- Career Advancement

617 Therapeutic Health Center, Inc.

Qualifications and training

General Qualifications:

Qualifications for open positions for Marijuana Establishment Agents are job/role dependent. Industry experience can advance an entry point for a potential hire; however, based on our in-house advancement and mentoring program, lack of experience does not necessarily disqualify an individual from employment opportunities. For certain functions, a clean slate may be preferable for training new hires to learn methodologies based on in-house practices.

Marijuana Establishment Agent Training:

Pursuant to 935 CMR 500.105(2), 617 THC will ensure that all Marijuana Establishment Agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent.

Quality assurance:

617 THC will have an in-house quality assurance program with mentors teaching skills and workflows to new hires.

- Performance evaluation is ongoing, checking quality metrics of employees on a regular basis.
- Training is tailored to the roles/responsibilities of the job function of each Agent. Each Agent will at a minimum receive 8 hours of training annually.
- Specialized training by job function is available for each role at the Marijuana Establishment.

Mentorship:

- Each Agent has a mentor who provides feedback and workflow training before moving to other topics. Shadowing of experienced Agents will introduce employees to different business areas.
- A cross-training component will be a starting point for job rotation to encourage broad exposure, thus increasing the new hire's value to the company and their own career driven prospects to advance from within.
- Agent progression is tied to performance and evaluation metrics determined by role/function.

Responsible Vendor Training Program:

- Each new Marijuana Establishment Agent hire who may be involved in the handling or sale of marijuana will be required to pass the Responsible Vendor Training Program, pursuant to 935 CMR 500.105(2)(b) within 90 days of hire.
- This course will also be required annually for all Directors, Executives, and managers of the company who may be involved in handling or sale of marijuana, to complete successfully, in order for 617 THC to be designated as a "Responsible Vendor."
- Responsible Vendor certification records will be maintained for a four year period.

Seed to Sale training:

- Agents responsible for tracking and entering product into the seed-to-sale SOR must receive training pursuant to 935 CMR 500.105(2)(a).

617 Therapeutic Health Center, Inc.
Restricting Access to Individuals Age 21 and Older

617 Therapeutic Health Center, Inc. (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers (as applicable) of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(13) (as applicable) to limit access solely to individuals 21 years of age or older.

The Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

617 Therapeutic Health Center, Inc.
Quality Control and Testing Procedures

Testing of Marijuana

617 Therapeutic Health Center, Inc. (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

(a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
5. Packaged in a secure area.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;

2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;

11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
 12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
 13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
 15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
 16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the **"Quality Control and Testing Policy"**.

617 Therapeutic Health Center, Inc. Diversity Plan

617 Therapeutic Health Center, Inc. (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse workplace is created in the Company.

It is a policy of the Company to promote equity among minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+ in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements. To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

- (1) The Company endeavors to provide job opportunities to minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts are as follows: Women 48.8% and Minorities 20.7%¹.**
- (2) It shall be a goal of the Company to ensure that all (100%) of its employees receive **training on diversity and sensitivity.**

Programs:

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process in newspapers of general circulation such as the **Boston Herald** and post a notice at the municipal offices in **Boston** for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for minorities, women, veterans, persons with disabilities, and/or people who identify as LGBTQ+ to work for the Company. The Company also intends to advertise its job openings through **MassHire**.
- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall monitor the Company’s progress towards meeting those goals. The Company shall review progress towards meeting its hiring goals **quarterly**.

¹ <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

- The Company shall require that all (100%) of employees receive education on diversity, implicit biases, and sensitivity within the **first ninety (90) days of employment and once annually thereafter.** The Company's educational programs on diversity, implicit biases, and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(b) the Company's Human Resources department shall prepare an annual report identifying the Company's efforts to encourage diversity in the workplace, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this *Diversity Policy*. Specifically, said report shall identify in aggregate the current demographics of its employee population; and as a subset, the demographics of new hires from over the annual period under review by percentages of the population identifying as minorities, women, veterans, persons with disabilities, and/or people who identify as LGBTQ+, and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of jobs created since initial licensure;
- iii. Number of job postings in publications with supporting documentation; and
- iv. Number and subject matter of internal training sessions held on diversity, implicit biases, and sensitivity; and the number of employees in attendance.

The Company affirmatively states that: (1) it has reached out to MassHire to confirm that it can post job offers through that organization; (2) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the "**Diversity Plan**".