



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283963  
Original Issued Date: 11/02/2021  
Issued Date: 11/02/2021  
Expiration Date: 11/02/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 617 Therapeutic Health Care, Inc.

Phone Number: 617-438-4234 Email Address: 617CCApp@gmail.com

Business Address 1: 144 Bowdoin St

Business Address 2:

Business City: Dorchester

Business State: MA

Business Zip Code: 02121

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	
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	
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: 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: 617 Therapeutic Health Care, Inc. (617 Care) is a wholly owned subsidiary of 617 Therapeutic Holding Company, LLC. (617 Holding). All decisions related to the operations of 617 Care are under the authority of its Board of Directors. The three Directors of 617 Care 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 Care, Inc. Oasis Spring members are also members of 617 Therapeutic Holding Company, LLC. All (100%) of decisions related to the operations of 617 Therapeutic Health Care are under the authority of its Board of Directors. While Oasis Spring LLC as an entity holds no direct decision-making authority over 617 Therapeutic Health Care, 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/

Other Type of Capital:

Total Value of Capital Provided:

Percentage of Initial Capital:

Equity

\$1465001

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: 144 Bowdoin St.

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02122

Approximate square footage of the establishment: 1000

How many abutters does this property have?: 2

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Certification of Host Community Agreement	617 THC_144 Bowdoin_Dot_Form_HCA_Cert_SIGNED.pdf	pdf	6021b36f6d809f35defbb02f	02/08/2021
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6022726865c0d035fcc4cbaa	02/09/2021
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6022752a4cfbf7366ef3dc3a	02/09/2021
Community Outreach Meeting Documentation	617Care_COM_Attestation.pdf	pdf	60227c1e6902113684c6e573	02/09/2021
Community Outreach Meeting Documentation	Notice Regarding Community Outreach Attachment A (1).pdf	pdf	60227cc81681d1368fdb442b	02/09/2021
Community Outreach Meeting Documentation	Attachment C v2.pdf	pdf	60938f002e7a1d0770d08dbf	05/06/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning v2.pdf	pdf	60939196b15b20079555185e	05/06/2021

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
Other	Statements on Plan for Positive Impact for RFI 1.pdf	pdf	609395cfb15b200795551863	05/06/2021
Plan for Positive Impact	Care - Positive Impact Plan v5.pdf	pdf	610aa219b6c7ee37de462988	08/04/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### 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
Department of Revenue - Certificate of Good standing	Attestation-unemployment-Care-20210209 (1).pdf	pdf	6022f8874e95aa35cfc22e78	02/09/2021
Department of Revenue - Certificate of Good standing	MassTaxConnect - Cert of Good Standing 2.11.21.pdf	pdf	6030250a4bc57307f1ff2c1b	02/19/2021
Secretary of Commonwealth - Certificate of Good Standing	Care- cert of Good Standing .pdf	pdf	60302cc97fa14107d40319f2	02/19/2021
Bylaws	Care - Bylaws - signed.pdf	pdf	60302f154768190803e10308	02/19/2021
Articles of Organization	Care - Articles of Organization.pdf	pdf	60372eed36fab307c9b2cd27	02/25/2021

No documents uploaded

Massachusetts Business Identification Number: 001344367

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

##### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Care-Plan for Obtaining Liability Insurance.pdf	pdf	6022d20deabbc336a11f6b8f	02/09/2021
Business Plan	617THCare CCC Business Plan v20210209-4mb.pdf	pdf	6022f250604cbb361670ef60	02/09/2021
Proposed Timeline	Care - Projected Timeline.pdf	pdf	6022f83c84d16335f022420d	02/09/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Care-Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	602d5c864cfbf7366ef3f8b7	02/17/2021
Separating recreational from medical operations, if applicable	Care-Separating Recreational from Medical Operations.pdf	pdf	602d5d6d10e86b36bb897ac3	02/17/2021
Restricting Access to age 21 and older	Care-Restricting Access to Individuals Age 21 or Older.pdf	pdf	602d5ea665c0d035fcc4e886	02/17/2021
Security plan	Care-Security Plan.pdf	pdf	603033bdc9ce807dbbd71f7	02/19/2021
Prevention of diversion	Care Prevention of Diversion.pdf	pdf	603540514ec46c07be83c0ee	02/23/2021
Transportation of marijuana	Care - Transportation of marijuana.pdf	pdf	6035442ee8348307b312c525	02/23/2021
Inventory procedures	Care - Inventory procedures.pdf	pdf	60354915c9a47307e6f6f910	02/23/2021
Quality control and testing	Care - Quality control and testing.pdf	pdf	60354ac14768190803e10cf6	02/23/2021
Dispensing procedures	Care - Dispensing procedures.pdf	pdf	60355e167fa14107d40324b9	02/23/2021
Qualifications and training	Care - Qualifications and training.pdf	pdf	60359dc8cb9ce807dbbd7dd9	02/23/2021
Energy Compliance Plan	Care - Energy Compliance Plan.pdf	pdf	6035a1975aed110812e499fc	02/23/2021
Storage of marijuana	Care - Storage of Marijuana v2.pdf	pdf	6093a2508f80610756a12323	05/06/2021
Personnel policies including background checks	Care- Personnel policies including background checks v2.pdf	pdf	6093a60d85675207abc79f1e	05/06/2021
Record Keeping procedures	Care - Record Keeping procedures v2.pdf	pdf	6093abd5e067a90777b4fe7c	05/06/2021
Maintaining of financial records	Care - Maintaining of financial records v2.pdf	pdf	6093b1f4e067a90777b4fe81	05/06/2021
Diversity plan	Care - Diversity plan v2.pdf	pdf	610aa4b0029a6837bd710fe2	08/04/2021

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

## ATTESTATIONS

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

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

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

Notification:

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR

500.104(1), and none of those changes have occurred in this application.:

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 8:00 PM
Tuesday From: 8:00 AM	Tuesday To: 8:00 PM
Wednesday From: 8:00 AM	Wednesday To: 8:00 PM
Thursday From: 8:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 6:00 PM
Sunday From: 12:00 PM	Sunday To: 6:00 PM

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

2. Name of applicant’s authorized representative:


3. Signature of applicant’s authorized representative:

4. Name of municipality:

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



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



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

8. Host community agreement execution date:



# The Boston Globe

## Payment Receipt

Lynch Associates, Inc  
12 Post Office Sq., 6th Fl  
Boston, MA 02109

2/6/2019

Thank you for placing your advertisement in The Boston Globe.

Your payment and order information are below. If there are any questions, please contact the Advertising Department at 617-929-1500 or email [classified@globe.com](mailto:classified@globe.com).

### PAYMENT INFORMATION:

Total Order Price:	\$184.30
Payment Method:	Visa
Payment Amount	\$184.3

### ORDER INFORMATION:

Title:	Boston Globe
Start date:	2/11/2019

Order Number:	377906
Number of Days:	1
Classification:	1505 Legal - Public Notice

Thank you,  
Boston Globe Advertising

617-929-1500  
Monday - Friday, 9:30 a.m. - 4:30 p.m.  
[classified@globe.com](mailto:classified@globe.com)



## 2019 Beanpot FINAL



MATTHEW J. LEE/GLOBE STAFF

NU's Tyler Madden begins the celebration of his OT goal last Monday that beat BU.

## NU, BC freshmen take center stage at Beanpot

By Andrew Mahoney  
GLOBE STAFF

There was a recurring theme in the first round of the Beanpot last week. In both games, goals were hard to come by, with Boston College and Northeastern advancing to Monday night's championship game with 2-1 victories. And in each contest, the winning goal was scored by a freshman.

Both of BC's goals against Harvard came from freshmen, with Patrick Gies taking a nice feed from junior Graham McPhee for the first goal of his career.

The Eagles (10-13-3) were able to take care of business in regulation, when Jack McCabe skated along the left boards, dished the puck ahead to fellow freshman Oliver Wahlstrom, and cut back to center for a give-and-go to deposit Wahlstrom's pass into the back of the Crimson net with 7:38 remaining.

Wahlstrom has three goals and five assists in his last eight games, including three multi-point outings. The Quincy native is starting to show why he was selected by the New York Islanders with the 11th overall pick of the 2018 NHL Draft.

"He started slow with us. He was a high draft pick, 18 years old, and comes into a new program for him," said coach Jerry York. "I've seen it over the years that it just takes a while to adjust. Expectations are through the roof."

"The reality is that he's a young kid, a very good player going against much older players, so it took him a while to adjust to it."

"I think playing at the World Juniors gave him confidence. He's going to have a huge impact on the success in front of us as we look at the rest of our season."

Northeastern freshman Tyler Madden was a teammate of Wahlstrom's on the US team that took the silver medal at the World Junior Championship, and he does not appear to suffer from a lack of confidence.

"I think he's had confidence his whole life," said Huskies coach Jim Madigan. "He's a confident young man. He hasn't played any differently from the beginning of the year to what he is now. What has happened, he's become a little



MATTHEW J. LEE/GLOBE STAFF

BC's Jack McCabe jumps for joy after scoring the eventual winner over Harvard.

more seasoned and experienced."

Madden buried the winner for the Huskies 51 seconds into overtime in the first round of the Beanpot against Boston University, scoring on a breakaway to send No. 13 Northeastern (10-9-1) to the final for the second year in a row. Madden celebrated in style, sliding on his back to make a snow angel as he was mobbed by his teammates. That followed his celebration last month against UMass, in which he skated along the boards before dropping to the ice in a first-time slide while using his stick as a kayak paddle.

"There's confidence and there's cockiness. There's the arrogance," said Madigan. "He doesn't have that. He's just a confident young man, and he's doing it on a big stage."

Harvard (12-7-3) and BU (10-13-3) will meet in Monday's consolation game at 4:30 p.m.

Follow Andrew Mahoney on Twitter @GlobeMahoney.

## Vonn wins bronze in her finale

By Andrew Dampf and Steve Douglas  
ASSOCIATED PRESS

ARE, Sweden — Lindsey Vonn walked off with her career haul of medals in her right hand, the gold, silver, and bronze clinking together once again.

Or was it the bulging knee braces and metal support rods inside her vast array of broken bones?

Whatever it was, the sound was a reminder of what Vonn has come to symbolize — an athlete who battled back from one major injury after another throughout her career to win more ski races than any other woman.

Add one more — final — comeback to the list.

Five days after crashing in super-G — a fall that knocked the wind out of her and left her with a black eye and a bruised rib — and three

months after tearing a ligament in her left knee, Vonn won the bronze medal in the world championship downhill Sunday in the final race of her career.

She's shed so many tears that there are none left — just like she no longer has any cartilage in her knees.

"I'm literally tapped out. I can't cry anymore. So I'm just sure on top of score. My neck is killing me," Vonn said. "But at the end of the day no one cares if my neck hurts; they only care if I win. . . . I knew that I was capable of pushing through the pain one last time and I did that. . . . Every athlete has their own obstacles and I faced mine head on today and I conquered them."

As soon as she exited the finish area, Vonn embraced Ingemar Stenmark, the only skier to win more World Cup races — 86 to 82.

The third skier on the course, Vonn had a big smile on her face when she came down with the fastest run to that point.

Eventually, Lika Stuebe of Slovenia beat Vonn and took gold. Stuebe finished 0.23 seconds ahead of silver medalist Corinne Sturtevant of Switzerland and 0.49 ahead of Vonn. Vonn became the first female skier to medal at six world championships.

Vonn eclipsed her own record from two years ago for oldest woman to win a medal at a world. Now she can finally let her body heal and move onto the next phase of her life.

"The nice thing is that, in the real world I'm actually pretty young," she said. "I have felt really old for a long time, because I'm racing with girls that are like 15 years younger than me. So now, in the real world, I'm normal."



Lindsey Vonn, in her final race before retiring, takes flight in the downhill.

## NHL

### EASTERN CONFERENCE

ATLANTIC	GP	W	L	OTL	Pts	ROW	GF	GA
Tampa Bay	56	41	14	1	86	37	217	156
Toronto	54	38	13	3	79	34	195	157
Boston	56	31	17	8	70	30	162	145
Montreal	56	31	18	7	69	29	172	162
Buffalo	55	27	21	7	61	23	162	170
Florida	54	23	28	3	48	21	168	189
Detroit	56	21	28	7	49	19	156	186
Ottawa	56	21	29	6	47	17	172	201

### METROPOLITAN

Winnipeg	56	35	18	3	73
Nashville	58	33	20	5	71
Dallas	55	28	22	5	61
St. Louis	54	27	22	5	59
Minnesota	56	27	24	5	59
Colorado	55	22	22	11	55
Chicago	56	23	24	9	55
<b>PACIFIC</b>	<b>GP</b>	<b>W</b>	<b>L</b>	<b>OL</b>	<b>Pts.</b>
Calgary	55	34	15	6	74
San Jose	56	33	16	7	73
Vegas	57	31	22	4	66
Vancouver	56	25	24	7	57
Arizona	55	24	26	5	53
Edmonton	55	24	26	5	53
Los Angeles	55	23	27	5	51
Anaheim	56	21	26	9	51

2026 = Acquisition plus overtime pts.

### WESTERN CONFERENCE

CENTRAL	GP	W	L	OTL	Pts	ROW	GF	GA
Winnipeg	56	35	18	3	73	33	194	160
Nashville	56	30	20	5	71	32	180	151
Dallas	55	28	22	5	61	28	168	140
St. Louis	54	27	22	5	59	27	155	159
Minnesota	54	27	24	5	59	26	156	162
Colorado	55	22	28	5	49	22	180	183
Chicago	56	23	24	9	55	22	182	203

### PACIFIC

# JETS 3, SABRES 1

Winnipeg 3, Buffalo 1

First period — Mike Penates —

Morrison (pen. high-sticking), 1:27.

Byng, Wynn (high-sticking), 1:14 (Pen.

and Wynn), 1:23.

Second period — 1. Winnipeg, Codd

5 (sliding), 2:21; 2. Buffalo, Fitch 1:1

(sliding, skimmer), 1:23; Penates —

Schroeder (pen. Wynn), 1:11; Little

Wynn (sliding), 1:27; Codd, Wynn

(sliding), 1:27.

Third period — 1. Buffalo, 1:27

(sliding), 1:27; 2. Buffalo, 1:27

(sliding), 1:27; 3. Buffalo, 1:27

(sliding), 1:27; 4. Buffalo, 1:27

(sliding), 1:27; 5. Buffalo, 1:27

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(sliding), 1:27; 50. Buffalo, 1:27

## LEGAL NOTICE

NOTICE OF PUBLIC AUCTION

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### SUNDAY'S RESULTS

ATLANTIC	GP	W	L	OTL	Pts	ROW	GF	GA
St. Louis	56	34	15	6	74	34	202	161
Edmonton	55	33	16	6	72	33	197	175
Vancouver	56	25	24	7	57	23	162	174
San Jose	55	24	26	5	53	21	159	184
Los Angeles	55	27	25	5	51	21	132	165
Anaheim	56	21	26	9	51	18	127	182

### MONDAY'S GAMES

ATLANTIC	GP	W	L	OTL	Pts	ROW	GF	GA
St. Louis	56	34	15	6	74	34	202	161
Edmonton	55	33	16	6	72	33	197	175
Vancouver	56	25	24	7	57	23	162	174
San Jose	55	24	26	5	53	21	159	184
Los Angeles	55	27	25	5	51	21	132	165
Anaheim	56	21	26	9	51	18	127	182

### SATURDAY'S RESULTS

ATLANTIC	GP	W	L	OTL	Pts	ROW	GF	GA
St. Louis	56	34	15	6	74	34	202	161
Edmonton	55	33	16	6	72	33	197	175
Vancouver	56	25	24	7	57	23	162	174
San Jose	55	24	26	5	53	21	159	184
Los Angeles	55	27	25	5	51	21	132	165
Anaheim	56	21	26	9	51	18	127	182

### WESTERN CONFERENCE

CENTRAL	GP	W	L	OTL	Pts	ROW	GF	GA
Winnipeg	56	35	18	3	73	33	194	160
Nashville	56	30	20	5	71	32	180	151
Dallas	55	28	22	5	61	28	168	140
St. Louis	54	27	22	5	59	27	155	159
Minnesota	54	27	24	5	59	26	156	162
Colorado	55	22	28	5	49	22	180	183
Chicago	56	23	24	9	55	22	182	203

### PACIFIC

GP	W	L	OTL	Pts	ROW	GF	GA	
Calgary	55	34	15	6	74	34	202	161
Edmonton	55	33	16	6	72	33	197	175
Vancouver	56	25	24	7	57	23	162	174
San Jose	55	24	26	5	53	21	159	184
Los Angeles	55	27	25	5	51	21	132	165
Anaheim	56	21	26	9	51	18	127	182

### ISLANDERS 2, WILD 1

ISLANDERS	GP	W	L	OTL	Pts	ROW	GF	GA
Islanders	56	31	17	8	70	30	162	145
Wild	56	31	18	7	69	29	172	162

### DEVILS 3, HURRICANES 2

DEVILS	GP	W	L	OTL	Pts	ROW	GF	GA
Devils	56	31	17	8	70	30	162	145
Hurricanes	56	31	18	7	69	29	172	162

### BLUES 5, PREDATORS 4

BLUES	GP	W	L	OTL	Pts	ROW	GF	GA
Blues	56	31	17	8	70	30	162	145
Predators	56	31	18	7	69	29	172	162

### THUNDER 5, FLAMES 4

THUNDER	GP	W	L	OTL	Pts	ROW	GF	GA
Thunder	56	31	17	8	70	30	162	145
Flames	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	145
Red Wings	56	31	18	7	69	29	172	162

### FLAMES 5, RED WINGS 2

FLAMES	GP	W	L	OTL	Pts	ROW	GF	GA
Flames	56	31	17	8	70	30	162	14



# TO GLOBE NEWSPAPER CO., INC.,

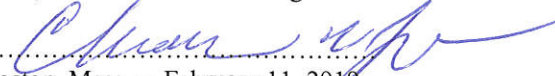
For Advertising in the *BOSTON GLOBE*

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Boston, MA 02109

## LEGAL NOTICE

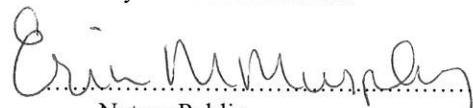


**I, Christopher Zito**, hereby certify that I am an *Advertising Sales Representative* of the Boston Globe Media Partners, LLC., publishers of the Boston Globe; that the advertisement below has been inserted in said newspaper one time on Monday, February 11, 2019 and that it is charged at the usual rates.

  
Boston, Mass – February 11, 2019

Personally appeared before me and made oath that the above statement subscribed to by her is true.....

**Suffolk ss.**

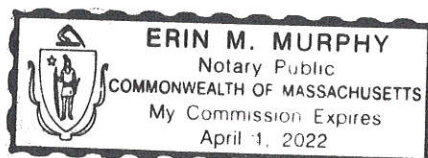


Notary Public

My Commission Expires:

4/1/2022

Ad# 377906/617 Therapeutic Meeting







## **Notice of Public Meeting**

**Notice is hereby given that a Community Outreach Meeting for a Proposed Cannabis Establishment is scheduled for:**

**Date: Tuesday February 19, 2019**  
**Time: 6:30PM**  
**Location: Holland Community Center**  
**85 Olney Street**  
**Dorchester, MA 02121**

**The Proposed Cannabis Establishment is anticipated to be located at:**

**144 Bowdoin Street**  
**Dorchester, MA 02121**

**There will be an opportunity for the public to ask questions.**

If you have any questions about this meeting or have comments about the proposal please contact:

Christine Brandao  
Mayor's Office of Neighborhood Services  
[Christine.brandao@boston.gov](mailto:Christine.brandao@boston.gov)  
617-635-1880

*Please note, the city does not represent the owner(s)/developer(s)/attorney(s). The purpose of this meeting is to get community input and listen to the community's positions on this proposal. This flyer has been dropped off by the proponents per the city's request*

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 2/19/2019
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

2/11/19

b. Name of publication:

Boston Globe

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

a. Date notice filed:

2/7/19

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

a. Date notice(s) mailed:

2/8/19

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



Name of applicant:

617 Therapeutic Health Care, Inc.

Name of applicant's authorized representative:

Tsz K Chung

Signature of applicant's authorized representative:



**617 Therapeutic Health Care, Inc.****Notice Regarding Community Outreach Attachment A**

The official Community Outreach Meeting for 617 Therapeutic Health Care's proposed Marijuana Establishment was held on February 19, 2019, as scheduled by the City of Boston Office of Neighborhood Services. At the time of the meeting, the requirement per CCC Guidance Document "Guidance for Applicants on Community Outreach" required publication "at least 7 days prior" to the meeting. Though the 04.09.20 Attestation Form now seeks proof of publication at least 14 days prior to the meeting, please note that the attached documentation demonstrates compliance with the rules as were applicable at that time.

**PostNet MA101**

**6 Liberty Square  
Boston, MA 02109  
857-350-3064**

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<b>Invoice#</b>	27471
<b>Clerk</b>	Clerk
<b>Date</b>	02/08/2019 10:39 AM
<b>Account</b>	010074278452 Lynch Associates

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<b>Description SKU#</b>	<b>Price</b>	<b>Qty</b>	<b>Ext. Price</b>
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Envelope 67EPS	0.35	69	24.15 t
Print- B&W- 8.5 X 11 Single 220811	0.10	69	6.90 t
Print- Color- 8.5 X 11 Single 230811	0.44	69	30.36 t
Stuff and seal per Envelope 21STUFFSEALPERENV	0.25	69	17.25 t
Postage and Application 07POSTAGEAPPLICATION	0.80	69	55.20
USPS Shipping 02	7.00	69	483.00

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**Sub-Total:** \$616.86

**Sale Tax:** \$4.92

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**Total:** \$621.78

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**CCard Charge:** \$621.78

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\*\*\*\*\*7018

I agree to pay the above amount according to the card user agreement.  
(merchant agreement if credit voucher)



7018 1830 0002 2704 0740

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Sent To  
Street and Apt. 6 LEVANT ST  
City, State, Zi. DORCHESTER MA 02122

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

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Sent To  
Street a 83 NEWHALL ST  
City, Sti MALDEN MA 02148

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery \$

Postage  
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Total Post  
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Street and 57 DIX STREET  
City, State DORCHESTER MA 02122

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Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
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Total Post  
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Street and 6 LEVANT ST  
City, State, DORCHESTER MA 02122

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
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Total Pos  
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Sent To  
Street an 8 LEVANT ST  
City, Stai DORCHESTER MA 02124

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 1830 0002 2704 0726

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Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
\$

Total Po  
\$

Sent To  
Street ar 159 BOWDOIN ST  
City, Stai DORCHESTER MA 02122

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

## **617 Therapeutic Health Care Plant to Remain Compliant with Local Zoning**

617 Therapeutic Health Care (the “Company”) is proposing to develop and operate a Marijuana Establishment at 144 Bowdoin St, Dorchester, MA 02122. This site is located more than ½ mile from another retailer, as required by the City of Boston Ordinance, which permits the operation of a Marijuana Establishment, specifically a Marijuana Retailer. The City requires approval by the Boston Cannabis Board (BCB), which the Company received on November 18, 2020. Furthermore, the City requires the Company to enter into a Host Community Agreement, which the Company did on December 2, 2020. Lastly, the Company must appear before the City of Boston Zoning Board of Appeals (ZBA) for a Conditional Use Permit, which was approved by the ZBA on May 4, 2021.

The Company has discussed its marijuana retail facility with City officials, appeared before and received approval from the Boston Cannabis Board, entered into a host community agreement with the City and been approved for a Conditional Use Permit by the ZBA..

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and its Manager, Richard Gin, will be responsible for ongoing compliance with local and state rules and regulations.



**617 Therapeutic Health Care, Inc.**  
**Positive Impact Plan**

617 Therapeutic Health Care, Inc., (the Company), has proposed to locate a Marijuana Retailer at 144 Bowdoin Street, Boston, MA 02122. This location, within the Bowdoin/Geneva neighborhood of Dorchester, falls within an “area of disproportionate impact” as defined by the Cannabis Control Commission (Census Tract 918, Suffolk County, Massachusetts).

The Company pledges to be involved and active neighbors in the community. We aim to forge a meaningful partnership with the community to create positive and lasting social and economic benefit for the neighborhood residents, businesses, and organizations.

For purposes of this document and our proposed programs, the target area of the Bowdoin Geneva neighborhood will correspond to the service/trade area as defined by Bowdoin Geneva Main Streets.

**Initiative**

- Reduce barriers to entry in the adult-use cannabis industry for residents of the Bowdoin/Geneva and adjacent neighborhoods of Dorchester.
- Provide mentoring and advancement opportunities to local residents who seek a career in the cannabis industry, and originate from a neighborhood of disproportionate impact and/or qualify as a candidate for economic empowerment or social equity.
- Promote sustainable, socially, and economically reparative practices by supporting and advocating for those whose mission is to improve disproportionately impacted areas.

**Programs**

1) Hiring Practices

The Company will offer priority hiring status in a legal and non-discriminatory manner, meaning that we will seek to attract applicants to fill staff openings as described below, and will not use any discriminatory hiring practices in its efforts to do so.

Applicants eligible for priority hiring status will include:

- Members of communities disproportionately impacted by the war on drugs;
- Individuals residing within the target area of the proposed location;
- Applicants seeking a career in the cannabis industry who otherwise would face financial barriers to entry; and,
- Individuals who have been disproportionately impacted due to prior arrest or conviction on cannabis-related charges.

In an effort to ensure that the Company has the opportunity to interview and hire individuals from

the target areas, or Massachusetts residents who have past drug convictions or continuance, 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, for example, the Boston Herald, as well as through MassHire. 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 the target area or are members of a community disproportionately impacted as defined by the Commission; or (ii) are qualified as Economic Empowerment or for the Social Equity Program as defined by the CCC.

***Goal:***

- The Company aims to hire a minimum of 70% of its dispensary staff at the proposed location from candidates who fulfill one or more of the above criteria, and review annually its success in achieving this goal.

Such residency, or prior drug conviction status, 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) Career Mentorship and Advancement**

The Company will aim to help develop meaningful careers in the cannabis industry for all employees, by creating a mentorship program matched to each employee's particular areas of interest. This program will be administered equitably among all employees of the Company, including those hired who (i) live in the target area or are members of a community disproportionately impacted as defined by the Commission; or (ii) are qualified as Economic Empowerment or for the Social Equity Program as defined by the CCC.

***Measurement:***

- All employees will be reviewed on a quarterly basis.
- Mentoring opportunities will be made available upon the quarterly review to those eligible as described below.
- All employees seeking mentorship will be matched with an advisor, based on their area of interest, as part of the on-boarding/training process. This advisor will guide them through their employment journey and potential industry advancement.
- All employees may seek mentorship in an area of interest of their choice, even if that role differs from the job function or title for which they were hired.
- Mentorships will continue for the duration of employment, until the employee has advanced to a supervisory role in their specified area of interest. Former mentees will then have the opportunity to become mentors and pass on what they've learned to newer eligible employees.
- Mentees will have an opportunity to review and provide feedback regarding their mentorship with the same frequency in which all employees are reviewed, quarterly.

**Goal:** Top ten (10) percent of reviewed employees will be offered this benefit after 6 calendar months of employment from the date of hire. Within two calendar years from an employee's date of hire, all (100%) of tenured employees will have become eligible to enter the mentorship and career advancement program who hadn't previously qualified.

Qualifications such as residency in an area of disproportionate impact, or prior drug conviction status, will be a positive factor in mentorship and career advancement opportunities, but this does not prevent the Company from advancing eligibility based on job performance or complying with all employment laws and other legal requirements.

### 3) Charitable Non-Profit

The Company has proposed, in partnership with the community, to create an independent non-profit charitable organization that will:

- Represent the demographic and organizational membership from within the community, tasked with the opportunity and responsibility to act with unity on behalf of neighborhood betterment;
- Give voice to and seek resolution for concerns raised by the community on issues or concerns related to the proposed Marijuana Retailer;
- Propose, select, and disburse funds pledged to the local community, donated by the Company or any other businesses or private parties who choose to contribute to the general fund of the non-profit; and,
- Board members will be nominated and selected by neighborhood leadership representing a broad range of local, interested parties from within the defined boundaries of the Bowdoin Geneva neighborhood such as: neighborhood civic associations; businesses; school personnel religious organizations, health organizations, elder services groups, parent groups, neighborhood safety councils, minority action groups.

#### **Goal:**

- The new non-profit group will meet regularly as determined in its charter and file an annual report that includes a summary of each issue or concern brought forward, proposed resolutions, and record of actions taken. The Company will provide funds annually into escrow, per the following schedule, and retain the right to audit the use of funds for fiscal responsibility:

Year 1: \$50,000  
Year 2: \$100,000  
Year 3: \$125,000  
Year 4: \$150,000  
Year 5: \$200,000

### 4) Shared Community Improvement

The Company will separately and directly select and sponsor one project annually that may originate from among the orphan proposals of the non-profit. Selections will be made for the creation or improvement of a shared, public, community resource or space.

#### **Goal:**

- The Company will designate in its annual budget a base of \$10,000 for fulfillment of such projects.
- The Company will also match up to \$10,000 of additional funds for this project to encourage financial commitments to be made by other neighborhood businesses.

### 5) Cannabis Education

The Company will make cannabis educational materials available onsite at all times, and to neighbors, local community, civic, senior, and/or health organizations upon request.

#### **Goal:**

The Company will offer quarterly training session such as; how to start a marijuana business; marijuana cultivation; marijuana product manufacturing; marijuana retail operations to community group leaders to educate their members about cannabis, and will offer ongoing access to expertise, and support as a resource for answering questions, updating information, or advising. All staff will be trained and able to educate on all disseminated educational materials.

#### **Annual Review:**

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

- 1) Review, in aggregate, the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) are qualified as Social Equity or Economic Empowerment program members or eligible candidates, measured relative to the above stated target hiring goals of this Plan;
- 2) Review, in aggregate, the number of employees entering the Mentorship and Career Advancement program, and the timeframe of entry into the program among those hired who meet any of the above stated criteria for equitable hiring practices. This data will be measured against overall rates reported among all employees;
- 3) Review the success of the charitable giving program based on fulfillment of the financial commitment, and both an internal evaluation and a public opportunity to comment on how the company's contributions have created lasting positive impact for the neighborhood, new ideas, and where room for improvement remains; and,
- 4) Offer the community an opportunity to provide constructive feedback on its educational materials and sessions in an effort to continually improve upon and enhance its educational service offerings.

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; (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) it will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

Applicant: 617 Therapeutic Health Care, Inc.

**Attestation - Department of Unemployment Assistance**

I, Tsz Kwong Chung, director of 617 Therapeutic Health Care, 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

February 9 2021  
Date



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

mass.gov/dor

Letter ID: L1724960064  
Notice Date: February 11, 2021  
Case ID: 0-001-098-668



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



617 THERAPEUTIC HEALTH CARE INC 0  
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 CARE 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, 9:00 a.m. to 4:00 p.m..

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Edward W. Coyle, Jr., Chief  
Collections Bureau



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: February 09, 2021

To Whom It May Concern :

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

**617 THERAPEUTIC HEALTH CARE INC.**

is a domestic corporation organized on **September 06, 2018**, under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

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

Secretary of the Commonwealth

Certificate Number: 21020277250

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

Processed by: NMa

BYLAWS  
OF  
617 THERAPEUTIC HEALTH CARE INC.

ARTICLE I

Offices

Section 1.1 Business Office. The principal office of the corporation shall be located either within or outside the Commonwealth of Massachusetts, as the board of directors may designate. The corporation may have such other offices, either within or outside the Commonwealth of Massachusetts, as the board of directors may designate or as the business of the corporation may require from time to time.

Section 1.2 Registered Office. The registered office of the corporation required by the Massachusetts Business Corporation Act shall be located within the Commonwealth of Massachusetts and may but need not be identical with the corporation's principal office if the same is located in Massachusetts; provided, however, that the registered office of the Corporation shall be the business office or residence of the registered agent.

ARTICLE II

Shareholders

Section 2.1 Annual Meeting. The annual meeting of the shareholders shall be held on the first Tuesday in the month of February in each year, at the hour of 10:00 a.m., or at such other time or on such other day as shall be fixed by the board of directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the Commonwealth of Massachusetts, such meeting shall be held on the next succeeding business day.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, the chairman, or the board of directors and shall be called upon written demand of the holders of not less than one-tenth (1/10) of all outstanding votes of the corporation entitled to be cast at the meeting, which demand shall be delivered to the corporation's secretary and shall describe the purpose or purposes for which the meeting is to be held.

Section 2.3 Place of Meeting. The board of directors or any person authorized to call an annual or special meeting may designate any place, either within or outside the



Commonwealth of Massachusetts, as the place of meeting for any annual meeting or for any special meeting of the shareholders, unless all shareholders entitled to vote at a meeting designate, by written consents which may be in the form of waivers of notice or otherwise, a different place either within or outside the Commonwealth of Massachusetts as the place for the holding of such meeting. If no designation is made by either the directors or the unanimous action of the shareholders, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the corporation in Massachusetts.

Section 2.4 Notice of Meeting.

(a) **Required Notice.** Written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute be delivered not fewer than ten (10) nor more than sixty (60) days prior to the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or other persons calling the meeting, to each shareholder of record entitled to receive notice of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

(b) **Adjourned Meeting.** If any shareholder meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, and place if the same is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed (see Section 2.5 of this Article II) then notice must be given pursuant to the requirements of paragraph (a) of this Section 2.4 to those persons who are shareholders as of the new record date.

(c) **Waiver of Notice.** A shareholder may waive notice of the meeting, or any other notice required by the Massachusetts Business Corporation Act, articles of incorporation, or bylaws, by a writing signed by the shareholder entitled to the notice, which writing shall be delivered to the corporation either before or after the date and time stated in the notice for inclusion in the minutes or filing with the corporate records.

A shareholder's attendance at a meeting:

- (1) waives objection to lack of notice or defective notice of the meeting unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting;
- (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

(d) **Contents of Notice.** The notice of each special shareholder meeting shall include a description of the purpose or purposes for which the meeting is called and shall be accompanied by such other materials as are required by the Massachusetts Business Corporation

Act. Except as provided in the Massachusetts Business Corporation Act, the notice of an annual shareholder meeting need not include a description of the purpose or purposes for which the meeting is called.

**Section 2.5 Fixing of Record Date.** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or at any adjournment thereof, or for determining shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may, in advance, fix a date as the record date, which date in any case shall be not more than seventy (70) days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or for the determination of shareholders entitled to receive payment of a dividend, the record date for the determination of such shareholders shall be:

(a) with respect to an annual shareholder meeting or any special shareholder meeting called by the board or any person authorized to call the meeting, the day before the first notice is delivered to shareholders;

(b) with respect to a special shareholder meeting demanded by the shareholders, the date the first shareholder signs the demand; and

(c) with respect to a distribution to shareholders (other than one involving a repurchase or reacquisition of shares), the date the board authorizes the distribution.

**Section 2.6 Shareholder List.** The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete record of the shareholders entitled to vote at each meeting of shareholders or at any adjournment thereof, arranged in alphabetical order, with the address of each shareholder and the number of shares held by each. The list must be arranged by voting group, if applicable, and within each voting group by class or series of shares, if applicable. The shareholder list must be available for inspection by any shareholder beginning two (2) business days after the giving of notice of the meeting for which the list was prepared and continuing through the meeting. The list shall be available at the corporation's principal office or at a place identified in the meeting notice in the city or town where the meeting is to be held. A shareholder or his agent or attorney is entitled upon written demand to inspect and, subject to the requirements of the Massachusetts Business Corporation Act, to copy the shareholder list during regular business hours and at his expense during the period the list is available for inspection.

**Section 2.7 Quorum.** If the articles of incorporation or the Massachusetts Business Corporation Act provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the articles of incorporation, these bylaws, or the Massachusetts Business Corporation Act provide otherwise, a

majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action on that matter.

If the articles of incorporation or the Massachusetts Business Corporation Act provide for voting by two or more voting groups on a matter, action on that matter is taken only when voted upon by each of those voting groups counted separately as provided in MGL Ch. 156D. Action may be taken by one voting group on a matter even though no action is taken by another voting group entitled to vote on that matter.

Once a share is represented for any purpose at a meeting it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for such adjourned meeting.

If a quorum exists, a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, these bylaws, or the Massachusetts Business Corporation Act require a greater number of affirmative votes.

With respect to voting groups, if a quorum exists, a matter (other than the election of directors) is approved by a voting group if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation, these bylaws, or the Massachusetts Business Corporation Act require a greater number of affirmative votes.

Section 2.8 Proxies. At all meetings of shareholders a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 2.9 Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

Section 2.10 Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by an officer, agent, or proxy of such corporation as its bylaws may prescribe or, in the absence of any such provision, as its board of directors may determine.

Shares of the corporation's stock are not entitled to vote if they are owned, directly or indirectly, by another corporation, whether domestic or foreign, and the corporation owns, directly or indirectly, a majority of the shares entitled to vote for directors of such other corporation; provided, however, that the power of a corporation to vote any shares, including its own shares, held by it in a fiduciary capacity shall not be limited by the foregoing restriction.

Redeemable shares of the corporation's stock are not entitled to vote after notice of redemption has been mailed to the stockholders and a sum sufficient to redeem said shares has

been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the redemption price to the holders upon surrender of their shares.

Section 2.11 Corporation's Acceptance of Votes.

(a) If the name signed on a vote, consent, waiver, or proxy corresponds to the name of a shareholder, the corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, or proxy and give it effect as the act of the shareholder.

(b) If the name signed on a vote, consent, waiver, or proxy does not correspond to the name of its shareholder, the corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, or proxy and give it effect as the act of the shareholder if:

- (1) the shareholder is an entity as defined in the Massachusetts Business Corporation Act and the name signed purports to be that of an officer or agent of the entity; or
- (2) the name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy; or
- (3) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver, or proxy; or
- (4) the name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, or proxy; or
- (5) two or more persons are shareholders as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-tenants and the person signing appears to be acting on behalf of all of the co-tenants.

(c) The corporation is entitled to reject a vote, consent, waiver, or proxy if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on such vote, consent, waiver, or proxy, or about the signatory's authority to sign for the shareholder.

(d) The corporation and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy in good faith and in accordance with the standards of this section are not liable for damages to the shareholder for the consequences of acceptance or rejection.

(c) Corporate action based upon the acceptance or rejection of a vote, consent, waiver, or proxy under this section is valid unless a court of competent jurisdiction determines otherwise.

Section 2.12 Informal Action by Shareholders.

(a) **Unanimous Consent.** Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if one or more consents in writing, setting forth the action so taken and signed by all of the shareholders entitled to vote with respect to the subject matter thereof (except as may be provided by the next paragraph) are delivered to the corporation for inclusion in the minutes or filing in the corporate record book. If the action to be taken requires that notice be given to non-voting shareholders, the corporation shall give the non-voting shareholders written notice of the proposed action at least ten (10) days before the action is taken, which notice shall contain or be accompanied by the same material that would have been required to be sent to a non-voting shareholder in a notice of meeting at which the proposed action would have been submitted to the shareholders for action. A consent signed under this section has the same effect as a vote taken at a meeting and may be described as such in any document.

(b) **Less Than Unanimous Consent.** If provided in the articles of incorporation, any action required or permitted to be taken at a shareholder meeting may be taken without a meeting, without prior notice and without a vote, by that number of shareholders having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shares entitled to vote thereon were present and voted. The action must be evidenced by one or more written consents describing the action taken and signed by that number of shareholders required to take such action, indicating the date of the signature of each shareholder and delivered by hand, or by certified or registered mail, return receipt requested, to the corporation for inclusion in the minutes or for filing with the corporate records. No written consent shall be effective to take the corporate action referred to therein unless it is delivered in the manner required by this paragraph to the corporation within sixty (60) days of the earliest dated consent. The date of the corporate action shall be the date of delivery to the corporation as required by this paragraph. The corporation must give the shareholders who did not consent in writing (including holders of non-voting shares, if any) prompt written notice of the action. The notice shall contain or be accompanied by the same material that would have been required to be sent to a non-voting shareholder in a notice of meeting at which the proposed action would have been submitted to the shareholders for action including, when appropriate, the dissenters' notice required by MGL CH. 156D. The dissenters' notice shall be sent no later than ten (10) days after the date on which the corporate action was taken.



## ARTICLE III

### Board of Directors

Section 3.1 General Powers. The business and affairs of the corporation shall be managed under the direction of the board of directors.

Section 3.2 Number, Tenure and Qualifications. The board of directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the board of directors. Directors need not be residents of the Commonwealth of Massachusetts or shareholders of the corporation. This provision of the bylaws shall not be amended or revoked without the unanimous approval of the shareholders.

Section 3.3 Regular Meetings. A regular meeting of the board of directors shall be held without notice other than this bylaw provision immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide by resolution the time and place, either within or outside the Commonwealth of Massachusetts, for the holding of additional regular meetings without notice other than such resolution.

Section 3.4 Special Meetings. Special meetings of the board of directors may be called by or at the request of the president, the chairman, or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without the Commonwealth of Massachusetts, as the place for holding any special meeting of the board of directors called by such person or persons.

Section 3.5 Notice. Effective notice of any special meeting shall be given at least two (2) days prior to the meeting by written notice to each director unless oral notice is reasonable under the circumstances. Such notice may be communicated in person, by telephone, telegraph, teletype, fax, or other form of wire or wireless communication; by mail or by private carrier; or by such other means as are allowed by the Massachusetts Corporation Act. Written notice is effective at the earlier of: receipt, five (5) days after deposit in the U.S. mail, or, if sent by certified mail, on the date shown on the return receipt. Oral notice is effective when communicated. Any director may waive notice of any meeting by signing a written waiver of notice which shall be filed with the corporation's minutes or corporate records. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business thereat and at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and thereafter does not vote for or assent to any action at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 3.6 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 3.7 Quorum. A majority of the number of directors fixed in the manner prescribed by Section 3.2 shall constitute a quorum for the transaction of business at any meeting of the board of directors.

Section 3.8 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 3.9 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 3.10 Vacancies. If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors, the shareholders may fill the vacancy. During such time that the shareholders fail or are unable to fill such vacancy, then and until the shareholders act:

(a) the board of directors may fill the vacancy; or

(b) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

The term of a director elected to fill a vacancy expires at the next shareholder meeting at which directors are elected. If the term expires, however, such director shall continue to serve until his successor is elected and qualified or until there is a decrease in the number of directors.

Section 3.11 Compensation. By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors and may be paid a stated retainer as director or a fixed sum for attending each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.12 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 3.13 Director Committees.

(a) **Creation of Committees.** Unless the articles of incorporation provide otherwise, the board of directors may create one or more committees and appoint members of the board of directors to serve on them. Each committee must have two or more members who shall serve at the pleasure of the board of directors.

(b) **Selection of Members.** The creation of a committee and the appointment of members to it must be approved by the greater of (1) a majority of all the directors in office when the action is taken, or (2) the number of directors required by the articles of incorporation to take such action under MGL Ch. 156D.

(c) **Required Procedures.** Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8 and 3.9 of these bylaws, which govern meetings, action without meetings, notice and waiver of notice and quorum and voting requirements of the board of directors, apply to committees and their members.

(d) **Authority.** To the extent specified by the board of directors or in the articles of incorporation or bylaws, each committee may exercise the authority of the board of directors pursuant to MGL Ch. 156D; provided, however, that a committee may not:

- (1) authorize distributions;
- (2) approve action that the Massachusetts Business Corporation Act requires be approved by shareholders;
- (3) fill vacancies on the board of directors or on any of its committees;
- (4) amend the articles of incorporation pursuant to Section 10.02 of the Massachusetts Business Corporation Act;
- (5) adopt, amend, or repeal bylaws;
- (6) approve a plan of merger not requiring shareholder approval;
- (7) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors; or



- (8) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the board of directors may authorize a committee (or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors.

## ARTICLE IV

### Officers

Section 4.1 Number. The officers of the corporation shall be a president and a secretary, both of whom 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.

Section 4.2 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 4.3 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 4.4 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 4.5 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, deeds, mortgages, bonds, 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 4.6 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 shareholders and, unless the board has elected a chairman, at 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 the issuance of which shall have been authorized by resolution of the board, deeds, mortgages, bonds, 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 4.7 The Vice-Presidents. In the absence of the president or in the event of his death, inability, or refusal to act, the vice-president, if any (or, in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election or, in the absence of any designation, then in the order of their election) shall perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president may sign, with the secretary or with an assistant secretary, certificates for shares of the corporation the issuance of which shall have been authorized by resolution of the board and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 4.8 The Secretary. The secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records of the corporation; (d) keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president or a vice-president certificates for shares of the corporation the issuance of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 4.9 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) sign with the president or a vice president certificates for shares of the corporation the issuance of which shall have been authorized by resolution of the board of directors; and (d) 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 4.10 Assistant Secretaries and Assistant Treasurers. The assistant secretaries or assistant treasurers, when authorized by the board of directors, may sign with the president or a vice-president certificates for shares of the corporation the issuance of which shall have been

authorized by a resolution of the board of directors. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the board of directors.

Section 4.11 Salaries. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

## ARTICLE V

### Certificates for Shares and Their Transfer

Section 5.1 Certificates for Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the board of directors. Such certificates shall be signed by the president or a vice-president, or chairman or vice chairman of the board of directors, and by the secretary or an assistant secretary, or the treasurer or an assistant treasurer, and may be sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar other than the corporation itself or one of its employees. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the board of directors may prescribe.

Section 5.2 Shares Without Certificates. The board may authorize the issuance of some or all of the shares or of any or all of its classes or series without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information that is otherwise required to be included in a share certificate under the Massachusetts Business Corporation Act and a statement of any restrictions upon transfer of the shares, if applicable.

Section 5.3 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and upon surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purpose.

Section 5.4 Restrictions on Transfer of Shares. In the event a shareholder desires to sell, encumber, transfer, or otherwise dispose of all or any portion of the shares of stock owned

by him and receives a bona fide offer therefor, he must first provide the corporation with written notice of such desire. The notice shall contain the name and address of the proposed transferee, the number of shares intended to be transferred and the consideration to be received by the shareholder for such shares. A copy of the offer made to the shareholder by the proposed transferee shall be attached to said notice. The corporation shall have right of first refusal relative to the said stock whereby it shall be entitled to purchase said stock at the price offered to shareholder within ninety (90) days of the date on which the shareholder gives the corporation the aforesaid written notice. In the event the corporation exercises its aforesaid right, the purchase price shall be payable in quarterly installments over five (5) years at ten percent (10%) interest per annum. In the event the corporation fails or refuses to exercise its right of first refusal, the shareholder shall then offer to sell said stock to the remaining stockholders of the corporation upon the same terms and conditions as hereinabove set forth with respect to the corporation. If the remaining shareholders refuse to purchase under the terms hereof all of the shares of stock which are the subject of the original offer made to the selling shareholder, the offeror shareholder shall then be entitled to sell, encumber, or otherwise transfer said stock free of these restrictions; provided, however, that if the aforesaid transaction is not consummated with the original offeror the shares of stock in question will once again become subject to these restrictions.

Section 5.5 S Election Transfer Restriction. Notwithstanding any other transfer restrictions contained in these bylaws or in any agreement by and among the shareholders or by and among the corporation and its shareholders, at any time during which the corporation has an election in effect to be taxed pursuant to Subchapter S of the Internal Revenue Code of 1986, I.R.C. Section 1361, et seq., or any successor provisions of the Internal Revenue Code, no shareholder shall transfer all or part of his shares of stock in the corporation to any person or entity who is not an eligible shareholder of shares of an S corporation stock pursuant to I.R.C. Section 1361, the Treasury Regulations promulgated thereunder, or any successor provisions without first securing the unanimous written consent of the corporation's shareholders. Upon any shareholder's receipt or the extension of any offer to sell, exchange, or transfer shares to an ineligible shareholder subject to this section, the shareholder making or receiving such offer shall notify the corporation's board of directors, who shall then call a special meeting of the shareholders for the purpose of granting unanimous approval of or rejecting the proposed transfer.

## ARTICLE VI

### Dividends

The board of directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and by the corporation's articles of incorporation.

## ARTICLE VII

### Corporate Seal

The board of directors may authorize a corporate seal which shall have inscribed thereon the name of the corporation and the state and year of incorporation.

## 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

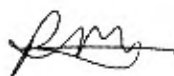
Except as otherwise provided by applicable law, these bylaws may be altered, amended, or repealed and new bylaws may be adopted by the board of directors, subject to repeal or change by action of the shareholders.

## 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.

ADOPTED: Oct. 10, 2018



---

Richard Gin, Secretary





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

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

Special Filing Instructions

## Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001344367

### ARTICLE I

The exact name of the corporation is:

617 THERAPEUTIC HEALTH CARE INC.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

THE INITIAL PURPOSE OF THE CORPORATION IS TO SUBMIT APPLICATIONS WITH ALL APPLICABLE MASSACHUSETTS REGULATORY AGENCIES TO OBTAIN AUTHORIZATION TO ENGAGE IN THE CULTIVATION, TRANSPORTATION AND DISTRIBUTION OF AGRICULTURAL PRODUCTS, TO THE EXTENT PERMITTED, AND IN ACCORDANCE WITH MASSACHUSETTS LAW, AND TO ENGAGE IN ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS CORPORATION IS AUTHORIZED TO ENGAGE. THE CORPORATION WILL NOT ENGAGE IN ANY ACTIVITY REQUIRING THE APPROVAL AND ENDORSEMENT OF THE DEPARTMENT OF PUBLIC HEALTH OR THE CANNABIS CONTROL COMMISSION UNTIL SUCH AUTHORIZATIONS HAVE BEEN RECEIVED.

### ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.



N/A

#### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

N/A

#### ARTICLE VI

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

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT TO THE EXTENT THAT CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS PROHIBITS THE ELIMINATION OR LIMITATION OF LIABILITY OF DIRECTORS FOR BREACHES OF FIDUCIARY DUTY, NO DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR ANY BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOT WITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT. B. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. C. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A STOCKHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. D. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE STOCKHOLDERS. E. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OF ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO, PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF AUTHORIZED SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS.- F. INDEMNIFICATION. THE FOLLOWING INDEMNIFICATION PROVISIONS SHALL APPLY TO THE PERSONS ENUMERATED BELOW. 1. RIGHT TO INDEMNIFICATION OF DIRECTORS AND OFFICERS. THE CORPORATION SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AS IT PRESENTLY EXISTS OR MAY HEREAFTER BE AMENDED, ANY PERSON (AN "INDEMNIFIED PERSON") WHO WAS OR IS MADE OR IS THREATENED TO BE MADE A PARTY OR IS OTHERWISE INVOLVED IN ANY ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE (A "PROCEEDING"), BY REASON OF THE FACT THAT SUCH PERSON, OR A PERSON FOR WHOM SUCH PERSON IS THE LEGAL REPRESENTATIVE, IS OR WAS A DIRECTOR OR OFFICER OF THE CORPORATION OR, WHILE A DIRECTOR OR OFFICER OF THE CORPORATION, IS OR WAS SERVING AT THE REQUEST

ST OF THE CORPORATION AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF ANOTHER CORPORATION OR OF A PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ENTERPRISE OR NONPROFIT ENTITY, INCLUDING SERVICE WITH RESPECT TO EMPLOYEE BENEFIT PLANS, AGAINST ALL LIABILITY AND LOSS SUFFERED AND EXPENSES (INCLUDING ATTORNEYS' FEES) REASONABLY INCURRED BY SUCH INDEMNIFIED PERSON IN SUCH PROCEEDING. NOTWITHSTANDING THE PRECEDING SENTENCE, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3 OF THIS PART F, THE CORPORATION SHALL BE REQUIRED TO INDEMNIFY AN INDEMNIFIED PERSON IN CONNECTION WITH A PROCEEDING (OR PART THEREOF) COMMENCED BY SUCH INDEMNIFIED PERSON ONLY IF THE COMMENCEMENT OF SUCH PROCEEDING (OR PART THEREOF) BY THE INDEMNIFIED PERSON WAS AUTHORIZED IN ADVANCE BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS.

2. PREPAYMENT OF EXPENSES OF DIRECTORS AND OFFICERS. TO THE EXTENT PERMITTED BY LAW, THE CORPORATION SHALL PAY THE EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED BY AN INDEMNIFIED PERSON IN DEFENDING ANY PROCEEDING IN ADVANCE OF ITS FINAL DISPOSITION, PROVIDED, HOWEVER, THAT, TO THE EXTENT REQUIRED BY LAW, SUCH PAYMENT OF EXPENSES IN ADVANCE OF THE FINAL DISPOSITION OF THE PROCEEDING SHALL BE MADE ONLY UPON RECEIPT OF AN UNDERTAKING BY THE INDEMNIFIED PERSON TO REPAY ALL AMOUNTS ADVANCED IF IT SHOULD BE ULTIMATELY DETERMINED THAT THE INDEMNIFIED PERSON IS NOT ENTITLED TO BE INDEMNIFIED UNDER THIS PART F OR OTHERWISE.

3. CLAIMS BY DIRECTORS AND OFFICERS. IF A CLAIM FOR INDEMNIFICATION OR ADVANCEMENT OF EXPENSES UNDER THIS PART F IS NOT PAID IN FULL WITHIN 30 DAYS AFTER A WRITTEN CLAIM THEREFOR BY THE INDEMNIFIED PERSON HAS BEEN RECEIVED BY THE CORPORATION, THE INDEMNIFIED PERSON MAY FILE SUIT TO RECOVER THE UNPAID AMOUNT OF SUCH CLAIM AND, IF SUCCESSFUL IN WHOLE OR IN PART, SHALL BE ENTITLED TO BE PAID THE EXPENSE OF PROSECUTING SUCH CLAIM. IN ANY SUCH ACTION THE CORPORATION SHALL HAVE THE BURDEN OF PROVING THAT THE INDEMNIFIED PERSON IS NOT ENTITLED TO THE REQUESTED INDEMNIFICATION OR ADVANCEMENT OF EXPENSES UNDER APPLICABLE LAW.

4. INDEMNIFICATION OF EMPLOYEES AND AGENTS. THE CORPORATION MAY INDEMNIFY AND ADVANCE EXPENSES TO ANY PERSON WHO WAS OR IS MADE OR IS THREATENED TO BE MADE OR IS OTHERWISE INVOLVED IN ANY PROCEEDING BY REASON OF THE FACT THAT SUCH PERSON, OR A PERSON FOR WHOM SUCH PERSON IS THE LEGAL REPRESENTATIVE, IS OR WAS AN EMPLOYEE OR AGENT OF THE CORPORATION OR, WHILE AN EMPLOYEE OR AGENT OF THE CORPORATION, IS OR WAS SERVING AT THE REQUEST OF THE CORPORATION AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF ANOTHER CORPORATION OR OF A PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ENTERPRISE OR NONPROFIT ENTITY, INCLUDING SERVICE WITH RESPECT TO EMPLOYEE BENEFIT PLANS, AGAINST ALL LIABILITY AND LOSS SUFFERED AND EXPENSES (INCLUDING ATTORNEY'S FEES) REASONABLY INCURRED BY SUCH PERSON IN CONNECTION WITH SUCH PROCEEDING. THE ULTIMATE DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION OF PERSONS WHO ARE NON-DIRECTOR OR OFFICER EMPLOYEES OR AGENTS SHALL BE MADE IN SUCH MANNER AS IS DETERMINED BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS, IN ITS SOLE DISCRETION. NOTWITHSTANDING THE FOREGOING SENTENCE, THE CORPORATION SHALL NOT BE REQUIRED TO INDEMNIFY A PERSON IN CONNECTION WITH A PROCEEDING INITIATED BY SUCH PERSON IF THE PROCEEDING WAS NOT AUTHORIZED IN ADVANCE BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS.

5. ADVANCEMENT OF EXPENSES OF EMPLOYEES AND AGENTS. THE CORPORATION MAY PAY THE EXPENSES (INCLUDING ATTORNEY'S FEES) INCURRED BY AN EMPLOYEE OR AGENT IN DEFENDING ANY PROCEEDING IN ADVANCE OF ITS FINAL DISPOSITION ON SUCH TERMS AND CONDITIONS AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS.

6. NON-EXCLUSIVITY OF RIGHTS. THE RIGHTS CONFERRED ON ANY PERSON BY THIS PART F SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS WHICH SUCH PERSON MAY HAVE OR HEREAFTER ACQUIRE UNDER ANY COMMON LAW, STATUTE, PROVISION OF THESE ARTICLES OF ORGANIZATION

N, BY-LAWS, AGREEMENT, VOTE OF STOCKHOLDERS OR DISINTERESTED DIRECTORS OR OTHERWISE. 7. OTHER INDEMNIFICATION. THE CORPORATION'S OBLIGATION, IF ANY, TO INDEMNIFY ANY PERSON WHO WAS OR IS SERVING AT ITS REQUEST AS A DIRECTOR, OFFICER OR EMPLOYEE OF ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, TRUST, ORGANIZATION OR OTHER ENTERPRISE SHALL BE REDUCED BY ANY AMOUNT SUCH PERSON MAY COLLECT AS INDEMNIFICATION FROM SUCH OTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, TRUST, ORGANIZATION OR OTHER ENTERPRISE. 8. INSURANCE. THE BOARD OF DIRECTORS MAY, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AS IT PRESENTLY EXISTS, OR MAY HEREAFTER BE AMENDED FROM TIME TO TIME, AUTHORIZE THE CORPORATION TO PURCHASE AND MAINTAIN AT THE CORPORATION'S EXPENSE INSURANCE: (A) TO INDEMNIFY THE CORPORATION FOR ANY OBLIGATION WHICH IT INCURS AS A RESULT OF THE INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES UNDER THE PROVISIONS OF THIS PART F; AND (B) TO INDEMNIFY OR INSURE DIRECTORS, OFFICERS AND EMPLOYEES AGAINST LIABILITY IN INSTANCES IN WHICH THEY MAY NOT OTHERWISE BE INDEMNIFIED BY THE CORPORATION UNDER THE PROVISIONS OF THIS PART F.

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

ARTICLE VII

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

**Later Effective Date:**   **Time:**

ARTICLE VIII

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

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name:                                 JOHN F. BRADLEY  
No. and Street:                   PRINCE LOBEL TYE LLP  
   ONE INTERNATIONAL PLACE, SUITE 3700  
City or Town:                   BOSTON                   State: MA                   Zip: 02110                   Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>
PRESIDENT	KWONG CHAN	59 COURTLAND CIRCLE MILTON, MA 02186 USA
TREASURER	RICHARD GIN	60 GIBSON STREET BOSTON, MA 02122 USA
SECRETARY	RICHARD GIN	60 GIBSON STREET BOSTON, MA 02122 USA
DIRECTOR	KWONG CHAN	59 COURTLAND CIRCLE MILTON, MA 02186 USA

DIRECTOR

RICHARD GIN

60 GIBSON STREET  
BOSTON, MA 02122 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**

December

**e. A brief description of the type of business in which the corporation intends to engage:**

CULTIVATE AND DISPENSE ARGRICULTURAL PRODUCTS

**f. The street address (post office boxes are not acceptable) of the principal office of the corporation:**

No. and Street: 168 BEACHAM STREET

City or Town: EVERETT State: MA Zip: 02149 Country: USA

**g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):**

No. and Street: 168 BEACHAM STREET

City or Town: EVERETT State: MA Zip: 02149 Country: USA

**which is**

☒ its principal office ☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary ☐ its registered office

**Signed this 6 Day of September, 2018 at 12:06:21 PM by the incorporator(s).** *(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.)*

KWONG CHAN, PRESIDENT

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:

September 06, 2018 12:05 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*

**617 Therapeutic Health Care, Inc.**  
**Plan for Obtaining Liability Insurance**

617 Therapeutic Health Care 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 CARE, INC

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## 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.

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## Vision

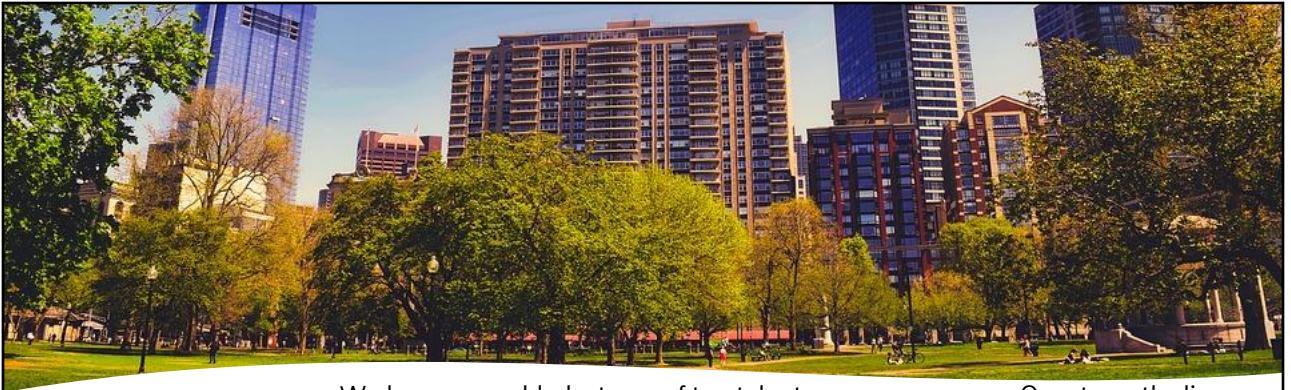


To build an industry-leading enterprise that successfully navigates complex legal structures to establish multiple, compliant entities.

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.

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## Leadership

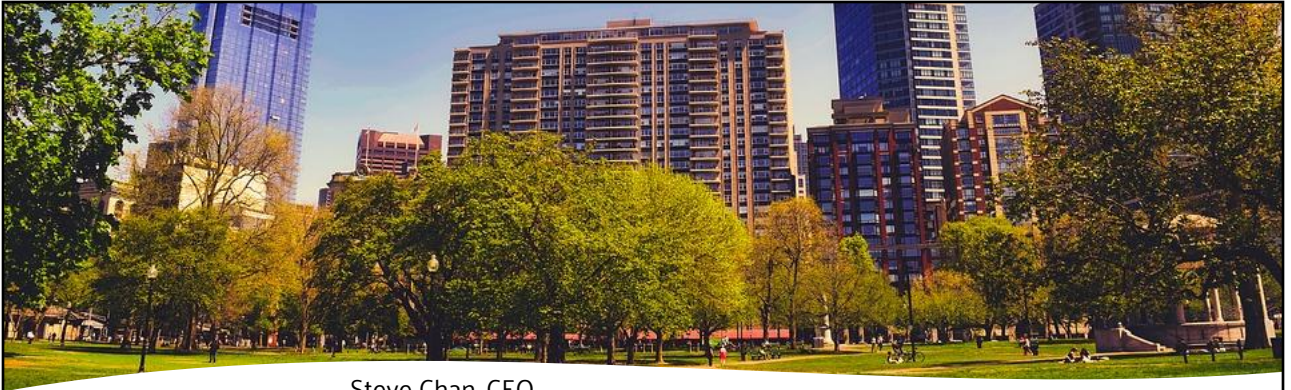


We have assembled a team of top talent among our peers. Our strengths lie among an ethos that finds exceptionalism through inclusiveness, shared-motivation, and self-challenge.

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 Mass native, which gives us an advantage due to an ability to mine a lifetime of friendships, associations, connections, and business relationships.

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## Leadership Team



### 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.

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## Retail Facility 144 Bowdoin St, Dorchester, MA

### Neighborhood / Area:

- High population density
- Bus-stop in front of retail location
- Subway/Light Rail within 3 blocks
- Zoned ½ mile buffer from other retailers
- Active pedestrian shopping district
- Up-and-coming neighborhood
- Underserved community

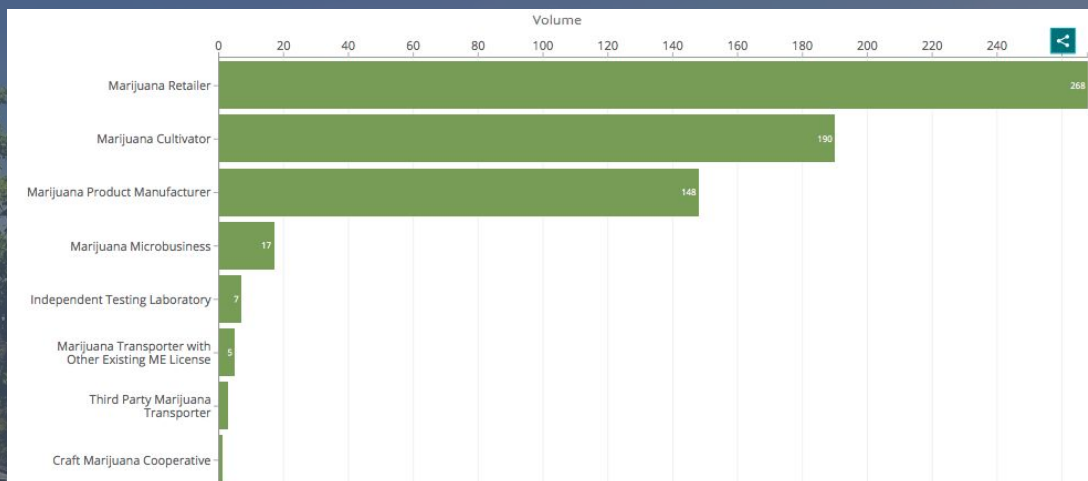
### Building:

- +/- 1000 sq. ft with 4 Points of Sale (POS)
- Smart design for smooth flow
  - Easily secured building
  - Safe/private entry in rear alley
- Future expansion of approx. 1000 sq ft

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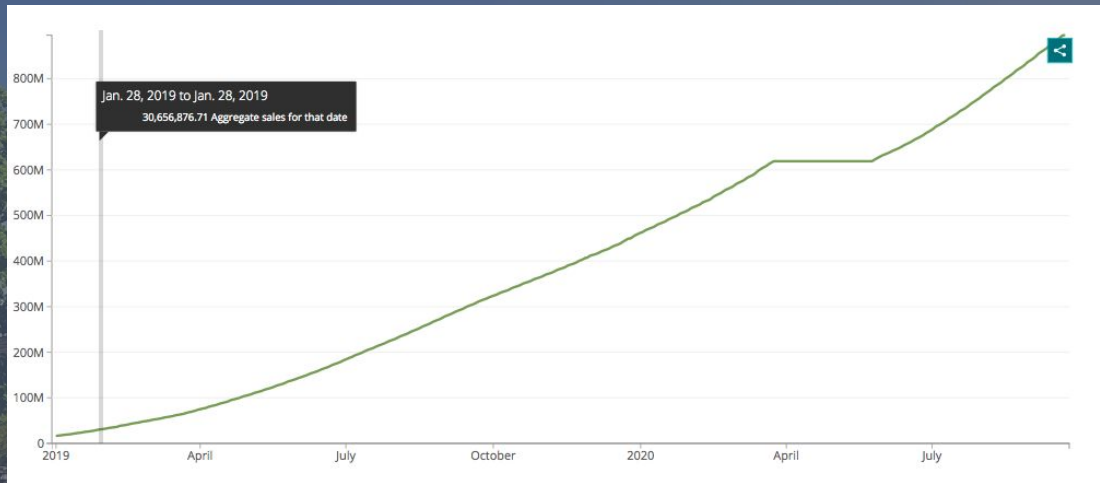
## Competitive Landscape Awarded Licenses



**NOTE: Data current as of October 19, 2020 as published by the Massachusetts Cannabis Control Commission**

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## Sales and Distribution Sales Growth Since 2019



**NOTE: Data current as of October 19, 2020 as published by the Massachusetts Cannabis Control Commission**

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## Application & Permitting Retail Status





## Est. Annual Retail Revenue

Tran per Day/Reg	Total Tran/Day	Hours per Month	Tran per Month	Avg Rev/Tran	Avg Rev/Day	Avg Rev/Month	Avg Gross Rev/Yr
103	411	360	12343	\$150	\$61,714	\$1,851,429	\$22,093,714

lb Flower (Equiv)/Day	lb Flower (Equiv)/Mon	lb Flower (Equiv)/Yr	Inventory Cost/Day	Inventory Cost/Mon	Inventory Cost/Yr	Net Rev/Day	Net Rev/Mon	Net Rev/Yr
12.857	385.714	4602.86	\$38,571	\$1,157,143	\$13,808,571	\$23,143	\$694,286	\$8,285,143

### ASSUMPTIONS

Registers	4
Minutes per Transaction	7 mins
Hours per Day	12

Oz per Transaction	0.5
Price Paid per Oz	\$300
Wholesale Cost	\$3000

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## Est. Retail Operating Expense

EXPENSES	1	2	3	4	5	6	7	8	9	10	11	12	Total
Labor	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$80,000	\$390,000
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
Marketing	\$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
Office expense	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Security monitoring	\$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
Professional services	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000
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	\$13,656
Packaging	\$5,437	\$5,437	\$5,437	\$5,437	\$5,437	\$10,874	\$10,874	\$10,874	\$10,874	\$10,874	\$10,874	\$10,874	\$108,303
Rent or lease	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000
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
Towel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$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
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
<b>TOTAL EXPENSES</b>	<b>\$81,075</b>	<b>\$87,075</b>	<b>\$81,075</b>	<b>\$81,075</b>	<b>\$81,075</b>	<b>\$101,512</b>	<b>\$101,512</b>	<b>\$107,512</b>	<b>\$101,512</b>	<b>\$101,512</b>	<b>\$101,512</b>	<b>\$152,512</b>	<b>\$1,172,959</b>

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**617 Therapeutic Health Care, Inc.**

**Separating recreational from medical operations**

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

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

617 Therapeutic Health Care, 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 Care, Inc.**  
**Quality Control and Testing Procedures**

Testing of Marijuana

617 Therapeutic Health Care, 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 Care, Inc.**

### **Qualifications and training**

#### General Qualifications:

Qualifications for open positions for Marijuana Establishment Agents with 617 Therapeutic Health Care, Inc., (the Company), are job/role dependent. Industry experience can advance an entry point for a potential hire; however, based on the Company's goal of creating an in-house Mentoring and Career Advancement program for all employees, lack of experience does not necessarily disqualify an individual from employment opportunities.

#### Marijuana Establishment Agent Training:

Pursuant to 935 CMR 500.105(2), The Company 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:

The Company will have an in-house quality assurance program with experienced team members teaching skills and workflows to new hires.

- Performance evaluation is ongoing, checking quality metrics of employees on a regular basis, with at a minimum semi-annual performance reviews scheduled for each employee.
- 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 will be assigned an advisor with experience in the respective job function upon hire 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 to various roles, 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 the Company 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 products into the seed-to-sale SOR must receive training pursuant to 935 CMR 500.105(2)(a).

**617 Therapeutic Health Care, Inc.**  
**Energy Compliance Plan**

617 Therapeutic Health Care, Inc., (the Company), shall develop and maintain policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts in compliance with 935 CMR 500.105(15), including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The Company will adhere to energy compliance requirements and aim to achieve recommended best practices for improved energy efficiency in its operations as a Marijuana Retailer, and as mandated by local, state, and federal regulatory authorities.

## **617 Therapeutic Health Care, Inc.**

### **Personnel policies including background checks**

617 Therapeutic Health Care, Inc. (the Company) 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 Company's 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
- A plan describing How Confidential Information will be Maintained
- Work Site Policies
- Standard Office Procedures
- Workplace Safety Policies as established by OSHA

#### **EMPLOYMENT POLICIES**

- A Staffing Plan and Records in compliance with 935 CMR 500.105(9)
- 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, Smoke, and Drug-free Workplace Policy
- Personal Conduct Policies
- Phone/Internet/Email Use
- Work Schedules and Breaks
- Holidays
- Days off/Sick Time
- Jury Duty
- Bereavement
- Disciplinary Procedures, including a Policy for Immediate Dismissal of any agent who has Diverted Marijuana, Engaged in Unsafe Practices, or been Convicted of or entered a Guilty Plea for a Felony Charge of Distribution of a Drug to a Minor per 935 CMR 500.105(1).

## 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 Care, Inc.**  
**Record Keeping procedures**

All records that are required of 617 Therapeutic Health Care, Inc (the Company) 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 dispensing 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).
- Business records will be maintained in accordance with generally accepted accounting principles per 935 CMR 500.105(9).
- Waste disposal records, which will be kept for at least three years as required under 935 CMR 500.105(12).

The following personnel records will be maintained:

- Job descriptions for each agent;
- A personnel record for each agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and,
- All background check reports obtained in accordance with 935 CMR 500.030, per 935 CMR 500.105(9).

The following business record will be maintained:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and,
- Salary and wages paid to each employee, per 935 CMR 500.105(9).

The Company 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 Care, Inc.**  
**Maintenance of financial records**

617 Therapeutic Health Care, Inc. (the Company) 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.

Furthermore, The Company vows not utilize software or other methods to manipulate or alter sales data, per 935 CMR 500.140(6). We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data, and will maintain records that we have performed the monthly analysis.

If we do determine that software or other methods have been installed or utilized to manipulate or alter sales data, we will immediately disclose the information to the Commission, cooperate in any investigation, and take such other action as directed by the Commission, in accordance with 935 CMR 500.140.

The Company will also:

- Comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements, pursuant to 935 CMR 500.140(6).
- Adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales.

As the company has no existing nor current plans to pursue an RMD license to be co-located with its Adult-use Retail Marijuana Establishment, the provision to maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) does not apply. If in the future we do pursue co-location of medical and adult-use the Company will comply with the relevant rules pursuant to 935 CMR 500.140(6).

The Company 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 Care, Inc.**

### **Diversity Plan**

617 Therapeutic Health Care, Inc. (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse workplace and workplace culture 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 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 1 availability statistics for the Total Civilian Labor Force in Suffolk County are as follows: Women 49.6% and Minorities 46.7%.**<sup>1</sup> The Company shall aim to meet or exceed the following hiring goals for our workforce:

- 49.6% women;
- 46.7% minorities;
- 10% veterans;
- 10% persons with disabilities;
- and, 10% persons who identify as LGBTQ+

(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 and record progress towards meeting its hiring goals **quarterly**. A report will be prepared and shall be provided to the Commission upon request and for the Company's annual license renewal application.

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

- The Company shall require that all (100%) 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:

- 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:

- Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- Number of jobs created since initial licensure;
- Number of job postings in publications with supporting documentation; and
- 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**”.