



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282668
Original Issued Date: 08/20/2020
Issued Date: 08/20/2020
Expiration Date: 08/20/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Harmony of MA, Inc.

Phone Number: 617-888-3880 Email Address: dinesh@harmonyma.com

Business Address 1: 40 Nouvelle Way Business Address 2: Unit N947
Business City: Natick Business State: MA Business Zip Code: 01760
Mailing Address 1: 40 Nouvelle Way Mailing Address 2: Unit N947
Mailing City: Natick Mailing State: MA Mailing Zip Code: 01760

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: 70
Role: Other (specify) Other Role: President, Treasurer, Secretary, Director
First Name: Dinesh Last Name: Wadhwani 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: 30

Role: Other (specify)

Other Role: Chief Operating Officer

First Name: Robert

Last Name: Fuller

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership: 100

Entity Legal Name: Hanu Enterprises, LLC

Entity DBA:

DBA City:

Entity Description: Delaware limited liability company.

Foreign Subsidiary Narrative:

Entity Phone: 617-888-3880

Entity Email: dinesh@harmonyma.com

Entity Website:

Entity Address 1: 40 Nouvelle Way

Entity Address 2: Unit N947

Entity City: Natick

Entity State: MA

Entity Zip Code: 01760

Entity Mailing Address 1: 40 Nouvelle Way

Entity Mailing Address 2: Unit N947

Entity Mailing City: Natick

Entity Mailing State: MA

Entity Mailing Zip Code: 01760

Relationship Description: Hanu Enterprises, LLC owns 100% of Harmony of MA, Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Dinesh

Last Name: Wadhvani

Suffix:

Types of Capital: Debt

Other Type of Capital:

Total Value of the Capital Provided: \$1000000

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 111 & 113 Shrewsbury Street

Establishment Address 2:

Establishment City: West Boylston

Establishment Zip Code: 01583

Approximate square footage of the establishment: 4500

How many abutters does this property have?:

Date generated: 04/28/2021

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Harmony of MA - HCA Certification Form EXECUTED.pdf	pdf	5cc9b1b4b10c2044c5598bb2	05/01/2019
Community Outreach Meeting Documentation	Harmony of MA - Community Outreach Attestation Form with Attachments.pdf	pdf	5ccb376ae2695d45078d868f	05/02/2019
Plan to Remain Compliant with Local Zoning	Harmony of MA, Inc. - Plan to Remain Compliant with Local Zoning.pdf	pdf	5ccb3836cee9f84c34366c38	05/02/2019

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	Harmony of MA Inc_Friendly House Worcester (Letter).pdf	pdf	5dd2ae229c1081532b9a598e	11/18/2019
Plan for Positive Impact	Harmony of MA - ADI Plan_UPDATED for 11.6.19 RFI.pdf	pdf	5dd2ae23fd468857b99bc802	11/18/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) Other Role: President, Treasurer, Secretary and Director

First Name: Dinesh Last Name: Wadhwani Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Other (specify) Other Role: Chief Operating Officer

First Name: Robert Last Name: Fuller 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: Hanu Enterprises, LLC Entity DBA:

Entity Description: Delaware limited liability company.

Phone: 617-888-3880

Email: dinesh@harmonyma.com

Primary Business Address 1: 40 Nouvelle Way

Primary Business Address 2: Unit N947

Primary Business City: Natick

Primary Business State: MA **Principal Business Zip Code:** 01760

Additional Information: Hanu Enterprises, LLC owns 100% of Harmony of MA, Inc.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Harmony of MA - Articles of Domestication.pdf	pdf	5cc9b7dedf25934c58f86b2d	05/01/2019
Department of Revenue - Certificate of Good standing	Harmony of MA - Certificate of Good Standing (DoR).pdf	pdf	5cc9b7e1b10c2044c5598bcc	05/01/2019
Bylaws	Harmony of MA - Bylaws.pdf	pdf	5cc9b7e251be434c62d2ba51	05/01/2019
Secretary of Commonwealth - Certificate of Good Standing	Harmony of MA, Inc. - Cert. of Good Standing (MA SoC).pdf	pdf	5cc9b7e5f25dae4c6c3f316f	05/01/2019

No documents uploaded

Massachusetts Business Identification Number: 001380864

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Harmony of MA, Inc. - Plan for Obtaining Liability Insurance.pdf	pdf	5cd031fbbd6ce20a6dfe55c	05/06/2019
Business Plan	Harmony of MA - Business Plan.pdf	pdf	5cd2495e0644270f9d87f839	05/07/2019
Proposed Timeline	Harmony of MA - Proposed Timeline_UPDATED for 11.6.19 RFI.pdf	pdf	5dd2ae4a0f35e05798b37652	11/18/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Harmony of MA, Inc. - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5cd03216613c400fa874ff6c	05/06/2019
Separating recreational from medical operations, if applicable	Harmony of MA, Inc. - Plan for Separating Recreational from Medical Operations.pdf	pdf	5cd0350a9852730f7c7db277	05/06/2019
Restricting Access to age 21 and older	Harmony of MA, Inc. - Plan for Restricting Access to Age 21 and Older.pdf	pdf	5cd03515fd3d140a83f3aa68	05/06/2019
Security plan	Harmony of MA, Inc. - Security Plan.pdf	pdf	5cd233d00644270f9d87f804	05/07/2019

Prevention of diversion	Harmony of MA, Inc. - Plan for Prevention of Diversion.pdf	pdf	5cd233e16375710a5b57f169	05/07/2019
Storage of marijuana	Harmony of MA, Inc. - Storage of Marijuana.pdf	pdf	5cd233ee1e17b90a620c8236	05/07/2019
Transportation of marijuana	Harmony of MA, Inc. - Transportation of Marijuana.pdf	pdf	5cd233ef75ac520a78149883	05/07/2019
Inventory procedures	Harmony of MA, Inc. - Inventory Procedures.pdf	pdf	5cd233fa9852730f7c7db7b1	05/07/2019
Quality control and testing	Harmony of MA, Inc. - Quality Control and Testing.pdf	pdf	5cd23404ecfaea0f8793db09	05/07/2019
Record Keeping procedures	Harmony of MA, Inc. - Recordkeeping Procedures.pdf	pdf	5cd23421a943080f66d73a6c	05/07/2019
Maintaining of financial records	Harmony of MA, Inc. - Maintaining of Financial Records.pdf	pdf	5cd2342a4265c30f716ea023	05/07/2019
Qualifications and training	Harmony of MA, Inc. - Qualifications and Training.pdf	pdf	5cd2343bfd3d140a83f3afb3	05/07/2019
Personnel policies including background checks	Harmony of MA - Personnel Policies Including Background Checks_UPDATED for 11.6.19 RFI.pdf	pdf	5dd2ae76ea4df3530e644ca1	11/18/2019
Diversity plan	Harmony of MA - Diversity Plan_UPDATED for 11.6.19 RFI.pdf	pdf	5dd2ae770f35e05798b37656	11/18/2019
Dispensing procedures	Harmony of MA - Dispensing Procedures_UPDATED for 11.6.19 RFI.pdf	pdf	5dd2ae78160e3b57a3dd2919	11/18/2019

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 Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Date generated: 04/28/2021

Page: 5 of 6

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

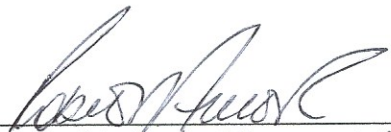
Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

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

Applicant

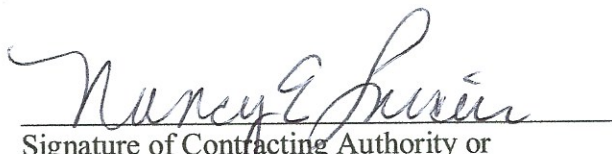
I, Robert J Fuller, (*insert name*) certify as an authorized representative of Harmony of MA, Inc (*insert name of applicant*) that the applicant has executed a host community agreement with Town of West Boylston (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on January 23rd 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Nancy E. Lucier, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of West Boylston (*insert name of host community*) to certify that the applicant and Town of West Boylston (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 23rd, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Dinesh Wadhvani, (*insert name*) attest as an authorized representative of Harmony of MA, Inc (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 3, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on December 18, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on December 14, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on December 18, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

LEGAL NOTICES

ADVERTISEMENT

The Webster Housing Authority, the Awarding Authority, invites sealed proposals from Contractors for security equipment, systems, installation and support at its Elderly 667-1 Development in Webster, MA. Specifications and wage rates are available from Paula Mayville, Executive Director via 508-943-1634 or paula.wha@necommall.com. Proposals will be received until 12 noon, Friday, January 4, 2019. Estimated cost is \$24,000. Time of completion is 30 days from date of award. The job site will be available for inspection by appointment only via the same contact information above.

December 18, 2018

PUBLIC HEARING NOTICE

In accordance with the provisions of MGL Ch. 40A, §11, the Southbridge Planning Board will hold a public hearing on Wednesday, January 2, 2019 at 7:00 PM, in GAR Hall in the lower level of the Town Hall, 41 Elm Street, Southbridge, MA. The purpose of the public hearing is to act on a special permit application, under Sections 7.2 and 8.5 of the Southbridge Zoning Bylaw, as filed by Clean Energy Collective, LLC, for a proposed 3.0-Megawatt AC ground mounted photovoltaic solar array, on property located on Clemence Hill Road, Assessors' Map 17, Lot 1. (Estate of Diane I. Lowden, Owner)

The application and plan are on file for review during normal business hours with the Town Clerk and in the Economic Development and Planning Department during normal business hours. This notice is also published electronically on www.telegram.com and on www.mypublicnotices.com.

Any person interested or wishing to be heard on the application should appear at the time and place designated.

David V. Payeur
Chairman, Southbridge Planning Board
December 18, 25, 2018

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given by Harmony of MA, Inc. that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 3, 2019 at 6:30 pm at The Manor Ballroom, 42 West Boylston Street, West Boylston, MA 01583. The proposed recreational adult use dispensary is anticipated to be located at 111 Shrewsbury Street, West Boylston, MA 01583. There will be an opportunity for the public to ask questions.

End of notice.

(SEAL) COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

18 SM 006783

ORDER OF NOTICE

TO:
Beverly J. Heath

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901 et seq.:

Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust

claiming to have an interest in a Mortgage covering real property in Worcester, numbered 108 Burncoat Street, given by Beverly J. Heath to Financial Freedom Senior Funding Corporation, dated September 26, 2007, and recorded in Worcester County (Worcester District) Registry of Deeds in Book 41887, Page 246, and now held by Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's / Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at **Three Pemberton Square, Boston, MA 02108** on or before **January 14, 2019** or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, JUDITH C. CUTLER Chief Justice of this Court on November 27, 2018

Attest:

Deborah J. Patterson
Recorder
December 18, 2018

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court

Docket No. W01802574DR

Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608

DIVORCE SUMMONS BY PUBLICATION
AND MAILING

Cleofe Alex Ortiz
vs.
Rebecca A Ortiz

To the Defendant:

The Plaintiff has filed a Complaint for Divorce requesting that the Court grant a divorce for Irretrievable breakdown. The Complaint is on file at the Court.

An Automatic Restraining Order has been entered in this matter preventing you from taking any action which would negatively impact the current financial status of either party. **SEE Supplemental Probate Court Rule 411.**

You are hereby summoned and required to serve upon **Cleofe Alex Ortiz, 86 Austin Street, Worcester, MA 01609** your answer, if any, on or before **03/05/2019** if you fail to do so, the court will proceed to the hearing and adjudication of this action. You are also required to file a copy of your answer, if any, in the office of the Register of this Court.

WITNESS, Hon. Leilah A. Keamy, First Justice of this Court.

Date: December 12, 2018
Stephanie K. Fattman, Register of Probate Court
December 18, 2018

MARKETPLACE

Place an ad at
www.anytimeads.com

• Services from \$50.00
• Merchandise from \$9.97

Call 508.793.9393 Fax 508.793.9308
email: classifieds@telegram.com

DOGS

A Female Pomeranian got missing on Wednesday between 10:30am and 11:00am around Dix street, Wachusett street, and the Highland street area in Worcester, Ma. if you find her please contact 774-578-2470 or 774 386-1170. Please, she is very important to us.

AKC. BEAGLE PUPS. Shots and Wormed Great Christmas Gift for the family Call 774-230-7700 or Text.
4 Males and 1 Female, 1,000 Males, 1,200 Female.

MALTI POO PUPPY

1/2 Maltese 1/2 Poodle Female
\$650. Call 860-779-3253

PEKAPOO PUPPY

3/4 Poodle, 1/4 Pekinese.
Shots & wormed, Male \$550. Call 860-779-3253

Puggle Puppies ready to go home Jan 8, 2019.

Born November 13, 2018. Deposits of 50% being taken now. Located in Tatnuck area of Worcester. 3 boys, 1 girl available. \$700 ea. Father: Full bred fawn pug. Mother: Pug/beagle mix. Beautiful temperament.(508) 864-7210

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HELLEN
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LEGAL NOTICES

CITY OF WORCESTER
COMMUNITY DEVELOPMENT BLOCK GRANT
FY2020 - PROGRAM YEAR 45

REQUEST FOR PROPOSALS AVAILABLE - January 2, 2019
FUNDING OVERVIEW AND TECHNICAL ASSISTANCE WORKSHOP - January 9, 2019
PUBLIC HEARING ON COMMUNITY NEEDS - January 17, 2019

The City of Worcester Community Development Block Grant Program will be accepting proposals for an anticipated allocation of approximately Three Million, Nine Hundred Thousand Dollars (\$3,900,000) for FY 2020 / CDBG Program Year 45 (July 1, 2019 - June 30, 2020). The City will accept Request for Proposals (RFPs) for the following U. S. Department of Housing and Urban Development (HUD) programs:

"Community Development Block Grant Program (CDBG)
"Emergency Solutions Grant Program (ESG)
"Housing Opportunities for Persons with AIDS Program (HOPWA)

On January 2, 2019, the RFP documents will be available online through the City of Worcester's website at the following address: <http://www.worcesterma.gov/housing-neighborhood-development/community-development-block-grants/policies-procedures>. Hardcopies of RFPs will also be available at the City of Worcester, Executive Office of Economic Development, City Hall, 455 Main Street, 4th Floor, Room 402, Worcester, MA. The completed RFPs are due to the Executive Office of Economic Development by no later than 4:30 p.m. on Monday, February 4, 2019.

The Executive Office of Economic Development will hold a Funding Overview and Technical Assistance Workshop on Wednesday, January 9, 2019 at 2:00 p.m. in the City of Worcester Levi Lincoln Chamber, City Hall Room 309, 455 Main Street, Worcester, MA. Applicants with questions or requiring assistance should attend this meeting.

The Executive Office of Economic Development will hold a public hearing on community needs on Thursday, January 17, 2019 at 5:30 p.m. at Worcester City Hall, Levi Lincoln Chamber, Room 309, 455 Main Street, Worcester, MA to give persons an opportunity to provide comments and discuss City of Worcester community needs. Those who have questions regarding this hearing can contact Gregory J. Baker, Director, Neighborhood Development Division, 455 Main Street, 4th Floor, Worcester, MA 01608, telephone: (508) 799-1400 x31422 or e-mail: bakerg@worcesterma.gov.

The City of Worcester does not discriminate on the basis of disability. The City of Worcester will provide auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures to persons with disabilities on advance request. Contact Gregory J. Baker, Director of Neighborhood Development at 508-799-1400 x31422 or the ADA Coordinator at disabilities@worcesterma.gov with any questions.

MUNICIPALIDAD DE WORCESTER
PROGRAMA DE CONCESIONES PARA EL DESARROLLO DE LA COMUNIDAD
AÑO FISCAL 2020 - PROGRAMA ANUAL 45

SOLICITUD DE PROPUESTAS DISPONIBLES - 2 de Enero, 2019
TALLER DE FINANCIAMIENTO Y ASISTENCIA TÉCNICA - 9 de Enero, 2019
AUDIENCIA PÚBLICA DE NECESIDADES COMUNITARIAS - 17 de Enero, 2019

El Programa de concesiones para el desarrollo de la comunidad (CDBG) de la Municipalidad de Worcester ya está aceptando propuestas para la asignación anticipada de tres millones novecientos mil dólares (\$3,900,000) del año fiscal 2020 Programa CDBG, Año 45 (1 de Julio, 2019 - 30 de Junio, 2020). Se aceptara propuestas para los siguientes programas del Departamento de Vivienda y Desarrollo Urbano (HUD) de EEUU:

"Programa de concesiones para el desarrollo de la comunidad (CDBG)
"Programa de concesiones para soluciones de emergencia (ESG)
"Programa de oportunidades de vivienda para personas con SIDA (HOPWA)

Las solicitudes de propuestas para los fondos federales mencionados estarán disponibles en el website de la Ciudad de Worcester el miércoles 2 de Enero, 2019 <http://www.worcesterma.gov/housing-neighborhood-development/community-development-block-grants/policies-procedures>. Copias impresas podrán ser obtenidas en la Municipalidad de Worcester, Oficina Ejecutiva de Desarrollo Económico, 455 Main Street, 4 piso, Salón 402, Worcester, MA. Las solicitudes RFP completadas deberán ser sometidas en la Oficina Ejecutiva de Desarrollo Económico a partir de las 4:30 PM el lunes 4 de Febrero, 2019.

La Oficina Ejecutiva de Desarrollo Económico ofrecerá un taller de financiamiento y asistencia técnica el día miércoles 9 de Enero, 2019 a las 2:00 PM en la Municipalidad de Worcester, salón Levi Lincoln, 3 piso, 455 Main Street, Worcester, MA. Candidatos con preguntas o que requieran asistencia técnica deberán asistir a dicha reunión.

La Oficina Ejecutiva de Desarrollo Económico ofrecerá una audiencia pública el día jueves 17 de Enero, 2019, 5:30 PM en la Municipalidad de Worcester, Salón 309, 455 Main Street, Worcester, MA donde se ofrecerá una oportunidad para hacer comentarios y discutir las necesidades de la comunidad de Worcester. Personas con preguntas concernientes a esta audiencia pueden contactar Gregory J. Baker, Director de la División de Desarrollo de Vecindarios, 455 Main Street, 4 piso, Worcester, MA 01608, teléfono: (508) 799-1400 x 31422 o contactar al director de ADA disabilities@worcesterma.gov con cualquier pregunta.

December 18, 2018

NOTICE OF TIER CLASSIFICATION
44 Mendon Street, MASSACHUSETTS
RTN 2-20501

A release of oil and/or hazardous materials (#2 fuel oil) has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. The site has been classified as Tier I pursuant to 310 CMR 40.0500. On December 11, 2018, the owner of Uxbridge (property owner) filed a Tier I Classification Submittal with the Massachusetts Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Gregory J. Morand, Omni Environmental Group, LLC, 6 Lancaster County Road, Harvard, MA 01451, 978-256-6766. The Tier Classification Submittal and the disposal site file can be viewed at MassDEP website using Release Tracking Number (RTN) 2-20501 at <http://public.dep.state.ma.us/SearchableSites2/Se arch.aspx> or at MassDEP Central Regional Office located at 9 New Bond Street, Worcester, MA 01606. Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.

Concepts Sudoku

By Dave Green

			7	3				
	1	4			3	8		
	9		1	6		4		
9		5			1		4	
6	2				7		9	
4		6	9			5		
	6	7			4	9		
			4	5				

Difficulty Level ★★

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12/18

Answers for Sudoku & KenKen appear on B5

BRIDGE

There is no denying that if you want to do well at pairs, there are two essential ingredients: You need to be both skillful and lucky. This deal is from the Women's Pairs in Sanremo, Italy, almost a decade ago at the European Open Championships.

As a passed hand, South, Nevena Senior, playing with Sandra Penfold, was no doubt pleased and surprised to find herself declarer in three diamonds. It was then up to her to make it.

West led the heart king and continued the suit, allowing the defenders to cash out three heart tricks. Next came a shift by East to the spade 10. What was declarer to make of the hand now?

NOTICE OF TIER CLASSIFICATION
44 Mendon Street, MASSACHUSETTS
RTN 2-20501

A release of oil and/or hazardous materials (#2 fuel oil) has occurred at this location, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. The site has been classified as Tier I pursuant to 310 CMR 40.0500. On December 11, 2018, the owner of Uxbridge (property owner) filed a Tier I Classification Submittal with the Massachusetts Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Gregory J. Morand, Omni Environmental Group, LLC, 6 Lancaster County Road, Harvard, MA 01451, 978-256-6766. The Tier Classification Submittal and the disposal site file can be viewed at MassDEP website using Release Tracking Number (RTN) 2-20501 at <http://public.dep.state.ma.us/SearchableSites2/Se arch.aspx> or at MassDEP Central Regional Office located at 9 New Bond Street, Worcester, MA 01606. Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.

GENERAL

DEAR ANNIE

A solution for a lack of gratitude

By Annie Lane

Dear Annie: Over the years, my son, his wife and our granddaughter have been the recipients of many gifts from my wife and me. Unfortunately, other than the holidays when we are in the same room with them as they receive gifts, we never receive any recognition that they have received the items or any thank-yous for the gifts.

These gifts are given because we are thinking of them. It is frustrating and so disappointing to us and lessens our desire to keep giving. I believe I should express these feelings with my son. My conclusion

is that in raising my son, I must have neglected to properly convey proper etiquette and respectful actions to him. My wife believes we should just not say anything. How do we proceed? — *Sad in Wisconsin*

Dear Sad: It's wrong not to send a thank-you for a gift, plain and simple. If your son had written to me, that's what I'd tell him. But because it's you who's written to me, I'll outline your three apparent options: 1) Keep sending gifts, and make peace with the lack of thank-yous. 2) Continue sending gifts and resenting the lack of thank-yous. 3) Stop sending gifts.

It sounds as if the first option isn't going to work

SUDOKU

Concepts Sudoku

By Dave Green

			7	3				
	1	4			3	8		
	9		1	6		4		
9		5			1		4	
6	2				7		9	
4		6	9			5		
	6	7			4	9		
			4	5				

Difficulty Level ★★

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12/18

Sudoku is a number-placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once. The difficulty level of the puzzle increases from Monday to Sunday.

Answers for Sudoku & KenKen appear on B5

BRIDGE

Senior assumed that West probably had the spade queen, so she let East's spade run around to dummy's king, then she drew trumps in two rounds, West discarding a club on the second round.

From the fact that West had passed initially, plus the spot cards played so far, Senior thought it likely that East had begun with a 5-2-1-5 shape. And East surely held the club ace, so leading to the club king was a non-starter. Instead, she cashed the spade ace, denuding East of that suit, then played a club to the 10. East could win the trick, but was endplayed. If she led a club, declarer would pitch her spade loser on the club king; if she played a

HOROSCOPES

Happy Birthday:

Preparation will be mandatory if you want to make domestic changes this year. Don't fear doing so; just do it the right way. There are no shortcuts, so buckle down, go above and beyond and make this a year to remember. Think big, but enforce moderation and practicality. The result will go far beyond your expectations. Your numbers are 9, 15, 21, 27, 32, 36, 42.

ARIES (March 21-April 19): Walk away from controversy and criticism. As long as you are doing your best, you should have no regrets. Change begins within and happens because you believe you need to make some adjustments to fulfill your dreams. Don't make unrealistic purchases.

TAURUS (April 20-May 20): Touch base with old friends or relatives and sort out what you want to do between now and the end of the year. You'll feel much better once you have collaborated and know exactly what everyone around you is doing.

GEMINI (May 21-June 20): Extravagance, indulgent behavior and saying things you may regret should all be considered before you rise and shine. Feeling invincible will get you into trouble. Rethink your day and put an end to

KENKEN

2—		4		24×
3		3—	3+	
2÷				
		6×		

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KenKen is a number puzzle that involves a bit of logic and a bit of simple math.

Rules:

Monday through Wednesday, each row and each column must contain the numbers 1 through 4 without repeating. Thursday through Sunday, each row and column must contain the numbers 1 through 6. The numbers within heavily outlined boxes, called cages, must combine using the given operation (in any order) to produce the target number in the top-left corner. Freebies: Fill in single-box cages with the number in the top-left corner.

NORTH

♠ K 5 2
♥ 7 5 3
♦ K 10 6 2
♣ K 10 4

WEST

♠ Q 9 7 6 4
♥ K 9
♦ Q
♣ J 9 7 6 5

EAST

♠ 10 8
♥ A Q J 6 2
♦ J 4
♣ A Q 8 2

SOUTH

♠ A J 3
♥ 10 8 4
♦ A 9 8 7 5 3
♣ 3

Vulnerable: North-South
Dealer: South

The bidding:
South West North East
Pass Pass Pass 1 ♥
2 ♦ 2 ♣ All pass

Opening Lead: Heart king

Horoscopes

Happy Birthday:

Preparation will be mandatory if you want to make domestic changes this year. Don't fear doing so; just do it the right way. There are no shortcuts, so buckle down, go above and beyond and make this a year to remember. Think big, but enforce moderation and practicality. The result will go far beyond your expectations. Your numbers are 9, 15, 21, 27, 32, 36, 42.

ARIES (March 21-April 19): Walk away from controversy and criticism. As long as you are doing your best, you should have no regrets. Change begins within and happens because you believe you need to make some adjustments to fulfill your dreams. Don't make unrealistic purchases.

TAURUS (April 20-May 20): Touch base with old friends or relatives and sort out what you want to do between now and the end of the year. You'll feel much better once you have collaborated and know exactly what everyone around you is doing.

GEMINI (May 21-June 20): Extravagance, indulgent behavior and saying things you may regret should all be considered before you rise and shine. Feeling invincible will get you into trouble. Rethink your day and put an end to

Horoscopes

temptation and taking extreme measures.

CANCER (June 21-July 22): Offer help to those in need. Volunteering at a soup kitchen or making a donation that will bring someone joy will encourage others to follow suit and do so as well. Be a leader and good things will happen.

LEO (July 23-Aug. 22): You'll be in the mood to make some personal changes and to have some fun. Before you jump into the fast lane, put on the brakes and consider who will be affected by the choices you make. Emotional matters will escalate.

VIRGO (Aug. 23-Sept. 22): Do what's right, not what's easiest to do. How you handle situations will make a difference in the way others view you. You will learn from those you encounter and form a friendship if you put morals, integrity and honesty first.

LIBRA (Sept. 23-Oct. 22): Make special plans with someone you love. A sudden or unexpected change will help you realize what and who is important to you. Speak up and help those who could use a kind word and helping hand.

SCORPIO (Oct. 23-Nov. 21): Updating your image will give you the boost you need moving forward. Love and romance are

Public Notice

What? Community Outreach Meeting
Why? Adult-use Marijuana Establishment in the Town of West Boylston
When? January 3, 2019 at 6:30 PM
Where? The Manor Ballroom, 42 West Boylston Street, West Boylston, MA 01583

Please be informed that Harmony of MA, Inc. will apply for a license to operate an Adult-use Retail Marijuana Establishment. The proposed establishment will be located at 111 Shrewsbury Street, West Boylston, MA 01583 pursuant to M.G.L Title XV, Chapter 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

- The type of Marijuana Establishment to be located at the proposed address
- Information adequate to demonstrate that the location will be maintained securely
- Steps to be taken by the Marijuana Establishment to prevent diversion to minors
- A plan by the Marijuana Establishment to positively impact the community
- Information adequate to demonstrate that the location will not constitute a nuisance as defined by law

There will also be a question and answer session included as part of the meeting. Members of the community are encouraged to participate and learn more about our proposed facility and operations.

A notice of this meeting has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the Town Clerk, the Planning Board, and the local licensing authority for the Town of West Boylston (Board of Selectmen). A notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Sincerely,

Rob Fuller,
COO, Harmony of MA, Inc.

To Whom It May Concern:

Please let this letter serve as confirmation that the Town of West Boylston's Zoning Bd of Appeals was made aware of Harmony of MA, Inc.'s ("Harmony") Community Outreach Meeting at least seven (7) days prior to when the meeting was held on January 3, 2019.

Specifically, the Chairman was aware more than (7) days prior to the meeting that the meeting was to take place on January 3, 2019 at 6:30 p.m. at The Manor Ballroom, 42 West Boylston Street in West Boylston, and that the purpose of the meeting was for Harmony to discuss its plans for a proposed Adult Use Marijuana Establishment in the Town of West Boylston.

Sincerely,

Christopher E Olson

Signature of West Boylston Department Representative
or Authorized Representative

To Whom It May Concern:

Please let this letter serve as confirmation that the Town of West Boylston's Town Administrator was made aware of Harmony of MA, Inc.'s ("Harmony") Community Outreach Meeting at least seven (7) days prior to when the meeting was held on January 3, 2019.

Specifically, the Administrator was aware more than (7) days prior to the meeting that the meeting was to take place on January 3, 2019 at 6:30 p.m. at The Manor Ballroom, 42 West Boylston Street in West Boylston, and that the purpose of the meeting was for Harmony to discuss its plans for a proposed Adult Use Marijuana Establishment in the Town of West Boylston.

Sincerely,



Signature of West Boylston Department Representative
or Authorized Representative

To Whom It May Concern:

Please let this letter serve as confirmation that the Town of West Boylston's Water Dept was made aware of Harmony of MA, Inc.'s ("Harmony") Community Outreach Meeting at least seven (7) days prior to when the meeting was held on January 3, 2019.

Specifically, the Operation Supervisor was aware more than (7) days prior to the meeting that the meeting was to take place on January 3, 2019 at 6:30 p.m. at The Manor Ballroom, 42 West Boylston Street in West Boylston, and that the purpose of the meeting was for Harmony to discuss its plans for a proposed Adult Use Marijuana Establishment in the Town of West Boylston.

Sincerely,

A handwritten signature in black ink, appearing to be "Chris O'Connell", written over a horizontal line.

Signature of West Boylston Department Representative
or Authorized Representative

To Whom It May Concern:

Please let this letter serve as confirmation that the Town of West Boylston's Fire Dept was made aware of Harmony of MA, Inc.'s ("Harmony") Community Outreach Meeting at least seven (7) days prior to when the meeting was held on January 3, 2019.

Specifically, the Fire Chief was aware more than (7) days prior to the meeting that the meeting was to take place on January 3, 2019 at 6:30 p.m. at The Manor Ballroom, 42 West Boylston Street in West Boylston, and that the purpose of the meeting was for Harmony to discuss its plans for a proposed Adult Use Marijuana Establishment in the Town of West Boylston.

Sincerely,

A handwritten signature in blue ink, appearing to be "J. H. [unclear]", written over a horizontal line.

Signature of West Boylston Department Representative
or Authorized Representative

To Whom It May Concern:

Please let this letter serve as confirmation that the Town of West Boylston's Board of Selectmen was made aware of Harmony of MA, Inc.'s ("Harmony") Community Outreach Meeting at least seven (7) days prior to when the meeting was held on January 3, 2019.

Specifically, the Chairman was aware more than (7) days prior to the meeting that the meeting was to take place on January 3, 2019 at 6:30 p.m. at The Manor Ballroom, 42 West Boylston Street in West Boylston, and that the purpose of the meeting was for Harmony to discuss its plans for a proposed Adult Use Marijuana Establishment in the Town of West Boylston.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina A. [unclear]", written over a horizontal line.

Signature of West Boylston Department Representative
or Authorized Representative

To Whom It May Concern:

Please let this letter serve as confirmation that the Town of West Boylston's Police Dept. was made aware of Harmony of MA, Inc.'s ("Harmony") Community Outreach Meeting at least seven (7) days prior to when the meeting was held on January 3, 2019.

Specifically, the Sgt Francis J. Glynn was aware more than (7) days prior to the meeting that the meeting was to take place on January 3, 2019 at 6:30 p.m. at The Manor Ballroom, 42 West Boylston Street in West Boylston, and that the purpose of the meeting was for Harmony to discuss its plans for a proposed Adult Use Marijuana Establishment in the Town of West Boylston.

Sincerely,

A handwritten signature in dark ink, appearing to read "Francis Glynn", written over a horizontal line.

Signature of West Boylston Department Representative
or Authorized Representative



December 14, 2018

Dear Sir/Madam:

Please be advised that as an abutter of 111 Shrewsbury Street, West Boylston, MA 01853 you are being notified that a Community Outreach Meeting for a proposed recreational marijuana dispensary by Harmony of MA, Inc. is scheduled for January 3, 2019 at 6:30 PM at The Manor Ballroom, 42 West Boylston Street, West Boylston, MA 01583. There will be an opportunity for the public to ask questions.

You are not required to attend the public hearing unless there are issues you wish to address. If you have any questions you can call Rob Fuller from Harmony at (704) 883-4750.

Very truly yours,

Rob Fuller

Rob Fuller
COO, Harmony of MA, Inc.

Harmony of MA, Inc.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Harmony of MA, Inc. (“Harmony”) will remain compliant at all times with the local zoning requirements set forth in the Town of West Boylston’s Zoning Bylaws. In accordance with West Boylston’s Zoning Bylaw Section 3.2, Harmony’s proposed Marijuana Retailer is located in the Business Zoning District designated for Marijuana Retailers.

In compliance with West Boylston’s Zoning Bylaw Section 3.13, the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12; licensed day-care center; Family Day Care Home, place of worship; library; park; or playground establishment in operation at the time of application for a Special Permit or Site Plan approval.

As required by West Boylston’s Zoning Bylaw, Harmony will apply for a Special Permit and Site Plan Approval, as applicable, from the West Boylston Planning Board. Harmony will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Harmony will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Harmony’s proposed location.

Harmony has already attended several meetings with various municipal officials and boards to discuss Harmony’s plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with West Boylston. Harmony will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Harmony’s Marijuana Retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Harmony of MA, Inc.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Harmony of MA, Inc. (“Harmony”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Harmony has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact those areas in Worcester designated as areas of disproportionate impact by the Commission, and Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions (the “Target Communities”).

Goals

In order for Harmony to positively impact the Target Communities, Harmony has established the following goals:

1. Give hiring preferences to individuals from the above-mentioned populations, whereby qualified candidates for open job postings will be selected if they self-identify as being from one of the Target Communities.
2. Providing employment opportunities and business assets to individuals being helped through Friendly House, Inc. (“Friendly House”), a non-profit multi-service neighborhood center which provides shelter, emergency help, food, medical care, childcare, senior programs, and counseling to Worcester residents.

Programs

Harmony has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs will include the following:

1. Hiring Individuals from Target Communities
 - a. All job postings at Harmony will be posted on all physical and online job boards at Friendly House at least once a year; and
 - b. Harmony will host two (2) or more job fairs at Friendly House per year. One job fair will take place within one (1) week following Harmony receiving its Provisional Certificate of Registration from the Commission to operate a marijuana establishment, in an effort to hire residents from the Target Communities. Attendants at the job fair will be provided with an intake form that includes questions to determine if the individual is a part of one of the Target Communities.
2. Harmony Support of Friendly House

Harmony of MA, Inc.

- a. Harmony will either provide volunteers for at least twenty (20) hours of community service annually to help with preparing meals and assisting with programs offered by the organization or provide monetary donations in the amount of at least \$5,000.00 annually.

Measurements

Harmony's HR Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Harmony continues to meet its commitments. Such measurable outcomes, in accordance with Harmony's goals and programs described above, include:

- Ensuring that at least 10% of the staff is from the Target Communities by providing regular staffing audits of employees hired, retained, and promoted;
- Documenting all of the online and physical job postings at Friendly House;
- Documenting the promotions for all job fairs held at Friendly House including the intake forms received; and
- Documenting compliance for each employee with the community service requirements, which will be tracked and include the date when the community service was performed.

Beginning upon receipt of Harmony's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Harmony will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The HR Manager will review and evaluate Harmony's measurable outcomes no less than twice a year to ensure that Harmony is meeting its commitments. Harmony is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, Harmony intends to donate to Friendly House and acknowledges that Friendly House has been contacted and will receive the donation described herein.
- Harmony 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.
- Any actions taken, or programs instituted, by Harmony will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

**F
FPC****The Commonwealth of Massachusetts**

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Domestication

FORM MUST BE TYPED

(General Laws Chapter 156D, Section 9.22; 950 CMR 113.24)

- (1) Exact name of corporation in the jurisdiction of organization:

HARMONY OF MA, INC.

- (2) A corporate name that satisfies the requirements of G. L. Chapter 156D, Section 4.01, if the name of the corporation is unavailable for use in the commonwealth, or the corporation desires to change its name:

- (3) Jurisdiction of incorporation: DELAWARE

- (4) Date of incorporation in foreign jurisdiction: 11/13/2018

- (5) The foreign corporation ☒ is / ☐ is not * authorized to conduct business in the commonwealth.

- (6) The domestication of the foreign corporation to a business corporation in the Commonwealth was duly authorized as required by the laws of the jurisdiction in which the corporation was incorporated.

- (7) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon domestication is:

HARMONY OF MA, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:**

The general character of the business of the corporation shall be submitting applications with all applicable Massachusetts regulatory agencies to obtain authorization, and upon approval, to engage in the cultivation, transportation and distribution of cannabis products, and 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 Cannabis Control Commission until such authorizations have been received.

* Check the appropriate box

** Professional corporations governed by G.L. Chapter 156A and must specify the professional activities of the corporation.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
COMMON	1,500			

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

N/A

ARTICLE V

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

N/A

ARTICLE VI

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

SEE ATTACHED

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

*** G.L. Chapter 156D eliminates the concept of par value, however, a corporation may specify par value in Article III. See Section 6.21 and the comments relative thereto.*

HARMONY OF MA, INC.
ARTICLES OF DOMESTICATION
CONTINUATION SHEETS

ARTICLE VI. Other lawful provisions, and if there are no such 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, notwithstanding 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 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, 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.

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760
- b. The name of its initial registered agent at its registered office:
DINESH WADHWANI
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: DINESH WADHWANI - 40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760

Treasurer: DINESH WADHWANI - 40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760

Secretary: DINESH WADHWANI - 40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760

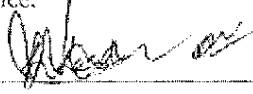
Director(s): DINESH WADHWANI - 40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760
ROBERT FULLER - 40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

- d. The fiscal year end of the corporation:
DECEMBER 31
- e. A brief description of the type of business in which the corporation intends to engage:
APPLY TO CULTIVATE, TRANSPORT AND DISTRIBUTE
- f. The street address of the principal office of the corporation:
40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

40 NOUVELLE WAY, SUITE N947, NATICK, MA 01760, which is
(number, street, city or town, state, zip code)

- ☐ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by:  _____,
(signature of authorized individual)

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

on this 16 day of APRIL, 2019.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HARMONY OF MA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF APRIL, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HARMONY OF MA, INC." WAS INCORPORATED ON THE THIRTEENTH DAY OF NOVEMBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

7147018 8300N

SR# 20193200426

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202712351

Date: 04-25-19

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:

April 25, 2019 05:06 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0614318976
Notice Date: April 16, 2019
Case ID: 0-000-653-289



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DINESH WADHWANI / ROB FULLER
HARMONY OF MA, INC
40 NOUVELLE WAY UNIT N947
NATICK MA 01760-6513

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HARMONY OF MA, INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

BYLAWS
OF
HARMONY OF MA, INC.

Article I
Stockholders

Section 1. Annual Meeting. An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at ten o'clock a.m. or such other time as is determined by the Board of Directors, on such date (other than a Saturday, Sunday or legal holiday) as is determined by the Board of Directors, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Certificate of Incorporation or by these Bylaws, may be specified by the Board of Directors. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held or there may be action by written consent of the stockholders on matters to be voted on at the annual meeting, and such special meeting or written consent shall have for the purposes of these Bylaws or otherwise all the force and effect of an annual meeting.

Section 2. Special Meetings. Subject to the rights of the holders of any class or series of preferred stock of the Corporation, special meetings of stockholders of the Corporation may be called by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Upon written application of one or more stockholders who hold at least twenty per cent (20%) in interest of the capital stock entitled to vote at such meetings, special meetings shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer.

Section 3. Notice of Meetings. Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation). The call for the meeting may be oral or written and shall state the place within or without the State of Delaware, date, hour and purposes of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting.

Section 4. Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting shall constitute a quorum, but if a quorum is not present, a lesser number may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

- a. Participate in a meeting of stockholders; and
- b. Be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication,

provided that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 5. Voting and Proxies. Stockholders shall have one vote for each share of stock entitled to vote owned by them of record according to the books of the Corporation and a proportionate vote for a fractional share, unless otherwise provided by law or by the Certificate of Incorporation. Stockholders may vote either in person or by written proxy dated not more than six months before the meeting named therein. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof, before being voted. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by one of them unless at or prior to exercise of the proxy the Corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. Notwithstanding the foregoing, a proxy coupled with an interest sufficient in law to support an irrevocable power, including, without limitation, an interest in the shares or in the Corporation generally, may be made irrevocable if it so provides, need not specify the meeting to which it relates, and shall be valid and enforceable until the interest terminates, or for such shorter period as may be specified in the proxy.

Section 6. Action at Meeting. Meetings of the stockholders shall be presided over by the Chairman of the Board, or, in his or her absence, such person as the Board of Directors may have designated or, in his or her absence, the chief executive officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy. A record shall be maintained by the Secretary of the Corporation of each meeting of the stockholders. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock voting on such matter, except where a larger vote is required by law, by the Certificate of Incorporation or by these Bylaws. Any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election except where a larger vote is required by law, by the Certificate of Incorporation or these Bylaws. No ballot shall be required for any election unless requested by a stockholder entitled to vote in the election. The Corporation shall not directly or indirectly vote any share of its own stock.

Section 7. Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

Section 8. Action without Meeting. Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (a) signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (b) delivered to the Corporation within sixty (60) days of the earliest dated consent by delivery to its registered office in the State of Delaware (in which case delivery shall be by hand or by certified or registered mail, return receipt requested), its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Consent may be given by electronic transmission to the extent permitted by the Delaware General Corporation Law. Without limiting any method for delivery of consent given under this Section 8 that is permitted by the Delaware General Corporation Law, any consent given by electronic transmission shall be deemed to be delivered to the corporation by its delivery to (i) an officer, or (ii) an authorized agent of the corporation having custody of the book in which proceedings of meetings of stockholders or members are recorded, whether or not such consent is reduced to paper form.

Section 9.. Adjournments. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Article II **Directors**

Section 1. Powers. The business of the Corporation shall be managed by a Board of Directors who may exercise all the powers of the Corporation except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws.

Section 2. Election and Qualification. Except as otherwise specified in the Certificate of Incorporation, the number of directors which shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting or at any special meeting of stockholders. The directors shall be elected at the annual meeting or at any special meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, unless sooner displaced. Directors need not be stockholders. The Board of Directors may be divided into classes of members of the Board of Directors with, or members of the Board of Directors may be designated as having, rights appurtenant to or obligations imposed on, any such class or designation, as may be set forth in the Certificate of Incorporation or by these Bylaws from time to time.

Section 3. Vacancies; Reduction of Board. Subject to the rights of the holders of any class or series of stock of the Corporation to elect or designate directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled by a majority vote of the holders of the class(s) of stock having

the right to elect such Director or by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director. The directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number, subject to any requirements of law or of the certificate of incorporation or of these by laws as to the number of directors required for a quorum or for any vote or other actions.

Section 4. Enlargement of the Board. The Board of Directors may be enlarged by the stockholders at any meeting.

Section 5. Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, Directors shall hold office until the next annual meeting of stockholders provided, however, the Directors shall hold their offices until their successors are chosen and qualified. Any Director may resign by delivering his written resignation to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Removal. A Director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of Directors. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 7 Meetings. Regular meetings of the Board of Directors may be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. Such meetings may be held without notice. An annual meeting, or a special meeting held in lieu thereof, shall be held following the annual meeting of stockholders. Special meetings of the Board of Directors may be called, orally or in writing, by the President, Treasurer or two or more Directors, or by one Director in the event that there is only one Director, designating the time, date and place thereof.

Section 8. Notice of Meetings. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each Director by the Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the Directors calling the meeting. Notice shall be given to each Director in person or by telephone or by electronic means sent to his business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least forty-eight (48) hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting, and the notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

Section 9. Quorum. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

Section 10. Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, a majority of the Directors present may take any action on behalf of the Board of Directors, unless a larger number is required by law, by the Certificate of Incorporation or by these Bylaws.

Section 11. Action by Consent. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action to be taken at any meeting of the Board of Directors may be taken without a meeting if all the members of the Board or of such committee, as the case may be, consent thereto in writing, or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such consents shall be treated for all purposes as a vote at a meeting of the Board of Directors.

Section 12. Committees. The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Certificate of Incorporation, or by these Bylaws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these Bylaws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

Section 13. Remote Participation Conference Meetings. The Directors or members of any committee may participate in a meeting of the Directors or such committee by means of a conference telephone or other electronic communications by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 14. Reliance upon Books, Reports and Records. Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Article III

Officers

Section 1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary, and such other officers, including one or more Vice Presidents, Assistant Treasurers, or Assistant Secretaries, as the Board of Directors may determine.

Section 2. Election. The Chairman of the Board, if any, the President, the Treasurer and the Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

Section 3. Qualification. No officer need be a stockholder or Director. Any two or more offices may be held by any person. Any officer may be required by the Board of Directors to give bond for the faithful performance of his duties in such amount and with such sureties as the Board of Directors may determine. The premiums for such bonds shall be paid by the Corporation.

Section 4. Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, the President, Treasurer and Secretary shall hold office until the first meeting of the Board of Directors following the next annual meeting of stockholders, provided, however, that such officers shall hold their positions until their respective successors are chosen and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified by any agreement or other instrument appointing such officer. Any officer may resign by delivering his written resignation to the Corporation at its principal office or to the President or Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 5. Removal. The Board of Directors may remove any officer with or without cause by a vote of a majority of the entire number of Directors then in office; provided, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors.

Section 6. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

Section 7. President. The President shall be the chief executive officer of the Corporation, and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors he shall preside, when present, at all meetings of stockholders and of the Board of Directors.

Section 8. Vice-President(s). The Vice Presidents, if any, in the order of their election, or in such other order as the Board of Directors may determine, shall have and perform the powers and duties of the President (or such of the powers and duties as the Board of Directors may determine) whenever the President is absent or unable to act. The Vice Presidents, if any, shall also have such other powers and duties as may from time to time be determined by the Board of Directors.

Section 9. Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Board of Directors

may otherwise provide. All property of the Corporation in the custody of the Treasurer shall be subject at all times to the inspection and control of the Board of Directors. Unless otherwise voted by the Board of Directors, each Assistant Treasurer, if any, shall have and perform the powers and duties of the Treasurer whenever the Treasurer is absent or unable to act, and may at any time exercise such of the powers of the Treasurer, and such other powers and duties, as may from time to time be determined by the Board of Directors.

Section 10. Secretary and Assistant Secretaries. The Secretary shall keep a record of the meetings of stockholders and of the Board of Directors. In the absence of the Secretary from any meeting, an Assistant Secretary if one be elected, otherwise a Temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary.

Section 11. Other Powers and Duties. Subject to these Bylaws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these Bylaws, such duties and powers as are customarily incident to his office, and such duties and powers as may be designated from time to time by the Board of Directors.

Article IV **Capital Stock**

Section 1. Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer. Such signatures may be facsimile if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law.

Section 2. Transfers. Subject to any restrictions on transfer, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment and power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

Section 3. Record Holders. Except as may be otherwise required by law, by the Certificate of Incorporation or by these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws. It shall be the duty of each stockholder to notify the Corporation of his post office address.

Section 4. Record Date. The Board of Directors may fix in advance a time of not more than sixty days preceding the date of any meeting of stockholders, or the date for the payment of any dividend or the making of any distribution to stockholders, or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such

meeting, and any adjournment thereof, or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the Corporation after the record date. Without fixing such record date the Board of Directors may for any of such purposes close the transfer books for all or any part of such period. If no record date is fixed and the transfer books are not closed, (a) the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and (b) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

Section 5. Replacement of Certificates. Subject to Section 167 of the Delaware General Corporation Law, as amended from time to time, or any successor thereto, in case of the alleged loss, destruction or mutilation of a certificate of stock, a duplicate certificate may be issued in place thereof, upon such terms as the Board of Directors may prescribe.

Section 6. Issuance of Capital Stock. The Board of Directors shall have the authority to issue or reserve for issue from time to time the whole or any part of the capital stock of the Corporation which may be authorized from time to time, to such persons or organizations, for such consideration, whether cash, property, services or expenses, and on such terms as the Board of Directors may determine, including without limitation the granting of options, warrants, or conversion or other rights to subscribe to said capital stock.

Article V

Indemnification

Section 1. Actions other than by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of

the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 3. Success on the Merits. To the extent that any person described in Section 1 or Section 2 of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4. Specific Authorization. Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders of the Corporation.

Section 5. Advance Payment. Expenses incurred in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article.

Section 6. Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 7. Insurance. The Board of Directors may authorize, by a vote of the majority of the full Board of Directors, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 8. Continuation of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9. Severability. If any word, clause or provision of this Article or any award

made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10. Intent of Article. The intent of this Article is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

Article VI

Interested Directors and Officers

Section 1. Transactions with Interested Parties. No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, nor shall any Director or officer be under any liability to the Corporation on account of any such contract or transaction if:

- (1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved by the vote of the stockholders; or
- (3) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction, and if they are stockholders, their votes may be counted for the purpose of a stockholder vote approving such contract or transaction.

Article VII

Miscellaneous Provisions

Section 1. Fiscal Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the twelve months ending December 31.

Section 2. Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without Director action, may be executed on behalf of the Corporation by the President or the Treasurer.

Section 4. Voting of Securities. Unless otherwise provided by the Board of Directors, the President or Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this Corporation.

Section 5. Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation. Said resident agent shall be either an individual who is a resident of and has a business address in Delaware, a corporation organized under the laws of Delaware, or a corporation organized under the laws of any other state of the United States, which has qualified to do business in, and has an office in, Delaware.

Section 6. Corporate Records. The original or attested copies of the Certificate of Incorporation, Bylaws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Delaware at the principal office of the Corporation, or at an office of its transfer agent, Secretary or resident agent, and shall be open at all reasonable times to the inspection of any stockholder for any proper purpose, but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the Corporation.

Section 7. Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation as amended and in effect from time to time.

Section 8. Time Periods. In applying any provision of these By-Laws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

Section 9. Amendments. The power to make, amend or repeal Bylaws shall be in the stockholders, provided, however, that the Directors may make, amend or repeal the Bylaws in whole or in part, except with respect to any provisions thereof which by law, the Certificate of Incorporation or these Bylaws requires action by the stockholders. Not later than the time of

giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the Bylaws. Any amendment or repeal of these Bylaws by the Directors and any By-law adopted by the Directors may be amended or repealed by the stockholders.

Adopted November 13, 2018



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

William Francis Galvin
Secretary of the
Commonwealth

Date: April 29, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
HARMONY OF MA, INC.

is a domestic corporation organized on **April 25, 2019** , 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.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19040566120

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

Processed by:

Harmony of MA, Inc.

PLAN FOR OBTAINING LIABILITY INSURANCE

Harmony of MA, Inc. (“Harmony”) plans to contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Harmony will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Harmony will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Harmony will keep reports documenting compliance with 935 CMR 500.105(10).

HARMONY OF MA, INC.

Business Plan

May 7, 2019

EXECUTIVE SUMMARY

Mission Statement

Harmony of MA, Inc. (“**Harmony**”) is a Marijuana Establishment committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

License Type

Harmony is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a Marijuana Retailer in West Boylston, Massachusetts.

What Drives Us

Harmony’s goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Harmony’s operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching;
7. Running an environmentally friendly Marijuana Establishment in the Commonwealth of Massachusetts; and
8. Dispensing branded marijuana products that are safe, effective, consistent and high quality.

TEAM

General

Harmony has put together a team to implement the operations of the Marijuana Establishment and intends to create 15-20 staff positions within the first three years of operation. No individual on the Harmony team is a controlling person with over more than three licenses in a particular class of license.

Head of Security

Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for Harmony, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

1. Provide general training to Harmony agents during new hire orientation or re-current trainings throughout the year;
2. Provide training specific for Security Agents prior to the Security Agent commencing job functions;
3. Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
4. Maintain lists of agents authorized to access designated areas of the Harmony facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the Harmony facility;
5. Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Harmony agents and assets;
6. Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
7. Maintain all security related records, incident reports and other reports written by security agents;
8. Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
9. Maintain frequent contact with the West Boylston Police and Fire Department.

COMPANY DESCRIPTION

Structure

Harmony is a Massachusetts domestic for-profit corporation that is applying for a Certificate of Registration from the Commission to operate a Marijuana Retailer in the Commonwealth.

Harmony will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Retailer consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Harmony will be located in West Boylston and has purchased a facility located at 111 Shrewsbury Street West Boylston, MA 01583. The facility encompasses a total of 4,500 square feet.

Harmony will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana and marijuana products, conduct a monthly inventory of marijuana and marijuana products, conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory, and promptly transcribe inventories if taken by use of an oral recording device.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Harmony will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months.

Harmony will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Harmony will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Harmony will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Harmony will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Harmony.

Harmony and Harmony agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Harmony will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Harmony's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the West Boylston Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Harmony's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Harmony will maintain a current list of individuals with access. Harmony will have security personnel on-site during business hours.

On-site consumption of marijuana by Harmony's employees and visitors will be prohibited.

Benefits to the Municipality

Harmony looks forward to working cooperatively with West Boylston to ensure that Harmony operates as a responsible, contributing member of the West Boylston community. Harmony anticipates establishing a mutually beneficial relationship with West Boylston in exchange for permitting Harmony to site and operate in West Boylston.

West Boylston stands to benefit in various ways, including but not limited to the following:

1. **Jobs**: The Marijuana Retailer facility will add 15-20 jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations

- will provide the Town with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Harmony will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
 4. Control: In addition to the Commission, the West Boylston Police Department and other municipal departments will have oversight over Harmony's security systems and processes.
 5. Responsibility: Harmony is comprised of experienced business professionals who will be thoroughly background checked and scrutinized by the Commission.
 6. Economic Development: Harmony's construction of the building will revitalize West Boylston and contribute to the overall economic development of the local community.

Zoning

The address for the Marijuana Establishment facility is 111 Shrewsbury Street West Boylston, MA 01583. The building and use comply with all West Boylston zoning requirements.

In accordance with West Boylston's Zoning Bylaw Section 3.2, Harmony's proposed Marijuana Retailer is located in the Business Zoning District designated for Marijuana Retailers.

In compliance with West Boylston's Zoning Bylaw Section 3.13, the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12; licensed day-care center; Family Day Care Home, place of worship; library; park; or playground establishment in operation at the time of application for a Special Permit or Site Plan approval.

As required by West Boylston's Zoning Bylaw, Harmony will apply for a Special Permit and Site Plan Approval, as applicable, from the West Boylston Planning Board. Harmony will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Harmony will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Harmony's proposed location.

In accordance with the Commission's regulations, the property is not located within 500 feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

MARKET RESEARCH

Industry

In Massachusetts, adult use retail sales are expected to increase from \$457 million in 2018 to \$1.4 billion in 2025, according to New Frontier Data. Unlike other places where cannabis is legal, Massachusetts is within driving distance of some of the most populous places in the country and is poised to become a cannabis tourist destination.

Customers

Harmony will only sell marijuana and marijuana products to customers ages 21 years and older that provide a valid identification. Harmony's intended customers are residents of West Boylston and the neighboring municipalities. Such neighboring municipalities include Holden, Sterling, Boylston and Worcester.

Competitive Advantage

Harmony values the communities we operate in and offers preferential hiring to local residents. If awarded, our West Boylston dispensary will employ up to twenty employees with medical and dental benefits. Additionally, we will give preference to local suppliers to provide infrastructure and services to our dispensary.

Harmony extensively trains all retail employees with a proprietary training course and certificate program to ensure our emphasis on cannabis education is evident to our customers and the community. Our team is working to develop a series of cannabis educational materials, which will be provided for free to the communities in which Harmony operates. These will be professionally designed presentations, brochures, and booklets that will be distributed throughout the local community. Our ample education resources, child-resistant and eco-friendly packaging, private customer consultations, and precisely-dosed products demonstrate our moral commitment to providing the safest products possible. We are confident that our dedication to education and safety will benefit the Town of West Boylston and positively distinguish us from our competition.

Harmony will ensure a symbiotic relationship with West Boylston by being a responsible and productive neighbor in the community. As education underlies our mission, Harmony will establish a local college scholarship fund geared toward low-income students.

Harmony possesses several strengths which will separate Harmony from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products and the branding of the business.

Regulations

Harmony is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Harmony will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity. Harmony will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. Harmony will apply for all state and local permits and approvals required to renovate and operate the facility.

Harmony will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

PRODUCT / SERVICE

Product & Service

In addition to traditional sativa, indica, and hybrid cannabis flower, Harmony will offer a wide range of products that will allow Harmony to serve customers with a wide variety of needs.

Products Harmony intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Harmony's pricing structure will vary based on market conditions. Harmony plans to sell products of superior quality and will price its products accordingly.

MARKETING & SALES

Growth Strategy

Harmony's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience; and
5. A caring and thoughtful staff made of consummate professionals.

Harmony plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Harmony will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Harmony will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Harmony will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Harmony will market its products and services to reach a wide range of qualified consumers.

Harmony will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Harmony will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Sales

Harmony will sell its product and service by engaging customers with knowledgeable in-store personnel. Harmony will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Harmony will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Harmony will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo will be discreet, unassuming, and will not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

FINAL REMARKS

Harmony has the experience and know-how to safely and efficiently serve customers with high quality, consistent, laboratory-tested cannabis and derivatives. Harmony hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Harmony's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both consumers and staff and will help deter and prevent diversion.

Harmony of MA, Inc.

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

At this time, Harmony of MA, Inc. (“Harmony”) does not intend to co-locate medical and adult-use operations at the proposed facility. In the event that this changes in the future and Harmony receives all necessary licenses and approvals to co-locate medical and adult-use operations at the facility, Harmony will abide by the following policies to separate its medical and adult-use operations:

Harmony will develop plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, Harmony will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Harmony will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Harmony’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Harmony location and transferable to Harmony’s retailer location within 48 hours. Harmony may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Harmony will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

Harmony will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

Harmony of MA, Inc.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Harmony of MA, Inc. (“Harmony”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Harmony agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Harmony discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Harmony will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Harmony will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Harmony will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Harmony will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Harmony’s packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Harmony’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Harmony of MA, Inc.

QUALITY CONTROL AND TESTING

Quality Control

Harmony of MA, Inc. ("Harmony") will comply with the following sanitary requirements:

1. Any Harmony agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be handled and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Harmony agent working in direct contact with marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. 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. Harmony's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Harmony's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Harmony's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Harmony will ensure that litter and waste is properly removed and 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 will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Harmony's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Harmony's facility will have adequate safety lighting in all storage areas;
8. Harmony's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Harmony will ensure that all contact surfaces will be maintained in a clean and sanitary condition. Such surfaces will 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 will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Harmony will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Harmony's plumbing will 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 will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;

13. Harmony will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Harmony will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Harmony will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Harmony's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will 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).

Harmony will ensure that Harmony's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Harmony will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Harmony to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Harmony will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Harmony's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Harmony's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Harmony's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Harmony will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Harmony's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Harmony for disposal or by the Independent Testing Laboratory disposing of it directly.

Harmony of MA, Inc.

RECORDKEEPING PROCEDURES

General Overview

Harmony of MA, Inc. (“Harmony”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Harmony documents. Records will be stored at Harmony in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Harmony is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Harmony’s quarter-end closing procedures. In addition, Harmony’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Harmony, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Harmony and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - 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;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Harmony will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Harmony will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Harmony will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution

(if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Harmony for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Harmony will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Harmony agents present during the disposal or handling, with their signatures. Harmony will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Harmony will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Harmony closes, all records will be kept for at least two (2) years at Harmony's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Harmony will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Harmony's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;

- Agent security policies, including personal safety and crime prevention techniques;
- A description of Harmony's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be sold and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Harmony operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Harmony, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Harmony's website.
- Policies and procedures for the handling of cash on Harmony premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation 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 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.

Record-Retention

Harmony will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Harmony of MA, Inc.

MAINTAINING OF FINANCIAL RECORDS

Harmony of MA, Inc.'s ("Harmony") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will 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 and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Harmony of MA, Inc.

QUALIFICATIONS AND TRAINING

Harmony will ensure that all employees hired to work at a Harmony facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Harmony will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Harmony discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Harmony will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Harmony's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Harmony's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Harmony's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Harmony's owners, managers, and employees will then successfully complete the program once every year thereafter. Harmony will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Harmony's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Harmony's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;

4. Acceptable forms of identification, including verification of valid photo identification and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Harmony of MA, Inc.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Harmony of MA, Inc. (“Harmony”) will securely maintain personnel records, including registration status and background check records. Harmony will keep, at a minimum, the following personnel records:

- 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;
- 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.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Harmony and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- 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;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

After-Hours Contacts

Robert Fuller
704-883-4750
rob@harmonyma.com

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday – Sunday: 10am – 7pm

Harmony of MA, Inc.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Harmony will undergo a detailed background investigation prior to being granted access to a Harmony facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Harmony pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Harmony will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Harmony will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Harmony will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

Harmony of MA, Inc.

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Harmony or the Commission.

Personnel Policies and Training

As outlined in Harmony's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Harmony agents are required to complete training as detailed in Harmony's Qualifications and Training plan which includes but is not limited to the Harmony's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Harmony will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Harmony operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Harmony of MA, Inc.

DIVERSITY PLAN

Overview

Harmony of MA, Inc. (“Harmony”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.¹

To support such populations, Harmony has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Harmony’s operations.

Goals

In order for Harmony to promote equity for the above-listed groups in its operations, Harmony has established the following goals:

- Having at least 45% of Harmony’s staff comprised of individuals from the below-listed diverse populations. More specifically, Harmony’s goals are the following:
 - At least 15% of staff will be Minorities;
 - At least 15% of staff will be Women; and
 - At least 15% of staff will be Veterans.

Programs

Harmony has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Recruiting for Diversity
 - a. Participating in at least two (2) career fairs per year that are specifically advertised to Minorities, Women, and Veterans.
 - b. Advertising employment opportunities, as they become available, but not less than at least twice of year, that specifically encourage Women, Minorities, and Veterans to apply. Such advertisements will be posted in local publications such as the Worcester Telegram & Gazette and on diversityjobs.com.
2. Harmony’s Educational Seminar Program
 - a. Harmony has developed an “Educational Seminar” Program that will promote equity and ensure that individuals from the above-listed diverse populations are provided with opportunities and the tools they need to succeed in the cannabis industry. Twice a year, Harmony will host educational seminars for individuals from the above-listed diverse populations; educational seminars will be able to accommodate no fewer than twenty (20) such individuals per seminar. The

¹ As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/1/19 and the Commission’s *Guidance on Required Positive Impact Plans and Diversity Plans* as revised 2/25/19. For purposes of this Diversity Plan, Harmony is interpreting “[p]eople of all gender identities and sexual orientations” to mean people identifying as LGBTQ.

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subject matters of the educational seminars will include marijuana retailing² and marijuana business management.³ Such advertisements will be posted in local publications such as the Worcester Telegram & Gazette.

Measurements

The HR Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Harmony continues to meet its commitments. Such measurable outcomes, in accordance with Harmony's goals and programs described above, include:

- Documentation supporting Harmony's goal of having at least 30% of staff comprised of individuals from the above-listed diverse populations;
- The number of job postings in The Worcester Telegram & Gazette (not less than quarterly);
- The number of candidates from the above-listed diverse populations interviewed;
- The number of candidates from the above-listed diverse populations hired;
- The number of employees from the above-listed diverse populations retained for at least six (6) months; and
- The number and demographics of individuals that participate in Harmony's Educational Seminar Program (including documentation of the topics covered).

Beginning upon receipt of Harmony's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Harmony will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The HR Manager will review and evaluate Harmony's measurable outcomes no less than twice annually to ensure that Harmony is meeting its commitments. Harmony is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

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

² Topics for marijuana retailing will include inventory tracking; product storage; limiting access to those 21 and older; and sales transactions.

³ Topics for marijuana business management will include marketing and branding strategies and requirements; wholesaling from cultivators and product manufacturers; financial records and accounting; and employee management.