



## Massachusetts Cannabis Control Commission

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281488  
Original Issued Date: 02/18/2022  
Issued Date: 02/18/2022  
Expiration Date: 02/18/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Morando Brands LLC

Phone Number: 617-908-0594      Email Address: e.morando@morandobrand.com  
Business Address 1: 319 Newburyport Turnpike STE 002 & 003      Business Address 2:  
Business City: Rowley      Business State: MA      Business Zip Code: 01969  
Mailing Address 1: 87 Main Street      Mailing Address 2:  
Mailing City: North Reading      Mailing State: MA      Mailing Zip Code: 01864

### 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: 50      Percentage Of Control: 100  
Role: Manager      Other Role:  
First Name: Edward      Last Name: Morando      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: ITALIAN	

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control:	
Role: Other (specify)	Other Role: None - Disabled -Wife of owner	
First Name: Anne	Last Name: Morando	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity: Italian		

#### 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: Edward	Last Name: Morando	Suffix:
Types of Capital: Debt	Other Type of Capital:	Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 50
Capital Attestation: Yes		

##### Individual Contributing Capital 2

First Name: Anne	Last Name: Morando	Suffix:
Types of Capital: Debt	Other Type of Capital:	Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 50
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: Edward	Owner Last Name: Morando	Owner Suffix:
Entity Legal Name: Big Foot Management, LLC		Entity DBA:
Entity Description: Marijuana Product Manufacturer		
Entity Phone: 617-908-0594	Entity Email: e.morando@morandobrand.com	Entity Website:
Entity Address 1: 27702 Crown Valley Pkwy, Ste D4 #195		Entity Address 2:
Entity City: Ladera Ranch	Entity State: CA	Entity Zip Code: 92694 Entity Country: USA
Entity Mailing Address 1: 27702 Crown Valley Pkwy, Ste D4 #195		Entity Mailing Address 2:
Entity Mailing City: Ladera Ranch	Entity Mailing State: CA	Entity Mailing Zip Code: 92694 Entity Mailing Country: USA

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 319 Newburyport Turnpike Units 002/003

Establishment Address 2:

Establishment City: Rowley

Establishment Zip Code: 01969

Approximate square footage of the Establishment: 2700

How many abutters does this property have?: 10

Have all property abutters have 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
Community Outreach Meeting Documentation	CCC Host Agreement Certification Form Morando Brands 9 17 18.pdf	pdf	5bbb583e2d28790c50080a4b	10/08/2018
Community Outreach Meeting Documentation	OUTREACH CERTIFICATION.pdf	pdf	5bbb59483fbe330c461d13a3	10/08/2018
Plan to Remain Compliant with Local Zoning	Statement to Maintain Compliance Signed.pdf	pdf	5c54bdab2724e81b52558c5b	02/01/2019
Plan to Remain Compliant with Local Zoning	rOWLEY cERT OF VOTE.pdf	pdf	5e71250bd29ad935715931b4	03/17/2020
Community Outreach Meeting Documentation	Item 05a Outreach Email Response.pdf	pdf	614a9769f6892707b40e0b9d	09/21/2021
Plan to Remain Compliant with Local Zoning	Item 07a Local Zoning Compliance.pdf	pdf	614a9826604619079ab7a040	09/21/2021
Plan to Remain Compliant with Local Zoning	sPECIAL PERMIT PAGE 4.pdf	pdf	6161fed51a091169359107db	10/09/2021
Plan to Remain Compliant with Local Zoning	SPECIAL PERMIT PAGE 3.pdf	pdf	6161fee63d1a3f6867ed35c9	10/09/2021
Plan to Remain Compliant with Local Zoning	Rowley Fire Dept.pdf	pdf	616200c01a091169359107df	10/09/2021
Plan to Remain Compliant with Local Zoning	Rowley Cert of Occupancy.pdf	pdf	616200cf92505868ec66a84b	10/09/2021
Community Outreach Meeting Documentation	Rowley Outreach Public Library.pdf	pdf	616f2b2c3d1a3f6867ed6e6e	10/19/2021
Community Outreach Meeting Documentation	Attachment A Rowley Public.pdf	pdf	616f2b5e269fa76914230632	10/19/2021
Community Outreach Meeting Documentation	Attachment B Rowley.pdf	pdf	616f2b72734f4a69091d4e33	10/19/2021
Community Outreach Meeting Documentation	Rowley Outreach Meeting.pdf	pdf	616f2bb5c28c0968f384aff1	10/19/2021
Plan to Remain Compliant with Local Zoning	Host Community Information.pdf	pdf	61843c002c8fa137b9c774bc	11/04/2021
Plan to Remain Compliant with Local Zoning	Host Community Agreement.pdf	pdf	61844340703abe37a3ab3057	11/04/2021

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Item 04 Positive Impact r 11-12-20.pdf	pdf	618eaec251c4da37cbfb9e5e	11/12/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Other (specify) Other Role: Owner/Manager  
First Name: Edward Last Name: Morando Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 2

Role: Owner / Partner Other Role:  
First Name: Anne Last Name: Morando Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization.pdf	pdf	5c7ffc573d84de123a612929	03/06/2019
Bylaws	Morando - Revised Operating Amendment.pdf	pdf	5c828be41e71bd126232d015	03/08/2019
Department of Revenue - Certificate of Good standing	dor certificate 2021.pdf	pdf	6148f410179a26079c9e5762	09/20/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standings 2021.pdf	pdf	6148f7f5179a26079c9e5774	09/20/2021
Bylaws	By Laws.pdf	pdf	614a2a6cf076f507dc7e0868	09/21/2021
Bylaws	By Law signature page.pdf	pdf	614a2c42e4062c07dab7a93b	09/21/2021

No documents uploaded

Massachusetts Business Identification Number: 001193945

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Plan for Liability Insurance	Certificate of Liability Insurance.pdf	pdf	5c520a9dc4b7a71b66d0fcc8	01/30/2019
Plan for Liability Insurance	Liability Insurance.pdf	pdf	614a09677cede707aacb1550	09/21/2021
Business Plan	Morando Brands Bussiness Plan2 11-12-21.pdf	pdf	618eb2bd084df83201bfc637	11/12/2021
Proposed Timeline	Proposed Time Line for Operations revised B 2022.pdf	pdf	61b8af0ed3dd284475be1b7a	12/14/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks used for branding	Branding Samples.pdf	pdf	5c8ac0015fd63c1b24eb7da6	03/14/2019
Transportation of marijuana	Item 9 Transportation Plan.pdf	pdf	614904db7736bf07c42f5a7f	09/20/2021
Inventory procedures	Item 10 Inventory Control.pdf	pdf	614904f5fa001407bd314ba6	09/20/2021
Restricting Access to age 21 and older	Item 11 Age 21 or Older.pdf	pdf	61490506c4d84107a3220fe0	09/20/2021
Record Keeping procedures	Item 15 Record Management.pdf	pdf	6149058ec12c6607a11aee5f	09/20/2021
Types of products Manufactured.	Item 18 Product Description.pdf	pdf	6149060a7736bf07c42f5a8b	09/20/2021
Method used to produce products	Item 19 Production Methods.pdf	pdf	6149062a179a26079c9e57d7	09/20/2021
Quality control and testing	Item 12 Quality Contol Procedures combined.pdf	pdf	614a7e407cede707aacb19fb	09/21/2021
Prevention of diversion	Item 02 Diversion Prevention r.pdf	pdf	614a82b58b811c07bff6fbb8	09/21/2021
Plan to Obtain Marijuana	Item 06 Obtaining Marijuana Contract Terms.pdf	pdf	614b5360604619079ab7a40e	09/22/2021
Storage of marijuana	Item 8 Marijuana Storage Area.pdf	pdf	614b58508b811c07bff70003	09/22/2021
Qualifications and training	Item 16 Agent Training r.pdf	pdf	614b643c10e8450793e1ad0e	09/22/2021
Safety Plan for Manufacturing	Item 03 Safety Plan Emergency Response Policy.pdf	pdf	614b6935f6892707b40e10b4	09/22/2021
Maintaining of financial records	Fiancial Record Policy.pdf	pdf	614b7ad9604619079ab7a640	09/22/2021
Energy Compliance Plan	Energy Compliance.pdf	pdf	614b9538604619079ab7a7f7	09/22/2021
Security plan	Item 07 Security Plan combined rr.pdf	pdf	614b9b1ff6892707b40e1393	09/22/2021
Personnel policies including background checks	Item 14 Personnel Policies ALL 2nd rev2.pdf	pdf	6170631b4c206f685c0a03a2	10/20/2021
Diversity plan	Item 17 Diversity Plan revised B 2022.pdf	pdf	61b8af4c073d79445b0d2631	12/14/2021

## 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

#### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

#### HOURS OF OPERATION


Monday From: 8:00 AM	Monday To: 5:00 PM
Tuesday From: 8:00 AM	Tuesday To: 5:00 PM
Wednesday From: 8:00 AM	Wednesday To: 5:00 PM
Thursday From: 8:00 AM	Thursday To: 5:00 PM
Friday From: 8:00 AM	Friday To: 5:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

## 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, Edward S. Morando, (insert name) certify as an authorized representative of MORANDO Brands LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Rowley (insert name of host community) pursuant to G.L.c. 94G § 3(d) on July 30, 2018 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Clifford Pierce, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Rowley Board of Selectmen (insert name of host community) to certify that the applicant and the Town of Rowley (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Sept. 17, 2018 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## Community Outreach Meeting Attestation Form

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

I, Edward S Morando, (insert name) attest as an authorized representative of Morando Brands 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 Sept 10, 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 August 29, 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 AUGUST 29, 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 August 27, 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).

copy attached

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.



**NEWBURYPORT** - Officials have announced that controlled, white-tailed deer hunts have been scheduled at Parker River National Wildlife Refuge (NWR) in Newburyport (MA) on Wednesday, December 5th and at Great Bay NWR in Newington (NH) on November 10th & 11th. As an integral part of the refuge's comprehensive wildlife management program, these annual hunts help to maintain the deer population at a level commensurate with the available habitat, while providing the public with hunting opportunities. Both hunts are by permit only, with permittees selected by lottery. 35 permits are awarded for the hunt at Parker River NWR and 40 permits (20 for each of the two days) for the hunt at Great Bay NWR. The lottery application period for both hunts is September 1st thru 30th (inclusive). For an informational sheet, and to download an application for either/both hunts, please visit the Parker River NWR web site ([http://www.fws.gov/refuge/parker\\_river/](http://www.fws.gov/refuge/parker_river/)) and click on the "Publications Downloads Page" link. Lottery entries can be mailed-in, emailed, or faxed to (978) 465-2807. All entries must be received by COB on September 30, 2018.

**NEWBURYPORT** - Join the Joppa Flats STEAM (Science, Technology, Engineering, Art, and Math) Team! We'll study how scientists and engineers have designed prosthetic legs for elephants, prosthetic beaks for eagles, and the prosthetic tail for "Winter" the Dolphin from Dolphin Tales. In collaboration with other creative and curious students, we'll work on problem-solving skills, increase your awareness of design elements in nature, and unleash your inner scientist! Thu, Sep 13, 20, 27; Oct 4, 11, 18, 2018 7:30 pm - 8:30 pm. Meet at Joppa Flats Education Center, One Plum Island Turnpike, Newburyport. Cost: member, \$66; nonmember, \$84. Preregistration required. For more information, call 978-462-9998 for information about additional programs and events, or visit the website at [www.massaudubon.org/joppaflats](http://www.massaudubon.org/joppaflats).

**NEWBURYPORT** - The Newburyport Choral Society (NCS) is accepting new singers in a series of Fall Registration events on Tuesdays, September 11, 18 and 25 at Belleville Congregational Church, 300 High St., Newburyport, from 6:30 to 7:15 each evening. Regular rehearsal follows registration and lasts until 9:30 p.m.

All ages from high school age on up are welcome to join the group, as well as all musical ability levels. NCS offers both new and veteran singers many opportunities to deepen their music appreciation and practice vocal technique. Our winter concert in December, entitled "Peace and Remembrance," will feature a collection of French Baroque carols and other seasonal favorites. For more information about NCS and singer registration, please visit our website at [www.newburyportchoralsociety.org](http://www.newburyportchoralsociety.org).

**ROWLEY** - The Rowley Historical Society presents: Rowley Powley Tea with Harpist Carol McIntyre on Saturday, September 8th from 1:00 pm to 3:00 pm at the Platts-Bradstreet House, 233 Main St, Rowley. Reservations required. Tickets available at the Rowley Town Clerk's Office. \$10 per person. All are welcome!

**ROWLEY** - Notice is hereby given by Morando Brands, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 10, 2018, at 6:00 pm at the Rowley Public Library, 141 Main Street, Rowley, MA 01969. The proposed recreational, adult use product manufacturer is anticipated to be located at 319 Newburyport Turnpike. There will be an opportunity for the public to ask questions.

**ROWLEY** - Dances, Fairy Tales and a Grand Serenade - A performance



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 "A New England Favorite Since 1950"  
 Boiled Lobster \* Steamed Clams  
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 Open Fri, Sat, Sun to Holiday  
 Nov 15th - Apr 1st  
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Address, Town	Description	DOM	List Price	Sold For	Orig Price
19 Dock Ln, Salisbury	4 room, 2 bed, 1f 0h bath Other	24	\$185,000	\$175,000	\$185,000
4 Byfield Rd, Groveland	6 room, 4 bed, 1f 0h bath Contemporary	101	AUCTION	\$222,000	
57 Beach Rd, Salisbury	7 room, 3 bed, 2f 0h bath Antique	45	\$220,000	\$180,000	\$275,000
100 West Main St, Georgetown	6 room, 3 bed, 1f 0h bath Colonial	19	\$299,000	\$305,000	\$299,000
2 Blueberry Hill Rd, Groveland	7 room, 3 bed, 1f 1h bath Ranch	22	\$339,900	\$347,000	\$339,900
46 Bayberry Rd, Newburyport	6 room, 3 bed, 2f 1h bath Cape	16	AUCTION	\$413,000	
8 Cedar St, Amesbury	10 room, 5 bed, 2f 0h bath Colonial	86	\$329,900	\$335,000	\$359,900
28 Monroe St, Amesbury	9 room, 3 bed, 2f 1h bath Cape	23	\$395,000	\$385,000	\$395,000
6 2nd St, Ipswich	5 room, 3 bed, 2f 1h bath Other	20	\$439,900	\$435,000	\$439,900
4 Crane Neck St, West Newbury	6 room, 3 bed, 1f 1h bath Antique	49	\$425,000	\$420,000	\$440,000

Attachment A

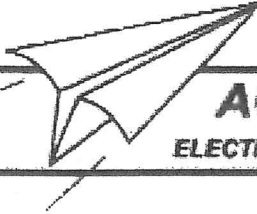


Attachment B

MATV Mail Across The Void  
EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864

NEXT DAY

MAIL

ACROSS THE VOID  
ELECTRONICALLY TRANSMITTED

SUSAN HAZEN\*\*\*\*NEXT DAY  
ROWLEY TOWN CLERK  
139 MAIN STREET  
ROWLEY MA 01969

RECEIVED  
TOWN OF ROWLEY  
TOWN CLERK  
2018 AUG 29 AM 10:54

-----FOLD HERE-----

Message Number: 207312 Created: 8/27/2018 9:26:18 AM

August 27, 2018

Notice is hereby given by Morando Brands, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 10, 2018, at 6:00 pm at the Rowley Public Library, 141 Main Street, Rowley, MA 01969. The proposed recreational, adult use product manufacturer is anticipated to be located at 319 Newburyport Turnpike. There will be an opportunity for the public to ask questions.

Sincerely,

Gina Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01864

A true copy. ATTEST:

*Susan G. Hazen*  
Susan G. Hazen, Town Clerk  
Rowley, MA 01969 9/11/18

Re: Item #3

**MATV Mail Across The Void**  
**EDWARD MORANDO**  
**87 MAIN STREET**  
**NORTH READING, MA. 01864**

Attachment C

-----FOLD HERE----- Message Number: 207314 Created: 8/27/2018 9:34:52 AM

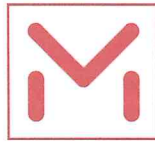
August 27, 2018

Notice is hereby given by Morando Brands, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 10, 2018, at 6:00 pm at the Rowley Public Library, 141 Main Street, Rowley, MA 01969. The proposed recreational, adult use product manufacturer is anticipated to be located at 319 Newburyport Turnpike. There will be an opportunity for the public to ask questions.

Sincerely,

Gina Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01864





**MORANDO  
BRANDS**

87 Main Street . North Reading, MA 01864  
www.MORANDOBANDS.com  
617-908-0594

On this 30<sup>th</sup> of January of the year 2019, I, Edward S. Morando, as owner and operator of Morando Brands LLC, hereby confirm that Morando Brands LLC has executed a host community agreement with the Town of Rowley, Massachusetts and has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach. Morando Brands LLC has obtained a special permit to operate a marijuana establishment in the Town. Morando Brands will operate in a manner that maintains compliance with the local zoning ordinance in cooperation with the Town. I attest that the above statement is true and valid to the best of my knowledge.

Sincerely,

Edward S. Morando

5

DC/4

Susan G. Hazen, Town Clerk  
Town of Rowley  
139 Main St., PO Box 351  
Rowley, MA 01969  
978-948-2081

SO. ESSEX #330 Bk:37288 Pg:397  
01/23/2019 01:46 PERMIT Pg 1/5

DATE: January 23, 2019

RE: **CERTIFICATE OF VOTE (COV)**  
**Special Permit/Site Plan Review (with Conditions)**  
Marijuana Manufacturing Operation  
319 Newburyport Turnpike (Units 2 & 3)  
Map 7, Lot 20-48  
Business Light Industry (OD) Zoning District

AT: 319 Newburyport Turnpike, Rowley, MA


OWNER/APPLICANT: Ed Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01889

*I, Susan G. Hazen, duly qualified and elected  
Town Clerk for the Town of Rowley,  
do hereby certify that the twenty (20) day appeal period has expired  
and no appeal has been filed with this office regarding  
the above referenced Planning Board Vote.*

Certificate of Vote (COV)  
Special Permit/Site Plan Review (with Conditions)  
Assessors Map: 7, Lot 20-48

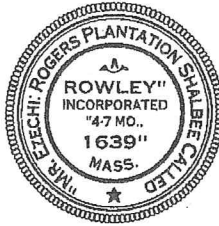
*Recorded in the office on September 26, 2018 at 10:17 AM  
copy attached.*



  
Susan G. Hazen, Town Clerk  
Town of Rowley

MARGINAL REFERENCE REQUESTED  
BOOK 30335 PAGE 109

Rowley Planning Board  
P.O. Box 714  
39 Central Street  
Rowley, MA 01969



**PLANNING BOARD**  
TOWN OF ROWLEY  
MASSACHUSETTS 01969

Phone (978) 948-5549  
Fax (978) 948-7196  
planning@townofrowley.org  
www.town.rowley.ma.us

***Planning Board Approval  
September 5, 2018***

September 5<sup>th</sup>, 2018

Susan Hazen  
Town Clerk  
Town Hall  
Rowley, MA 01969

Ed Morando  
Morando Brands, LLC,  
87 Main Street,  
North Reading, MA 01889

SEP 20 4:10 PM  
TOWN CLERK  
TOWN OF ROWLEY

**RE: CERTIFICATE OF VOTE (COV) – SPECIAL PERMIT/SITE PLAN REVIEW (with Conditions) for Marijuana Manufacturing Operation in commercial office units 2 and 3 located at 319 Newburyport Turnpike. Property also identified as Assessor's Map 7, Lot 20-48, Business Light Industry (OD) Zoning District.**

On Wednesday, September 5, 2018; the Rowley Planning Board voted:

**4 - in favor  
0 - opposed**

to approve the above referenced SPECIAL PERMIT/SITE PLAN REVIEW application pertaining to the property consisting of approximately 3.8 acres, Zoned Business Light Industry (BLI) pursuant to M.G.L. Chapter 40A, Section 9, and in Rowley Protective Zoning Bylaw ("the Bylaw"), pursuant to Section 7.6. ("Site Plan Review"); to Section 7.8 ("Special Permits"); Section 4.13 ("Marijuana Not Medically Prescribed"); and, to Section 4.73(I) (Use Regulations

The application was submitted by Morando Brands, LLC, the Applicant, on behalf of Ed Surette, the Property Owner for a marijuana manufacturing operation to be located in units 2 and 3 of the commercial building located at 319 Newburyport Turnpike.

**All Documents and Plans are on file at the Rowley Planning Board office.**



**DECISION:**

Subsequent to a comprehensive review of the above-cited application and supporting documents, the Planning Board finds that the benefits of the proposed use outweigh any adverse effects or impacts of such use and further that the following conditions have been met as required by the General Guidelines of the Town of Rowley Planning Board Rules and Regulations and, in accordance with the criteria outlined in the following Sections of the Town of Rowley Protective Zoning Bylaw:

**Section 7.8 (Special Permits):**

The Planning Board has determined that the request is compatible with the following criteria:

- a) the social, economic, or community needs that would be served by the proposed use;
- b) the impact of the proposed use on public health and safety;
- c) the impact of the proposed use on Town services and the tax base;
- d) the adequacy of utilities and water supplies, and the impact of the proposed use on stormwater drainage systems;
- e) the impact of the proposed use on traffic flow and safety, on the site and through the Town, and the adequacy of parking and loading facilities;
- f) the impact of the proposed use on the character and natural environment of the Town;
- g) the compatibility of all proposed buildings and structures with the character, scale, and design of existing buildings and structures in the neighborhood;
- h) the impact of the proposed use on adjacent properties and the neighborhood;
- i) any other criteria specified by other sections of this Bylaw, applicable to the proposed use.

**Section 7.6 (Site Plan Review):**

The application proposes to utilize existing commercial units 2 and 3 located at 319 Newburyport Turnpike which are part of a pre-existing commercial site layout and no exterior changes to the facility are otherwise proposed. Consequently, the Planning Board has considered the proposed use, and its potential impact to the existing commercial site layout, and has determined that the operation of the proposed marijuana product manufacturing operation will have minimal impact pertaining to traffic ingress/egress, parking, vehicle flow, or to pedestrian safety. In that regard the Board has determined no additional improvements to the existing site are necessary to accommodate the proposed use.

Good evening Ed,

Thank you for your email. Your establishment do not need to conduct a third outreach meeting. Please let me know if you have any questions.

Have a great weekend,



Rebecca- Project Coordinator  
Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604  
M: (774) 415-0200  
[www.MassCannabisControl.com](http://www.MassCannabisControl.com)



*correspondence with me to be public*

*Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66 §10 and G.L. c.4 §7 cl. 26. In other words, generally consider email*

**From:** [e.morando@morandobrand.com](mailto:e.morando@morandobrand.com) <[e.morando@morandobrand.com](mailto:e.morando@morandobrand.com)>

**Sent:** Wednesday, February 24, 2021 3:16 PM

**To:** CCC Licensing <[licensing@cccma.com](mailto:licensing@cccma.com)>

**Cc:** [angelina@hepmusic.com](mailto:angelina@hepmusic.com)

**Subject:** Morando Brands LLC Manufacturing Application

To Whom It May Concern,

Hi, My name is Ed Morando from Morando Brands, located at 319 Newburyport Turnpike, Suite 003, Rowley, MA 01969. I received my application for a manufacturing license returned from the CCC requesting more information for license consideration. We are currently in the process of making the required changes for re-submission.

Our application was submitted prior to the COVID Pandemic. We had our first outreach at the Rowley Public library approximately nine (9) months before our application was reviewed by the CCC. A second community meeting was done also at the Rowley Public Library which is now a year old. Do we need to have a 3rd Outreach meeting? If yes, what the new protocol is for having the meeting now that Covid prohibits public gatherings.

Thanking you in advance for your assistance.

Sincerely,

Ed Morando

Morando Brands  
87 Main Street  
N. Reading, MA 01864

Cell 617 908-0594,  
email: [e.morando@morandobrand.com](mailto:e.morando@morandobrand.com)

## **Local Zoning & Special Permit Rules & Regulations**

### **Morando Brands LLC "Morando Brands"**

Morando Brands will remain compliant and adhere to all of the requirements listed in the Special Permit issued to Morando Brands LLC located at 319 Newburyport Turnpike, Rowley MA 01969 located in the proper zoning allocations for the purpose of Manufacturing Marijuana Products for Adult-Use in the town of Rowley as soon as a state license from the state of Massachusetts CCC. The special permit received approval from the Rowley Planning Board with conditions that had to be satisfied before the issuance of the Occupancy permit.

The Morando Brands facility at 319 Newburyport Turnpike, Rowley MA has received its Occupancy Permit from the town of Rowley. The permit was issued after the following inspections were completed and all of the requirements were completed by Morando Brands LLC to the satisfaction of the following Town Departments:

1. Inspection and approval of all of the requirements mandated by the Town of Rowley Board of Health has been completed
2. Inspections and approval of all of the requirements mandated by the Town of Rowley Fire Department has been completed
3. Inspections and approval of all of the requirements mandated by the Town of Rowley Police Department has been completed
4. Inspections and approval of all of the requirements mandated by the Town of Rowley Planning Board for Special Permit has been completed.

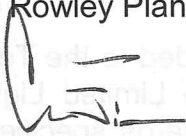
Morando Brands will remain compliant and adhere to all of the requirements listed in the Host Agreement issued to Morando Brands LLC located at 319 Newburyport Turnpike, Rowley MA 01969 for the purpose of Manufacturing Marijuana Products in the town of Rowley.

1. Host Agreement goes into effect on the date of Final license issuance from the Massachusetts Cannabis Control Commission to Morando Brands LLC to commence operations and remains in effect for a period of (5) five years

7. Approval of this Special Permit application by the Planning Board is confined to the scope and parameters of approval set forth in this Certificate of Vote and shall not be construed as permission granted to the Owner/Applicant for the operation of uses otherwise unauthorized by the Planning Board or by the Town of Rowley Protective Zoning Bylaw.

8. Any proposal for modification of or deviation from the Special Permit Approval conditions hereof, within the jurisdiction of the Planning Board, or other authorities with jurisdiction, shall be submitted in writing to the Planning Board, which shall determine at a public meeting whether the proposed modification or deviation is insubstantial or substantial. If the Planning Board determines that the proposed modification or deviation is insubstantial and does not materially affect the terms or conditions of the Special Permit Approval, it may allow the modification or deviation as being consistent with the Special Permit Approval without a further noticed public meeting. If the Planning Board determines that a proposed modification or deviation is substantial, it shall hold a noticed public meeting on the proposed modification or deviation in accordance with the Zoning Bylaw, and determine whether to amend the Special Permit. The Morando Brands, LLC or its successor(s), shall bear the costs associated with notice and advertising for such meeting, and shall pay an additional application fee.

Respectfully,  
The Rowley Planning Board



Chris Thornton  
Chairman

cc: Town of Rowley Building Inspector  
Town of Rowley Conservation Commission  
Town of Rowley Board of Health  
Town of Rowley Fire Department  
Town of Rowley Highway Department  
Town of Rowley Water Department  
Town of Rowley Municipal Light Department  
Town of Rowley Zoning Board of Appeals  
Town of Rowley Board of Selectmen



Therefore, in accordance with the Rowley Protective Zoning Bylaw ("Zoning Bylaw") after holding a public hearing on July 18, 2018, and continued to August 8, 2018 and closed at the meeting on September 5, 2018, the Planning Board hereby approves the above-cite Special Permit/Site Plan Review application with the conditions specified as follows:

1. Prior to the issuance of a Certificate of Occupancy, the Applicant shall record the approved the signed/executed copy of Planning Board decision letter with the Southern Essex District Registry of Deeds, and, shall provide the Board with adequate proof of such recording.

2. Prior to obtaining a Certificate of Occupancy, the applicant shall obtain approvals as may be required by the following jurisdictional authorities:

- Rowley Highway Department
- Rowley Board of Health
- Rowley Water Department
- Rowley Conservation Commission
- Rowley Fire Department
- Rowley Municipal Light Department
- Rowley Zoning Board of Appeals
- MADOT

3. Specifications pertaining to any outdoor lighting fixtures will be provided to the Town's Planning Board office prior to installation and shall be confirmed by the Limited Lighting Enforcement agent to be in compliance with the outdoor illumination standards specified by Section 8.6 of the Zoning Bylaw.

4. All outdoor light fixtures shall be full cut-off fixture design (fully shielded) and shall not be installed so that the light output is aimed, directed, or focused so that the source of the illumination is not directly visible from the public right-of-way.

5. The proposed use will operate pursuant to and within the parameters outlined in the following attached exhibits:

- Exhibit A: Product Manufacturing Plan (addressed to the Rowley Fire Chief, Jim Broderick)
- Exhibit B: Site Security Plan (reviewed and approved by the Rowley Police Chief, Scott Dumas)
- Exhibit C: Operations Plan submitted to the Planning Board for Special Permit review.

6. The marijuana product manufacturing operation subject to this Special Permit approval shall further be subject to the terms of the Applicant's Host Agreement with the Town of Rowley between and shall, in addition, be subject to the terms imposed by the State Cannabis Control Commission (CCC) licensure.

# ROWLEY FIRE DEPARTMENT

## INSPECTION AND VIOLATION REPORT

Insp. Date: 11/6/19  
Reinsp. Date:

Insp. Number		Occupancy Name: Morando Brands LLC		Occupancy Type: Medical Production	
Address: 319 Newburyport Turnpike #3		Bldg. #s: Yes <input type="checkbox"/> No <input type="checkbox"/>		Floor/Section: Phone:	
Inspector Name: Braden		Company #:		Notifications: <input type="checkbox"/> Health <input checked="" type="checkbox"/> Bldg. <input type="checkbox"/> Electrical <input type="checkbox"/> Police	

<b>1. Exterior</b> fire escapes/decks <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A proper storage <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A proper access <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A KNOX BOX <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A	<b>6. Heating System</b> <input type="checkbox"/> N/A combustibles within 5 feet <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A defective chimney <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A defective system <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A
<b>2. Exits</b> open property <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A exit blocked <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A exit signs working <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A adequate lighting <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A door(s) locked <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A signs needed <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A in need of repair <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A emergency lights <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A	<b>7. Electrical</b> defective wiring <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A panels accessible <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A extension cords: proper use <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A cover plate missing <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A proper fusing <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A
<b>3. Fire Alarm System</b> <input type="checkbox"/> N/A operative <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A properly labeled <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A accessible <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A trouble indication <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A defective devices <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A missing devices <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A	<b>8. Fire Extinguishers</b> <input type="checkbox"/> N/A signs needed <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A properly mounted <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A proper type <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A obstructed <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A need recharging <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A
<b>4. Kitchens</b> 10 lb. ABC extinguisher at hazard <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A ext. system operat. <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A roof collect. clean <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A system inspected <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A hood/duct clean <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A	<b>9. Sprinkler &amp; Standpipe System</b> <input type="checkbox"/> N/A valves labeled <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A valves accessible <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A pressure reading <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A FDC clear/capped <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A valves open <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A valves secures <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A spare head avail. <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A heads obstructed <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A
<b>5. Storage</b> proper labeling <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A proper storage <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A legal storage <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A other <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Warn <input type="checkbox"/> N/A	PTN Form #84 - Completed Yes <input type="checkbox"/> No <input type="checkbox"/> Form #58 - Filed Yes <input type="checkbox"/> No <input type="checkbox"/>

**10. Violations Found**

1) ED Morando 617-908-0594 cell  
800-835-4723 24 hr. # main office

2) Pete Karvick 781-491-5305 cell

office  
531 532 534

Number 19-01

Change in Use



THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF ROWLEY  
**CERTIFICATE OF OCCUPANCY**  
for  
Change in Use



In accordance with IBC Section 111(2009 Edition of the International Building Code), no building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein.

Issued to: ES Morando (Morando Bros LLC) Bldg Pmt #:

Address: 319 Turnpike St Units 2+3 Map/Lot#: M-20/48

Type of Construction: Sprinkler System: yes

	Basement	First Floor	Second Floor	Third Floor	Fourth Floor	Other
Use Group Classification						
Allowable Occupant Load						

	Signature	Inspection Date
Fire Department	<u>Jac Boudry</u>	<u>11/6/19</u>
Building Inspector	<u>Ken Ward</u>	<u>11/6/19</u>
Board of Health	<u>Fab Marchesi</u>	<u>11/6/19</u>

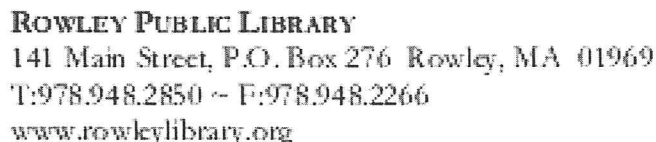
THIS PERMIT WILL NOT BE VALID, AND THE BUILDING SHALL NOT BE OCCUPIED UNTIL SIGNED BY THE BUILDING INSPECTOR UPON SATISFACTORY COMPLIANCE WITH TOWN REQUIREMENTS.

11/6/19 Date Ken Ward Building Inspector

Conservation Commission Notification ☐ YES ☐ NO

Board of Health Notification ☐ YES ☐ NO



Date of Application **July 30th 2019**Name of Organization **Morando Brands**

Person responsible for program **Edward Morando**

Address/Email Address **319 Newburyport tn pk | ed@hepmusic.com**

Telephone **617 908 0594** FAX **800 835 9990**

Meeting Date **August 29th 2019**

Starting Time **6:30** Ending Time **7:30**

Estimated Attendance **12-20**

Room Requested for Use: ☒ Meeting Room (65) ☐ Salt Marsh Study Room (8)

Title, Subject and Purpose of Meeting: **Owner / Operator - Community Outreach**

How does this group serve the Rowley area? **Education of product / town impact**

Equipment Needed **Projector**

I have read the Rowley Public Library Use of Library's Meeting Rooms (Policies and Procedures, Chapter 5) and I agree to abide by them. I understand I am responsible for the proper care of the room.

Signature [Signature]

Date 7/30/19

Approval Signature \_\_\_\_\_

Date \_\_\_\_\_



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SeaValleyInc@gmail.com

## Meeting on High Street Delayed

**REGIONAL** – The public meeting to discuss traffic-calming plans for High Street in Newburyport was postponed from last Thursday, Aug. 1, until probably September to avoid conflicts with Yankee Homecoming events.

The plan for the eastern end of High Street, at an estimated cost of \$475,000, would narrow High Street between Allen and Marlboro streets. Sidewalk bump-outs and wheelchair ramps would be installed at Bromfield, Barton, and Marlboro streets and at the mid-block crosswalk to March's Hill to improve sight lines at all crosswalks.

"The Mayor and the City Councilors involved suggested that we postpone this public meeting to discuss the draft traffic calming concept plan on a portion of High Street due to the various Yankee Homecoming events this Thursday and the difficulty of parking near City Hall," wrote Georgie Vining, senior planner for the city, in an email.

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**ace your old decking or railings!**

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**www.deckingdepot.com**  
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## EDIBLE PLANTS & MUSHROOMS

**TUESDAY, AUGUST 6TH | 6:30-8:00 PM**

Newburyport and adjacent communities are home to over 100 species of edible wild plants. Many of these species are more nutritious and/or flavorful than their cultivated counterparts. The region is also home to dozens of species of edible mushrooms. Join Russ Cohen, wild edibles enthusiast and author of the book "Wild Plants I Have Known...and Eaten", for presentation covering the tastiest species the region has to offer. Keys to the identification of reach species will be provided, along with info on availability and preparation methods, as well as guidelines for safe and environmentally-responsible foraging. Russ will accompany his talk with handouts and several foraged goodies made with wild ingredients.

Until his retirement Cohen's "day job" was serving as the Rivers Advocate for the MA Department of Fish and Game's Division of Ecological Restoration, where one of his areas of expertise was in riparian vegetation.

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**PUBLIC LIBRARY**

**e Sarah Smith, DO**  
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www.newburyportfamilypractice.com

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**g River Cruise**  
**resentation**

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**important to YOU!**  
**Sign up for your**  
**weekly e-mail service**

**PUBLIC NOTICE**  
Notice is hereby given by Morando Brands, LLC that a community outreach meeting for a proposed marijuana establishment is scheduled for August 29, 2019 at 6:30pm. The meeting will be located in the Rowley Public Library, 141 Main Street, Rowley MA, 01969. The proposed recreational, adult use product manufacturer is anticipated to be located at 319 Newburyport Turnpike. There will be an opportunity for the public to ask questions.



Date: 08/05/2019  
txaabut

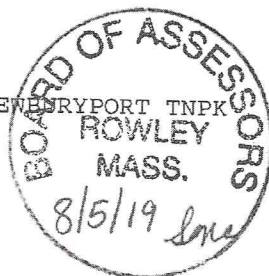
Town of Rowley

CERTIFIED ABUTTERS' LIST

Attachment  
"B" Page 1

Parcel ID	Location	Owner Name/Address
017-020-48	319 NEWBURYPORT TNP	JOSUR LLC 124 JEWETT ST GEORGETOWN, MA 01833
A B U T T E R S		
013-014-D	300 NEWBURYPORT TNP	JELLS GROUP LLC 300 NEWBURYPORT TNP ROWLEY, MA 01969
016-001	50 VINTONS LN	CASHMAN B CABOT LLC 41 BROOKS DR SUITE 1005 BRAINTREE, MA 02184
016-002	VINTONS LN	CASHMAN B CABOT LLC 41 BROOKS DR SUITE 1005 BRAINTREE, MA 02184
016-003	289-295 NEWBURYPORT TNP	PEARCE INDUSTRIAL PARK OF ROWLEY LLC PO BOX 727 ALTON, NH 03809
017-020-46	20 TURCOTTE MEMORIAL DR	FRANGIA REALTY LLC 35 SPRUCE RD N READING, MA 01864
017-020-47	305 NEWBURYPORT TNP	BERNIE LLC 124 JEWETT ST GEORGETOWN, MA 01833
017-020-50	8 TURCOTTE MEMORIAL DR	TRS BNJ REALTY TRUST MARTIN RICHARD L JR TRUSTEE 7 WILDWOOD RD DANVERS, MA 01923
018-001	320 NEWBURYPORT TNP	TRS KADC TRUST MCCARTHY RONALD D ET AL TRUSTEES 27 TURNPIKE ST IPSWICH, MA 01938
018-001-01	306 NEWBURYPORT TNP	PEABODY ESSEX MUSEUM INC EAST INDIA SQ SALEM, MA 01970
018-002	388 NEWBURYPORT TNP	FOUR H COMPANY LLC C/O ERLAB 388 NEWBURYPORT TNP ROWLEY, MA 01969

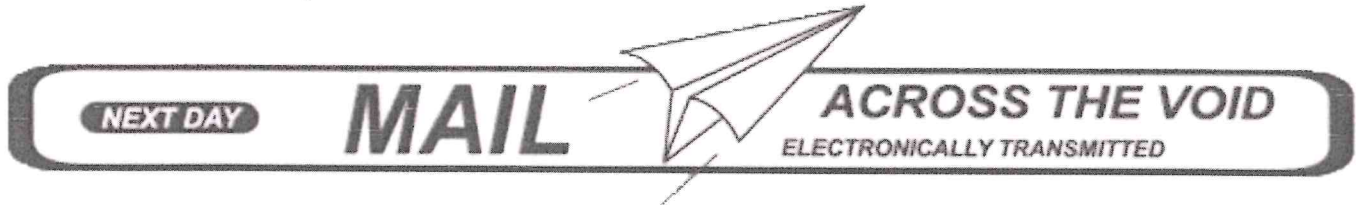
10 parcels listed



Sean M McFadden  
Principal Assessor

RR

**Morando Brands**  
**EDWARD MORANDO**  
**87 MAIN STREET**  
**NORTH READING, MA. 01864**



**TRS KADC TRUST\*\*\*\*NEXT DAY**  
**MCCARTHY RONALD D ET AL TRUSTEES**  
**27 TURNPIKE ST**  
**IPSWICH, MA 01938**

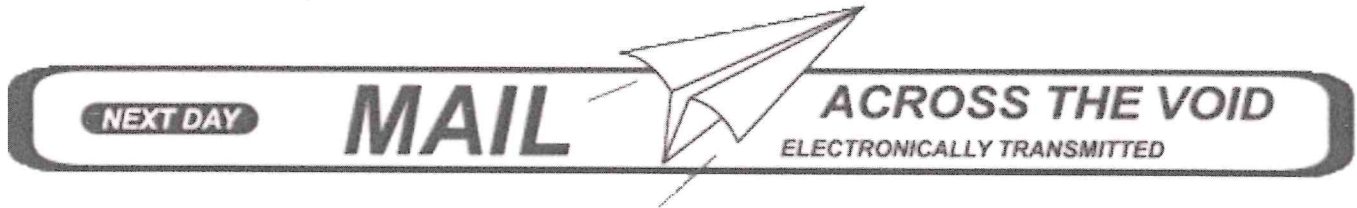
-----FOLD HERE----- Message Number: 225435 Created: 8/5/2019 2:09:02 PM

August 6<sup>th</sup> 2019

Notice is hereby given by Morando Brands, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 29th, 2019, at 6:30 pm. The meeting will take place at the Rowley Public Library, 141 Main Street, Rowley, MA 01969. The proposed recreational, adult use product manufacturer is anticipated to be located at 319 Newburyport Turnpike. There will be an opportunity for the public to ask questions.

Sincerely,  
Ed Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01864

**Morando Brands  
EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**TRS BNJ REALTY TRUST\*\*\*\*NEXT DAY  
MARTIN RICHARD L JR TRUSTEE  
7 WILDWOOD RD  
DANVERS, MA 01923**

-----FOLD HERE----- Message Number: 225433 Created: 8/5/2019 2:07:36 PM

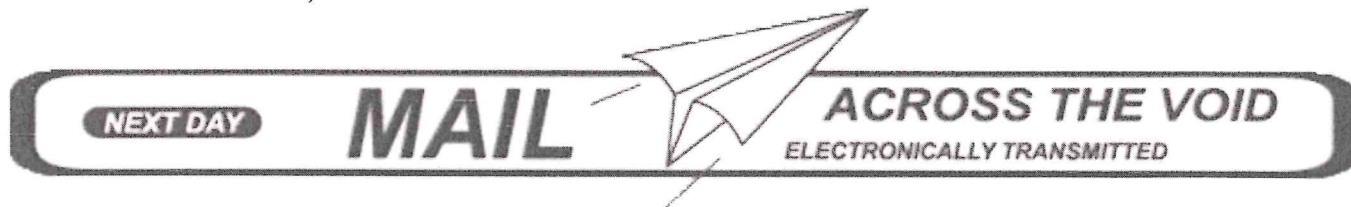
August 6<sup>th</sup> 2019

Notice is hereby given by Morando Brands, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 29th, 2019, at 6:30 pm. The meeting will take place at the Rowley Public Library, 141 Main Street, Rowley, MA 01969. The proposed recreational, adult use product manufacturer is anticipated to be located at 319 Newburyport Turnpike. There will be an opportunity for the public to ask questions.

Sincerely,  
Ed Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01864



**Morando Brands  
EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**BERNIE LLC\*\*\*\*NEXT DAY  
BERNIE LLC  
124 JEWETT ST  
GEORGETOWN, MA 01833**

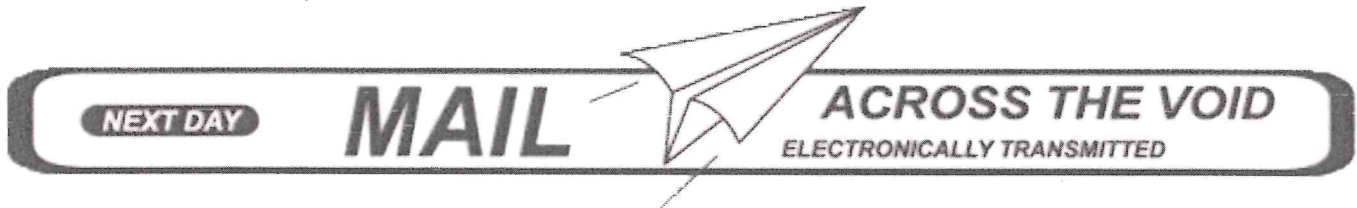
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August 6<sup>th</sup> 2019

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North Reading, MA 01864

**Morando Brands  
EDWARD MORANDO  
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NORTH READING, MA. 01864**



**FRANGIA REALTY LLC\*\*\*\*NEXT DAY  
FRANGIA REALTY LLC  
35 SPRUCE RD  
NORTH READING, MA. 01864**

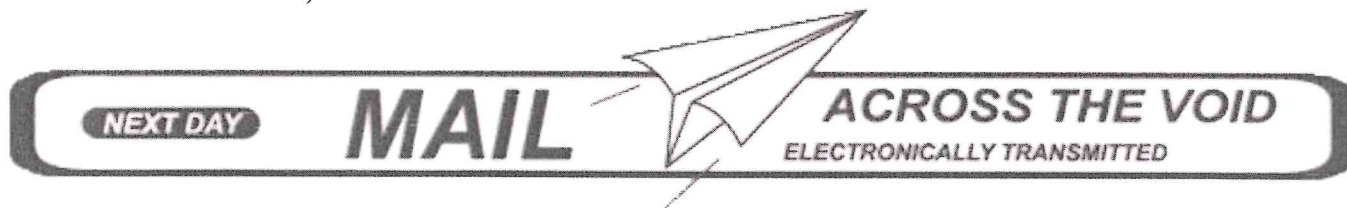
-----FOLD HERE----- Message Number: 225430 Created: 8/5/2019 2:05:18 PM

August 6<sup>th</sup> 2019

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North Reading, MA 01864

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EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**PEARCE INDUSTRIAL PARK OF ROWLEY LLC\*\*\*\*NEXT DAY  
PEARCE INDUSTRIAL PARK OF ROWLEY LLC  
PO BOX 727  
ALTON, NH 03809**

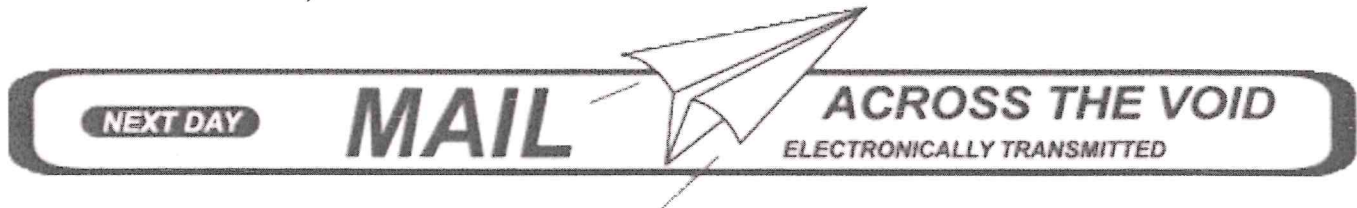
-----FOLD HERE----- Message Number: 225429 Created: 8/5/2019 2:04:07 PM

August 6<sup>th</sup> 2019

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North Reading, MA 01864

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EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**CASHMAN B CABOT LLC\*\*\*\*NEXT DAY  
CASHMAN B CABOT LLC  
41 BROOKS DR SUITE 1005  
BRAINTREE, MA 02184**

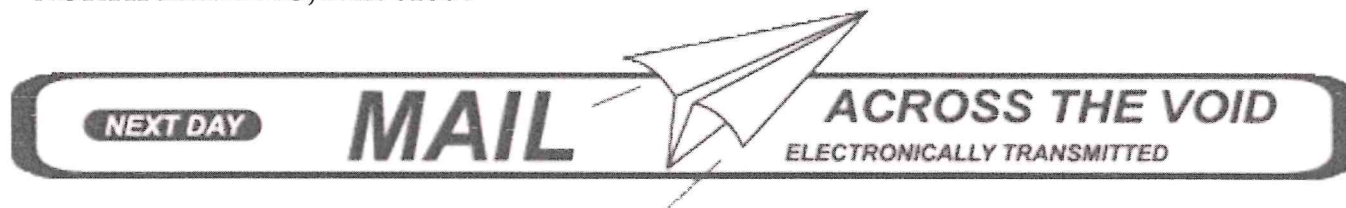
-----FOLD HERE----- Message Number: 225428 Created: 8/5/2019 2:03:06 PM

August 6<sup>th</sup> 2019

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North Reading, MA 01864

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EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**JELLS GROUP LLC\*\*\*\*NEXT DAY  
JELLS GROUP LLC  
300 NEWBURYPORT TNP  
ROWLEY, MA 01969**

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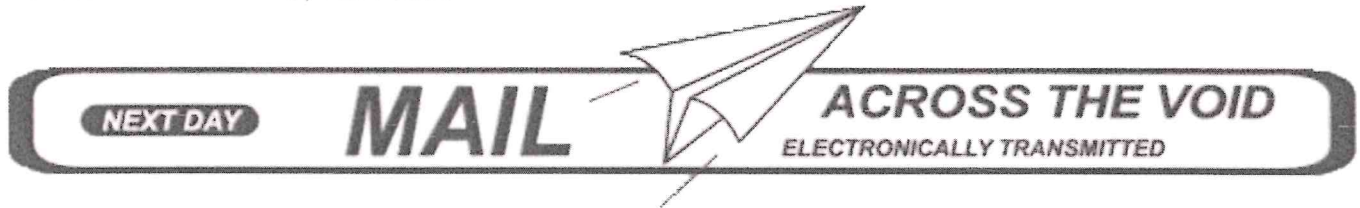
August 6<sup>th</sup> 2019

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87 MAIN STREET  
NORTH READING, MA. 01864**



**PEARCE INDUSTRIAL PARK OF ROWLEY LLC\*\*\*\*NEXT DAY  
PEARCE INDUSTRIAL PARK OF ROWLEY LLC  
PO BOX 727  
ALTON, NH 03809**

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August 6<sup>th</sup> 2019

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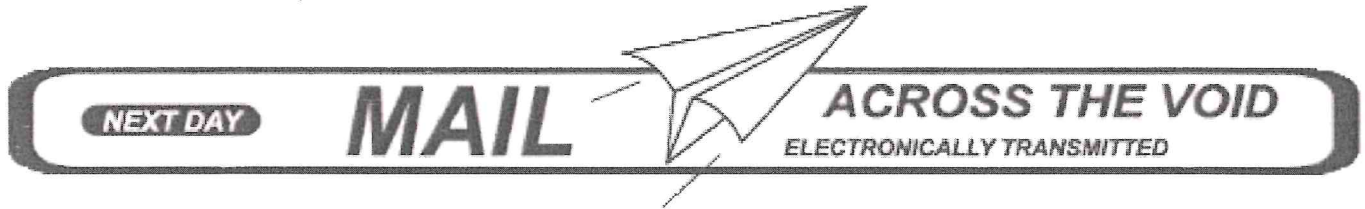
Sincerely,  
Ed Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01864

Print

Zoom ▼

Close

MORANDO BRANDS  
EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864



FOUR H COMPANY\*\*\*\*NEXT DAY  
C/O ERLAB  
388 NEWBURYPORT TNPk  
ROWLEY, MA 01969

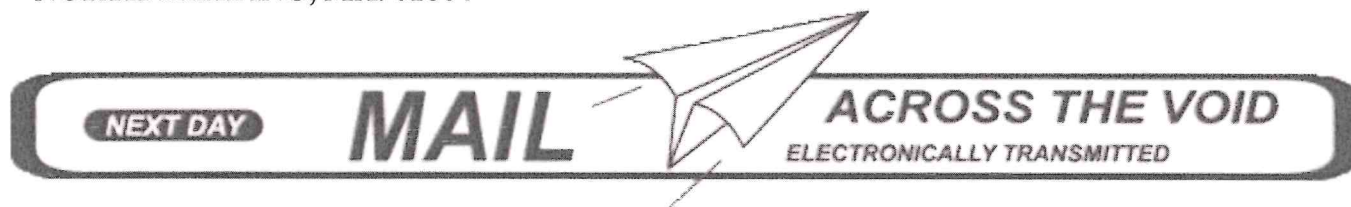
-----FOLD HERE----- Message Number: 225439 Created: 8/5/2019 2:11:20 PM

August 6<sup>th</sup> 2019

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EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**PEABODY ESSEX MUSEUM INC\*\*\*\*NEXT DAY  
PEABODY ESSEX MUSEUM INC  
EAST INDIA SQ  
SALEM, MA 01970**

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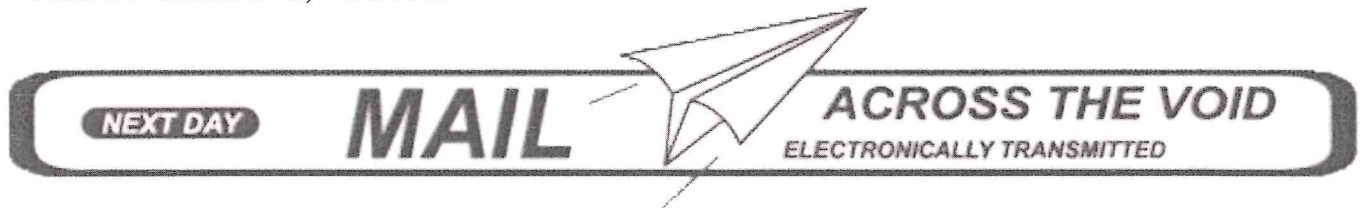
August 6<sup>th</sup> 2019

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EDWARD MORANDO  
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FOUR H COMPANY\*\*\*\*NEXT DAY  
C/O ERLAB  
388 NEWBURYPORT TNPK  
ROWLEY, MA 01969

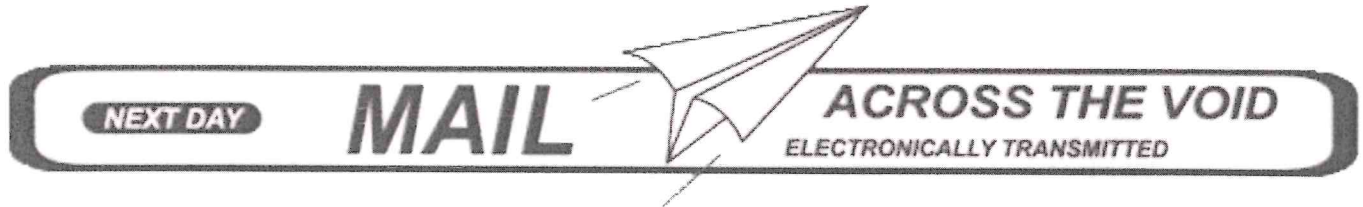
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North Reading, MA 01864

**Morando Brands  
EDWARD MORANDO  
87 MAIN STREET  
NORTH READING, MA. 01864**



**JOSUR LLC\*\*\*\*NEXT DAY  
JOSUR LLC  
124 JEWETT ST  
GEORGETOWN, MA 01833**

-----FOLD HERE----- Message Number: 225445 Created: 8/5/2019 2:22:30 PM

August 6<sup>th</sup> 2019

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Sincerely,  
Ed Morando  
Morando Brands, LLC  
87 Main Street  
North Reading, MA 01864

## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 8/29/2019
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

ESM<sub>1</sub>



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

a. Date of publication: Aug 7, 2019  
b. Name of publication: Town Common

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

a. Date notice filed: Aug 6, 2019

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

a. Date notice(s) mailed: Aug 6, 2019

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

ESM





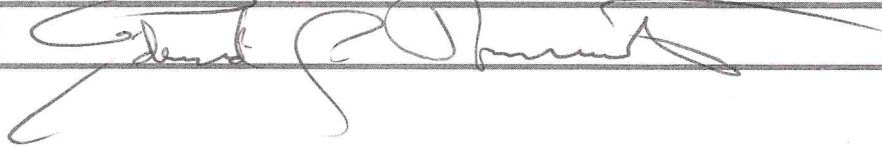
Name of applicant:

Morando Brands LLC

Name of applicant's authorized representative:

Edward S. Morando

Signature of applicant's authorized representative:



ESM

## **Host Community Information**

### **A. Plan to remain compliant with local zoning**

On September 5, 2018 the Planning Board voted 4 – 0 in favor to approve a special permit with conditions listed in the Host Community Agreement to Morando Brands LLC to operate a cannabis manufacturing facility located in the zoned business light industry (BLI) at 319 Newburyport turnpike, Rowley Ma 01969

On September 26, 2018 the Special permit, certificate of vote, site plan review were recorded by Susan Hazen, Town clerk, book # 30335, page 109.

Morando Brands LLC has met all of the requirements of the zoning bylaws including the the conditions of the special permit which include inspections from the following Town of Rowley departments:

- Rowley Fire dept.
- Police dept.
- Board of health
- Building inspector

### **Special Permit Renewal**

The Town of Rowley special permit is valid for five (5) years from the date of issuance of a Massachusetts manufacturing license from the Cannabis Control Commission to Morando Brands LLC.

### **Host Community Agreement**

As per the Town of Rowley Host community agreement entered into with Morando Brands LLC, will pay a community impact fee (CIF) of 3% of gross sales of products sold under the license from the facility. The first payment will be do within 90 days following the fiscal year from the time Morando Brands LLC commences sales. Morando Brands LLC will submit 4 subsequent annual CIF payments, each within 90 days following the end of the first fiscal year. The CIF payment will be due without demand by the town of Rowley and shall be required so long as the agreement remains in effect. The agreement will cease after the fifth consecutive annual CIF payment is made by Morando Brands LLC

## **Non-Mandatory Inspections**

**To remain compliant and in good standings with the Town departments, Morando Brands LLC will schedule annual inspections on the anniversary of Occupancy permit issued on November 6, 2019 by the Town of Rowley to Morando Brands LLC with the following departments:**

- **Rowley Fire dept.**
- **Police dept.**
- **Board of health**
- **Building inspector**

TOWN OF ROWLEY

MORANDO BRANDS, LLC

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("Agreement") is entered into this 30<sup>th</sup> day of July 2018 by and between MORANDO BRANDS, LLC, a Delaware limited liability company registered to do business in Massachusetts with a principal address of 87 Main Street, North Reading, MA 01864 (the "Company") and the TOWN OF ROWLEY, a Massachusetts municipal corporation with a principal address of 139 Main Street, Rowley, MA 01969 (the "Town").

WHEREAS, the Company wishes to locate a Marijuana Establishment at 319 Newburyport Turnpike, Rowley, MA 01969 (the "Facility"), with a Marijuana Product Manufacturer License ("License") in the Town, in accordance with Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017, "An Act to Ensure Safe Access to Marijuana" (collectively referred to as the "Act"), and the applicable regulations issued by the Commonwealth of Massachusetts Cannabis Control Commission ("CCC") and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations (collectively the "Regulations").

WHEREAS, for purposes of licensure, the Company is required to submit to the CCC documentation evidencing that the Company and Town have executed a Host Community Agreement.

WHEREAS, the Company's activities may impact Town resources in ways unique to the business of the License in a manner not shared by other businesses or the general population.

WHEREAS, the Company intends to provide certain payments to the Town in the event that it receives all required local permits and approvals from the Town of Rowley, that it receives a Final License to operate a Marijuana Establishment at the Facility from the CCC, and sales commence.

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company and the Town agree to the following:

1. The Town may incur additional expenses and impacts, both anticipated and unforeseen, upon the Town's resources as a result of the Company's business activities undertaken pursuant to the License. In an effort to mitigate any such expenses and impacts, the Company agrees to make Community Impact Fee ("CIF") payments to the Town totaling 3% of the gross sales of products sold under the License from the Facility.



2. The Company will calculate the CIF payable based on the financial documents and periodic filings required by the CCC, Mass DOR and/or IRS, each prepared in accordance with laws and regulations pertaining to the respective agency. The Company will submit the amount calculated as the CIF payment due, along with sufficient documentation to substantiate that the amount submitted accurately reflects the correct CIF. The Company shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with generally accepted accounting practices and any applicable state regulations or guidelines. All records shall be kept for a period of at least seven (7) years.
3. The Company shall submit the first CIF payment within 90 days following the end of the fiscal year during which the Company commences sales. The Company shall submit 4 subsequent annual CIF payments, each within 90 days following the end of the respective fiscal year. The CIF payment will be due without demand by the Town and shall be required so long as this Agreement remains in effect.
4. Upon receipt of the CIF payment from the Company, the Town may either:
  - a. Accept the payment as a complete satisfaction of the amount due for the respective time period, OR
  - b. Within 90 days of receipt, dispute the CIF calculation by submitting a written request for clarification or additional documentation to substantiate the amount paid. The Town shall have the right to examine, audit and copy, those parts of the Company's books and financial records which relate to the determination of the CIF and to the Company's compliance with this Agreement for the respective time period. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with the Company's normal business activities. Such examination, copying and audit shall be at the Town's sole expense, excepting only that in the event the Town thereby establishes that the CIF payment was at least five percent (5%) lower than it should have been, the Company shall pay all costs associated with such examination, copying and audit as well as any legal fees reasonably incurred by the Town in connection therewith and/or in connection with the recovery of such unpaid sums.

If the Town accepts payment or does not submit a written dispute of the calculation of the CIF within 90 days, the parties agree that the CIF payment for the respective time period will be considered paid in full and the Town waives any further rights to dispute the amount payable for such period.

5. The parties agree that the CIF shall be considered a donation from the Company to the Town in accordance with M.G.L. c. 44, § 53A and that the Town is under no obligation to use the CIF in any particular manner or for any specific use. Consistent with the requirements of M.G.L. c. 94G, § 3(d), the Parties have determined that the

CIF payments are reasonably related to the costs imposed upon the Town by Company's operation of the Facility.

6. This Agreement shall terminate upon acceptance by the Town of the 5<sup>th</sup> consecutive annual CIF payment made by the Company.
7. At all times during the term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property. Nothing herein shall limit, affect or be affected by the imposition of any tax on the Company pursuant to G.L. c. 64N, § 3, nor shall the CIF payments be reduced by or offset against any taxes paid thereunder or on account of any taxes levied on real or personal property.
8. Upon termination of this Agreement, either by passage of time or by operation of law, the parties may renegotiate this Agreement or enter into a new Host Community Agreement, providing that such future agreement will be subject to the laws and regulations in effect at that time including, if applicable, any laws requiring the Town to provide a review of positive and negative impacts upon the Town, its residents and businesses resulting from the operation of the Marijuana Establishment when negotiating such future agreement.
9. The Company agrees to donate periodically to charities, non-profits or other organizations that benefit the residents of Rowley. The Company will work with the Town on identifying the recipients of these donations based on need and community impact.
10. The Company shall make good faith efforts to hire qualified employees who are residents of the Town and to utilize local vendors, suppliers, contractors and builders to the extent permitted by law.
11. The Company shall consult with the Town's Police Department in determining the placement of security cameras to ensure an unobstructed view in each direction of public way(s) on which the Facility is located, provided, however, that such placements shall be subject to adjustment required by the CCC during the security and architectural review process.
12. The Company shall maintain a cooperative relationship with the Police Department, including but not limited to: periodic meetings to review operational concerns, regular review of security and diversion prevention plans, providing delivery schedules & procedures and reporting to the Police Department any suspicious activities on or in the immediately vicinity of the Facility that may pose security threats. The Company agrees to fully cooperate with any police investigations related to the Facility.



13. The production, handling, marketing and sale of marijuana-infused products ("MIPs") by the Company shall be in accordance with the Regulations, including the packaging and labeling requirements set fourth in 935 CMR 500.150(E).
14. The Company will not engage in any retail sales to consumers at the Facility.
15. On-site consumption of marijuana products shall be strictly prohibited.
16. This Agreement is intended to establish the terms regarding the payment of the CIF and the rights and obligations of the parties. By entering into this Agreement, the Town shall not be required or obligated to issue any permits or approvals, pursuant to any Town bylaws or ordinances, that may be necessary for the Company to obtain the License or to operate a Marijuana Establishment at the Facility. Furthermore, the Agreement shall not prevent the Town from any enforcement action against the Company or its License for violation of the terms of any permits or approvals that may be issued by the Town.
17. This Agreement shall be binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without written agreement, executed by both parties.
18. The Company agrees to comply with all laws, rules, regulations and orders applicable to the License, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary state and local licenses, permits, and approvals required for any work performed or business operated.
19. Any and all notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, or if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
20. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it shall not challenge the enforceability of any provision included in this Agreement.
21. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the parties submit to the

jurisdiction of any appropriate court located in Massachusetts for the adjudication of disputes arising out of this Agreement.

22. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
23. This Agreement shall also be null and void in the event that the Company:
- a. Does not commence sales at the Facility in the Town; or
  - b. Relocates the License out of the Town. Notwithstanding, in the case of any relocation out of Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the gross sales that occurred while the Company operated within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company.
24. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ROWLEY

By: Cliff Pearce  
Name: Cliff Pearce  
Its: Chairman Rowley Ed et al  
Duly Authorized Sebetman

MORANDO BRANDS, LLC

By: Edward S Moranto  
Name: Edward S Moranto  
Its: Manager  
Duly Authorized



## **Plan to Positively Impact Areas of Disproportionate Impact Morando Brands LLC "Morando Brands"**

Morando Brands is committed to doing its part for Massachusetts communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. Using data from Commission-approved areas of Disproportionate Impact, Our plan focuses on three areas:

- Employment
- Work Shops for Job Training for positions in Mass Cannabis business
- The Use of Suppliers, Contractors and Business Partners.

### **Employment Goals**

Provide career opportunities to residents of Areas of Disproportionate Impact in select census tracts in Lynn, Chelsea, Haverhill and Boston. Morando Brands shall hire 20% of its work force that are residents from Massachusetts who have past drug convictions.

- 1st year goal: 20% of Morando Brands workforce to be composed of employees that meet the above criteria. (based on 20 employees)
  - 1 employee from Chelsea
  - 1 employee from Lynn
  - 1 employee from Haverhill
  - 1 employee from Boston
  - 1 employee with a previous drug conviction from one of the above cities located above
- 2<sup>nd</sup> year goal: 20% of our Morando Brands workforce to be composed of employees that meet the above criteria. (based on 30 employees)
  - 1-3 employees from Chelsea
  - 1-3 employees from Lynn
  - 1-3 employees from Haverhill
- 3<sup>rd</sup> year goal and beyond: 30% of Morando Brands workforce and at least one management role composed of employees that meet the above criteria.
  - 3 employees from Chelsea
  - 3 employees from Lynn
  - 3 employees from Haverhill
  - 2 employees from Boston
- 

**Programs** - Our focus is to target residents that live in Commission-approved areas of Disproportionate Impact for job opportunities within our company. These postings will specifically encourage candidates from these areas. Specifically, Morando Brands LLC will:

## Morando Brands LLC - Positively Impact Areas of Disproportionate Impact

1. Utilize industry recruitment websites, our social media presence and traditional hiring platforms including MassHire, a Massachusetts One Stop Career center that serves the Boston, Lynn, Northshore and Merrimack valley.
2. Actively seek candidates for our efforts for continued growth in the industry, Specifically, Morando Brands will:
  - Attend Two (2) job fairs annually, One (1) every 6 months
  - Post job postings at least every three (3) months. We will post jobs more frequently as more jobs become available, which encourage candidates from areas of disproportionate impact to enter into the Adult Use Cannabis Industry.

**Measurements** - Six months after opening and at the end of each year of operation we will conduct an analysis and create a report on the demographics of our workforce and applicants that will include the number and percentage of employees hired from areas of disproportionate Impact.

Specific metrics we will measure:

- Census tracts of job candidates.
- How many employees we have hired who are from areas of disproportionate impact.
- Methods used for reaching those employees and which methods had the most engagement.
- How many people from areas of disproportionate impact were interviewed or engaged with.
- Demographics of our employees.

The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

### **Work Shop for Employment Training in the Cannabis Business**

1. Provide **Mentoring, Professional, and Technical services** to residents of commission approved areas of disproportionate impact in select census tracts in Lynn, Chelsea and Haverhill.

Morando Brands LLC plans to arm impacted individuals with the necessary tools to succeed in employment search by conducting four (4) workshops, one per quarter, during its first year of business to educate candidates on the employment search process.

Morando Brands LLC will create a section on its manufacturing website

## Morando Brands LLC - Positively Impact Areas of Disproportionate Impact

for Massachusetts Cannabis businesses located in disproportionate areas to help connect workshop attendees with suitable employment opportunities. Work Shops will be held in two separate locations leased by the applicant.

- **Day 1 workshops** (2 hour sessions) by experienced advisors will be present to conduct workshops in a classroom environment regarding effective methods for searching for employment, resume-writing, cover letter-writing, and examples for successful interviewing. The office building located 87 Main Street, North Reading MA 01864
- **Day 2 workshops** (4-6 hour sessions) will be held at Morando Brands manufacturing facility located at 319 Newburyport Turnpike, Rowley MA 01969 for on job training for multiple positions commonly found in the cannabis business such as; Laboratory Assistants, shipping & receiving, Mechanical maintenance, manufacturing & laboratory cleaning, security personnel, and other general positions.

### 2. Goals

- Year 1 goal: Mentor a minimum of 12 individuals at each workshop from disproportionate impact areas and measure the positive impact by amount of attendees that secure employment positions at Morando Brands or Massachusetts Cannabis companies who have visited the Morando Brands website and have interviewed or hired personnel as a result of the program
- Year 2 goal: Continue and expand the program to 2 workshops per quarter if a positive impact has been realized.

**Measurements** Annually, Morando Brands will conduct an analysis and create a report on the following metrics:

- Amounts of attendees for each workshop.
- Percentages of attendees that take a position with Morando Brands
- Percentages of attendees that take a position or have been interviewed for positions with other Massachusetts Cannabis businesses in impacted areas that have accessed the Morando Brands website page designated for employment resource sharing

### The use of Suppliers, Contractors and Business

**Goals** - To the extent possible, engage with suppliers, contractors and business partners who are past or present residents of commission approved Areas of Disproportionate

## Morando Brands LLC - Positively Impact Areas of Disproportionate Impact

Impact in select census tracts in Lynn, Chelsea, Haverhill and Boston. Morando Brands will prioritize industry relationships with Marijuana Establishments that are Economic Empowerment priority applicants, Social Equity Program participants or have attained Social Justice Leader rating from the Commission. Our goal is for:

- ~20% of our contractors to meet the above criteria.
  - 5% Contractors from Lynn
  - 5% Contractors from Chelsea
  - 5% Contractors from Boston
  - 5% Contractors from Haverhill
- ~20% of our non-marijuana suppliers to meet the above criteria.
  - 5% Suppliers from Chelsea
  - 5% Suppliers from Boston
  - 5% Suppliers from Haverhill
  - 5% Suppliers from Lynn
- ~20% of our marijuana business partners to meet the above criteria in year 1.
  - 10% ME business partners from Lynn, Haverhill and Chelsea
  - 10% ME business partners from Boston
- ~25% of our marijuana business partners to meet the above criteria after year 2.
  - 15% ME business partners from Lynn, Haverhill and Chelsea
  - 10% ME business partners from Boston

**Measurement-** Annually, Morando Brands will review and create a report on the following metrics:

- Demographics of our contractors, suppliers and business partners.
- Total number of contractors, suppliers and business partners.
- Total number and percentage of contractors, suppliers and business partners that are past or present residents of areas of disproportionate impact, Economic Empowerment priority applicants, Social Equity Program participants or have attained Social Justice Leader rating from the Commission.
- Census Tracts and Locations of our contractors, suppliers and business partners.
- This analysis will include whether we have met the goals outlined in this plan. If these goals are not met, the programs will be evaluated, and a determination will be made if changes need to be made.
- The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

## ADDITIONAL STATEMENTS

Morando Brands LLC will adhere to the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.



## Morando Brands LLC - Positively Impact Areas of Disproportionate Impact

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

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

Secretary of the Commonwealth

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

**Foreign Limited Liability Company****Application for Registration**

(General Laws Chapter 156C, Section 48)

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

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

**Morando Brands LLC**

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts: \_\_\_\_\_

(2) The jurisdiction\* where the limited liability company was organized:

**Delaware**(3) The date of organization in that jurisdiction: **March 18, 2015**

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

**Intellectual Property Licensing**

(5) The business address of its principal office:

**87 Main Street  
North Reading, MA 01864**

(6) The business address of its principal office in the Commonwealth, if any:

**87 Main Street  
North Reading, MA 01864**

(7) The name and business address, if different from principal office location, of each manager:

**Not Applicable - There are no Managers**

- (8) The name and business address 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

Edward S. Morando

87 Main Street  
North Reading, MA 01864

- (9) The name and street address of the resident agent in the Commonwealth:

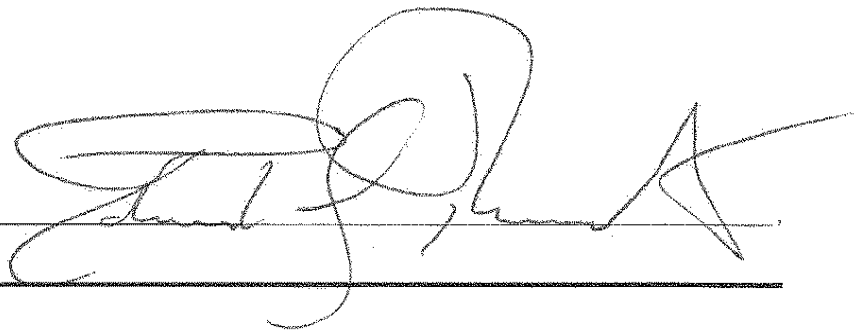
Paul Peter Nicolai, Esquire

Nicolai Law Group, P.C.  
One Monarch Place, Suite 1230  
Springfield, MA 01144-4006

- (10) The latest date of dissolution, if specified: \_\_\_\_\_

- (11) Additional matters:

Signed by (by at least one authorized signatory):



Paul Peter Nicolai

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

\* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "MORANDO BRANDS LLC" IS DULY FORMED  
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND  
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS  
OF THE FIFTEENTH DAY OF OCTOBER, A.D. 2015.

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



5712605 8300

SR# 20150516411

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 10247205

Date: 10-15-15



-----  
Carol A. Hebert  
Paralegal  
Nicolai Law Group, P.C.  
MONARCH PLACE  
One Monarch Place, Suite 1230  
Springfield, MA 01144-4006  
v: 413-272-2000, ext. 223  
f: 413-272-2010  
e-mail: carol.hebert@niclawgrp.com  
visit us at: www.niclawgrp.com

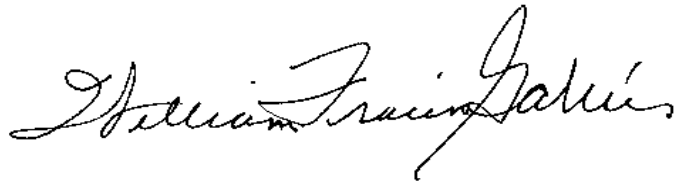
U.S. Treasury Regulations require Nicolai Law Group, P.C. to inform you that any U.S. federal tax advice in this communication (including attachments) is not intended or written by the author to be used, and cannot be used, to (1) avoid penalties that may be imposed on a taxpayer or (2) promote, market, or recommend to another party any transaction or other matter addressed in this message.

ELECTRONIC TRANSACTIONS: If this communication relates to the negotiation of a contract, any electronic transaction or electronic signature statutes shall not apply; contract formation shall occur only on the mutual delivery of manually signed original documents unless otherwise specifically stated.

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 19, 2015 02:13 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**UNANIMOUS WRITTEN CONSENT OF  
THE SOLE MEMBER OF  
Morando Brands LLC**

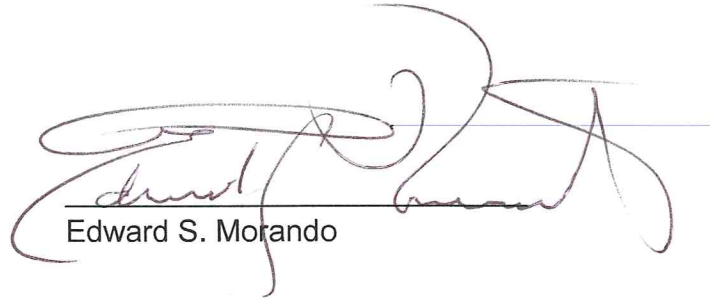
The undersigned, being the Sole Member of Morando Brands, LLC, a Delaware Limited Liability Company registered as a foreign Limited Liability Company in the Commonwealth of Massachusetts ("Company"), hereby consents to and takes the following action in accordance with Section 18-404 of the Delaware Code and Sections 11 and 20 of the Company's Operating Agreement, such action to have the same force and effect as if taken at a duly called meeting of the Members.

**VOTED:** That Section 3 of the Company's Operating Agreement dated November 19, 2014 be and it hereby is revised to read:

*The purposes of the Limited Liability Company are to engage in the business of producing, manufacturing, distributing and selling food, beverage, supplementary nutrition and cosmetic products especially food, beverage, supplementary nutrition and cosmetic products containing or based on cannabis, hemp or CBD ingredients or derivatives; licensing intellectual property assets, to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Limited Liability Company and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the Members in their discretion may deem desirable.*

**VOTED:** That said amendment of the Company's Operating Agreement be effective as of the date of this Consent.

Dated: March 7, 2019



Edward S. Morando





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

mass.gov/dor

Letter ID: L0605178048  
Notice Date: July 14, 2021  
Case ID: 0-001-203-873



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MORANDO BRANDS LLC  
2 BARR RD  
PEABODY MA 01960-4610

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

The Commissioner of Revenue certifies that, as of the date of this certificate, MORANDO BRANDS 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, 9:00 a.m. to 4:00 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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: 2dzmbR



William Francis Galvin  
Secretary of the  
Commonwealth

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

June 17, 2021

TO WHOM IT MAY CONCERN:

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

**MORANDO BRANDS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 19, 2015**.

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 or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; 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: **NONE**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **EDWARD S, MORANDO**



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

=====

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**MORANDO BRANDS LLC**

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**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**MORANDO BRANDS LLC**

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**DECLARATION OF AGREEMENT**, made November \_\_, 2014, by Edward S. Morando, having an address at 87 Main St, N. Reading, MA 01864 ("Member"). Said Member and such other persons or entities which hereafter become Members in accordance with the provisions of this Agreement are hereinafter referred to as "Members".

**WITNESSETH:**

**WHEREAS**, the Member desires to form a limited liability company pursuant to the laws of the State of Delaware for the purposes hereinafter set forth, and to establish the rights and obligations of Members in connection with the limited liability company;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other valuable consideration, the agreement of the Members shall be as follows:

**1. Formation**

The Member hereby has formed a limited liability company (the "Limited Liability Company") pursuant to the provisions of the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, for the purposes and the period and upon the terms and conditions hereinafter set forth. The Member has caused to be filed the Certificate of Formation of the Limited Liability Company, and shall execute, acknowledge, swear to and file any other documents required under applicable law.

**2. Name**

The name of the Limited Liability Company shall be Morando Brands LLC, and all business of the Limited Liability Company shall be conducted under said name, or such other name as the Members from time to time may determine.

**3. Purposes**

The purposes of the Limited Liability Company are to engage in the business of licensing intellectual property assets, to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Limited Liability Company; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the Members in their discretion may deem desirable.

**4. Place of Business**

The principal place of business of the Limited Liability Company (and the specified office at which the records required to be maintained by the Limited Liability Company under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104 are to be kept) shall be at 87 Main St, N Reading, MA 01864, or at such other or additional places of business within or outside of the State of Delaware as the Members from time to time may designate. The Members shall notify the other Members of any change of the principal place of business and specified office.

The Limited Liability Company hereby designates The Corporation Trust Company, whose post office address is 1209 Orange St, Wilmington, DE 19801, as the Registered Agent of the Limited Liability Company for service of process.

The registered office and Registered Agent may be changed from time to time by the Members by filing the prescribed forms with the appropriate governmental authorities.

#### **5. Term**

The term of the Limited Liability Company shall commence on the filing of the Certificate of Formation of the Limited Liability Company, and shall continue until the occurrence of an event hereinafter set forth which causes the termination of the Limited Liability Company.

#### **6. Capital Contributions**

The Member shall contribute to the capital of the Limited Liability Company \$1.00.

The Members shall not be required to make any additional capital contributions.

Except as specifically provided in this Agreement or required by law, no Member shall have the right to withdraw or reduce his contributions to the capital of the Limited Liability Company until the termination of the Limited Liability Company. No Member shall have the right to demand and receive any distribution from the Limited Liability Company in any form other than cash, regardless of the nature of such Member's capital contribution. No Member shall be paid interest on capital contributions to the Limited Liability Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Limited Liability Company shall be limited to paying: the capital contribution of such Member when due under this Agreement; such Member's share of any undistributed assets of the Limited Liability Company; and (only if and to the extent at any time required by applicable law) any amounts previously distributed to such Member by the Limited Liability Company.

#### **7. Loans and Advances by Members**

If any Member shall loan or advance any funds to the Limited Liability Company in excess of the capital contribution of such Member prescribed herein, such loan or advance shall not be deemed a capital contribution to the Limited Liability Company and shall not in any respect increase such Member's interest in the Limited Liability Company.

#### **8. Allocations and Distributions**

As used in this Agreement, the terms "net profits" and "net losses" shall mean the profits or losses of the Limited Liability Company from the conduct of the Limited Liability Company's business, after all expenses incurred in connection therewith have been paid or provided for. The net profits or net losses of the Limited Liability Company shall be determined by the Limited Liability Company's accountants in accordance with generally accepted accounting principles applied in determining the income, gains, expenses, deductions or losses, as the case may be, reported by the Limited Liability Company for federal income tax purposes.

The term "cash receipts" shall mean all cash receipts of the Limited Liability Company from whatever source derived, including without limitation capital contributions made by the Members; the proceeds of any sale, exchange, or other disposition of all or any part of the assets of the Limited Liability Company; the proceeds of any loan to the Limited Liability Company; the proceeds of any insurance policy payable to the Limited Liability Company; and the proceeds from the liquidation of the assets of the Limited Liability Company following a termination of the Limited Liability Company.

The "capital account" for each Member shall mean the account established, determined and maintained for such Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). The capital account for each Member shall be **increased by** (1) the amount of money contributed by such Member to the Limited Liability Company, (2) the fair market value of property contributed by such Member to the Limited Liability Company (net of liabilities secured by such contributed property that the Limited Liability Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code), and (3) allocations to such Member of Limited Liability Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in subsection (b)(4)(i) of said Regulation, and shall be **decreased by** (4) the amount of money distributed to such Member by the Limited Liability Company, (5) the fair market value of property distributed to such Member by the Limited Liability Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Member of expenditures of the Limited Liability Company described in Section 705(a)(2)(B) of the Code, and (7) allocations of Limited Liability Company loss and deduction (or items thereof) including loss and deduction described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in (6) above and loss or deduction described in subsections (b)(4)(i) or (b)(4)(iii) of said Regulation. Net profits and net losses of the Limited Liability Company from other than capital transactions, as of the end of any fiscal year or other period, shall be credited or charged to the capital accounts of the Members prior to any charge or credit to said capital accounts for net profits and net losses of the Limited Liability Company from capital transactions as of the end of such fiscal year or other period. The capital account for each Member shall be otherwise adjusted in accordance with the additional rules of Trea. Reg. Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member below:

<u>Members</u>	<u>Percentage Interest</u>
Edward S. Morando	-- 100 percent

During each fiscal year, the net profits and net losses of the Limited Liability Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Limited Liability Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Limited Liability Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to such excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Limited Liability Company shall be applied in the following order of priority: (a) to the payment by the Limited Liability Company of amounts due on debts and lia-

bilities of the Limited Liability Company other than to any Member, and operating expenses of the Limited Liability Company; (b) to the payment of interest and amortization due on any loan made to the Limited Liability Company by any Member; (c) to the establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation reserves for the operation of the Limited Liability Company's business, taxes and contingencies; and (d) to the repayment of any loans made to the Limited Liability Company by any Member. Thereafter, the cash receipts of the Limited Liability Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts of the Limited Liability Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

**Special Allocations** -- Notwithstanding the preceding provisions of this Article 8, the following special allocations shall be made in the following order:

(1) Minimum Gain Chargeback -- Except as otherwise provided in Trea. Reg. Section 1.704-2(f), if there is a net decrease in partnership minimum gain (within the meaning of Trea. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) during any fiscal year, each Member shall be allocated items of the Limited Liability Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Trea. Reg. Section 1.704-2(g). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(f)(6) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(f) and shall be interpreted consistently therewith.

(2) Partner Minimum Gain Chargeback -- Except as otherwise provided in Trea. Reg. Section 1.704-2(i)(4), if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any fiscal year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(5), shall be allocated items of the Limited Liability Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(4). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(i)(4) and 1.704-2(j)(2). As used herein, "partner nonrecourse debt" has



the meaning set forth in Trea. Reg. Section 1.704-2(b)(4). As used herein, "partner nonrecourse debt minimum gain" shall mean an amount, with respect to each partner nonrecourse debt, equal to the partnership minimum gain (within the meaning of Trea. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) that would result if such partner nonrecourse debt were treated as a nonrecourse liability (within the meaning of Trea. Reg. Section 1.704-2(b)(3)) determined in accordance with Trea. Reg. Section 1.704-2(i)(3). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(3) Qualified Income Offset -- In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Trea. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of the Limited Liability Company's income and gain shall be allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any adjusted capital account deficit in such Member's capital account, as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have an adjusted capital account deficit in such Member's capital account after all other allocations provided for in this Article 8 have been tentatively made as if this provision were not in this Agreement. As used herein, "adjusted capital account deficit" shall mean the deficit balance, if any, in a Member's capital account at the end of the relevant fiscal year after the following adjustments: (i) credit to such capital account the minimum gain chargeback which the Member is obligated to restore pursuant to the penultimate sentences of Trea. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such capital account the items described in Trea. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This provision is intended to constitute a qualified income offset within the meaning of Trea. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(4) Gross Income Allocation -- In the event any Member has a deficit capital account at the end of any fiscal year which is in excess of the sum of the amounts such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Trea. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be allocated items of the Limited Liability Company's income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Member would have a deficit in such Member's capital account in excess of such sum after all other allocations provided for in this Article 8 have been tentatively made as if this provision and the provisions of clause (3) above were not in this Agreement.

(5) Nonrecourse Deductions -- Nonrecourse deductions (within the meaning of Trea. Reg. Section 1.704-2(b)(1)) for any fiscal year shall be allocated among the Members in proportion to the Members' Percentage Interests.

(6) Partner Nonrecourse Deductions -- Any partner nonrecourse deductions (within the meaning of Trea. Reg. Sections 1.704-2(b)(1) and 1.704-2(b)(2)) for any fiscal year shall be allocated to the Member who bears the economic risk of loss with respect to the

partner nonrecourse debt (within the meaning of Trea. Reg. Section 1.704-2(b)(4)) to which such partner nonrecourse deductions are attributable in accordance with Trea. Reg. Section 1.704-2(i)(1).

(7) Other Mandatory Allocations -- In the event Section 704(c) of the Internal Revenue Code or the Regulations thereunder require allocations in a manner different than that set forth above in this Article 8, the provisions of Section 704(c) and the Regulations thereunder shall control such allocations among the Members.

It is the intention of the Members that the allocations hereunder shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Trea. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions hereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and the Members shall amend the terms of this Agreement to add such provisions, and any such amendment shall be retroactive to whatever extent required to create allocations with a substantial economic effect.

## **9. Books, Records and Tax Returns**

At all times during the continuance of the Limited Liability Company, the Members shall keep or cause to be kept complete and accurate records and books of account in which shall be entered each transaction of the Limited Liability Company in accordance with generally accepted accounting principles.

The Limited Liability Company shall furnish to each Member, within seventy-five days after the end of each fiscal year, an annual report of the Limited Liability Company which shall include a balance sheet as of the end of such fiscal year; a profit and loss statement of the Limited Liability Company for such fiscal year; a statement of the balance in the capital account of such Member; and the amount of such Member's share of the Limited Liability Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Limited Liability Company shall prepare or cause to be prepared all federal, state and local income tax and information returns for the Limited Liability Company, and shall cause such tax and information returns to be filed timely with the appropriate governmental authorities. Within seventy-five days after the end of each fiscal year, the Limited Liability Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Limited Liability Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Limited Liability Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Limited Liability Company by the unanimous vote or consent of the Members. The tax matters partner shall take such action as may be necessary to cause each other Member to become a notice member within the meaning of Section 6223 of the Code. The tax matters partner may not take any action con-

templated by Sections 6222 through 6232 of the Code without the consent of the Limited Liability Company by the unanimous vote or consent of the Members.

All such records, books of account, tax and information returns, and reports and statements, together with executed copies of this Agreement, shall at all times be maintained at the principal place of business of the Limited Liability Company, and shall be open to the inspection and examination of the Members or their duly authorized representatives during regular business hours. Each Member, or a duly authorized representative of such Member, may make copies of the Limited Liability Company's books of account and records at the expense of such Member. Any Member, at the expense of such Member, may conduct an audit of the Limited Liability Company's books of account and records.

The Limited Liability Company shall furnish to each Member, promptly upon request, a current list of the names and addresses of all of the Members of the Limited Liability Company, and any other persons or entities having any financial interest in the Limited Liability Company.

The cost of preparing all of the aforesaid records, books, returns and other items shall be borne by the Limited Liability Company. Upon request of the Limited Liability Company, the Members shall pay to the Limited Liability Company, in proportion to the Members' Percentage Interests, the cost of preparing same, not to exceed in the aggregate \$2,000 for each fiscal year.

#### **10. Bank Accounts**

All funds of the Limited Liability Company shall be deposited in the Limited Liability Company's name in such bank account or accounts as shall be designated by the Members. Withdrawals from any such bank accounts shall be made only in the regular course of business of the Limited Liability Company and shall be made upon such signature or signatures as the Members from time to time may designate.

#### **11. Management of the Limited Liability Company**

The business and affairs of the Limited Liability Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of Delaware.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Limited Liability Company and all determinations made in accordance with this Agreement shall be made by the unanimous vote or consent of the Members.

The Members shall devote such time and attention as the Members deem necessary to the conduct and management of the business and affairs of the Limited Liability Company.

Each of the Members shall have authority to execute instruments on behalf of the Limited Liability Company.

The Members shall receive, as compensation for the services of the Members to the Limited Liability Company, such sums as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

#### **12. Competing Business Activities**

Each Member may engage in, invest in, participate in, or otherwise enter into, any other businesses or professions of every nature and description, now or hereafter existing, individually or with

others including other Members, whether or not such businesses or professions compete directly with the Limited Liability Company. Neither the Limited Liability Company nor any other Member shall have any rights in or to any such business or profession or the income or profits therefor. No Member shall be obligated to afford to the Limited Liability Company any business opportunity. No Member shall be deemed to be acting as a nominee of the Limited Liability Company unless it has been so designated by a writing executed by the Limited Liability Company and such Member.

### **13. Assignment of Interests**

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Limited Liability Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of his interest in the Limited Liability Company, including without limitation the capital, profits or distributions of the Limited Liability Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Limited Liability Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Limited Liability Company to any of the following (collectively the "permitted assignees"): the spouse, parents, sisters, brothers, descendants, nieces or nephews of such Member, other than a minor or incompetent; any other Member; or the spouse, parents, sisters, brothers, descendants, nieces or nephews of a Member, other than a minor or incompetent; or trust for the sole benefit of one or more of the foregoing; or any person, corporation, partnership or other entity, provided that such assignment is in compliance with the procedures and restrictions hereinafter set forth. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such permitted assignee applies for admission to the Limited Liability Company and is admitted to the Limited Liability Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Limited Liability Company or other person holding any interest in the Limited Liability Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Limited Liability Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Limited Liability Company, has been delivered to the Limited Liability Company.

As between a Member and an assignee or transferee of such Member's interest in accordance with this Agreement, allocations and distributions for any fiscal year shall be apportioned as of the date of the assignment or transfer, on the basis of the number of days before and after said date, without regard to the results of the Limited Liability Company's operations before or after the assignment or transfer.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Limited Liability Company within the meaning of Section 708 of the Internal Revenue Code



or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Limited Liability Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable federal and state securities laws. No interest in the Limited Liability Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Limited Liability Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Limited Liability Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Limited Liability Company to establish to the satisfaction of the Limited Liability Company that an interest has been assigned or transferred in accordance with this Agreement.

Notwithstanding the foregoing, so long as there is only one Member, said Member may freely assign, transfer or otherwise dispose of all or any part of said Member's interest in the Limited Liability Company.

#### **14. Admission of New Members**

The Members may admit new Members (or transferees of any interests of existing Members) into the Limited Liability Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Limited Liability Company, as the Limited Liability Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Certificate of Formation, which the Limited Liability Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Limited Liability Company. The Limited Liability Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Limited Liability Company if such admission would be in violation of applicable federal or state securities laws or would adversely affect the treatment of the Limited Liability Company as a partnership for income tax purposes.

#### **15. Withdrawal Events Regarding Members and Election to Continue the Limited Liability Company**

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occur-

rence of any other event which terminates the continued membership of a Member in the Limited Liability Company pursuant to the laws of Delaware (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Limited Liability Company shall terminate sixty days after notice to the Members of such Withdrawal Event unless the business of the Limited Liability Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Limited Liability Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Limited Liability Company.

Each of the Members hereby agrees that within forty-five days after a Withdrawal Event, each promptly shall consent, in writing, to continue the business of the Limited Liability Company. The sole remedy for breach of a Member's obligation to consent to continue the business of the Limited Liability Company under this paragraph shall be money damages (and not specific performance).

In the event of a Withdrawal Event with respect to any Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interest of such Member in the Limited Liability Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

Notwithstanding the foregoing, if the Limited Liability Company has only one Member and a Withdrawal Event occurs with respect to such Member, the successors in interest to such Member shall be entitled to elect to continue the Limited Liability Company as aforesaid.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of his assets; or makes a general assignment for the benefit of creditors; or is adjudicated a bankrupt or an insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against him in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or takes any action for the purpose of effecting any of the foregoing; or an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

## **16. Dissolution and Liquidation**

The Limited Liability Company shall terminate upon the occurrence of any of the following: the election by the Members to dissolve the Limited Liability Company made by the unanimous vote or consent of the Members; the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Limited Liability Company as provided for in Article 15 above; or any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Limited Liability Company.

The liquidation of the Limited Liability Company shall be conducted and supervised by a person designated for such purposes by the unanimous vote or consent of the Members (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Limited Liability Company in accordance with this Agreement.

Promptly after the termination of the Limited Liability Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Limited Liability Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Limited Liability Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Limited Liability Company shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the Limited Liability Company, other than debts and liabilities to Members; (b) to the payment of debts and liabilities to Members; (c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Limited Liability Company, which reserves shall be paid over to an attorney-at-law admitted to practice in the State of Delaware as escrowee, to be held for a period of two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in his capital account, in accordance with the rules and requirements of Trea. Reg. Section 1.704-1(b)(2)(ii)(b); and (e) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Trea. Reg. Section 1.704-1(b)(2)(ii)(b).

If the Liquidating Agent shall determine that it is not practicable to liquidate all of the assets of the Limited Liability Company, the Liquidating Agent may retain assets having a fair market value equal to the amount by which the net proceeds of liquidated assets are insufficient to satisfy the debts and liabilities referred to above. If, in the absolute judgment of the Liquidating Agent, it is not feasible to distribute to each Member his proportionate share of each asset, the Liquidating Agent may allocate and distribute specific assets to one or more Member in such manner as the Liquidating Agent shall determine to be fair and equitable, taking into consideration the basis for tax purposes of each asset.

Upon compliance with the distribution plan, the Members shall cease to be such, and the Limited Liability Company shall execute, acknowledge and cause to be filed such certificates and other instruments as may be necessary or appropriate to evidence the dissolution and termination of the Limited Liability Company.

### **17. Representations of Members**

Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Limited Liability Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its state of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by

the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any state or other governmental authorities, as the same may be amended.

#### **18. Notices**

All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Limited Liability Company, to the Limited Liability Company at the principal place of business of the Limited Liability Company heretofore stated or to such other address or addresses as may be designated by the Limited Liability Company by notice to the Members pursuant to this Article 18; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Limited Liability Company and the other Members pursuant to this Article 18. Each Member shall keep the Limited Liability Company and the other Members informed of such Member's current address.

#### **19. Arbitration**

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Limited Liability Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorneys' fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

#### **20. Amendments**

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the unanimous vote or consent of the Members. No amendment may be made to Articles 6, 8, 13 and 16 hereof, insofar as said Articles apply to the financial interests of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

## **21. Miscellaneous**

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Delaware. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities. References to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, and any successor or superseding federal revenue statute.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104. If the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104 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.

Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.



**IN WITNESS WHEREOF**, the Member has executed this Agreement on the date first above written.

**In the presence of:**

---

Edward S. Morando

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**CERTIFICATE OF FORMATION  
OF  
MORANDO BRANDS LLC**

The undersigned, being a natural person of at least 18 years of age and acting as the Organizer of the Limited Liability Company hereby being formed under the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, does hereby adopt the following Certificate of Formation for the Limited Liability Company:

FIRST: The name of the Limited Liability Company is:

Morando Brands LLC

SECOND: The term of existence of the Limited Liability Company shall be perpetual, unless the Limited Liability Company is sooner terminated by the occurrence of an event set forth in the Limited Liability Company Agreement.

THIRD: The Limited Liability Company is organized for the following purposes: are to engage in the business of licensing intellectual property assets and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the Members in their discretion may deem desirable.

FOURTH: The street address of the initial registered office of the Limited Liability Company in Delaware is 1209 Orange St, Wilmington, DE 19801, and the name of the initial registered agent of the Limited Liability Company to whom process may be sent in Delaware at that address is The Corporation Trust Company.

FIFTH: The principal office of the Limited Liability Company is 87 Main St, N Reading, MA 01864.

SIXTH: The Limited Liability Company will be operated by the Members, and no manager will be appointed. The name and address of the sole Member are: Edward S. Morando, having an address at 87 Main St, N. Reading, MA 01864

SEVENTH: The existing Members shall have the right to admit additional Members to the Limited Liability Company, by the unanimous vote or consent of the Members, in accordance with the terms and conditions of the Limited Liability Company Agreement of the Limited Liability Company.

EIGHTH: If there later are more than one Members, the remaining Members of the Limited Liability Company, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), may continue the Limited Liability Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company.

NINTH: The name and business address of the Organizer of the Limited Liability Company are: Carol A. Hebert, 1 Monarch Pl Ste 1230, Springfield, MA 01144.

TENTH: None of the Members of the Limited Liability Company are liable for payment of any debt, obligation or other liability of the Limited Liability Company.

**IN WITNESS WHEREOF**, the undersigned has executed and acknowledged this Certificate of Formation on November \_\_, 2014.

---

Carol A. Hebert  
Organizer

Return to:

Paul Peter Nicolai, Esq.  
Nicolai Law Group, P.C.  
1 Monarch Pl Ste 1230  
Springfield, MA 01144

**CERTIFICATE OF FORMATION  
OF  
MORANDO BRANDS LLC**

Filed by:

Paul Peter Nicolai, Esq.  
Nicolai Law Group, P.C.  
1 Monarch Pl Ste 1230  
Springfield, MA 01144

**CONSENT TO APPOINTMENT  
BY REGISTERED AGENT**

I, having been named as Registered Agent for Morando Brands LLC, hereby voluntarily consent to serve as Registered Agent for Morando Brands LLC.

I know and understand the duties and responsibilities of a Registered Agent as set forth in the Delaware Code Annotated, Title 6, Sections 18-101 to 18-1104, and I hereby accept those duties and responsibilities.

Dated: November , 2014

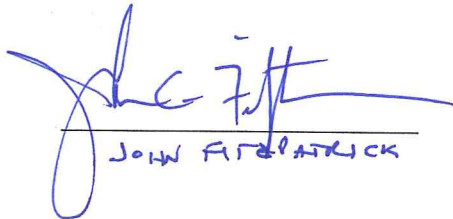
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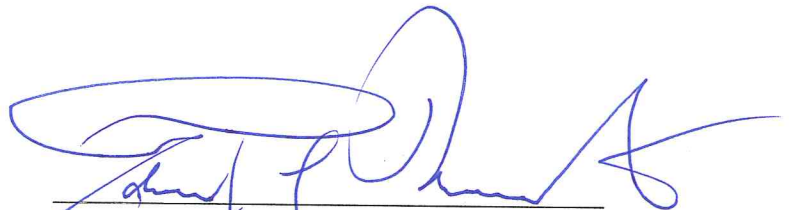
The Corporation Trust Company



IN WITNESS WHEREOF, the Member has executed this Agreement on the date first above written.

In the presence of:

  
\_\_\_\_\_  
JOHN FITZPATRICK

  
\_\_\_\_\_  
Edward S. Morando



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Stratford Insurance Financial Services, Inc. 181A South Main Street Middleton, MA 01949	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 617-394-9300	<b>FAX (A/C, No):</b> 617-394-9301
<b>INSURED</b>  Morando Brands LLC c/o Edward Morando 87 Main St North Reading, MA 01864	<b>E-MAIL ADDRESS:</b> info@StratfordIns.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Penn-America Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			PAV0178069	08/14/18	08/14/19	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>Josur LLC</b> 124 Jewett St. Georgetown, MA 01833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Michael T Supino

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## Plan for Obtaining Liability Insurance

Plan for Obtaining Liability Insurance Morando Brands LLC has obtained a commitment for liability insurance and other general coverage to provide for general liability, property coverage, coverage for business income and additional expenses and product liability.

Kinsale Insurance Company A.M. Best Company Rating: A (Excellent) Financial Size Category: IX CRC Commercial Solutions - Boston, MA - McCulle Wright QUOTE RE: Morando Brands LLC 87 Main St North Reading, MA 01864 Submission #:02488456 Quote Letter #:08176484 Quote Date:03/26/2021 Company: Kinsale Insurance Company Policy Term: 04/01/2021 - 04/01/2022 Coverage Form: Commercial General Liability - Claims Made Retro Date: Inception Description Of Operations: Manufacturer and Retailer of Hemp/CBD Products We are pleased to offer the following quote. This quote is valid until 04/01/2021 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. THIS IS NOT A BINDER OF INSURANCE. Limits Each Occurrence Limit \$1,000,000 Damages to Premises Rented to You Limit \$100,000 Medical Expense Limit \$1,000 Personal & Advertising Injury Limit \$1,000,000 General Aggregate Limit \$2,000,000 Products / Completed Operations Aggregate Limit \$2,000,000 Deductibles Per Claim \$2,500 \*\* Deductibles apply to all coverages, damages, and expenses. Coverage Enhancements Primary / Non-Contributory Endorsement Basis of Premium Class Description Exposure Base Exposure Units Rat AFFIDAVIT BY ASSURED Affidavit # \_\_\_\_\_ I/We Morando Brands LLC of North Reading, MA do hereby state that in \_\_\_\_\_, 20\_\_\_\_, I/We directed Stratford Insurance Financial Services, Inc. my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts. I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed: A. The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations. B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund. Signature by Assured Print Name Date: THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER Name of Insured: Morando Brands LLC Address: c/o Edward Morando, 87 Main Street North Reading, MA 01864 Location of Property 319 Newburyport Turnpike Rowley MA 01969 Description: Coverage: GENERAL LIABILITY - COMMERCIAL Limit: Premium: \$2,500.00 I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such. License # \_\_\_\_\_ Signature Date A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her. AFFIDAVIT BY SPECIAL BROKER I, Robert Alkire \_\_\_\_\_ of CRC Insurance Services, Inc. \_\_\_\_\_ in said county of Brevard \_\_\_\_\_ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after

Morando Brands - Business Plan - Product Liability

diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof: Company NAIC# Policy # Premium Kinsale Insurance Company 38920 \$2,500.00 Amendments to Affidavit ( ) Increase ( ) Decrease I hereby verify the foregoing statements and declare that they were made under the penalties of perjury. License # \_1825802 Signature Date\_\_\_\_\_ A copy of this affidavit must be kept in the Special Brokers File and the original filed with the Divis



# **Morando Brands, LLC**

## **Business Plan**

Morando Brands, LLC  
87 Main Street  
North Reading, Massachusetts

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## EXECUTIVE SUMMARY

The business plan that follows outlines the course of action that Morando Brands, LLC intends to execute.

Morando Brands, has licensing rights to the use of an exclusive patented technology that solves current industry and government issues around the regulation of edible cannabis products. There are inconsistencies in the quality and dosing of cannabis in edible forms.

Utilizing new manufacturing technologies Morando Brands will introduce never seen before quality beverage & edible products that are safe and great tasting to the recreational marijuana market.

Manufacturing operations for bulk ingredients & edible products for licensed marijuana Establishments will be performed in a 3,000 foot GMP vaulted facility located in Rowley MA. The facility is equipped with specialized machinery & equipment capable of manufacturing large quantities of quality liquid and powder ingredients used for making edible products. The facility houses an ISO 7 Clean Room, (2) two laboratories fully equipped for new product formulating & quality control testing, and a manufacturing & a processing area. The facility is climate controlled, obscured from the public and fully monitored with video surveillance and complies with all of the conditions specified in the special permit issued from the town of Rowley and filed with the Mass Registry of deeds.

Additionally, Morando Brands will strive to create a binding relationship with state & local authorities with complete transparency. Supporting the local community with good paying job opportunities, creating a safe work-place, developing a professional team and exciting culture that stimulates creativity and innovation are all components for our strategy for success.

## GENERAL COMPANY DESCRIPTION

Morando Brands will offer its services and products to legal Massachusetts licensed Marijuana Establishments. The service provided will be unique and highly specialized in the development, marketing and distribution of novel instant beverage products and edibles. Morando Brands will operate strictly within the existing parameters of MANUFACTURING marijuana laws. Morando Brands **will not** participate or engage in the cultivating, extractions, purchasing or holding of marijuana plants.

### Objectives and Goals

Morando Brands desires to establish a state of the art, secured facility at 319 Newburyport Turnpike, Rowley MA 01969 for the purpose of providing quality bulk ingredients to licensed Marijuana Establishments such as; encapsulation of cannabis actives used in manufacturing of edible products in powder form and ultra sonic emulsification for nan-sized particles in liquid also used for making quality edibles. Additionally, the Morando Brands LLC facility will be capable of producing its own brand of convenient and affordable great-tasting cannabis based products to be sold to licensed Marijuana Establishments in the state of Massachusetts. Morando Brands and its team will operate with complete transparency and comply with all State and Local guidelines, FDA guidelines, DOR tax laws & Massachusetts marijuana distribution laws. Our goal is to be licensed by the state of Massachusetts to commence operations by the 4th quarter of 2021.

### Mission Statement

Morando Brands' team shares a vision of becoming an industry pioneer and establishing itself as a brand within the emerging marijuana marketplace with the highest standards that meet both FDA and GMP guidelines. By using its patented product delivery technology, Morando Brands will be committed to providing the highest quality CBD & THC products and ingredients used for manufacturing edible products to Massachusetts licensed establishments.

### Business Philosophy

Morando Brands is dedicated to taking all of the necessary steps to prevent failure; to learning quickly from our mistakes; to staying up to date and aware of our competitors; to listening with open minds to our partners; to operating with authority while being fair; to conducting business professionally, honestly, with integrity, and taking pride in our work but most importantly *"enjoying what we do"* as we revolutionize the marijuana edible industry.

## MANAGEMENT AND ORGANIZATION

### Ownership

Ownership is broken down currently as:

Edward S. Morando – 50%

Anne M. Morando – 50%

Primary duties will be developing business relationships, hiring staff and personnel, growing sales and overseeing the day to day operations.

### Management

Qualified chemist(s) with experience in formulations, compliance and manufacturing will be hired for formulations and quality control.

A Chief Operations Officer with OSHA certification and industrial machinery experience will be hired to operate and maintain the machinery along with an assistant responsible for cleaning production & lab equipment.

A Chief Security Officer will manage the facility security infrastructure including surveillance equipment, internet protocols, computer software & hardware as well as being the liaison to alarm vendors, fire and police department.

As we grow the reach and diversify our product line, our corporate structure will be further developed with the hiring of regional sales representative and compliance/record keeping. Our goal is to be manufacturing over 2-3 million cups per month for Massachusetts Marijuana Establishments within 2 years.

### Edible Market

After the state of Colorado legalized recreational use of cannabis in 2014, edible products became very popular, especially with new consumers who preferred not to smoke and who perhaps preferred a more discreet manner of consumption since it was still illegal to use marijuana publicly.

Since recreational marijuana retailers have been operating in licensed states, “industry experts say edibles have the potential to be particularly exciting for the Bay State.” It is estimated that edibles constitute somewhere between 10 and 20 percent of the overall retail marijuana market. According to *Forbes*, that share is expected to grow 25 percent annually. Nevada voted to legalize retail pot in 2016 like Massachusetts. In that state, edibles reportedly accounted for 45 percent of all marijuana sales. Given this level of

popularity, it follows that the variety of marijuana-infused foods will grow and be as diverse as what one could find in a grocery store snack aisle.

## **Market Problem**

Federal and State governments have been looking very closely at the edible market as it is considered to have too few standards in packaging, processing and dosing. The days of cooking brownies and chocolates as well as cookies and candies in kitchens that are not up to FDA standards are coming to an end. In the edible market, many see inconsistency of THC content and labeling, but in order for products to be regulated, their packaging must be accurate. Currently, the labeling and THC content claims on edibles are highly inaccurate. For example, in a brownie labeled as containing 50 mg THC, the actual dosage is really only estimated and the product likely contains slightly more or less than 50 mg of THC. In addition, the THC may not be evenly spread across the entire brownie. As a result, consumers are advised to take small chunks of a product to prevent “overdosing” which has been associated with panic attacks, anxiety and trips to the emergency room. The industry will have to conform to standards that exist in other food and beverage industries, and that means every product produced will have to be identical in the amount of THC that is infused into the product.

There are also valid concerns in this emerging market regarding access to edible cannabis products by children. Morando Brands will not make or sell edibles in the distinct shape or likeness of a human, animal, fruit, or cartoon character, and packaging will contain two symbols marking that the product contains marijuana and is not safe for kids.

Packaging will also address the relatively slow metabolization of active ingredients in edibles. Whereas the effects of smoking marijuana hit within a matter of minutes, edibles are far slower to take effect (usually 60 to 90 minutes) — packaging will warn that “impairment effects ... may be delayed by two hours or more.”

Morando Brands products for adult recreational consumption will be limited to 5 mg of THC. And limited to a total of 100 mg (20 individual servings) separated out into servings of no more than five milligrams. Accurate testing of products will become standard methodology.

## **Morando Brands’ Solution and Key Competitive Strength**

Morando Brands will utilize a globally patented manufacturing technology that solves the issues previously described. We have the ability to print THC onto the surface of any substrate, like paper, plastic or even food items. Utilizing our proprietary microencapsulation technology, we will be able to bring quality innovated products to the recreational marijuana market. Our first products will look like empty cups with a

printed image on the bottom. The consumer just adds water into the cup and the flavors and active ingredients automatically infuse into the water, creating a beverage enhanced with THC. There are many advantages to using our manufacturing technology. For example, the microencapsulation creates a buffer that naturally protects the active ingredient (THC) from being prematurely exposed to dust, humidity, human tampering etc. There are also advantages in the handling & shipping cost, as our cups will nest together without any negative results and the cost of shipping empty cups is very low. We can design the encapsulation to print either on the bottom, sidewall or both of the inside of an eco-friendly cup. Below is an image of what the bottom of a potential cup will look like.



## PRODUCTS AND TECHNOLOGY

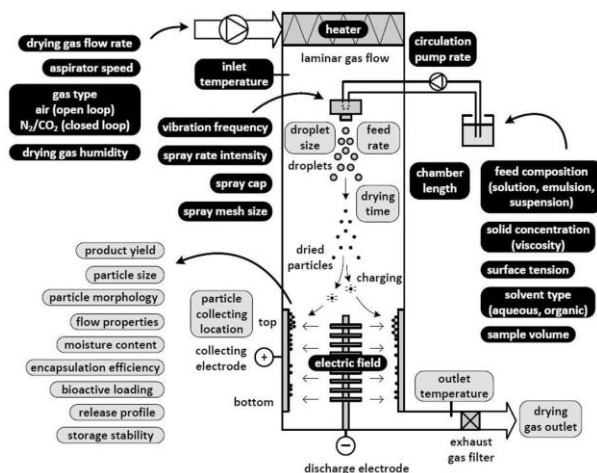
### Products

- Just Add Water Beverage Cups
- THC infused flavored Water 4oz, 16oz bottles
- Nano Emulsified Tinctures 1oz bottles



### Services for bulk ingredients

- Industrial Spray Drying (encapsulated powder)
- Ultra Sonic Emulsification (produces nano-sized particles for quick bio-availability)
- White labeling
- Flavoring & Encapsulation





## Competitive Advantages

Morando Brands stands alone and has no direct competition offering beverage technology designed for creating the perfect THC drink each and every time simply by adding water, juice, or soda. Morando Brands' product line of beverage cups are convenient, portable and ready to pour & serve. There are many products with similar or even the same flavor profiles available in cans and bottles, however, none are offered in an all-inclusive beverage cup.

Other Morando Brands advantages:

- Cup markers for controlled pours providing better drink consistency
- Morando Brands beverage cups do not need refrigeration and require minimum storage space
- Lower production costs and higher profit margins
- Technology is patent protected (**further explanation in sections to come**)
- Ability to quickly adapt top market trends and regulations and develop new, innovative beverage products designed to give clients a competitive advantage in the market place

## Spray Drying

Through spray drying, Morando Brands has been able to take isolated cannabinoids and increase its water solubility, making “free-flowing” THC powders for use in edible products or in food preparation. Encapsulation, on the other hand is the process of putting a “shell” around a core particle, in this case, a cannabinoid.

## The Technology

Microcapsules containing real flavoring "Flavorenes" and THC oil are printed on the cup's interior or other substrate materials in a multi colored customized image. When water or other fluids are added, the microcapsules dissolve, and the “effervection” self-stirring technology uniformly mixes the solution to create a perfectly flavored THC beverage.



Eight (8) Main steps in the process to manufacture “IDP” dosage cups & edibles:

- STEP 1 EMULSIFICATION (PREPARING THE OIL FOR ENCAPSULATION)
- STEP 2 ENCAPSULATION (spray dryer)
- STEP 3 FORMULATIONS (ADDING FLAVOR & OTHER COMPONENTS)
- STEP 4 BINDERS (CREATE A BINDER )
- STEP 5 CREATE THE SLURRY
- STEP 6 PRINT THE SLURRY ON SUBSTRATE (ECO FRIENDLY CUPS, PLA (*Poly Lactic Acid*))
- STEP 7 PRODUCTS DRYING (CUPS ARE PLACED IN A LOW HEAT OVEN FOR DRYING)
- STEP 8 PACKAGING & QUALITY CONTROL (CUPS WITH IMPERFECTIONS ARE PLACED IN A RECAPTURING BATH)

### Ultra-Sonic Emulsification

[Nano-emulsions](#) are emulsions with narrow droplet size distributions centered below approximately 250 nm. Nano-emulsion-based formulations in which all droplets are smaller than 100 nm are optically translucent, achieving progressively higher degree of clarity as the droplet sizes are diminished. These formulations have several attractive properties, including low viscosity, high interfacial surface area and long-term kinetic stability. Nano-emulsions are made using significantly (about 10 times) *lower surfactant amounts* than micro-emulsions or liposomes. They are completely water-compatible and can be easily mixed into water or any beverage.

### Business Development Strategy

Morando Brands will create supply agreements to provide advanced quality products & services for Massachusetts licensed Marijuana Establishments manufactured at Morando Brands using FDA & GMP guidelines.

The initial product line will consist of supplying encapsulation services for powder and liquid nano-emulsified THC active bulk ingredient. This service will provide a strong cash flow for reinvestment for a controlled expansion into the manufacturing of edible

products. Advanced ultra-sonic emulsifier(s) and industrial spray dryer equipment installed at the facility allows Morando Brands to receive product in the form of oil and powder from Massachusetts licensed Marijuana Establishments. The product is prepared for nano-emulsification and encapsulation, processed and returned to the client for a fee.

Morando Brands will ramp-up production for out-put ranging between 5-10 kilos per day for an estimated fee of \$2500 per kilo (\$375,000 - \$750,000 monthly). Our initial discussions for supply agreements with extractors & cultivators prove this to be a solid plan and realistic forecast.

### **Long-term goal**

Morando Brands will develop an initial product line to introduce to licensed Massachusetts licensed Marijuana Establishments. As we continue operations, we will expand our product line and develop innovative consumables utilizing our encapsulation technology. Our pipeline for new products and services include:

- Embedding services for existing brands that require FDA compliance
- White labeling of products using the encapsulation technology
- Beverage "Just add Water" cups

In order to manufacture and meet the forecasted demands for the products listed above on a state-wide level, specialized printing and packaging equipment for high speed production is currently being developed by a large Massachusetts engineering company.

## Forecasts - Monthly

### Bulk Ingredients Services

Processing for provided Ingredients (Tolling Serv)	40 kilos @ 2,500 ea	\$100,000
Processing for (purchased) Ingredients	40 kilos @ 3,500 ea	\$140,000

#### Bulk ingredients

- Nano processed emulsions packaged in 1 liter containers
- Sprayed dried encapsulated powder packaged in 5 kilo containers
- Formulated to Marijuana Establishments specifications

### Edible Products

Just add water cups	500 cases @600 ea	\$300,000
1 case of 30 packages of (5 cups per package)		
THC Water	500 cases @120 ea	\$ 60,000
Monthly Total		\$600,000

#### THC Just Add Water Cups:

- Flavor listed: Fruit Punch, Lemonade, Coconut, Cold pressed orange, Mint
- THC in a single serving not to exceed 5mg THC
- Packages not to exceed 20 cups exceeding 100 mg of active THC

#### THC Water 16 ounce bottles

- Flavor listed: Fruit Punch, Lemonade, Coconut, Cold pressed orange, Mint
- THC in a single serving not to exceed 5mg THC
- Each case will contain 24 bottles

## FINANCIAL FORECASTS & START-UP EXPENSES

Start-up Costs: (yellow background = completion)

### Production Equipment

Bowen Spray Dryer & blower	45,000
Eaton Rotary Compressor	4,500
Lab Freezer	2,500
Lab Refrigerator	1,500
Desiccators Chambers Nitrogen	2,500
Proofer Chamber	1,500
Oven	2,500
Industrial Pony Mixer	3,500
V-Blender	5,000
Stainless sink & Tables	3,500
Humidifiers (2)	8,000
Hot Water Heater Industrial	<u>3,500</u>
<b>TOTALS</b>	<b>83,500</b>

### Laboratory Equipment

Cabs & Counters 80 linear ft	25,000
Metzler Scale	3,500
Scales & Stirrers	3,000
Emulsifier	1,800
High Speed overhead Mixer	2,400
Desiccators (counter Tops)	1,500
Ultra Sonic Emulsifier	77,000
Chiller air cooled	1,500
Glassware	3,500
Ultra Sonic water bath	1,500
Lab Supplies	2,500
Safety Equip (eye & shower)	<u>2,000</u>
	<b>125,200</b>

### Building Renovations

Lab Air & Heating/AC Units	13,000
Production HVAC	34,000
Plumbing/Gas	15,000
Electrical	20,000
Air Filtering 911 system	7,500
Surveillance System	10,000
Alarm System	<u>3,000</u>
<b>TOTAL</b>	<b>102,500</b>

### Other Equipment

Small forklift	2,500
Truck Forklift	3,500
Hazard Cabinet	1,200
Shelving & Tools	3,500
ISO 7 Clean room 16x16	<u>35,000</u>
<b>TOTAL</b>	<b>45,700</b>

### Legal & Business Expense

legal/Licenses	25,000
Rent (to-date)	147,000
Utilities	12,000
Miscellaneous (permits, etc.)	2,000
Consulting (mechanical & lab)	<u>8,000</u>
<b>Total</b>	<b>194,000</b>

### Payroll Costs (Base Salaries)

Head Chemist	100,000
Plant Manager	65,000
Maintenance Worker	40,000
Administrator	<u>100,000</u>
<b>Total</b>	<b>305,000</b>

**TOTAL Expected Cost                      \$1,267,200**  
**OPERATIONAL PLAN**

**Morando Brands LLC "Morando Brands"**

Morando Brands will operate in full compliance with Cannabis Commission guidelines and within the parameters set in the Host Community Agreement with the Town of Rowley. Morando Brands product manufacturing facility will not conduct extraction activities and will purchase extracts and distillate from third-party Marijuana Product Manufacturers. As a condition of purchase, Morando Brands shall require all Marijuana Cultivators and Marijuana Product Manufacturers to certify that:

- The marijuana was cultivated in a facility that is compliant with all applicable statutes, regulations, and ordinances;
- The marijuana products were manufactured in a facility that is compliant with all applicable statutes, regulations, and ordinances,

The marijuana was cultivated in a manner that is compliant with all applicable statutes, regulations, and ordinances;

- The marijuana product was manufactured in a manner that is compliant with all applicable statutes, regulations, and ordinances;
- The marijuana and marijuana products have passed all state quality control and testing requirements;
- Marijuana Cultivators and Marijuana Product Manufacturers will comply with all state contamination notice requirements and provide Morando Brands notice as soon as immediately possible regarding contaminated marijuana and marijuana products.
- All transportation of marijuana and marijuana products are compliant with Marijuana Transporter statutes, regulations, and ordinances;
- The Marijuana Cultivators are compliant with all applicable laws and regulations; and
- The Marijuana Product Manufacturers are compliant with all applicable laws and regulations.

**Facility preparedness for a Provisional License**

The entire facility is comprised of a secure vault restricted area. Within the vault there are three (3) additional restricted areas; formulation laboratory, quality control laboratory and a security room. Only authorized personnel are allowed to access the (3) restricted areas; Chief Executive officer, IT security officer and lead chemist. The lead



chemist's assistance or cleaning personnel are allowed in the laboratory's as long as the CEO or Lead chemist is present to supervise. All of the necessary equipment for manufacturing has been installed and tested. Both facility laboratories are equipped with the necessary testing and formulation equipment to begin work. Security equipment is up and running, ISO 7 clean room is functional and the processing & storage areas are ready for production to begin. Local inspections by the fire, police, board of health and town select persons have been performed and a certificate of occupancy & compliance has been issued.

## **CANNABIS EDIBLE DEVELOPMENT PROCESS**

### ***1. Ideation & Cost Awareness***

Provide a complete technical understanding of the product

- Determining the feasibility of the project
- Discussing specific ingredients
- Determining packaging and licensing requirements

### ***2. Formulation & Prototyping***

Prototype samples

- Chemists will develop and refine the formulations until it meets client's taste, color, ingredient and functionality specifications.

### ***3. Product Process Development***

Technical analysis from chemists and production quality assurances will prepare the final formulation for scale-up and implementing protocols for mass production:

- Nutritional information
- Ingredient statement
- Label review
- Shelf-life study data

- 100 client samples

#### ***4. Production Support & Quality Assurance***

- Packaging
- Transportation
- FDA compliant sterilization
- Good Manufacturing Practices (GMP) facility

#### ***5. Ongoing Support***

Morando Brands will continue to provide client service beyond production:

- Periodic product reviews
- Develop reformulations and products
- Identify product cost reductions

#### **Insurance**

We will operate as a bonded and insured entity by Hudson Insurance. In the event that our machine is confiscated, stolen or damaged, we will have full insurance. In addition, we will have liability insurance protecting us from consumer lawsuits.

**Web URL** [www.morandocannabis.com](http://www.morandocannabis.com)

## **POLICY AND PROCEDURES FOR RESTRICTING ACCESS TO AGE 21 AND OLDER POLICY**

### **Morando Brands LLC "Morando Brands"**

Massachusetts' marijuana regulations, 935 CMR 500.101(1) restricts access to a Marijuana Establishment to individuals who are at least 21 years of age or older. It is Morando Brands' policy to comply with said restriction and institute procedures to prevent the diversion of marijuana and marijuana products to individuals who are younger than 21 years old.

### **PROCEDURES**

#### **No Retail Sale**

1. As a Marijuana Product Manufacturer, Morando Brands will not sell products directly to consumers. Morando brands' business will occur with other licensed Marijuana Establishments.

#### **B. Members, Employees, Independent Contractors and Volunteers**

No individual who is younger than 21 years old shall be permitted to be a Member, Employee, Independent Contractor, Manager, or Volunteer of the company.

2. All Members, Employees, Independent Contractors, Managers, and Volunteers will have to undergo an extensive background check, which includes providing proof of date of birth.

## **Record Keeping Policies & Procedure 935 CMR 500.101 (1)**

### **Morando Brands LLC "Morando Brands"**

#### **Waste Records 935 CMR 500.105 (12)**

The following records will be maintained and stored by Morando Brands and available to the Commission upon request:

Waste products that contain any marijuana ingredients such as; water used for cleaning equipment, waste residual from processing equipment any other form of liquid waste will be deposited into purpose-built liquid storage containers that cannot be accessed by unauthorized people until a licensed hazardous waste management company collects it. Waste material from containers such as; jars, plastic containers, cans, or any other vessel that contained a marijuana ingredient will be disposed in a secure and locked container that cannot be accessed by unauthorized people until a licensed hazardous waste management company collects it. A written record including date, time and the company picking up the waste materials will be maintained and signed by two authorized established members of Morando Brands for all waste materials. Morando Brands will maintain waste records for a period of no less than (3) three years in accordance with 935 CMR 500.105 (12)

#### **Personnel Records 935 CMR 500.105 (9)**

The following records will be maintained and stored by Morando Brands and available to the Commission upon request:

All of the written forms such as; job descriptions, application for employment, staffing plan with hours of each agent position, personnel policies and procedures signed by each agent, agent background checks, training records, disciplinary records if applicable, agent release form if applicable are completed and scanned into a digital folder created for each agent. The hard copies are filed and digital copy is backed up to a separate server on a daily basis.

#### **Business Records 935 CMR 500.105 (9)**

The following records will be maintained and stored by Morando Brands and available to the Commission upon request:

Clients & Vendors are also kept as a digital & hard copy. Records include; accounting of assets & liabilities, daily transactions, list of accounts and all sales

## Morando Brands LLC - Operating Procedures Record keeping Procedures

records which are created in Quick books and backed up on a daily basis. Employee/agent salaries are also tracked in the quick book program.

Morando Brands' electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles.

## **Quality Control**

### **Policy & Procedures**

#### **Morando Brands LLC "Morando Brands"**

Morando Brands understands that ensuring the quality and safety of marijuana and marijuana products is vital to the sustainability, reputation, and safety of the company and marijuana industry. As such, it is Morando Brands' policy to maintain exceptional standards of quality by implementing rigid operational procedures, maintaining a sanitary controlled environment, and ensuring that all marijuana and marijuana products obtained from other Marijuana Establishments have been produced under strict operational procedures and have passed all testing required by law.

### **Responsible Party**

The Chief Manufacturing Operation Officer ("CMOO") shall be responsible for implementing and managing the Quality Control and Testing Policy and Procedures for Morando Brands Marijuana Product Manufacturing Establishment.

#### **A. Safety and Sanitation**

##### **1. General Requirement**

- a. Morando Brands' CMOO shall ensure that all employees authorized to process marijuana products undergo training regarding safety and sanitation prior to commencing any marijuana processing
- b. Process marijuana in a safe and sanitary manner; and attend periodic trainings to ensure continued employee compliance.

##### **2. Sanitary Requirements Subject to Food Handler Requirements**

- a. Morando Brands employees shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

##### **3. Employee Health and Sanitation**

- a. When an employee notifies the CMOO or Manager that they may have a sickness or injury that could potentially result in the contamination of Morando Brands' products, or infection of surfaces and colleagues, the CMOO or Manager must determine whether the employee is eligible to remain working at the facility or should be sent home.
- b. If the employee is sent home, the Manager or CMOO may request that the employee obtain certification from his or her physician that he or she is



well and free of any open wounds before returning to work, as appropriate.

- c. The CMOO or manager shall prevent an employee from working if the employee has:
  - 1. A communicable disease, such as diphtheria, measles, salmonella, Escherichia coli (STEC) infection, hepatitis A, and tuberculosis
  - 2. An open or draining skin lesion unless the individual wears an absorbent dressing and protective gloves
  - 3. Any illness accompanied by diarrhea or vomiting if the individual has a reasonable possibility of contact with marijuana items on the licensed premises.
- d. As employees show up for their shifts at the facility and begin working on assigned tasks, the manager shall confirm that they:
  - 1. Are wearing clean garments and appropriate outer garments when necessary to protect against allergen cross- contact and contamination of cannabis products, contact surfaces, and/or packaging materials;
  - 2. Are maintaining good personal hygiene standards, including, but not limited to, keeping fingernails manicured and long hair kept back away from the face, etc.;
  - 3. Have removed all unsecured jewelry and other objects that might fall into marijuana products or containers and remove hand jewelry that cannot be adequately sanitized during periods in which cannabis products are manipulated by hand. When such hand jewelry cannot be removed, make sure it is covered by material which can be maintained in an intact, clean, and sanitary condition; and Thoroughly wash their hands prior to starting their shift.

#### **4. Reporting.**

- a. The CMOO shall be responsible for ensuring compliance with the requirements specified in 105 CMR 300.000 and alerting the required local board of health or Commonwealth Department of Health, within the timelines specified in 105 CMR 300.000, of the following:
  - 1. any of the diseases, listed in 105 CMR 300.000, which are required to be reported
  - 2. any illnesses believed to be due to food consumption; and

3. any work-related disease outbreak.

## **5. Confidentiality.**

- a. All reporting shall comply with Company's Confidentiality policy and procedures. Company will keep information regarding the patient confidential. Marijuana establishment agents will not be permitted to discuss the matter with anyone besides the CMOO or Manager, unless the circumstances merit otherwise.

## **6. Minimum Sanitary Requirements While On-duty**

- a. The CMOO shall ensure that all Morando Brands' employees working in direct contact with the preparation of marijuana or non edible marijuana products conform to sanitary practices while on duty, including:
  1. Maintaining adequate personal cleanliness
  2. Washing hands thoroughly in designated hand-washing areas before starting work, and at any other time when hands may become soiled or contaminated

## **Quality control for Vendors Procedures**

- a. Vendor must obtain a Morando Brands vendor profile form, complete it and send it to Morando Brands for approval and verification of its license status as a marijuana Establishment. If approved and verified, it is recorded and added into the Morando Brands database as an authorized vendor.
- b. Morando Brands shall purchase the marijuana oil, isolate, distillate for its product manufacturing operation from licensed Vendors. In order to ensure the quality of the products purchased, all contracts with Vendors are required to contain a certification from the Vendor that the marijuana or marijuana product sold to Morando Brands complies with 935 CMR 500.160 and all other applicable quality control and testing laws, regulations, and ordinances.
- c. No active materials will be accepted by Morando Brands unless it contains a lot/batch matching 3<sup>rd</sup> party COA.
- d. Inspection of incoming products are performed by a trained Morando Brands' employee. The sop for incoming products and ingredients (active & Non-active) includes; verification of the weight, contents, COA matching the batch or lot numbers on the products, a digital photo of the

contents is taken and the shipping documents are all scanned into the vendor's folder.

- e. The product is tagged with the tracking number and logged into the inventory software program and entered into the MERTC system for seed to ale tracking. The product is then locked in the vault or placed in a refrigerator or desiccant cabinet in a limited access secured room.

### **Quality control for Formulation & Manufacturing Procedures**

- a. Formulations are performed by a lead chemist in a restricted area clean room environment laboratory (formulation lab). Chemist & assistant must follow operating procedures and wear protective garments, sterilized gloves, lab shoes or shoe coverings. Protective eye glasses & ear protecting head phones are mandatory when using lab equipment. No food or drink is allowed in either of the two laboratories or in the ISO-7 clean room. All of the instruments and containers used in the laboratory are sterilized by wiping down with alcohol before using. Once the formulations are completed all of the instruments and containers are washed by hand and then put into a commercial washer for sanitizing before placing storing for the next usage.
- b. Manufacturing of bulk ingredients (encapsulation and emulsification) is performed on specialized industrial equipment. Agents have to follow safety & sanitation procedures which include; wearing protective clothing, sanitary gloves, safety glasses and ear protecting head phones. There is no smoking, eating or drinking in the manufacturing area during operations. Operating procedures include testing the in-house water purification system for contaminants before any process commences. A log of each test result is recorded.
- c. Packaging and labeling takes place in the processing & storage work area. Standard operating procedures include specific protocols such as; proper apparel, sterilized gloves, sanitizing procedures, weighing and logging finished materials with batch and lot numbers in the production area for packaging.

### **Quality control for 3<sup>rd</sup> Party testing & final preparation for finished products**

- a. To ensure the quality of our product and to maintain compliance with regulations, all manufacturing runs will be tested by a third party laboratory. All employees will be trained extensively and consistently on all applicable SOP's. Samples of each product is taken in sufficient quantity labeled with lot/batch numbers and packaged and prepared for pickup and delivery from a licensed transporter to a licensed 3<sup>rd</sup> party

laboratory for additional testing. All products are rechecked for accurate weight, correct labeling, and proper packaging by a designated manager. Products are then placed in proper storage containers (climate controlled cabinets). When the COA's from outside testing facilities are received at Morando Brands products can be cleared for release to clients or designated as contaminated because of a negative finding and placed in proper containers for disposal. Incoming ingredients and outgoing finished products will be transported by licensed contractors.

- b. Inventory and sales will be tracked with software that is compatible with the Metrc software, allowing for real-time reporting for compliance. Electronic records will be stored using this software wherever possible, and additional information and back-up records will be maintained on our private secure server.

#### **Quality Control Hand-washing facilities - 935 CMR 500.105(3)(b)(3)**

- a. Hand washing sinks **for Sanitary Operations**
  - 1. Morando Brands Marijuana Product Manufacturing Establishment will make hand-washing facilities available that are adequate and convenient and furnished with running water that is a suitable temperature.
  - 2. The hand-washing facilities will be located in Morando Brands LLC's facility in areas where good sanitary practices require employees to wash and sanitize their hands, including bathrooms.
  - 3. Morando Brands' hand-washing facilities will be designed to provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

#### **Quality Control Sanitary Floor Plan**

##### **1. Equipment Placement for Sanitary Operations**

- a. Morando Brands product manufacturing facility is designed to contain sufficient space, throughout the product manufacturing facility to allow for the placement of equipment & storage racks & containers that can be easily moved for cleaning in a manner that prevents contamination.
- b. Morando Brands product manufacturing facility shall have separate and defined areas designated for specific operational activities, and other control systems to prevent cross-contamination

of marijuana products during any of the daily operations: formulating, spray drying, emulsification, product testing, packaging and shipping.

**1. Storage Placement for Sanitary Operations**

- a. Storage of marijuana product inventory available for product manufacturing; and Sanitation operations and storage of sanitation and cleaning agents.
- b. Equipment and utensils used at Morando Brands product manufacturing facility will be stored in separate and defined areas that are clean, dry, and pest-free so as to prevent any biological, chemical, or physical contamination at all times.

**1. Sanitary Operations for Waste Materials**

- a. Morando Brands CMOO shall 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 shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

**3. Quality Control for Cleaning and Repair for walls and floors**

- a. Morando Brands product manufacturing facility is designed in a manner to adequately keep floors, walls, and ceilings in a adequately clean and in good repair.
- b. Morando Brands product manufacturing facility, including the floors, walls, and ceilings, will be constructed using materials that reduce the risk of contamination.

**4. Quality Control for Adequate Lighting**

- a. Processing and storage areas, as well as areas where equipment or utensils are cleaned, will have adequate safety lighting.

**5. Sanitation of Fixtures**

- a. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

**6. Contact Surface, Utensil, and Equipment Sanitization**

- a. The Manager of the product manufacturing establishment shall ensure that all contact surfaces, including utensils and equipment, are maintained in a clean and sanitary condition.

- b. Contact surfaces, utensils, and equipment must be cleaned and sanitized as frequently as necessary to protect against contamination, using non-toxic, natural cleaning products.
- c. All equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable.
- d. Morando Brands will document all cleaning, sanitization, sterilization, and maintenance at the facility, including the equipment and utensils used at the product manufacturing facility.

### **Quality Control Policy and Procedures**

Manager must keep the facility grounds maintained in a condition that protects against the contamination of marijuana, or contact surfaces, including the proper removal of all litter and waste that would constitute a source of contamination.

- a. Manager must instruct product manufacturing employees to clean, sanitize, and sterilize equipment, utensils, counters, shelves, door handles, desks, and anything else that is exposed to human contact. Manager must ensure that employees use all cleaning, sanitizing, and sterilizing products in accordance with the product manufacturer's instructions.
- b. Animals will be prohibited from entering the facility

### **7. Toxic Item Identification and Disposal - 935 CMR 500.105(3)(b)(10)**

- a. Morando Brands shall not use toxic items in its product manufacturing establishment. Company will restrict the use of cleaning agents to non-toxic materials such as vinegar, baking soda and environmentally-friendly surfactants in cleaning and sanitizing operations.
- b. Although Company does not intend to use toxic items in its product manufacturing facility, if there are ever any toxic items in Company's product manufacturing establishment, the CMOO shall ensure that all such items are identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products.

### **8. Water Supply Requirements\_Morando Brands Product manufacturing Establishment shall have sufficient water supply for necessary operations. Morando Brands' water supply will come from the municipality. A Reverse Osmosis water system has been installed to purify water used for all formulations and product manufacturing. Water testing is performed on a daily basis and logged for compliance. Paper and digital copies are of all logs are filed for future reference.**

### **9. Plumbing Requirements**



- a. Morando Brands' plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Product manufacturing Establishment.
- b. The plumbing at Morando Brands' establishment is designed to properly convey sewage and liquid disposable waste from the Marijuana Establishment.
- c. The plumbing at Morando Brands' product manufacturing facility is designed to ensure no cross-connections between the potable and waste water lines.

**10. Bathroom Requirements - 935 CMR 500.105(3)(b)(13)**

- a. Morando Brands shall provide its employees with adequate, readily accessible toilet facilities.
- b. The toilet facilities at the Marijuana Establishment shall be maintained in a sanitary condition and in good repair.

**11. Storing Products to Prevent Undesirable Growths - 935 CMR**

**500.105(3)(b)(14).** Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.

**12. Storage of Marijuana and Marijuana Products**

- a. Inventory shall be stored under conditions that will protect them against physical, chemical, and microbial contamination, in addition to protecting against the deterioration of finished products or their containers.
- b. Morando Brands shall store its inventory in a storage containers located in a specially-designated area, that provides adequate ventilation, temperature, and humidity through the use of HVAC and dehumidification systems.
- c. Morando Brands' storage area shall be free from infestation by insects, rodents, birds, and pests of any kind. The storage area will be placed on a strict cleaning schedule, requiring daily cleaning and the creation of records of such cleaning.

**13. Disposal of Waste or Contaminated Products**

- a. Waste products that contain any marijuana ingredients such as; water used for cleaning equipment, waste residual from processing equipment any other form of liquid waste will be deposited into purpose-built liquid storage containers that cannot be accessed by unauthorized people until a licensed hazardous waste management company collects it. Waste

material from containers such as; jars, plastic containers, cans, or any other vessel that contained a marijuana ingredient will be disposed in a secure and locked container that cannot be accessed by unauthorized people until a licensed hazardous waste management company collects it. A written record including date, time and the company picking up the waste materials will be maintained and signed by (2) two authorized established members of Morando Brands for all waste materials. Records will be held for a minimum of three (3) years.

### **Testing by Independent Testing Laboratory**

#### **Morando Brands LLC "Morando Brands"**

1. Morando Brands shall not sell or otherwise market any marijuana or marijuana product for adult use that is not capable of being tested by an Independent Testing Laboratory.
2. Morando Brands shall not sell or otherwise market any marijuana or marijuana product for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with MA's regulatory testing requirements.
3. Morando Brands shall enter into a services agreement with an Independent Testing Laboratory, licensed by the Cannabis Control Commission, for testing of its marijuana and marijuana products.

### **Response to Laboratory Results Indicating Elevated Contamination Levels**

If Morando Brands' marijuana or marijuana products are the subject of laboratory results that indicate contaminant levels exceeding acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), Morando Brands shall:

- a. Cease sale of marijuana or marijuana product immediately.
  - b. Segregate the contaminated marijuana or marijuana product from other products and destroy according to Section III. G hereof.
  - c. Notify the CCC within 72 hours of receiving notice.
1. The notification will include a description of a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

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2. Morando Brands shall ensure that the Independent Testing Laboratory also sends the CCC notice within 72 hours.
  - d. Morando Brands shall maintain the results of all testing for no less than one year.
  - e. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

**Agent Training Policy and Procedure 935 CMR 500.101 (1)**  
**Morando Brands LLC "Morando Brands"**

**Qualifications for Agents 935 CMR 500.101 (2)**

Requirements to become an agent at Morando Brands

Executives, employees, managers will be registered with the Commission as an Agent at Morando Brands. Any employee, consultant or contractor who provides on-site services related to the preparation, packaging, storage, testing, or any handling of marijuana must; be 21 years of age or older; not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state and be determined suitable for registration.

**Required Training for Agents 935 CMR 500.101 (2)**

Pursuant to 935 CMR 500.105(2) All Agents will complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

Our initial training begins during employee orientation where all new employees will be issued badge with ID. Each badge will also have a UPC code on it leading the employee handbook. Training on this day will include, but not be limited to; worksite safety, anti-diversion, facility access and security protocols, disaster preparedness, alcohol and drug free work policy.

Position-specific training will vary by role and responsibility. Listed below are key groupings, and a training outline

**Spray Drying (1 week training)**

- Extensive "shadowing"
- Viewing spray dryer operation instructional videos,
- Safety protocols
- Equipment start-up procedures
- Equipment shut-down procedures
- Cleaning and dismantling procedures

**Ultra Sonic emulsification (1 week training)**

- Extensive "shadowing"
- Viewing spray dryer operation instructional videos,
- Safety protocols
- Equipment start-up procedures
- Equipment shut-down procedures
- Cleaning and dismantling procedures

**Laboratory assistant (2 day training)**

- Pre & post formulation procedures
- Laboratory Safety protocols
- Sanitary requirements
- Ingredient storage locations and inventory procedures
- Cleaning procedures

**General Positions (8 hour training)**

All general Agents such as; salesperson, record & bookkeeper, infused product producers, cleaning person(s) and assistants will receive a minimum of 8 hours of training annually. Morando Brands will record, maintain and store documentation of all required training. Agents will sign a form indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Morando Brands for at least one year after agents' termination.

**Responsible Vendor Training 935 CMR 500.101 (2)**

The owner and any designated manager(s) must attend and complete a Responsible Vendor Training Program in order to become designated as a "responsible vendor" on a yearly basis.

**Responsible Vendor Documentation 935 CMR 500.101 (2)**

Morando Brands will maintain records of responsible vendor training program compliance Records for (4) four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Qualifications and Training Morando Brands, LLC will maintain high standards among staff to ensure our products are expertly formulated and manufactured with great precision. We will also create training materials, including detailed

videos, to ensure that all employees are fully informed on how to efficiently and safely do their jobs in complete compliance with state- and town-mandated rules and regulations. All employees that are involved in the handling or sale of marijuana for adult use will attend and successfully complete a responsible vendor training and become designated as a responsible vendor within 90 days of hire. This training will be renewed/repeated annually. The following job descriptions will be followed in the hiring and retention of personnel.

#### Lead Chemist

##### Qualifications:

BA/BS degree (minimum), PhD preferred in chemistry or related field

##### Job Duties:

- Raw material analysis and production batches.
- Develop and/or improve new and existing products including formulations and flavors, based on defined customer or in-house requirements.
- Strong working knowledge of experimental design & product development protocols (from concept to execution), including formulation, stability testing, product/package interaction, sensory and consumer testing methodology
- Manufacture products according to Standard Operation Protocols (SOPs) and cGMP.
- Lead development and approval of product design specifications, food safety & quality standards and manufacturing process parameters
- Conduct laboratory research in accordance with stipulated protocols and quality and safety standards.
- Prepare and maintains research findings, summaries, logs and notes, and develops statistical results of research.
- Maintain accurate records of project history (electronic and physical)

##### Required Training:

- Responsible Vendor o Seed-to-sale software o Massachusetts laws and regulations o Spray dryer



## Assistant Chemist

### Qualifications:

- BS/BA in chemistry or related field

### Job Duties:

- Assist with preparation and batch production, up to and including quality control, packaging, labeling, etc.
- Order or request orders to be placed to replenish laboratory materials and parts when inventory grows low or is depleted.
- Care for laboratory machinery and equipment by cleaning them after use, adjusting parts and lubricating moving components as needed to ensure proper, efficient function and calibration.
- Provide support to Lead Chemist as directed

### Required Training:

- Responsible Vendor o Spray dryer
- Compliance Manager

### Qualifications:

- Proven experience as compliance manager
- In-depth knowledge of the industry's standards and regulations
- Excellent knowledge of reporting procedures and record keeping
- A business acumen partnered with a dedication to legality
- Methodical and diligent with outstanding planning abilities
- An analytical mind able to "see" the complexities of procedures and regulations
- Excellent communication skills
- BS/BA in law, finance, business administration or related field
- Certified compliance professional is a plus

### Job Duties:

- Develop and oversee control systems to prevent or deal with violations of legal guidelines and internal policies
- Evaluate the efficiency of controls and improve them continuously
- Monitor and regularly audit inventory of marijuana ingredients and finished products
- Monitor and regularly audit security system
- Review the work of colleagues when necessary to identify compliance issues and provide advice or training
- Keep abreast of regulatory developments within or outside of the company as well as evolving best practices in compliance control
- Prepare reports for management and external regulatory bodies as appropriate

#### Required Training:

- Responsible Vendor
- OSHA
- Seed-to-sale software and related hardware
- Massachusetts laws and regulations Equipment & Facilities

#### Maintenance

#### Qualifications:

- High school diploma or equivalent
- Ability to lift up to 50 pounds without assistance on a regular basis
- Strong verbal communication skills
- Two or more years of experience as an industrial mechanic

#### Job Duties:

- Inspect, maintain and repair industrial equipment and machinery to ensure they're always in proper working order.
- Test and observe equipment and machinery using tools such as voltmeters and other testing devices to diagnose malfunctions and make repairs as needed.
- Care for machinery and equipment by cleaning them after use, adjusting parts and lubricating moving components as needed to ensure proper, efficient function.

- Examine moving parts on a daily, weekly and monthly basis for signs of excessive wear, defects and damage.
- Record all maintenance and repair services performed, and keep track of all materials and parts used during the repair process.
- Order or request orders to be placed to replenish materials and parts when inventory grows low or is depleted.
- Study manufacturer manuals and blueprints and carefully follow directions when operating or setting up newly-acquired machinery.
- Cut and weld metal pieces together as needed to fabricate new parts, assemble equipment or repair broken parts as needed.
- Assist with maintenance of security system equipment and related audits

#### Required Training:

- Responsible Vendor
- OSHA Customer Service Representative

#### Qualifications:

- BA/BS degree
- Excellent written and verbal communication skills
- Proficiency with Microsoft Office and web-based applications
- Two or more years' experience in customer service/sales
- Demonstrated ability to network and build relationships with

#### Vendors/accounts

#### Job Duties:

- Maintain/build business to business relationships with vendors and retailers
- Secure and record wholesale orders accurately and efficiently
- Gain and maintain full knowledge of Morando Brands products and benefits
- Market research
- Purchasing supplies and materials

Required Training:

- Seed-to-sale software
- Responsible Vendor Summer Internship: Formulation chemist

Qualifications:

- At least one year of undergraduate-level studies completed in physical Sciences, Chemical/Biomedical Engineering, or related discipline before beginning internship
- Must be enrolled in school the semester following your internship
- Minimum Cumulative GPA: 3.0/4.0
- Must be authorized to work in the U.S. on a permanent basis without requiring sponsorship
- Skills and knowledge: Background in formulation and some analytical characterization techniques
- Understanding of spray drying technology and experience in operating a spray dryer system preferred, though not mandatory

Job Duties:

- Support the Lead and Assistant Chemists
- Formulation of water soluble Nano emulsions by use of a large sonomechanics
- Help develop formulation emulsions that are ready for spray drying process.

Learning goals:

- Understand the influence of spray drying process parameters such as temperatures, drying rates on the resultant dry powder properties
- Consistency in producing Nano emulsions that are below 100nm for their ease in water solubility/bio availability

## **Emergency Response Procedures**

### **Morando Brands LLC "Morando Brands"**

#### **1. Response to Alarms**

- a. Morando Brands will have a manager "Security Agent" trained in standard operating procedures for emergencies on site during all business hours.
- b. If intruder detection system, video surveillance, or other means indicate the presence of a potential intruder, security agents will immediately contact the Police Department by dialing 9-1-1.
- c. The maximum acceptable response time for any alarm will be five (5) minutes for Morando Brands' security agents.
- d. Security Agent should, at a minimum, provide to the 9-1-1 operator:
  - 1) Number of suspected intruders;
  - 2) Physical description of the suspected intruders; and
  - 3) Location within the facility of the suspected intruders.

#### **2. Hostile Intruder**

- a. Immediate response: Dial 9-1-1 or activate one of the panic/duress alarms located throughout the Marijuana Establishment and connected to local law enforcement authorities;
- b. Alert all occupants within the Facility to find a safe location;
- c. If deemed life threatening, do not engage or confront the intruder – await response from law enforcement;
- d. If safe to do so, evacuate the surrounding area immediately;
- e. Close and secure all doors;
- f. If unable to safely exit the building, seek shelter in a room where doors can be locked or barricaded securely;
- g. Turn off lights in room;
- h. Remain out of sight of doors and windows;
- i. Remain quiet and turn off the volume on cell phones;
- j. Once safely in a secure room, security agent or any other individual will contact the Police by dialing 9-1-1 and give the location and number of people in the room;
- k. Follow all instructions provided by the 911 operator;
- l. If unable to speak, leave phone line open to allow the 911 operator to hear what is occurring in the room;
- m. If responding law enforcement officials are encountered, keep hands elevated and palms visible;

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- n. If the fire alarm sounds, remain in place unless fire or smoke is detected or advised to do so by the 911 operator;
- o. Do not carry items in hands that could be mistaken as a weapon;
- p. When possible, security agent will assist those with disabilities and those with any injuries by escorting them to the nearest safe exit or safe area;
- q. If able to safely exit the Marijuana Establishment, do not return until it is declared safe to do so by law enforcement and fire officials;
- r. Follow all instructions issued by law enforcement and fire officials.

### **3. Criminal Trespass/ Indication of Security Compromise (Non-Hostile):**

- a. In the event an agent detects that criminal trespass has occurred, the agent should report this information to the Security Office immediately.
- b. Security agent will remain at the location of suspected compromise when possible.
- c. Immediately notify the Individual Responsible for Security for a determination of actions to be taken.
- d. Security agent will secure the compromised area, and conduct an inventory of the contents and check for tampering or missing inventory.
- e. If necessary, the Individual Responsible for Security will request assistance as required from the Police Department and notify the CCC if required.
- f. If immediate evacuation is necessary due to an emergency situation, storage containers and controlled areas will be examined upon return to determine whether marijuana, marijuana products or cash are missing following an inventory check. The Individual Responsible for Security will prepare an Incident Report that will be submitted to the Chief Operating Officer.
- g. Any emergency or event that would inhibit or prevent the proper safeguarding of inventory will be reported immediately to the Individual Responsible for Security.

### **4. Evacuation**

In the event of a fire or other emergency in which the Morando Brands facility must be evacuated, manager will be responsible for coordinating and directing an orderly evacuation of each assigned section of the facility. Drills for evacuation and lock down should be coordinated with the Police and Fire Departments – evacuation priorities are:

- a. Move occupants who are closest to the danger to a safe area near or at an emergency exit;
- b. Direct all occupants to evacuate the building through the nearest safe emergency exit;

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- c. After safely exiting the building, all visitors and agents should proceed directly to the predetermined assembly area to participate in "roll call" led security agents;
- d. In the event Morando Brands LLC receives a bomb threat, the recipient agent should notify his/her manager immediately, and dial 9-1-1; and
- e. In the event of a bomb threat and/or explosion, all occupants should be evacuated as described above.

### 5. Fire

- a. In the event of a fire, the agent discovering the fire will immediately dial 9-1-1 and activate the internal fire alarm.
- b. If safe to do so at the agent's discretion, the agent may extinguish the fire.
- c. If possible, agents leaving the affected area should attempt to turn off electrical equipment and close doors to prevent the spread of smoke or fire.
- d. All occupants will exit the building using the nearest safe exit.
- e. Occupants will assemble for a "roll call" in the designated evacuation area, ensuring that they remain clear of responding fire apparatus.
- f. Smoke and fire alarms to be tested on a monthly basis.
- g. Fire extinguishers and the fire suppression system to be tested/inspected on an annual basis.
- h. The Individual Responsible for Security will perform and document an annual Fire Evacuation Drill in consultation with the Fire Department.
- i. Fire Evacuation Maps will be clearly posted around the Morando Brands LLC Facility and agents should review the maps on an ongoing basis.

### 6. Hazardous Weather/Shelter-in-Place

- a. Evacuees will follow the public official's instructions on the Emergency Alert System station.
- b. In the event that hazardous weather or other natural or man made circumstances require a shelter-in-place order, the following items will be performed by security agents to implement the sheltering plan:
  - 1) Announce to agents that a shelter-in-place has been advised and that the sheltering plan will be implemented.
  - 2) If safe to do so, allow agents to depart prior to putting shelter procedures into place.
  - 3) Take "roll call" and record number of agents who will be sheltering in the facility.
  - 4) Secure and lock all doors.
  - 5) Move agents to a designated sheltering room in center of the facility.



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- 6) Continuing monitoring of Emergency Alert System, radio, TV, and other methods of communication to determine when an "All Clear" is issued and the shelter-in-place can be lifted.

## **Maintenance of Financial Records Policy and Procedure**

### **I. Intent**

Morando Brands LLC is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency. To provide clear and concise instructions for Morando Brands LLC employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

### **III. Policy**

Morando Brands LLC financial records will be kept and maintained according to generally accepted accounting principles. The CEO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Morando Brands LLC will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records. All Morando Brands LLC financial/business records will be available for inspection to the Commission upon request. Morando Brands LLC will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which shall include journals, ledgers, and supporting documents,
- Agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products; and
- Salary and wages paid to each employee, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of a nonprofit corporation, if any.

In relation to the maintenance of financial records Morando Brands LLC will incorporate the following into our business operations;

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- Morando Brands LLC will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees.
- Morando Brands LLC will secure a banking institution that will provide banking services for our company.
- Morando Brands LLC will use up to date financial software programs for all financial transactions.
- Morando Brands LLC does not plan to make cash transactions with other Marijuana Establishments.
- All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
- On an annual basis Morando Brands LLC will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Morando Brands LLC finances (books).
- Morando Brands LLC will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

### **IV. Access to the Commission**

Morando Brands LLC electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

### **V. Access to the Massachusetts Department of Revenue ("DOR")**

Morando Brands LLC books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission or the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request. These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

## Morando Brands LLC – Financial Record Policy

Additionally, Morando Brands LLC will comply with all records retention requirements outlined in the

DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

## Energy Compliance

Morando Brands LLC's committed to reducing energy usage and costs wherever possible. Morando Brands has upgraded all of the florescent bulbs to low energy saving 4 foot led bulbs. Sensors have been installed to shut of lights when there is no motion in the production & manufacturing area.

The HVAC system in the production & manufacturing area is brand new and designed for energy efficiency. Thermostats are scheduled to use less energy when the facility is not in use.

Separate ac/heat units have been installed in each of the labs to conserve energy. Water RO system is metered to monitor how much water is used and programmed to be in use only when manufacturing is in process. Usage readings are performed on a regular basis and recorded and saved for future reference.

Equipment such as; hot water heater, dish washer, water system, refrigeration and manufacturing machines are researched with an energy consultant/vendor for energy consumption and operational efficiency before being purchased.

Natural gas appliances are preferred over electrical ones.

Regularly scheduled maintenance for motorized equipment, filtered units (air scrubbers, compressors, HVAC units) is included in our standard operating procedures.

Procedures for identifying renewable or alternative energy opportunities as part of any facility upgrades, renovations, or expansions and procedures for identifying renewable or alternative energy opportunities when equipment fails and needs to be replaced will be implemented.

Morando Brands LLC will monitor energy demand and make adjustments to operations based on data; and and develop procedures for participation in load curtailment, energy storage, or other active demand management programs.

Morando Brands LLC will incorporate regular engagement with energy efficiency programs (account representative, vendors, etc.) to ensure awareness of new opportunities and incentives.

Staffing will be trained for the best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts. Morando Brands LLC will comply with all applicable environmental laws, regulations, permits, and other applicable approvals, including those related to water quality and solid and hazardous waste management,

**Personnel Policies 935 CMR 500.105 (1)**

**Morando Brands LLC "Morando Brands"**

**Diversion of Marijuana Policy - 935 CMR 500.105(1).**

Employee Termination Grounds for immediate and swift termination include any Marijuana Establishment Agent who has :

1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission; If a Morando Brands Employee/Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Identification Badge confiscated. The CEO will immediately be notified. The CEO will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. 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 any Other Jurisdiction.

**Smoke, and Drug-Free Workplace Policy - 935 CMR 500.105(1).**

**I. PURPOSE**

The unauthorized possession, use or abuse of drugs or alcohol in the workplace poses an unacceptable risk to the safe, healthful, and efficient performance of our job responsibilities and endangers Morando Brands LLC, ("Morando Brands" or "Company") employees, customers, property, equipment and reputation. The Company is committed to providing all employees with a drug and alcohol-free workplace and has established the following Alcohol, Smoke, and Drug-Free Workplace Policy ( "Policy") with regard to the unauthorized use and possession of prohibited substances. This Policy is established to: ensure a safe environment for employees and customers; protect Company and employee property; increase productivity, efficiency and quality of service; and enhance operational security. This Policy complies with Company's obligations under 935 CMR 500.105(1).

## II. SCOPE

This Policy applies to all of Company's employees and prospective employees.

## III. POLICIES & PROCEDURES

1. **When the Policy applies:** The Policy shall apply to employees when they are on Company time or on Company premises. It also covers certain specified conduct that takes place outside of Company time and off Company premises. For the purposes of this Policy, Company "premises" is defined as all property, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles, whether owned, leased or used by Morando Brands. Company "time" is defined as any period when an employee is on duty, is performing, expected to be performing, or is ready to perform work duties for Morando Brands, whether or not the employee is at his or her regularly assigned work station or location.

### 2. Prohibited conduct

- 2.1 Unauthorized use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance (as defined in Section 3) on Company time or Company premises.
- 2.2 Being under the influence of an illegal drug, controlled substance or alcohol.
- 2.3 Storing any prohibited substance in a locker, desk, office, automobile or other container or repository.
- 2.4 Refusing to sign a statement agreeing to abide by Company's Alcohol, and Drug-Free Workplace Policy.
- 2.5 Refusing to consent to testing, or failing to submit a sample for testing without valid medical explanation, when requested by Morando Brands consistent with the requirements of this Policy.
- 2.6 Smoking cigarettes in non-designated areas.
- 2.7 Substituting or adulterating anybody substance or specimen submitted for testing, or falsely representing that the body substance or sample fluid is the employee's own sample.



- 2.8 Failure to notify Company of a conviction under any criminal drug statute for a violation occurring in the workplace within five (5) days after the conviction (including pleas of guilty or no contest/nolo contendere).
- 2.9 Off-duty use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance that adversely affects the employee's work performance, his/her own or others' safety at work, or Morando Brands regard or reputation in the community.
- 2.10 Failing to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled.
- 2.11 Refusing to submit to a search when requested by Morando Brands consistent with the requirements of this Policy and based upon reasonable suspicion that the employee or prospective employee has engaged in unlawful or improper activity.

### 3. Prohibited substances

- 3.1 Illegal drugs and other controlled substances (including trace amounts) which have the effect of altering the physical and/or mental abilities of the employee. Such illegal drugs include, but are not limited to, marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- 3.2 Alcohol, which is defined as alcoholic beverages and any other beverage, mixture or preparation, including any medication containing alcohol.
- 3.3 Prescription drugs which are known to or may impair a person's work performance, except as provided in section 4, or prescription medication which has not been legally obtained for personal use.

### 4. Prescription Drugs and Other Medications 4.1 Employee

#### Responsibility

- An employee using a prescription drug or over-the-counter medication, which is known to or may cause impairment, is responsible for being aware of any potential effect such drug may have on his/her judgment or ability to perform duties and for reporting such use to his/her supervisor prior to beginning work. Morando Brands, at all times, reserves the right to have its physician determine if a prescription drug or medication

impairs work performance and may restrict the employee's work activity accordingly.

#### **4.2 Employee Affirmative Duties**

- An employee shall inform his/her supervisor prior to using any prescription or over-the-counter medication that is impairing or has the potential to impair performance on the job.
- Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician. Over-the-counter medications also shall be used only for the purpose intended, and in the dosage and manner recommended.

### **5. Implementation and Enforcement of Policy**

**5.1** The following testing procedures may be employed to assure compliance with the Policy. Applicants and employees may be requested to submit samples for prohibited substance testing, which may include, but are not limited to, urine, saliva, blood, plasma, breath, hair follicle or other accepted testing procedures in the following circumstances:

As a condition of consideration for employment

- o Applicants who have received a contingent offer of employment may be required to undergo and pass a drug test. Applicants who test positive on a pre-employment drug test shall be disqualified for further consideration.
- Reasonable suspicion of an employee
  - o When Morando Brands has reasonable suspicion to believe that an employee has unauthorized possession of or has used, sold, purchased, manufactured, dispensed, distributed or is under the influence of prohibited substances on Morando Brands' premises.
- Reasonable suspicion that an employee has used or is under the influence of a prohibited substance exists when an employee's appearance, behavior, speech, breath or body odors indicate the use or effects of alcohol or drugs.
- If an employee who is selected for reasonable suspicion testing does not require immediate medical attention, the company will provide transportation to a specimen collection site. If necessary, Company will also attempt to make

arrangements for suitable transportation to the employee's home following testing.

- An employee who is required to take a reasonable suspicion test is considered unqualified to work and will be placed on immediate unpaid suspension, pending the results of his/her test(s). If the test results are negative and if the employee has fully cooperated with the testing, the employee will suffer no loss of regular pay or benefits as a result of the testing.

#### **Investigation 6.1 Searches**

- An employee's personal property will not be subject to a search for drugs or alcohol unless there is reasonable suspicion to believe the employee is in possession of or has sold, purchased, manufactured, dispensed or distributed prohibited substances while on company time or premises, unless otherwise required by law, regulation or a last chance agreement. Morando Brands reserves the right to inspect the contents of any company property being used by the employee at any time. This includes desks, lockers, company cars, and other company facilities.

#### **6.2 Employee Privacy**

- Testing and searches will be conducted with due regard for the personal privacy and dignity of each employee.
7. **Refusal to submit to tests or searches:** No employee test or search of an employee's personal property will be conducted without the employee's written consent. However, an employee who refuses to submit to a test or search may be subject to disciplinary action up to and including discharge.
8. **Consequences and last chance agreements**

**8.1** Any employee who violates this Policy will be subject to disciplinary action, up to and including discharge, at Morando Brands' sole and exclusive discretion.

**8.2** An individual who violates this Policy may, at Morando Brands' sole discretion and without precedent, be offered the opportunity to enter into a "last chance agreement." The primary objective of a last chance agreement is to offer rehabilitation to an employee who has or may develop drug or alcohol problems or other health or behavioral problems. A last chance agreement shall provide that an employee who violates this Policy may return to employment at Morando Brands under the following conditions:

- The employee must sign a written acknowledgment admitting that he/she has a substance abuse problem.
- The employee must successfully complete a licensed rehabilitation program approved by the company. A written statement of successful completion must be provided from the licensed rehabilitation program.
- The employee must agree to submit to unannounced random testing for the duration of the treatment plus one year.
- An employee returned to work under a last chance agreement will be subject to immediate discharge for any violation of this Policy including, but not limited to, a positive test result for the use of any prohibited substance as defined by this Policy.

### **Policies for Members, Employees, Independent Contractors and Volunteers**

1. No individual who is younger than 21 years old shall be permitted to be a Member, Employee, Independent Contractor, Manager, or Volunteer of the company. 935 CMR 500.029 or 500.030
2. All Members, Employees, Independent Contractors, Managers, and Volunteers will have to undergo an extensive background check, which includes providing proof of date of birth.
3. Not been convicted of an 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
4. Employees of the Morando Brands shall visibly display their employee identification badges issued by the Morando Brands at all times while at the Marijuana Establishment
5. Employee Hand Book policies including but not limited to;
  - a) Employees are not allowed to have any visitors at the facility with out exception
  - b) There is no food or drink allowed in laboratories. Sanitary gloves must be worn while in the labs or working with any products or ingredients
  - c) Employees must maintain a personal locker for shoes, clothing and personal products
  - d) Employees must wear an identification badge at all times while in the facility
  - e) Employee must wear smocks, approved clean room shoes or shoe covering while in the facility
  - f) Employees must follow safety regulations and wear protective eye & ear glasses and head phones while working in the manufacturing area when

ultra sound sonicator or spray dryer is in operation.

- g) Employees must be trained for a minimum of 1 week before allowed to work with any manufacturing or laboratory equipment designated as hazardous.
- h) Employees must clean their work areas before leaving the facility
- i) Employees must report any suspicious activity that may be visible through security monitors immediately to Rowley police, Management or fire dept. if applicable.
- j) Employees must report any and all accidents, chemical spills, fire or explosions immediately to Rowley police, Management or fire dept. if applicable.
- k) Employees must provide a detailed report any malfunctioning equipment to management
- l) Employees must know and follow safety procedures such as; awareness of suspicious cars in the parking lot, any individual(s) outside the building, important emergency numbers(day & evening), first aid kits, eye wash station and chemical spill emergency shower operation and fire extinguishers locations and how to operate them.
- m) Employees must be authorized or have a manager present to handle any marijuana product or ingredient as well as follow the tracking protocols for inventory management
- n) Employees have to be aware of disaster procedures such as; where the shutoffs are for electricity, gas and water, exit facility doors, security of marijuana products and actives, making sure no hazardous or chemical products are in their proper containers and cabinets.

## **PERSONNEL POLICY AND PROCEDURES**

### **I. POLICY**

Morando Brands LLC ("Morando Brands") policy is to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Morando Brands will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

### **II. RESPONSIBLE PARTY**

Morando Brands' Management is primarily responsible for ensuring that equal employment opportunity policies are implemented, however all members of the staff share in the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including, Managers, determined by Morando Brands to be involved in discriminatory practices are subject to disciplinary action and may be terminated.

### III. PROCEDURES

#### A. Staffing

Morando Brands is a business that endeavors to be built on a solid foundation. From the outset, we have decided to recruit only qualified people to service various job positions in our company. We are aware of the stringent statutes, regulations, ordinances, and laws governing the cannabis industry, and, as such, seek to recruit experienced and qualified employees as foundational staff of the organization.

Morando Brands expects to have full time shifts and part time shifts to staff the manufacturing facility. Specific positions & shift patterns have not yet been established.

The following are the management positions that will be available at Morando Brands:

#### Chief Executive Officer & President

##### Responsibilities:

- a. Making major managerial decisions, Managing overall operations and resources
- b. Overseeing licensing and compliance efforts
- c. Acting as the main point of communication between the different sectors of the company, government entities, and the public
- d. Leading the development of the company's short-and long-term strategy
- e. Creating and implementing Morando Brands vision and mission
- f. Evaluating the work of other executive leaders within the company
- g. Making sure that Morando Brands achieves all set goals and initiatives

#### Chief Operations Manager

Responsibilities:

- a. Overseeing the daily operations at the manufacturing facility
- b. Managing maintenance of production & laboratory equipment
- c. Managing employee scheduling & production runs
- d. Establish standard operating procedures
- e. Overseeing Chief Chemist and all of the management team
- f. Executing Morando Brands business plans according to Morando Brands" business model
- g. Communicating operational strategies to employees Communicating operational strategies to employees
- h. Building employee alignment with company goals (and vice versa)
- i. Overseeing human resource development, including training staff on customer service, sales and product knowledge

Chief Security & IT Officer

Responsibilities:

- a. Managing and maintaining all of the security equipment & protocols on a daily basis
- b. Maintain software & updates
- c. Install & Maintain computers, monitors & back up systems
- d. Collaborate with compliance officer, local fire & police officials
- e. Manage & install IT & network infrastructure
- f. Assist in the creation of security standard operation procedures Develop, manage, and implement Morando Brands' security policies and procedures
- g. Create and implement Morando Brands' Security Plan
- h. Oversee employment of security personnel
- i. Ensure security plan's compliance with all relevant statutes, regulations, ordinances, and guides
- j. Establish and monitor key activities, employees, and security policies and procedures

Quality Control Manager

Responsibilities

- a. Manage and enforce all of the Quality Controls established for the Morando Brands' manufacturing facility



- b. Implementing methods to inspect, test and evaluate products and production equipment
- c. Ensuring that products adhere to quality standards
- d. Preparing reports by collecting, analyzing and summarizing data
- e. Working according to deadlines for delivery of products
- f. Training and managing production line staff in production practices and quality assessment of goods
- g. Tracking products through the manufacturing process to guarantee that each part of the process is correct
- h. performing detailed and recorded inspections of the final products to ensure they meet industry and company standards
- i. Eliminating products that are not up to standards and finding the reasons for product problems and reporting to CEO, COO, and other department heads
- j.

#### Compliance & Accounting Manager

##### Responsibilities

- a. Analyze internal business systems to ensure compliance with industry, State, Federal & GMP regulations and ethical standards
- b. Create, modify, update and implement Morando Brands policies
- c. Develop risk management strategies
- d. Design ongoing training programs for employees of the business
- e. Liaise with other departmental heads to ensure that all business operations are in line with business policies
- f. Advise CEO & COO of any risks and other policy developments
- g. Plan, implement and supervise the company's financial strategy
- h. Manage the company's financial accounts, payrolls, budget, cash receipts and financial assets
- i. Handle the company's transactions and debts and do cash flow forecasting
- j. Follow proper accounting procedures to reach financial objectives
- k. Perform the company's financial audits
- l. Monitor and analyze financial accounting data
- m. Create financial reports based on data analysis
- n. Make recommendations to CEO, President & COO
- o. Maintain regular communications with accounting

#### President

- a. Making major managerial decisions

- b. Overseeing the company's day-to-day operations
- c. Liaison between investors and management
- d. Working with Chief Executive Officer to create operational strategies and policies
- e. Overseeing the planning, development and execution of Morando Brands marketing and advertising initiatives
- f. Generating revenue by increasing sales through successful marketing for the entire organization, using market research, pricing, product marketing, marketing communications, advertising and public relations
- g. Maintaining awareness of the competitive market landscape, expansion opportunities, and industry developments
- h. New business development
- i. Distribution channel management

## **Diversity Plan 935 CMR 500.101(1)**

### **Morando Brands LLC "Morando Brands" or "Company"**

#### **1. Intent**

It is the policy of Morando Brands to build a diverse and inclusive workplace that promotes equity among all employees. A workplace where the contributions of all employees are recognized, valued and utilized, regardless of their, race, religion, LGBTQ+, disabilities including veterans.

#### **2. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Morando Brands recruits and hires a diverse, inclusive and equitable workforce. Morando Brands will provide a discrimination-free work environment that provides opportunities and training for employees.

#### **3. Goals**

A. Build an inclusive and diverse workplace and management team with no regard to race, national origin, disability, religion, LGBTQ+ or any other non-merit factor.

Year 1. Morando Brands expects to have a management team comprised of four (4) qualified individuals excluding the President, Vice President & finance positions. Managers will be hired for Sale development, manufacturing processes, product & formulation development, compliance/quality control. 57% of the management team will consist of

- (2) Women 20%,
- (1) Veteran 10%,
- (1) Minorities 10%

Year 2. Morando Brands expects its management team to grow by adding up to four (4) additional management positions or 54% comprised of the following:

- (3) Women 25%,
- (1) Veteran 25%,
- (2) Minorities 50%

Year 1. Morando Brands expects to have a minimum of 12 employees. 50% of the new hires will be comprised of:

- (2) Women 20%,
- (1) Veteran 10%,
- (1) Disability 10%,
- (1) Minority 05%
- (1) LGBTQ+ 05%

Year 2 + As Morando Brands grows and hires more employees, its goal will be to maintain diversity at 50% and by hiring qualified individuals based on the following percentages.

- Women 20%,
- Veteran 10%,
- Disability 10%,
- Minority 05%
- LGBTQ+ 05%

- B. Provide training and guidance to all employees about all aspects of the production and packaging process so that they can develop their skills and grow within our company based on their personal goals and when possible, promote from within.
- Immediate Promotions will be offered to existing qualified employees for vacated or new positions that become available
  - Immediate Promotions for management roles with more responsibilities as work force & company grows
  - Annual employee reviews for promotions based on performance, knowledge and company growth

### **Promotional opportunities**

- Morando Brands will encourage cross-department shadowing for employees to develop new skills, and consider a career change in a new department
- Monthly staff meeting to strategize on how to expand business and employee advancements
- Morando Brands will create a step program for employees that will outline goals and metrics that need to be achieved over a period of time for advancements and promotions.

C. Promote Equity and Diversity in our Hiring policy used on recruitment websites, social media presence and traditional hiring.

1. Morando Brands LLC will attend one (1) yearly industry trade show
2. Morando Brands LLC will attend job fairs at least two (2) times per year.
3. Post job postings on all outlets including social media,

Boston at least every three (3) months or as necessary to fill positions as more jobs become available

#### **4. Policies**

A. Morando Brands looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people of LGBTQ+ in the operation of our company. To promote diversity and equity Morando Brands will:

1. Institute a “blind hiring” policy that anonymizes or “blinds” demographic-related information regarding a candidate from the recruiter or hiring manager that can lead to bias about the candidate.
2. Provide each employee with the knowledge and skills they need to be successful in our company.
3. Provide Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
4. In order to promote a diverse applicant pool and reach potential recruits who are economically disadvantaged, Morando Brands will use additional non-technology-based channels in addition to online recruiting (e.g. newspapers). Ads will state that all qualified applicants will be considered for employment without regard to race, national origin, age, sex, sexual orientation, religion, or disability. Morando Brands will include an Equal Employment Opportunity (EEO) statement on job advertisements in order to properly document our policy of nondiscrimination and adhere to the Equal Employment Opportunity Commission (EEOC) Policy Guide on Sex-Referent Language in Job Advertising, 405 Fair Employment Practices Manual 6847.

#### **5. Inclusion**

A. Morando Brands is determined to provide a work environment that is diverse and inclusive. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. To achieve our goal of inclusion and diversity in our workplace, Morando Brands will:

1. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy that includes provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances.

2. We will make sure all employees have equal opportunities for advancing their career within our company based on individual goals and interests.

## 6. Supplier Diversity Plan

A. When hiring Suppliers, contractors and wholesale partners, Morando Brands LLC will give priority to companies owned and operated by at least

1. 05% minorities
2. 10% women
3. 05% veterans
4. 05% disabled
5. 05% LGBTQ+

Morando Brands recognizes that sourcing products and services from previously under- used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

B. Morando Brands will draft and implement a plan that focuses on and requires that the under represented businesses identified above are given priority, as our suppliers, contractors and wholesale partners.

## 7. Measurement and Accountability

A. Periodically, Morando Brands management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion. Feedback from the data received from this process will be evaluated and new programs or processes will be implemented if needed.

1. Morando Brands will count the number of **employees** hired who are veterans, disabled, LGBTQ+, women or minorities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals fall within this goal.
2. Morando Brands will create and review the organizational chart for the **management team** on an annual basis to ensure that at least 50% of its management team is comprised of women, veterans and minorities.
3. Morando Brands will document the training sessions and topics provided to each employee and to the company as a whole and provide this information in our yearly report.
4. Morando Brands will track the demographics of all **contractors, suppliers and industry partners** to ensure we are identifying and engaging with diverse business partners. Morando Brands will count the number of industry partners and suppliers that fall into the above category. At least once annually, Morando Brands' management team will conduct a

comprehensive evaluation of this plan that includes feedback from our employees as to the effectiveness of the policy and to see if our goals have been attained. If these goals are not met, the programs will be evaluated, and a determination will be made on what changes need to be made. The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

**Additional Statements:**

Morando Brands LLC 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 Marijuana Establishments.

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