



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282527  
Original Issued Date: 06/09/2020  
Issued Date: 06/09/2020  
Expiration Date: 06/09/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Munro Associates LLC

Phone Number: 508-951-2753 Email Address: michaelpbotelho@gmail.com

Business Address 1: 885 BUFFINTON ST.

Business Address 2:

Business City: SOMERSET Business State: MA

Business Zip Code: 02726

Mailing Address 1: 885 BUFFINTON ST.

Mailing Address 2:

Mailing City: SOMERSET Mailing State: MA

Mailing Zip Code: 02726

### 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: 40

Percentage Of Control: 40

Role: Owner / Partner

Other Role: Manager of the LLC and Capital Contributor.

First Name: Kevin

Last Name: Munro

Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40	Percentage Of Control: 40
Role: Owner / Partner	Other Role: Manager of the LLC and Capital Contributor.
First Name: Brian	Last Name: Munro Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20	Percentage Of Control: 20
Role: Owner / Partner	Other Role: Manager of the LLC and Capital Contributor.
First Name: Dean	Last Name: Munro Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

#### Person with Direct or Indirect Authority 4

Percentage Of Ownership:	Percentage Of Control:
Role: Executive / Officer	Other Role: President and General Manager
First Name: Michael	Last Name: Botelho 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

No records found

### CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

#### Individual Contributing Capital 1

First Name: Kevin	Last Name: Munro	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 33
Capital Attestation: Yes		

#### Individual Contributing Capital 2

First Name: Brian	Last Name: Munro	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 33
Capital Attestation: Yes		

#### Individual Contributing Capital 3

First Name: Dean	Last Name: Munro	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 33

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

##### Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Kevin      Owner Last Name: Munro      Owner Suffix:

Entity Legal Name: iAnthus Capital Holdings, Inc.      Entity DBA:

Entity Description: iAnthus Capital Holdings, Inc. is a Canadian corporation.

Entity Phone:      Entity Email:      Entity Website:

646-518-9411      info@ianthuscapital.com

Entity Address 1: 22 Adelaide Street West      Entity Address 2: Suite 2740

Entity City: Toronto      Entity State: Outside US      Entity Zip Code: M5H 4E3      Entity Country: CA

Entity Mailing Address 1: 22 Adelaide Street West      Entity Mailing Address 2: Suite 2740

Entity Mailing City: Toronto      Entity Mailing State: Outside US      Entity Mailing Zip Code: M5H 4E3      Entity Mailing Country: CA

##### Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Brian      Owner Last Name: Munro      Owner Suffix:

Entity Legal Name: iAnthus Capital Holdings, Inc.      Entity DBA:

Entity Description: iAnthus Capital Holdings, Inc. is a Canadian corporation.

Entity Phone:      Entity Email:      Entity Website:

646-518-9411      info@ianthuscapital.com

Entity Address 1: 22 Adelaide Street West      Entity Address 2: Suite 2740

Entity City: Toronto      Entity State: Outside US      Entity Zip Code: M5H 4E3      Entity Country: CA

Entity Mailing Address 1: 22 Adelaide Street West      Entity Mailing Address 2: Suite 2740

Entity Mailing City: Toronto      Entity Mailing State: Outside US      Entity Mailing Zip Code: M5H 4E3      Entity Mailing Country: CA

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 342 West Boylston Street

Establishment Address 2:

Establishment City: Worcester      Establishment Zip Code: 01606

Approximate square footage of the establishment: 3360      How many abutters does this property have?: 14

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	Munro Associates - Worcester HCA Certification	pdf	5d01578e13edb917cc1fd794	06/12/2019

Community Agreement	Form [FULLY EXECUTED].pdf				
Community Outreach Meeting Documentation	Munro Associates - Worcester Community Outreach Attestation Form with Attachments.pdf	pdf	5d028c79acc50017edd62c56	06/13/2019	
Plan to Remain Compliant with Local Zoning	Munro - Zoning - Worcester.pdf	pdf	5e5d243e49038b46abf1bfca	03/02/2020	

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Munro - ADI.pdf	pdf	5de6c0c8bcb01253152f8c7a	12/03/2019
Plan for Positive Impact	Munro - ADI Letters.pdf	pdf	5de6c0c98bdcfd57ae5288c3	12/03/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Owner / Partner Other Role: Manager of the LLC and Capital Contributor  
First Name: Kevin Last Name: Munro Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

##### Individual Background Information 2

Role: Owner / Partner Other Role: Manager of the LLC and Capital Contributor  
First Name: Brian Last Name: Munro Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

##### Individual Background Information 3

Role: Owner / Partner Other Role: Manager of the LLC and Capital Contributor  
First Name: Dean Last Name: Munro Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

##### Individual Background Information 4

Role: Other (specify) Other Role: President & Dispensary General Manager  
First Name: Michael Last Name: Botelho Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Date generated: 12/03/2020

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Munro Associates - Certificate of Organization.pdf	pdf	5c9baf58d16491b5c0fc45e	03/27/2019
Bylaws	Munro Associates - Operating Agreement.pdf	pdf	5c9bb02cc4b7a71b66d16dfa	03/27/2019
Department of Revenue - Certificate of Good standing	Munro - COGS - DOR.pdf	pdf	5de6c899d5b0805341c64d57	12/03/2019
Secretary of Commonwealth - Certificate of Good Standing	Munro - COGS - SOS.pdf	pdf	5de6c89cb4f83557d6cc983f	12/03/2019

No documents uploaded

Massachusetts Business Identification Number: 001350838

Doing-Business-As Name: The Vault

DBA Registration City: Worcester

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Munro Associates - Plan for Obtaining Liability Insurance.pdf	pdf	5d015a04622b7c1357f719c5	06/12/2019
Business Plan	Munro Associates - Business Plan.pdf	pdf	5d03ff99bbb965134133c477	06/14/2019
Proposed Timeline	Munro - Timeline - Worcester.pdf	pdf	5e5d259873b705467fec8b66	03/02/2020

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Munro Associates - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5d015ae241a4321320f28811	06/12/2019
Separating recreational from medical operations, if applicable	Munro Associates - Plan for Separating Recreational from Medical Operations.pdf	pdf	5d015af6624ce5135e926654	06/12/2019
Restricting Access to age 21 and older	Munro Associates - Plan for Restricting Access to Age 21 and Older.pdf	pdf	5d015b0941a4321320f28815	06/12/2019
Prevention of diversion	Munro Associates - Prevention of Diversion.pdf	pdf	5d02a31369291617ba8608e9	06/13/2019
Storage of marijuana	Munro Associates - Storage of Marijuana.pdf	pdf	5d02a339722cea17c1261355	06/13/2019
Transportation of marijuana	Munro Associates - Transportation of Marijuana.pdf	pdf	5d02a33958ad7e1336c27f80	06/13/2019
Inventory procedures	Munro Associates - Inventory Procedures.pdf	pdf	5d02a33b13edb917cc1fda86	06/13/2019
Quality control and testing	Munro Associates - Quality Control and	pdf	5d02a33c33099617d7945792	06/13/2019

	Testing.pdf			
Record Keeping procedures	Munro Associates - Recordkeeping Procedures.pdf	pdf	5d02a366fe6a8617e208f069	06/13/2019
Maintaining of financial records	Munro Associates - Maintaining of Financial Records.pdf	pdf	5d02a367748dc71348c38e1c	06/13/2019
Qualifications and training	Munro Associates - Qualifications and Training.pdf	pdf	5d02a38658ad7e1336c27f84	06/13/2019
Dispensing procedures	Munro - Dispensing.pdf	pdf	5de6c8d98bdcfd57ae528916	12/03/2019
Personnel policies including background checks	Munro - Personnel Policies.pdf	pdf	5de6c8e6d5b0805341c64d5b	12/03/2019
Security plan	Munro - Security.pdf	pdf	5e5d269e73b705467fec8b6c	03/02/2020
Diversity plan	Munro - Diversity - 03.02.20.pdf	pdf	5e5d270bfd7e6446b62a3c36	03/02/2020

#### 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

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

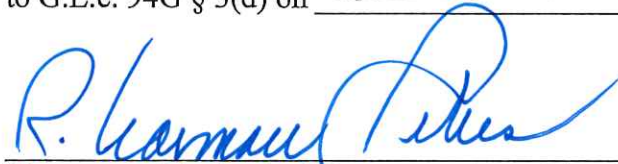
<b>Monday From: 11:00 AM</b>	<b>Monday To: 7:00 PM</b>
<b>Tuesday From: 11:00 AM</b>	<b>Tuesday To: 7:00 PM</b>
<b>Wednesday From: 11:00 AM</b>	<b>Wednesday To: 7:00 PM</b>
<b>Thursday From: 11:00 AM</b>	<b>Thursday To: 7:00 PM</b>
<b>Friday From: 11:00 AM</b>	<b>Friday To: 7:00 PM</b>
<b>Saturday From: 10:00 AM</b>	<b>Saturday To: 5:00 PM</b>
<b>Sunday From: 10:00 AM</b>	<b>Sunday To: 5:00 PM</b>

## 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

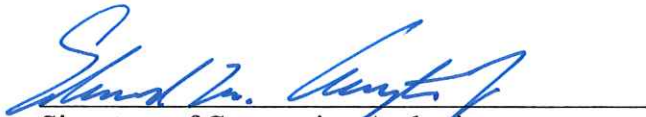
I, R. Norman Peters, (*insert name*) certify as an authorized representative of Munro Associates, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with City of Worcester, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on April 11, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Edward M. Augustus, Jr., (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Worcester (*insert name of host community*) to certify that the applicant and City of Worcester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 16, 2019 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

Edward M. Augustus, Jr.  
City Manager



## 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, Michael Botelho, (*insert name*) attest as an authorized representative of Munro Associates LLC (*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 November 14, 2018 (*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 November 7, 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 November 7, 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 November 6, 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.







Attachment B

**From:** David Miller [mailto:dmiller33@charter.net]  
**Sent:** Wednesday, November 07, 2018 1:21 PM  
**To:** 'clerk@worcesterma.gov' <clerk@worcesterma.gov>; 'planning@worcesterma.gov' <planning@worcesterma.gov>; 'RolleS@worcesterma.gov' <RolleS@worcesterma.gov>; 'SandersJ@worcesterma.gov' <SandersJ@worcesterma.gov>  
**Subject:** Notice of Community Outreach Meeting - Munro Associates - 11.14.18

To all concerned:

Please see the attached notification of Munro Associate’s Community Outreach Meeting scheduled for Wednesday, November 14, 2018 at the American Foreign Legion, Tatnuck Post #288, 570 Mill Street, Worcester, MA 01602 at 6:00 PM for a proposed Adult-Use Marijuana Establishment (Retail Dispensary). Attached is the notice that will be published in the Worcester Telegram on 11/7/18.

Additionally, If you would like to put information on the City web site, here is a suggested notice:

Public Notice  
Community Outreach Meeting  
Adult-use Marijuana Establishment in the City of Worcester  
November 14, 2018 at 6:00 PM at the American Legion Hall, Tatnuck Post #288, 570 Mill Street, Worcester, MA 01602

Munro Associates, LLC. will apply for a license to operate an Adult-use Retail Marijuana Establishment. The proposed establishment will be located at 342 West Boylston Street, Worcester, MA 01606, 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 City Clerk, the Planning Board, and the local licensing authority for the City of Worcester. 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.

Munro Associates, LLC

Kevin Munro  
CEO

## Munro Associates, LLC

November 6, 2018

Dear Sir/Madam:

Please be advised that as an abutter of 342 West Boylston Street, Worcester, MA you are being notified that a Community Outreach Meeting for a proposed recreational marijuana dispensary by Munro Associates, LLC. is scheduled for Wednesday, November 14, 2018 at 6:00 PM at the American Legion Hall, Tatnuck Post #288, 570 Mill Street, Worcester, MA 01602. 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 contact Kevin Munro from Munro Associates at [kevinmunro@yahoo.com](mailto:kevinmunro@yahoo.com).

Very truly yours,

Kevin Munro  
CEO, Munro Associates, LLC



Munro Associates LLC (“Munro Associates”) will remain compliant at all times with the local zoning requirements set forth in the City of Worcester’s Zoning Ordinance. In accordance with Zoning Ordinance Section 15, Munro Associates’ proposed Marijuana Retailer is located in the Business Limited 1 Zoning District (BL-1) designated for Marijuana Storefront Retailers.

In compliance with Worcester’s Zoning Ordinance Section 15, Munro Associates’ proposed retailer is not located within 500 feet of a public or private, primary or secondary school, licensed daycare center, public library, public park or playground, or another Marijuana Storefront Retailer.

As required by Worcester’s Zoning Ordinance, Munro Associates will apply for a Special Permit from the Planning Board, which is the Special Permit Granting Authority. The Special Permit must be acted upon within one year of receipt. Munro Associates will apply for any other local permits required to operate a Marijuana Storefront Retailer at the proposed location. Munro Associates will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Storefront Retailer at Munro Associates’ proposed location.

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



## **PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

### **Overview**

Munro Associates LLC (“Munro Associates”) 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 are classified as areas of disproportionate impact.

To support such populations, Munro Associates has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact people and groups in those census tracts within the City of Worcester, which have been designated by the Commission as areas of disproportionate impact. We are planning to do this through targeted hiring practices and donations of our time and funds.

### **Goals**

In order for Munro Associates to positively impact those areas in Worcester, which have been designated as areas of disproportionate impact, Munro Associates has established the following goals:

1. Recruit and maintain an associate base residing in or active in areas of disproportionate impact;
2. Provide financial assistance to local charities that service areas of disproportionate impact; and
3. Volunteer our time to help improve conditions of areas of disproportionate impact.

### **Programs**

Munro Associates has developed specific programs to effectuate its stated goals to positively impact those areas in Worcester designated as areas of disproportionate impact by the Commission. Such programs will include the following:

1. Working with the local career training facilities in Worcester and posting open positions in local newspapers and on social media sites;
2. Recruiting and maintaining a minimum of 20% of our associates that either live in or are active in Commission-designated areas of disproportionate impact;

3. Providing \$1,200 per quarter to the Loaves and Fishes Food Pantry; and
4. Donating an average of at least four (4) hours of volunteer work per month to the Indian Lake Watershed Association, which is located in a Commission-designated area of disproportionate impact.

### Measurements

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

- Maintaining annual reports showing the number of employees hired and retained that are from disproportionately impacted areas;
- Maintaining annual financial data that shows donations to the Loaves and Fishes Food Pantry as well as other donations that are made to local charities; and
- Documenting all employee volunteer hours sponsored by Munro Associates.

Beginning upon receipt of Munro Associates' Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Munro Associates 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 President and Dispensary General Manager will review and evaluate Munro Associates' measurable outcomes no less than annually to ensure that Munro Associates is meeting its commitments. Munro Associates is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

### Acknowledgements

- As identified above, Munro Associates intends to donate to Loaves and Fishes Food Pantry and volunteer with the Indian Lake Watershed Association and acknowledges that both organizations have been contacted and will receive the donations described herein.
- Munro Associates 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 Munro Associates will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



Loaves and Fishes Food Pantry

6/3/2019

Munro Associates LLC  
Attn: Mike Botelho  
885 Buffinton Street  
Somerset, MA 02726

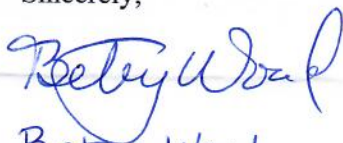
**Re: Loaves and Fishes Food Pantry - Confirmation of Munro Associates LLC's  
Partnership and Donations**

Dear Mr. Botelho,

On behalf of Loaves and Fishes Food Pantry, please be advised that Loaves and Fishes Food Pantry has been contacted by Munro Associates LLC ("Munro Associates") regarding a partnership and intended donations. This correspondence shall serve as confirmation that Loaves and Fishes Food Pantry has agreed to partner with Munro Associates and is willing to accept such donations.

Please do not hesitate to contact me with any questions in this matter.

Sincerely,

  
Betsy Wood  
Director

Loaves and Fishes Food Pantry 90 Holden Street Worcester MA 01606



June 7, 2019

Munro Associates LLC  
Attn: Mike Botelho  
885 Buffinton Street  
Somerset, MA 02726

**Re: Indian Lake Watershed Association - Confirmation of Munro Associates LLC's Partnership and Donations**

Dear Mr. Botelho,

On behalf of Indian Lake Watershed Association, Inc ("ILWA") I am pleased to inform you that the ILWA has been contacted by Munro Associates LLC ("Munro Associates") regarding a neighborhood partnership. Specifically, the ILWA will provide opportunities for Munro Associates to engage in community service in the greater Indian Lake neighborhood of Worcester, Massachusetts. In turn, the ILWA will receive volunteer assistance and donations that will be used to further the mission of the ILWA.

This correspondence shall serve as confirmation that ILWA has agreed to partner with Munro Associates and is willing to accept both monetary and volunteer donations.

Please do not hesitate to contact me with any questions in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Beth Proko". The signature is written in a cursive style with a large, stylized "B" and "P".

Beth Proko  
President  
508-864-9549

Indian Lake Watershed Association Inc PO Box 60244 Worcester MA 01606

**D**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company**

**Certificate of Organization**

(General Laws Chapter 156C, Section 12)

Federal Identification No.: \_\_\_\_\_

- (1) The exact name of the limited liability company:

Munro Associates LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

250 Bay Point Road  
Swansea, MA 02777

- (3) The general character of the business:

Ownership of retail operations.

- (4) Latest date of dissolution, if specified: \_\_\_\_\_

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

HASLAW, Inc.

c/o Hinckley Allen  
28 State Street  
Boston, MA 02109

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Kevin T. Munro

Brian E. Munro

Dean A. Munro

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

Kevin T. Munro

Brian E. Munro

Dean A. Munro

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Kevin T. Munro

Brian E. Munro

Dean A. Munro

- (9) Additional matters:

None.

Signed by (by at least one authorized signatory):

Kevin T. Munro

Consent of resident agent:

I, Todd M. Gleason, as Vice President of HASLAW, Inc.

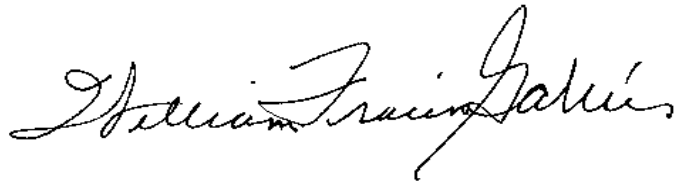
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

\*or attach resident agent's consent hereto.

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:

October 17, 2018 11:07 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## OPERATING AGREEMENT OF

### MUNRO ASSOCIATES LLC

THIS OPERATING AGREEMENT is made effective as of October 17, 2018 (the "Effective Date"), by and among **MUNRO ASSOCIATES LLC**, a Massachusetts limited liability company (the "Company"), and the Members identified on Schedule A attached hereto, as the same may be amended, supplemented or restated from time to time in accordance with the terms hereof (collectively referred to as the "Members," and individually as a "Member").

#### RECITALS

The Company is a Massachusetts limited liability company formed pursuant to the Massachusetts Limited Liability Company Act, G.L. c. 156C, §§ 1 et seq., as the same may be hereafter amended from time to time (the "Act"). The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms.

#### ARTICLE I

##### FORMATION OF LIMITED LIABILITY COMPANY; NAME AND PRINCIPAL PLACE OF BUSINESS; TERM

1.01 Formation. The Company was formed on October 17, 2018 as a limited liability company pursuant to the Act by the filing of a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts (the "Secretary of the Commonwealth").

1.02 Name. The name of the company is MUNRO ASSOCIATES LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Members deem appropriate or advisable. The Members shall file, or cause to be filed, any necessary amendments to the Certificate of Organization, and any fictitious name certificates, foreign state registrations and similar filings, and any amendments to any thereof, that the Members deem necessary, appropriate or advisable.

1.03 Business Addresses. The principal business address of the Company shall be 250 Bay Point Road, Swansea, MA 02777. The name and address of the resident agent for service of process on the Company in the Commonwealth of Massachusetts is HASLAW, Inc., c/o Hinckley, Allen & Snyder LLP, 28 State Street, Boston, MA 02109. The Company may maintain such additional offices at such other places as the Members may hereafter determine. The business address and the resident agent may be changed by the Members from time to time upon compliance with the procedures required by the Act.

1.04 Term. The term of the Company shall commence on the date of the filing for record of the Company's Certificate of Organization in the office of the Secretary of the Commonwealth, and shall continue in perpetuity, unless the Company shall be sooner terminated as provided in Section 9.01.

## ARTICLE II DEFINITIONS

Wherever used in this Agreement, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

“Affiliate” or “Affiliated Person” means any (i) Member, (ii) member of the immediate family of any Member, (iii) legal representative, successor or assignee of any Person referred to in the preceding clauses (i) and (ii), (iv) trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) and (ii), (v) entity of which a majority of the voting interests is owned by any one or more of the Persons referred to in the preceding clauses (i) through (iv), (vi) Person who owns fifteen percent (15%) or more of the common stock of any corporate Member, or (vii) Person who is a stockholder (fifteen percent (15%) or more) or partner of any Entity or Person referred to in the preceding clauses (i), (iii), (v) and (vi).

“Agreement” means this Operating Agreement, as the same may be amended, supplemented or restated from time to time.

“Capital Account” means, with respect to each Member, the record of the effect of such Member’s Capital Contribution and of each item of income, gain, loss or deduction or cash distribution allocated to such Member in accordance with the terms hereof. Each Member’s Capital Account shall be maintained as set forth in Section 5.02 hereof.

“Capital Contributions” means, with respect to any Member, the total amount of money and the initial fair market value of any property (other than money) contributed to the Company by such Member.

“Code” means the Internal Revenue Code of 1986, as amended.

“Entity” means an association, relationship or artificial person, through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

“Fiscal Year” means the fiscal year of the Company, which shall be a calendar year ending on December 31 of each year.

“Member” or “Members” means the Member(s) listed on Schedule A attached to this Agreement, and any Person admitted as a Member of the Company pursuant to the terms hereof.

“Membership Interest” means, with respect to any Member, all of such Member’s right, title and interest in and to the Company.

“Non-Selling Members” has the meaning set forth in Section 8.07.A.

“Percentage Interest” means, with respect to any holder of a Membership Interest, the amount set forth opposite such Member’s name on Schedule A attached hereto, as the same may be amended from time to time in accordance with the terms hereof.

“Person” means a natural person or an Entity.

“Offer Notice” has the meaning set forth in Section 8.07.A.

“Securities Act” means the Securities Act of 1933, as amended.

“Selling Member” has the meaning set forth in Section 8.07.A.

“Transfer” and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from, liquidation and dissolution.

“Treasury Regulations” means the income tax regulations (final, temporary and, as applicable, proposed) promulgated from time to time under the Code. References to specific sections of the Treasury Regulations shall be to such sections as amended, supplemented or superseded by Treasury Regulations currently in effect.

### ARTICLE III PURPOSES, NATURE OF BUSINESS AND AUTHORIZED ACTS

3.01 Purposes. The Company was formed for the purposes of, and the nature of the business to be conducted by the Company is, own retail operations, and to engage in any other lawful activity for which limited liability companies may be organized under the Act. The Company is authorized to perform all acts necessary, convenient or incidental to the effectuation of its purposes.

### ARTICLE IV MEMBERS AND THEIR CONTRIBUTIONS

4.01 Members. The Members of the Company shall be those Persons identified on Schedule A hereto unless and until any additional or substitute Members are admitted pursuant to the provisions of this Agreement.

4.02 Initial Capital Contributions. The Members have contributed capital, property and/or services to the Company. In exchange for such contributions, the Members were issued the Percentage Interest set forth opposite such Member’s name on Schedule A hereto.

4.03 Additional Capital Contributions. The Members may authorize additional Capital Contributions at such times and on such terms and conditions as they determine to be in the best interest of the Company, but no Member shall be obligated to make any additional capital contributions. The Members shall give each other written notice of the request to contribute additional capital, which notice will specify the amount the Member is required to contribute and establish a due date that is not less than ten (10) days after the date of the notice. If all Members elect to make additional Capital Contributions to the Company, the Members will make such Capital Contributions in proportion to their respective Percentage Interest, in immediately available funds on or before the due date specified in the notice.

4.04 Additional Members. Additional Members may only be admitted with the approval of all Members. All additional Members shall execute and acknowledge a counterpart of this Agreement, or shall otherwise evidence in writing their agreement to be bound by the terms hereof in such manner as the Members shall determine.

4.05 Liability of Members. No Member shall be liable for the obligations of the Company solely by reason of being a Member. No Member shall be required to make any contributions to the capital of the Company other than as provided in this Article IV.



4.06 Obligations Enforceable Only By the Company. No Capital Contribution or option to make an additional Capital Contribution may be enforced by a creditor of the Company or other person other than the Company unless a Member expressly consents in writing to such enforcement or to the assignment of the obligation to such creditor.

ARTICLE V  
ALLOCATION OF PROFITS AND LOSSES;  
MAINTENANCE OF CAPITAL ACCOUNTS

5.01 Allocation Among Members.

A. All items of income, gain, deduction and loss of the Company as determined for federal income tax purposes shall be allocated among the Members, and shall be credited or debited to their respective Capital Accounts in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible that such allocations satisfy the economic effect equivalence test of Treasury Regulation Section 1.704-1(b)(2)(ii)(i). In accordance therewith, all items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year of the Company (increased by the *sum* of (1) such Member's "share of partnership minimum gain" as defined in Treasury Regulation Section 1.704-2(g)(1) *plus* (2) such Member's "share of partner nonrecourse debt minimum gain" as defined in Treasury Regulation Section 1.704-2(i)(5)) would be positive in the amount of cash that such Member would receive if the Company sold all of its assets for an amount of cash equal to the book value (as determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(g)) of such assets (reduced, but not below zero, by the amount of nonrecourse debt to which property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation of the Company immediately following the end of such taxable year pursuant to Section 9.02 hereof. All items of income, gain, deduction and loss that cannot have economic effect (including nonrecourse deductions) shall be allocated in accordance with the Members' interests in the Company, which, unless otherwise required by Code Section 704(b) and the Treasury Regulations thereunder, shall be allocated to the Members in proportion to their respective Percentage Interests.

B. Items of income, gain, deduction and loss for purposes of determining the Members' Capital Accounts (that is, for "book purposes") shall be determined in accordance with the same principles as such items are determined for reporting such items on the Company's federal income tax return. All items of income, gain, deduction, loss or credit for tax purposes shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in such items for book purposes. Notwithstanding the foregoing, if the book value of property differs from its tax basis, then, for the purposes of this Agreement, all determinations of income, gain, deduction and loss for tax purposes shall be determined with respect to such book value in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

C. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, items of depreciation, amortization, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial book value, such

allocation to be made by the Members in their discretion in accordance with any method permitted by the applicable Treasury Regulations.

D. Loans to the Company by any Member shall not be considered Capital Contributions. A Member shall not be entitled to demand the return of, or to withdraw, any part of their Capital Contribution or their Capital Account, or to receive any distribution, except as provided in this Agreement. No Member shall be liable for the return of the Capital Contributions of any other Member or the payment of interest thereon.

5.02 Capital Accounts. The Company shall establish a separate Capital Account for each Member and shall maintain such Capital Account in accordance with applicable Treasury Regulations under Code Section 704(b).

5.03 Section 754 Election. Appropriate adjustments shall be made in the allocations to the Members under this Article V in order to reflect adjustments in the basis of Company property permitted pursuant to an election made by the Members under Section 754 of the Code. The Company will make the basis adjustments and calculate depreciation deductions in accordance with such adjustments only for those transferees who supply information to the Members that enables the Members to determine when, and at what price, the transferee acquired its interest.

5.04 Income Tax Consequences. The Members intend for the Company to be considered a partnership for federal income tax purposes for so long as it has more than one Member and agree that the Company will be governed by the provisions of Subchapter K of the Code and the applicable Treasury Regulations promulgated thereunder for so long as it has more than one Member. The Members are aware of the income tax consequences of the allocations made by this Article V, and hereby agree to be bound by the provisions of this Article V, in reporting their shares of Company income and loss for income tax purposes.

5.05 Adjustments for Distributions in Kind. If at any time the Company distributes property in kind, it will adjust the Members' Capital Account to account for any profit or loss the Company would have realized had it sold the property at fair market value and distributed the sales proceeds.

## ARTICLE VI DISTRIBUTIONS

6.01 General Policies. Distributions may be made in cash or in kind, and at such time or times, in each case as the Members shall determine in accordance with Article VII. The Members may retain such amounts of cash and other property in the Company and create such reserves as they deem necessary and appropriate to meet prior and reasonably anticipated expenses of the Company.

6.02 Distributions Other than Cash. No Member shall have any right to demand or receive property other than cash, in respect of any part of his contribution to the capital of the Company or a share of the Company's profits or any distribution. A Member shall have a right to distributions of cash, including the return of such Member's Capital Contribution, only in the circumstances set forth herein.

6.03 Distributions to be Pro Rata. Except as specifically provided herein, or required by the terms of this Agreement, all distributions shall be made pro rata among the Members in accordance with each Member's Percentage Interest.

ARTICLE VII  
MANAGEMENT OF THE COMPANY;  
RIGHTS, POWERS, DUTIES AND OBLIGATIONS  
OF THE MEMBERS

7.01 Management by the Members.

Authority of the Members. The business and affairs of the Company shall be managed by the Members. The Members shall have and be subject to all duties and liabilities, and shall have all of the authority with respect to the business and affairs of the Company, that the Members have under the Act and this Agreement.

Without limiting the foregoing, the Members for and in the name and on behalf of the Company, are hereby authorized to:

(i) execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, financing, management, maintenance, operation and disposition of the Company's assets;

(ii) borrow money from themselves or others and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(iii) enter into agreements to employ agents, attorneys, accountants, engineers, appraisers, or other consultants or contractors who may be Affiliated Persons of, or affiliated with, the Members and may enter into agreements to employ the Members or their Affiliated Persons to provide management services to the Company provided that any employment of such Persons is on terms not less favorable to the Company than those offered by unaffiliated persons for comparable services as determined by the Members in their reasonable judgment;

(iv) pay out of Company funds any and all fees and make any and all expenditures which the Members, in their discretion, deem necessary or appropriate in connection with the organization of the Company, the management of the affairs of the Company, and the carrying out of their obligations and responsibilities under this Agreement;

(v) do anything, which the Members deem necessary or appropriate for the protection and preservation of the Company's assets;

(vi) except as otherwise directed by a Tax Matters Partner if one shall be appointed by the Members as provided in Section 14.01, with respect to those matters within the powers of the Tax Matters Partner, to make and revoke any election permitted to the Company by any taxing authority in such manner as the Members decide, and to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, unless the same are contested by the Tax Matters Partner, which the Tax Matters Partner is hereby expressly authorized to do, provided that the Tax Matters Partner shall report periodically to the Members of the Company and a majority vote of the Members shall be required to settle any tax litigation involving the Company; and

(vii) engage in any kind of activity and perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts and in each state where the Company is then formed, has qualified or is doing business.

7.02 Apparent Authority. Any person dealing with the Company may always rely on a certificate signed by the Members:

(A) as to the identity of the Members hereunder;

(B) as to the existence or nonexistence of any fact or facts, which constitute conditions precedent to acts by the Members or are in any other manner germane to the affairs of this Company;

(C) as to who is authorized to execute and deliver any instrument or document of the Company;

(D) as to the authenticity of any copy of this Agreement and amendments thereto; or

(E) as to any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

7.03 Reimbursement. The Members shall be entitled to reimbursement from Company funds for all reasonable expenses incurred on behalf of the Company.

7.04 Books and Records. The Company shall keep at its principal place of business in the Commonwealth of Massachusetts, 250 Bay Point Road, Swansea, MA 02777, and shall permit any Member to inspect and copy at such Member's own expense, upon reasonable request, during ordinary business hours, the records required by the Act and such other records as are pertinent to the Company's business operations.

7.05 Accounting Information. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles.

7.06 Reports. The Members shall deliver as soon as practicable, but in no event later than ninety (90) days after the end of each Fiscal Year of the Company, such information as shall be necessary for the preparation by such Member of a federal income tax return, and state income or other tax returns with regard to jurisdictions in which the Company owns property or conducts business. Such information shall include computation of the distributions to such Member and the allocation to such Member of the profits or losses, as the case may be, during such Fiscal Year.

7.07 Noncompetition; Other Activities. Except as specifically restricted or prohibited by any separate written agreement between the Company and any Member, any Member may engage in any business of any nature independently or with others, and neither the Company nor the other Members shall have any rights with respect to any such other ventures.

ARTICLE VIII  
RIGHTS AND OBLIGATIONS OF THE MEMBERS AND  
ASSIGNABILITY OF MEMBERSHIP INTERESTS

8.01 Transferability. Except for Transfers contemplated in Sections 8.02, 8.04 and 8.05, no Member's Membership Interest may be transferred or pledged (as security for a loan or otherwise), in whole or in part, without the unanimous written consent of the Members. A transfer of a Member's Membership Interest does not of itself dissolve the Company. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer of Membership Interests imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable.

8.02 Substitute Members. No transferee of a Member's Membership Interest permitted under this Article VIII shall have the right to be admitted as a Substitute Member in place of the transferor unless: (a) the transferor shall clearly designate in writing such transferor's intention that the transferee is to become a Substitute Member; (b) the transferee shall agree in writing to be bound by all of the terms of this Agreement; (c) unless otherwise permitted in accordance with this Article VIII, the transferee is admitted as a Substitute Member by the unanimous written consent of the remaining Members; (d) the transferee shall execute and/or deliver such instruments, including an opinion of counsel, to the effect that such proposed transfer and substitution do not violate state or federal securities laws, as the Members deem necessary or desirable to effect such transferee's admission as a Substitute Member and to evidence such transferee's acceptance of the terms of this Agreement; and (e) the transferee shall pay all reasonable expenses in connection with such transferee's admission as a Substitute Member.

8.03 Rights of Transferees. Except as otherwise provided in Section 8.01, any transfer of a Membership Interest without compliance with Section 8.02, 8.04, and 8.05 shall be null and void.

8.04 Transfers for Estate Planning Purposes.

A. In the event of a transfer of a Membership Interest by a Member made for estate planning purposes to a trust for the benefit of such Member, or such Member's spouse or children, if any, with respect to which trust the Member remains trustee and over which the Member maintains complete voting control, the transferring Member shall not be required to comply with the terms of Section 8.02(c) in order to have such trust become a Substitute Member. In that case, the transferring Member continues to be subject to the terms of this Agreement, and the transferee trust will become a Substitute Member upon compliance with the remaining terms of Section 8.02. The Percentage Interests so transferred shall continue to be voted by the transferor Member as trustee.

B. In the event of the death of a Member, or the death of a permitted transferor pursuant to Section 8.04.A, the Member's estate, or permitted transferee pursuant to Section 8.04.A, shall continue to be subject to the terms of this Agreement. Within ninety (90) days of the earlier to occur of (a) the filing of an estate tax return with respect to such deceased Member (or permitted transferor), or (b) the passage of fifteen (15) months from the deceased member's death if no estate tax return is filed with respect to such deceased Member during such fifteen (15) month period, the remaining Members shall either (x) unanimously consent to the admission of such deceased Member's successor(s) in interest in accordance with such deceased Member's estate or the terms of the transferee trust pursuant to Section 8.04.A, or (y) purchase the deceased Member's or permitted transferee's Membership Interest, at a price equal to the fair market value of the subject Membership Interest. For purposes of this Section 8.04.B, the fair market value of the subject Membership Interest shall be deemed to be the value reported on any estate tax return

filed with respect to such deceased Member, or, if no estate tax return has been filed within fifteen (15) months of the deceased Member's death, the value as determined by an appraiser selected by mutual agreement of the deceased Member's successor(s) in interest and the remaining Members. In the event that the permitted transferee(s) and the remaining Members cannot agree upon an appraiser, the fair market value of the subject Membership Interest shall be determined by averaging one appraisal obtained by the deceased Member's successor(s) in interest and one appraisal obtained by the remaining Members. If the remaining Members elect to purchase the deceased Member's or permitted transferor's Membership Interest, the remaining Members may do so by paying twenty percent (20%) in cash at the closing, with the remaining consideration paid via promissory note payable over three (3) years, with interest accruing at a rate of four percent (4%) per annum.

#### 8.05 Right of First Refusal.

A. Any Member that desires to sell, assign, or otherwise Transfer all or any portion of their Interest (each, a "Selling Member") to a third party purchaser, for consideration, shall obtain from such third party purchaser a bona fide written offer to purchase such Membership Interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor (the "Offer Notice"). The Selling Member shall give written notification to each of the other Members (the "Non-Selling Members"), by certified mail or personal delivery, of his or her intention to Transfer such interest, furnishing to the Non-Selling Members a copy of the Offer Notice.

B. The Non-Selling Members, on a basis determined by his or her respective Percentage Interest basis ( i.e., so that each Non-Selling Member shall have the right to purchase a portion of the Selling Member's interest equal to such Non-Selling Member's Percentage Interest), shall have the right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the Offer Notice by giving written notification to the Selling Member and each other Non-Selling Member, by certified mail or personal delivery, of their intention to do so within thirty (30) days after receiving the Offer Notice. The failure of any Non-Selling Member to so notify the Selling Member of his or its desire to exercise this right of first refusal within said thirty (30) day period shall result in the termination of his or its right of first refusal. In the event that any of the Non-Selling Members exercises his or its right of first refusal, but one or more of the other Non-Selling Members fail to exercise its, his or their rights of first refusal, the Non-Selling Members who exercised their rights of first refusal shall have fifteen (15) additional days in which to consider purchasing the balance of the Selling Member's interest and if more than one Non-Selling Member elects to purchase the balance of the Selling Member's interest, the Non-Selling Members so electing shall purchase a portion of such balance determined by dividing their Percentage Interest in the Company by the total Percentage Interests in the Company of the Non-Selling Members so electing to purchase the balance of the Selling Member's Interest. In the event that all of the Selling Member's Interest is not purchased by the Non-Selling Members in accordance herewith, the Selling Member shall be entitled to consummate the sale of his or her Interest in the Company to such third party purchaser within ninety (90) days after expiration of the thirty (30) day period and (if applicable) the fifteen (15) day period set forth herein, on the terms and conditions set forth in the Offer Notice.

C. In the event that Non-Selling Members (or any one or more of them) give written notice to the Selling Member of their desire to exercise their right of first refusal and to purchase all of the Selling Member's Interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the Offer Notice, such Non-Selling Members

shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within ninety (90) days after their receipt from the Selling Member of the Offer Notice.

## ARTICLE IX DISSOLUTION

9.01 Dissolution. The Company shall dissolve and its affairs shall be wound up upon the first to happen of any of the following events:

- A. a sale of all or substantially all of the Company's assets; or
- B. the Members' determination that it is in the Company's best interest to dissolve.

9.02 Liquidation. Upon dissolution of the Company and the abandonment of further intention of utilizing the properties or business of the Company, the assets of the Company shall be liquidated as promptly as practicable. The provisions of this Section 9.02 shall be subject to the rights of the Members or their successor(s) to continue the business of the Company for the purpose of liquidating and winding up the affairs of the Company. During the liquidation of the Company, the Members shall determine whether or not any asset is suitable for distribution in kind. In liquidating the assets of the Company, all assets of a salable value that the Members determine are not suitable for an equitable distribution in kind, shall be sold at public or private sale, as the Members may deem advisable. It is agreed that any Member may purchase said assets at said sale. The Member shall give at least fifteen (15) days prior written notice (in which the assets to be sold and the time, date, location and condition of sale shall be specified) to the remaining Members of any such liquidating sale of all or any part of the Company's assets. Upon liquidation of the assets of the Company, the cash proceeds from the sale of Company assets and the other unliquidated assets of the Company shall be applied in the following order of priority:

A. First to the payment, to the extent required by any lender or creditor, excluding Members who are creditors, of all debts, obligations and liabilities of the Company owing to such lenders or creditors and to the payment of taxes then due and payable and after payment of the foregoing and establishing reserves as set forth in the next sentence for items which may be payable to third parties other than Members, to the payment of debt obligations and liabilities of the Company owing to Members who are creditors. Should there be any contingent debts, commitments, obligations or liabilities, a reserve shall be set up to meet such items, and if and when or to the extent that said contingency shall cease to exist, the moneys or other assets, if any, in reserve, shall be distributed as hereinafter provided in this Section 9.02; and

- B. Then, to the Members, as provided in Section 6.03.

9.03 Final Accounting. Upon dissolution and liquidation, a statement shall be prepared and sent to each Member within sixty (60) days after liquidation setting forth the assets and liabilities of the Company.

9.04 Certificate of Cancellation. Not later than thirty (30) days following the dissolution and winding up of the Company, the Members or their successor(s) shall file or cause to be filed a Certificate of Cancellation with the Secretary of the Commonwealth in accordance with the Act.

ARTICLE X  
LIMITATION OF LIABILITY AND INDEMNIFICATION

10.01 Limitation of Liability. No Member (or any Member's Affiliates, agents, officers, partners, members, managers, employees, representatives, directors or stockholders), (each an "Indemnatee") shall be personally liable to the Company or any of its Members for monetary damages for breach of fiduciary duty except to the extent that exemption from liability or limitation thereof is not permitted under the Act as in effect at the time such liability or limitation thereof is determined. No Indemnatee shall be personally liable as such for the debts, obligations or liabilities of the Company or any of its Members, whether arising from contract, tort or otherwise, solely by reason of such position. No Indemnatee shall be liable to any Member for any action taken or omitted to be taken by such Indemnatee with respect to the Company, including any grossly negligent act or any grossly negligent failure to act, except in the case of such Indemnatee's own willful malfeasance, fraud, criminal conduct, or willful violation of this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Indemnatee. The Members may consult with legal counsel, accountants and other independent consultants reasonably selected in good faith in respect to Company affairs, and the Members shall be fully protected and justified in any action or inaction taken or omitted in reliance upon advice from such professionals. No amendment, modification or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any Indemnatee occurring prior to such amendment, modification or repeal.

10.02 Indemnification.

A. Each Indemnatee who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness; such included acting capacities, collectively, "Participation") in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such Indemnatee is or was a Member of the Company or is or was serving at the request of the Company as a manager, director, officer or employee, including service with respect to an employee benefit plan, shall be indemnified, defended and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all attorneys' and other professionals' fees and expenses associated with the Indemnatee's Participation in any Proceeding ("Expenses"), and all other liability and loss (including disbursements, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnatee in connection therewith (collectively, including Expenses, "Damages"); provided, however, that, except as provided in Section 10.02C with respect to proceedings to enforce rights to indemnification or as otherwise required by law, the Company shall not be required to indemnify or advance Expenses to any Indemnatee in connection with a proceeding (or part thereof) initiated by such Indemnatee unless such proceeding (or part thereof) was authorized by the Members.

B. Subject to Section 10.03, the right to indemnification conferred in Section 10.02A shall include the right to be paid by the Company the Expenses incurred in the Indemnatee's Participation in any such Proceeding in advance of its final disposition. The rights to indemnification and to advancement of Expenses conferred in Section 10.02A and this Section 10.02B shall continue as to an Indemnatee who has ceased to be a Member, employee or agent, and such rights shall inure to the benefit of such Indemnatee's heirs, executors and administrators. Any repeal or modification of any of the provisions of this Section 10.02 shall not



adversely affect any right of protection of an Indemnatee existing at the time of such repeal or modification.

C. If a claim under Section 10.02A or Section 10.02B is not paid in full by the Company or, under any directors and officers liability insurance as may be maintained by the Company, within sixty (60) days after a written claim has been received by the Company, except in the case of a claim for an advancement of Expenses, in which case the applicable period shall be thirty (30) days, the Indemnatee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the Indemnatee shall also be entitled to be paid the Expenses of prosecuting or defending such suit. The Indemnatee's failure to meet any applicable standard for indemnification set forth in the provisions of this Article X or in the Act, (i) shall be a defense in any suit brought by an Indemnatee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnatee to enforce a right to an advancement of Expenses) and (ii) shall, upon a final, unappealable adjudication thereof, entitle the Company to recover an advancement of Expenses pursuant to the terms of an undertaking in any suit brought by the Company seeking such recovery. Neither the failure of the Company (including independent legal counsel, or the Members) to have made a determination prior to the commencement of such suit that indemnification of an Indemnatee is proper in the circumstances because such Indemnatee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Company (including independent legal counsel, or the Members) that such Indemnatee has not met the applicable standard of conduct, shall create a presumption that such Indemnatee has not met the applicable standard of conduct, or in the case of such a suit brought by such Indemnatee, be a defense to such suit. In any suit brought by an Indemnatee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that such Indemnatee is not entitled to be indemnified, or to such advancement of Expenses, under this Section 10.02 or otherwise shall be on the Company.

D. The rights to indemnification and to the advancement of Expenses conferred in this Section 10.02 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute or agreement or any vote of the Members.

E. The Company may maintain insurance, at its expense, to protect itself and any Member, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Act.

F. The Company may, to the extent authorized by the Members, grant rights to indemnification and to the advancement of Expenses to any employee or agent of the Company to the fullest extent of the provisions of this Section 10.02 with respect to the indemnification and advancement of Expenses of the Members of the Company.

#### 10.03 Indemnification Procedures and Advancement for Payment.

A. Advance Payment of Expenses. The Company will pay the Expenses of an Indemnatee in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against an Indemnatee is undertaken pursuant to any directors and officers liability insurance maintained by the Company. The advance payment of Expenses will be

subject to any such Indemnitee first agreeing in writing with the Company to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim.

B. Exclusions. The Company will not be liable to pay any Damages in connection with any of the following claims (an "Excluded Claim"):

(i) For which payment is actually made to or on behalf of an Indemnitee (in respect and to the extent of such Damages) under such directors and officers liability insurance policy as may be maintained by the Company (except for any deductible under, or excess beyond the amount covered by such insurance);

(ii) For which an Indemnitee is otherwise indemnified or reimbursed (and payment or reimbursement is made to or on behalf of such Indemnitee);

(iii) With respect to a Proceeding in which a final non-appealable judgment or other final non-appealable adjudication determines that such Indemnitee is liable to the Company for acts or omissions in bad faith or which involve intentional misconduct or knowing violation of law; or

(iv) If a final non-appealable judgment or other final adjudication determines that such payment is unlawful.

C. Notice to Company; Insurance. Promptly after receipt by an Indemnitee of notice of the commencement of or the threat of commencement of any Proceeding, such Indemnitee will, if indemnification with respect thereto may be sought from the Company under this Article X, notify the Company of the commencement thereof. If, at the time of the receipt of such notice, the Company has any directors and officers liability insurance in effect, the Company will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in such policy or policies.

D. Indemnification Procedures.

(i) Payments on account of the Company's indemnity against Damages will be subject to the Company first determining that the Damages result from a claim which is not an Excluded Claim. Such determination will be made by the Members if they are not at the time, a party to the proceeding, and if the Members are parties to such proceeding, then such determination will be made by the unanimous vote of all the Members, and any such determination shall be binding upon the Company. The determination required by this Section 10.03D(i) shall be made within twenty (20) days of an Indemnitee's written request for payment of Damages, and if it is determined that the Damages do not relate to an Excluded Claim, payment shall be made forthwith thereafter.

(ii) Payment of an Indemnitee's Expenses in advance of final disposition of any Proceeding shall be made, from time to time, within twenty (20) days of an Indemnitee's written request therefore. From time to time, prior to the payment of Expenses, the Company may but is not required to, determine (in accordance with Section 10.03D(i) above) whether the Expenses claimed may reasonably be expected, upon final disposition of the Proceeding, to relate to an Excluded Claim. If such a determination is pending, payment of such Indemnitee's Expenses may be delayed up to

thirty (30) days after such Indemnitee's written request, and if it is determined that the Expenses do not relate to an Excluded Claim, payment shall be made forthwith thereafter.

E. Settlement. The Company will have no obligation to indemnify an Indemnitee under this Article X for any amounts paid in settlement of any Proceedings effected without the Company's prior written consent. The Company will not unreasonably withhold or delay its consent to any proposed settlement. The Company may consent to a settlement subject to the requirement that a determination thereafter will be made as to whether the Proceeding involved an Excluded Claim or not.

10.04 Amendment, Modification or Repeal. No amendment, modification or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any Indemnitee occurring prior to such amendment, modification or repeal.

## ARTICLE XI MISCELLANEOUS

### 11.01 Tax Matters Partner.

A. Kevin T. Munro shall be the "Tax Matters Partner" for the Company as defined in § 6231(a)(7) of the Code. The Tax Matters Partner shall have all of the rights, duties, obligations, and powers of a Tax Matters Partner, as so defined, set forth in §§ 6221 through 6233 of the Code. From the date hereof, the Tax Matters Partner shall be designated as the partnership representative with sole authority to act on behalf of the Company, with all of the rights and duties provided for in subchapter B, chapter 63 of the Code. For such period and for all subsequent years, the Tax Matters Partners shall cause the Company, to the extent it is eligible, to opt out of the application of Subchapter C, Chapter 63 of the Code by annually making the election under Section 6221(b) filed with the Company's tax return. Each Member agrees to treat its ownership interest in the Company in a manner consistent with that prescribed by the Tax Matters Partner with respect to all federal, state and local tax matters.

B. The Tax Matters Partner shall promptly notify the Members if any tax return of the Company is audited and upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. Without the consent of a majority of the other Members, the Tax Matters Partner shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any federal, state, local or foreign taxing authority.

C. The Tax Matters Partner may, in his discretion, by delivering a written demand therefor to any Member or former Member, require the Member or former Member to make a payment of immediately available funds in such amount that the Tax Matters Partner reasonably determines is required by the Company to discharge its withholding tax or other tax liability in respect of such Member, including without limitation any tax imputed to the Company pursuant to Code Section 6225.

11.02 Notices. Any notices required to be given hereunder shall be effective five (5) days after being mailed, postage prepaid, to the Company at its principal place of business as set forth in Section 1.03 hereof and to the Members at their last known addresses appearing on the records of the Company.

11.03 Governing Law. The provisions of this Agreement shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts.

11.04 Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

11.05 Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

11.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs, assigns, and legal representatives.

11.07 Severability. If any provision of this Agreement is determined by a court to require the Company to perform or to fail to perform an act which is in violation of applicable law, this Agreement shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Agreement shall be enforceable in accordance with its terms.

11.08 Counterparts. This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart, provided, however, that no such counterpart shall be binding on the Company unless accepted in writing by the Members.

11.09 Amendment. This Agreement may be amended by the Members, provided, however, that the Members may not amend this Agreement in any manner that increases the liability of any Member or that adversely affects the economic interests of any Member without the consent of such Member. In addition, each Member hereby consents to any amendment of this Agreement necessary or desirable to comply with any applicable law or regulation or to protect the limited liability of the Members.

11.10 Investment Representation. Each Member does hereby represent and warrant by the signing of this Agreement that

A. the Membership Interest acquired by them was acquired for investment purposes only and without the intent toward further resale or distribution thereof within the meaning of the Securities Act of 1933;

B. they are qualified by their personal experience to analyze the risks and the advantages and disadvantages of an investment in such Membership Interest or have relied upon professional advisers with respect to making his investment;

C. they have not relied on the advice of any other Member in making his investment decision; and

D. they will not sell, transfer, exchange or otherwise dispose of their Membership Interest except in compliance with the then applicable rules and regulations of any governmental authority with jurisdiction over such disposition.

11.11 Binding Effect; Reliance and Conflict. It is the express intention of the Members that this Agreement shall be the sole source of agreement among the parties hereto, and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Treasury Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall

govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members hereby agree that each Member shall be entitled to rely on the provisions of this Agreement, and no Member shall be liable to the Company or to any Member for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Members, and the Company hereby agree that the duties and obligations imposed on the Members of the Company as such shall be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

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**MEMBERS:**

  
Kevin T. Munro

  
Brian E. Munro

  
Dean A. Munro

Dean A. Munro

**SCHEDULE A**

Names, Addresses, Capital Contributions  
and  
Percentage Interest of Members in **MUNRO ASSOCIATES LLC**

Names and Addresses of Member	Capital Contributions	Percentage Interest
Kevin T. Munro 250 Bay Point Road Swansea, MA 02777	\$10,000	33.33%
Brian E. Munro 250 Bay Point Road Swansea, MA 02777	\$10,000	33.33%
Dean A. Munro 250 Bay Point Road Swansea, MA 02777	\$10,000	33.33%
<b>Total</b>	<b>\$30,000</b>	<b>100%</b>



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

mass.gov/dor

Letter ID: L1829472320  
Notice Date: November 27, 2019  
Case ID: 0-000-743-364



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MUNRO ASSOCIATES LLC  
250 BAY POINT RD  
SWANSEA MA 02777-1402

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, MUNRO ASSOCIATES LLC 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](http://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



William Francis Galvin  
Secretary of the  
Commonwealth

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

November 19, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**MUNRO ASSOCIATES LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 17, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **DEAN A. MUNRO, KEVIN T. MUNRO, BRIAN E. MUNRO**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DEAN A. MUNRO, KEVIN T. MUNRO, BRIAN E. MUNRO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEAN A. MUNRO, KEVIN T. MUNRO, BRIAN E. MUNRO**

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





### **PLAN FOR OBTAINING LIABILITY INSURANCE**

Munro Associates LLC (“Munro Associates”) has contracted 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 is no higher than \$5,000 per occurrence. Munro Associates will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Munro Associates 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. Munro Associates will keep reports documenting compliance with 935 CMR 500.105(10).



## **BUSINESS PLAN**

### **Business Plan Executive Summary**

Munro Associates LLC's ("Munro Associates") strategy is predicated on the foundation of the "Triple Bottom Line" approach to business. This method measures success in a holistic manner by evaluating the company's impact in totality on the Community, the Environment and its Profits. Munro Associates believes that as an organization we must have a positive influence on all three facets in order to be a successful company. Munro Associates 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.

Munro Associates is currently registered to do business in the Commonwealth as a domestic limited liability company and will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue. Munro Associates will apply for all state and local permits and approvals required to renovate and operate the facility.

Munro Associates 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. The following is a summary of our business plan:

### **Customer-Centric Dispensary Locations**

We have used population, target customer concentrations, and usage data from existing cannabis markets to forecast the total Massachusetts cannabis customer population while incorporating a conservative ramp up period. The assumption of a conservative ramp up period in the financial model is a key fundamental to prudent financial planning. By starting with conservative forecasts, we ensure the financial strength of the entire program by making sure we have enough initial capital to cover any "downside scenario."

### **Cost Effective Operations**

Our partners and core team have extensive experience in the cannabis industry and other industries with realization of project timelines ahead of schedule and under budget. This results in lower start-up costs and less overall need for expensive working capital. Our cultivation partner Nature's Remedy of MA, Inc. ("Nature's Remedy") has built an "off the electric grid" cultivation facility which allows them to be environmentally sustainable while dually producing at a lower cost per pound than industry standards.

### **Socially Responsible Employment Practices**

Munro Associates is a firm believer in hiring a diverse and inclusive work force that is paid a living wage with both health and dental benefits. Our employee partners are the backbone of Munro Associate's success. We strongly believe compensation should allow employees to live



successfully in their local community. The following are some of the benefits Munro Associates will be offering to our employees:

- A living wage ranging from \$16 to \$20 per hour to start based on experience which, in a two-person household both employed by Munro Associates at \$20.00 per hour their household income would exceed the average Massachusetts household income by approximately \$7,000;
- All employee partners will be offered the opportunity to enroll in the company subsidized health and dental insurance programs;
- Paid time off and sick leave;
- Annual paid vacation time;
- Continuing education classes in the cannabis industry; and
- Munro Associates will also eventually offer a 401K retirement plan.

### **Dispensary Population and Utilization Data**

Munro Associates performed an extensive population density analysis to determine the optimal sites for each of its dispensary locations. Using established cannabis markets as benchmarks, we created a series of algorithms that forecast cannabis usage based on populations of potential host municipalities. These algorithms are also able to predict the amount of dispensaries a given town can support.

Based on established usage data in Colorado, a city with a population of approximately 100,000 people would consume 20,000 lbs. of cannabis annually (demonstrated in the table below). Taking these metrics and inserting them into a formula, we are able to determine how viable each town/city in Massachusetts would be for a dispensary operation based on the number of dispensaries allowed in that given town/city.

For example, a city with a population of 100,000 people with 5 dispensaries would be a favorable host for a dispensary. However, the same size city with 10 dispensaries would fall into the unfavorable category. We also peel back the data deeper by analyzing age, household income and density in certain parts of the city or town to further determine the optimal siting profile.

	<u>Population</u>	<u>Lbs. consumed</u>	<u>Avg selling \$/lbs.</u>	<u>Dispensaries Supported Rev/Disp. (MIL\$)</u>				
				<u>\$6</u>	<u>\$7</u>	<u>\$8</u>	<u>\$9</u>	<u>\$10</u>
CO	100,000	20,000	\$4,000	13	11	10	9	8
MA	100,000	20,000	\$6,000	20	17	15	13	12

It is Munro Associates' plan to open 3 adult use dispensaries in 2019. These dispensaries will be professionally laid out and comprised of high-quality materials that effectuate the environment of a high-end retail store. Security personnel will be located in the parking lot as well as the interior of the facility.



### **Cultivator/Wholesale Partner with the Optimal Yield/Cost Ratio: Tri-Generation**

Munro Associates' cultivation and wholesale partner is Nature's Remedy. Nature's Remedy's objective is to make their products as cost effectively as possible, and their cultivation approach and resulting yields are an integral part of achieving these strategic goals.

A hallmark of Nature's Remedy's cultivation technique is superior cultivated grams per square foot of flowering canopy. Nature's Remedy's world class cultivation facility, located in Lakeville, Massachusetts, provides environmental conditions mirroring that of a clean room, optimizing the plants' genetic capability. If interested, we would gladly provide the Board of Selectmen and any other interested Town officials with a tour of our cultivation partner's facility.

In addition to producing quality marijuana and marijuana products, Nature's Remedy is also a firm believer in minimizing the company's environmental footprint. To minimize environmental impact on the community, Nature's Remedy is proud to showcase their 100% off-the-grid facility, which will be operated by a tri-generation system. These systems have won accolades throughout the world in multiple areas of business, from European hotels to Australian hospitals, and stand at the forefront of modern innovation and technology in the green energy space. Nature's Remedy is excited to bring the Commonwealth of Massachusetts into the international spotlight as a location utilizing this energy source in large scale production of cannabis.

Tri-generation is the simultaneous production of electricity and heat with the additional transfer of thermal energy to provide both heating and cooling at virtually no tax to the local power grid. Nature's Remedy is proud to note that the Commonwealth of Massachusetts has designated this tri-generation system a "Clean Resource" per the Green Communities Act of 2008.

Through their tri-generation system, Nature's Remedy will initially generate all of the facility's electricity from natural gas generators. The heat from the generators will be captured and run through a lithium bromide (salt water) absorber that converts the heat into chilled water which is used for cooling the individual grow rooms. The heat not used in the water-cooling process will be recycled into the facility to heat the rooms during colder months.

In phase 2 of the company's build out, the Cultivation Facility will capture the CO<sub>2</sub> from the generators and use it in the flowering rooms to aide in the plants' photosynthesis processes. By generating these items in-house and off-the-grid, Nature's Remedy will be able to produce their products in both an environmentally sound and economically sustainable cost structure.

### **Ensuring Continuous Supply**

Nature's Remedy's cultivation facility is comprised of approximately 50,000 square feet with a capacity to produce approximately 20,000 pounds of cannabis annually. The company will utilize a technique that involves staggering their plantings and closely monitoring consumer



demand and the maturity of their plants to ensure that they are able to have a “rolling harvest”. A rolling harvest creates a consistent supply of cannabis to customers. The nature of this method also ensures less product will be stored for long periods of time, resulting in higher quality products and more consistent supply.

## Financial Projections

### Projected 3 Year Income Statements - Munro Associates Retail Dispensary

#### Projected 3 Year Income Statements - Munro Associates

	2019	2020	2021
Revenue	\$500,000	\$7,000,000	\$8,000,000
COGS	250,000	3,500,000	4,000,000
Tax	86,500	1,211,000	1,384,000
HCA/ Charitable Contributions	17,500	245,000	280,000
Profit before SG&A	146,000	2,044,000	2,336,000
<u>SG&amp;A</u>	468,047	1,666,811	1,682,920
Net Income	\$(322,047)	\$ 377,189	\$ 653,080

As evidenced by the above financial statement, Munro Associates is forecasting robust revenues for years 2 and 3. Based on uncertainty regarding timing of approvals in 2019 we have forecasted a conservative revenue for our initial partial year of business. These projections are largely attributable to the measured approach in town and site selection, our relationship/partnership with Nature’s Remedy (their state-of-the-art cultivation facility and operations consultant), and tightly managed cost controls all of which are bolstered by a highly trained and efficient staff.

## Logo

Munro Associates will develop a logo to be used in labeling, signage, and other 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.



## **Team**

Munro Associates has put together a team to implement the operations of the Marijuana Establishment and intends to create 10-15 full-time staff positions within the first three years of operation. No individual on the Munro Associates team is a controlling person with more than three licenses in a particular class of license.

### **Kevin Munro – Manager and Owner**

After graduating from the University of San Diego with a degree in Accounting, Kevin attended Boston College's evening MBA program while working at Lend Lease (formerly Boston Financial) during the day. In 1999 Kevin returned to the family business – Munro Distributing – starting in sales and later served as Controller and Chief Financial Officer.

In 2005 Kevin and his three brothers purchased their family company, Munro Distributing, from their father. During the next 8 years, until it was sold in 2013, the company experienced tremendous growth, expanding from 5 locations in 2 states to 12 locations in 5 states and nearly quadrupling annual revenue.

### **Brian Munro – Manager and Owner**

Brian attended Coyne Electrical School in Boston, MA then worked as an electrician's apprentice for 4 years. From there he went back to work for the family business (Munro Distributing) running the warehouse, counter sales and inside sales in Fall River, MA.

In 1995, the company experiencing rapid expansion and opened their third location in Taunton, MA. Brian managed that location for several years, until the business relocated to Raynham, MA, where he managed the Energy Department for over 15 years and was responsible for managing \$100 million in annual sales.

In the Energy Department, Brian and his team worked closely with National Grid and NSTAR in their energy conservation programs as well as many other electrical utility companies around the country. Their main focus was to provide these utility customers with the best service in energy conservation.

### **Dean Munro– Manager and Owner**

Dean attended Northeastern University for Business Administration and started working in Munro Distributing doing counter sales, working his way up to Buyer, Purchasing Manager and finally Vice President of Purchasing. Here he specialized in the energy savings division where he managed several national accounts including Sylvania, GE, and Phillips.

### **Mike Botelho – President and Dispensary General Manager**



Mike holds a bachelor's degree in Finance and a Master of Business Administration in Operations Management from Bryant University. Mike started at Acushnet Co. as an hourly manufacturing associate, where he became familiar with the manufacturing process. From there, he transitioned into a production planning position where he learned the how to navigate the computer system that ran the operation.

His proficiency in system knowledge, a degree in finance, and solid understanding of the operation made him a perfect fit for the Plant Accountant, a position he held for several years.

After leaving Acushnet for a brief time he returned to be a Senior Production Supervisor managing close to 50 hourly associates. As the company embarked on a project to install a new company wide computer system, he was chosen to represent the Ball Operation Division. That project took him to multiple countries where he worked with the local associates to design and implement the new system as well as train the users. This led to his position of Lead Business Systems Integrator where he managed projects related to the existing company-wide computer systems and other new digital projects.



### **PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS**

Munro Associates LLC (“Munro Associates”) 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 Munro Associates receives all necessary licenses and approvals to co-locate medical and adult-use operations at the facility, Munro Associates will abide by the following policies to separate its medical and adult-use operations:

Munro Associates 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, Munro Associates 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), Munro Associates 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 Munro Associates’ 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 Munro Associates location and transferable to Munro Associates’ s retailer location within 48 hours. Munro Associates 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, Munro Associates 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.

Munro Associates 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.



### **PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER**

Pursuant to 935 CMR 500.050(5)(b), Munro Associates LLC (“Munro Associates”) 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 Munro Associates 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 Munro Associates 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). Munro Associates 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), Munro Associates 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. Munro Associates 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. Munro Associates 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), Munro Associates 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. Munro Associates’ 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).



## **QUALITY CONTROL AND TESTING**

### **Quality Control**

Munro Associates LLC (“Munro Associates”) will comply with the following sanitary requirements:

1. Any Munro Associates 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 prepared, 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 Munro Associates 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. Munro Associates’ 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 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. Munro Associates’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Munro Associates 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. Munro Associates’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Munro Associates’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Munro Associates’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Munro Associates will ensure that all contact surfaces, including utensils and equipment, 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. Munro Associates will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Munro Associates' 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. Munro Associates will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Munro Associates 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. Munro Associates 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.

Munro Associates' 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).

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

Munro Associates 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 Munro Associates 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

Munro Associates 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 Munro Associates' 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 Munro Associates'

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.

Munro Associates' 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.

Munro Associates 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 Munro Associates' 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 Munro Associates for disposal or by the Independent Testing Laboratory disposing of it directly.



## **RECORDKEEPING PROCEDURES**

### **General Overview**

Munro Associates LLC (“Munro Associates”) 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 Munro Associates documents. Records will be stored at Munro Associates 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 Munro Associates 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 Munro Associates’ quarter-end closing procedures. In addition, Munro Associates’ 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 Munro Associates, 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 Munro Associates 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 and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - Munro Associates 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
  - Munro Associates 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 all marijuana and 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, Munro Associates 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 Munro Associates 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, Munro Associates 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 Munro Associates agents present during the disposal or handling, with their signatures. Munro Associates 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
  - Munro Associates 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 Munro Associates closes, all records will be kept for at least two (2) years at Munro Associates' expense in a form (electronic, hard copies, etc.) and



location acceptable to the Commission. In addition, Munro Associates 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 Munro Associates' 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 Munro Associates' 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, as applicable, 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 Munro Associates 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 Munro Associates, 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 Munro Associates' website.
  - Policies and procedures for the handling of cash on Munro Associates 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

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



### **MAINTAINING OF FINANCIAL RECORDS**

Munro Associates LLC's ("Munro Associates") 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;
  - 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; and
- 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.



## **QUALIFICATIONS AND TRAINING**

Munro Associates will ensure that all employees hired to work at a Munro Associates 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.

Munro Associates will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Munro Associates discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Munro Associates 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 Munro Associates' 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 Munro Associates' 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. Munro Associates' new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Munro Associates' owners, managers, and employees will then successfully complete the program once every year thereafter. Munro Associates 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. Munro Associates' 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, Munro Associates' 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.





## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### **Overview**

Munro Associates, LLC (“Munro”) will securely maintain personnel records, including registration status and background check records. Munro 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 Munro 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.

### **Agent Background Checks**

- In addition to completing the Commission’s agent registration process, all agents hired to work for Munro will undergo a detailed background investigation prior to being granted access to a Munro facility or beginning work duties.

- Background checks will be conducted on all agents in their capacity as employees or volunteers for Munro 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, Munro 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, Munro 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, Munro 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;
    - 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 Munro or the Commission.

#### Personnel Policies and Training

As outlined in Munro'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 Munro agents are required to complete training as detailed in Munro's Qualifications and Training plan which includes but is not limited to the Munro'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).

Munro 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 Munro 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.



## **DIVERSITY PLAN**

### **Overview**

Munro Associates LLC (“Munro Associates”) 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 who identify as LGBTQ+.

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

### **Goals**

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

1. Hiring and retaining a talented staff of employees that represent the diverse groups living in Massachusetts; and
2. To strengthen accountability and evaluation by assigning major responsibility to managers and supervisors in each department.

### **Programs**

Munro Associates has developed specific programs to effectuate its goal of hiring 25 percent<sup>1</sup> of its staff from a diverse population, and specifically best efforts at hiring 15 percent that are women and/or minorities and 10 percent of its employees that identify as veterans, LGBTQ, or with a disability. Specific programs include the following:

1. Advertising employment opportunities in diverse publications including bilingual media, networking groups for those who identify with the above-listed demographics, and posting job options on public boards, as positions open up, but no less than annually;
2. Providing briefings to representatives from recruitment sources tailored to individuals falling in the above-listed demographics concerning current and future job openings; and
3. Encouraging employees to refer applicants from diverse groups for employment.

<sup>1</sup> The above goals and percentages were provided at the Commission’s request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Munro’s efforts for hiring a diverse workforce; however, Munro is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

### Measurements

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

- Employee data, including the number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation since initial licensure;
- Number of postings in diverse publications or general publications with supporting documentation on an annual basis;
- Number and subject matter of trainings held and the number of individuals falling into the above-listed demographics in attendance; and
- A comprehensive description of all efforts made by Munro Associates to monitor and enforce the Plan.

Beginning upon receipt of Munro Associates' Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Munro Associates 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 President and General Manager will review and evaluate Munro Associates' measurable outcomes no less than annually to ensure that Munro Associates is meeting its commitments. Munro Associates is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

### Acknowledgements

- Munro Associates 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 Munro Associates will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.