# Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

**License Number:** MP281872

**Original Issued Date:** 10/12/2020

**Issued Date:** 11/07/2025

**Expiration Date:** 12/11/2026

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** Cedar Roots LLC

**Phone Number:** 401-363-5682 **Email Address:** breathefreellc@gmail.com

**Business Address 1:** 50A E Main Street **Business Address 2:**

**Business City:** Ware **Business State:** MA **Business Zip Code:** 01082

**Mailing Address 1:** 50 E. Main Street **Mailing Address 2:** Suite 8

**Mailing City:** Ware **Mailing State:** MA **Mailing Zip Code:** 01082

## 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:** 13 **Percentage Of Control:** 25

**Role:** Other (specify) **Other Role:** Director of Operations

**First Name:** Christina **Last Name:** McCue **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:**

Person with Direct or Indirect Authority 2

**Percentage Of Ownership:** 12 **Percentage Of Control:** 25

**Role:** Other (specify) **Other Role:** Director of Cultivation and Manufacturing

**First Name:** Kyle **Last Name:** Stevens **Suffix:**

**Gender:** Male **User Defined Gender:**

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

**Specify Race or Ethnicity:**

Person with Direct or Indirect Authority 3

**Percentage Of Ownership:** 37 **Percentage Of Control:** 25

**Role:** Other (specify) **Other Role:** Director of Business Development

**First Name:** Frederick **Last Name:** Lotuff **Suffix:**

**Gender:** Male **User Defined Gender:**

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

**Specify Race or Ethnicity:**

Person with Direct or Indirect Authority 4

**Percentage Of Ownership:** 38 **Percentage Of Control:** 25

**Role:** Other (specify) **Other Role:** Facilities Director

**First Name:** Mary **Last Name:** Feeny **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:**

## 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:** Frederick **Last Name:** Lotuff **Suffix:**

**Types of Capital:** Other (Specify) **Other Type of Capital:** Revolving Line of Credit **Total Value of the Capital Provided:** $350000 **Percentage of Initial Capital:** 50

**Capital Attestation:** Yes

Individual Contributing Capital 2

**First Name:** Mary **Last Name:** Feeny **Suffix:**

**Types of Capital:** Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $350000 **Percentage of Initial Capital:** 50

**Capital Attestation:** Yes

## CAPITAL RESOURCES - ENTITIES

No records found

## BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

**First Name:** christina **Last Name:** mccue **Suffix:**

**Marijuana Establishment Name:** Cedar Roots LLC **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Ware **Marijuana Establishment State:** MA

Individual 2

**First Name:** Kyle **Last Name:** Stevens **Suffix:**

**Marijuana Establishment Name:** Cedar Roots LLC **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Ware **Marijuana Establishment State:** MA

Individual 3

**First Name:** Frederick **Last Name:** Lotuff **Suffix:**

**Marijuana Establishment Name:** Cedar Roots LLC **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Ware **Marijuana Establishment State:** MA

Individual 4

**First Name:** Mary **Last Name:** Feeny **Suffix:**

**Marijuana Establishment Name:** Cedar Roots LLC **Business Type:** Marijuana Cultivator

**Marijuana Establishment City:** Ware **Marijuana Establishment State:** MA

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 50 East Main Street

**Establishment Address 2:**

**Establishment City:** Ware **Establishment Zip Code:** 01082

**Approximate square footage of the Establishment:** 60000 **How many abutters does this property have?:** 56

**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 |
|---|---|---|---|---|
| Executed HCA | 2025-09-05 Cedar Roots LLC - Signed Updated HCA 2.pdf | pdf | 68bb79bc6248b2e32479310d | 09/05/2025 |
| Plan to Remain Compliant with Local Zoning | 2025-10-01 Cedar Roots LLC - Plan to Comply with Local Zoning.pdf | pdf | 68dd8e33366765b777b836d6 | 10/01/2025 |

**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.:** $

## POSITIVE IMPACT PLAN

Positive Impact Plan:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Plan for Positive Impact | 2024-08-09 Cedar Roots LLC - Plan for Positive Impact (2024 Update).pdf | pdf | 66b69ff45f7b1f0008681e11 | 08/09/2024 |

## ADDITIONAL INFORMATION NOTIFICATION

**Notification:**

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

**Role:** **Other Role:**

**First Name:** Christina **Last Name:** McCue **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

### Individual Background Information 2

**Role:** **Other Role:**

**First Name:** Kyle **Last Name:** Stevens **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** yes

### Individual Background Information 3

**Role:** **Other Role:**

**First Name:** Mary **Last Name:** Feeny **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

### Individual Background Information 4

**Role:** **Other Role:**

**First Name:** Frederick **Last Name:** Lotuff **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

## ENTITY BACKGROUND CHECK INFORMATION

No records found

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Secretary of Commonwealth - Certificate of Good Standing | Cedar Roots LLC Secretary of Commonwealth Certificate of Good Standing 7-8-2020.pdf | pdf | 5f0cbf639a9ccf70437a4caf | 07/13/2020 |
| Department of Revenue - Certificate of Good standing | Unemployment Assistance attestation.pdf | pdf | 5f3d6e351e17f807ff969da6 | 08/19/2020 |
| Articles of Organization | Cedar Roots Articles of Organization.pdf | pdf | 5f4011bbf6d8f5082e4475df | 08/21/2020 |
| Bylaws | Cedar Roots Operating Agreement.pdf | pdf | 5f40197c5fa28707f458171d | 08/21/2020 |
| Department of Revenue - Certificate of Good standing | Cert of good standing Tax.pdf | pdf | 5f481f535fa28707f458279e | 08/27/2020 |

Certificates of Good Standing:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| Secretary of Commonwealth - Certificate of Good Standing | 2025-09-05 Cedar Roots LLC - SOC Cert.pdf | pdf | 68bb7a0f566b140b4e01da4b | 09/05/2025 |
| Department of Unemployment Assistance - Certificate of Good standing | 2025-09-05 Cedar Roots LLC - DUA Cert.pdf | pdf | 68bb7a106248b2e324793171 | 09/05/2025 |
| Department of Revenue - Certificate of Good standing | 2025-09-08 MassBio - DOR Certificate of Good Standing.pdf | pdf | 68c30bae6248b2e3247eb8b7 | 09/11/2025 |

**Massachusetts Business Identification Number:** 001357403

**Doing-Business-As Name:**

**DBA Registration City:**

## BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Business Plan | cedar roots manufacturing business plan 1.pdf | pdf | 5f3d6e6d233f7b0865381ab1 | 08/19/2020 |
| Plan for Liability Insurance | Budrisk_Letter_of_Intent_to_Bind_Coverage_-_Cedar_Roots,_LLC.pdf | pdf | 5f3d6e78b18f5e08358c6985 | 08/19/2020 |
| Proposed Timeline | 2025-09-05 Cedar Roots LLC - Proposed Timeline (2025).pdf | pdf | 68bb7a49566b140b4e01dac9 | 09/05/2025 |
| Capitalization Table | 2025-09-11 Cedar Roots LLC - Current Capitalization.pdf | pdf | 68c30ca06248b2e3247ebc79 | 09/11/2025 |
| Operating Agreement or Articles of Incorporation | 2025-09-11 Cedar Roots LLC - Articles of Organization.pdf | pdf | 68c30ce26248b2e3247ebd2c | 09/11/2025 |
| Operating Agreement or Articles of Incorporation | final signed operating agreement 1-1.pdf | pdf | 690006581cb95ddffb79fef2 | 10/27/2025 |

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| Personnel policies including background checks | Personnel Policies Including Background Checks - Cedar Roots - Product Manufacturing.pdf | pdf | 5efcd4f8b0062b7ac1b0d4f3 | 07/01/2020 |
| Restricting Access to age 21 and older | Restricting Access to age 21 or older - Cedar Roots - Product Manufacturing.pdf | pdf | 5efcd4f9a075ed6c1b90b496 | 07/01/2020 |
| Qualifications and training | Qualifications and Training - Cedar Roots- Product Manufacturing.pdf | pdf | 5efcd4fb7375807accfc6631 | 07/01/2020 |
| Transportation of marijuana | Transportation of Marijuana - Cedar Roots- Product Manufacturing.pdf | pdf | 5efcd4fc8a595d6c10258c31 | 07/01/2020 |
| Inventory procedures | Inventory Procedures - Cedar Roots LLC - Product Manuf.pdf | pdf | 5efcd4fe57a0a16c3195f187 | 07/01/2020 |
| Security plan | Security Plan - Cedar Roots- Product Manufacturing.pdf | pdf | 5efcd525b0062b7ac1b0d4f7 | 07/01/2020 |
| Storage of marijuana | Storage - Cedar Roots - Product Manufacturing.pdf | pdf | 5efcd526a075ed6c1b90b49a | 07/01/2020 |

| | | | | |
|---|---|---|---|---|
| Record Keeping procedures | Record Keeping Procedures - Cedar Roots - Product Manufacturing.pdf | pdf | 5efcd5297375807accfc6635 | 07/01/2020 |
| Quality control and testing | Quality Control and Testing - Cedar Roots- Product Manufacturing.pdf | pdf | 5efcd52abda1197ad793cf50 | 07/01/2020 |
| Prevention of diversion | Prevention of Diversion - Cedar Roots - Product Manufacturing.pdf | pdf | 5efcd52cb9c15e6c26b8f814 | 07/01/2020 |
| Maintaining of financial records | Maintaining of Financial Records - Cedar Roots - Product Manuf.pdf | pdf | 5efcd53e11b1427aed09a16d | 07/01/2020 |
| Safety Plan for Manufacturing | Safety Plan - Product Manufacturing - Cedar Roots.pdf | pdf | 5f3d6ed27116b407de653885 | 08/19/2020 |
| Plan to Obtain Marijuana | Plan for Obtaining Marijuana or Marijuana Products - Cedar Roots Product Manufacturing (1).pdf | pdf | 5f3d72d27116b407de653895 | 08/19/2020 |
| Energy Compliance Plan | FINAL Energy Compliance Plan Cedar Roots LLC.pdf | pdf | 5f3d778b4fa1b607d3b60473 | 08/19/2020 |
| Sample of unique identifying marks used for branding | Breathe Free logo for products.pdf | pdf | 5f3d7921233f7b0865381adf | 08/19/2020 |
| Method used to produce products | Methods used to produce products - Cedar Roots - Product Manufacturing (1).pdf | pdf | 5f4013f1daa09e087b89ed65 | 08/21/2020 |
| Types of products Manufactured. | Types of Products - Product Manufacturing (1).pdf | pdf | 5f4013f287ec2b07e9c515a6 | 08/21/2020 |
| Dispensing procedures | Cedar Roots - Dispensing procedures .pdf | pdf | 5f4013f4233f7b08653822f9 | 08/21/2020 |
| Diversity plan | 2024-09-04 Cedar Roots - Diversity Plan (2024 Update).pdf | pdf | 66d89c99cfa6590008d6166d | 09/04/2024 |

## ATTESTATIONS

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

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

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

**Notification:**

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

**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 Agree

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

## ADDITIONAL INFORMATION NOTIFICATION

**Notification:**

## COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

**Description of Progress or Success:** See attached.

## COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

**Description of Progress or Success:** This license is in Provisional status, Cedar Roots LLC has provided hiring statistics for its LLC as a whole which is only operational under its Final Cultivation license. As this license is not operational at this time, Cedar Roots LLC is unable to make progress towards any hiring-related goals on this license.

Diversity Progress or Success 2

**Description of Progress or Success:** This license is in Provisional status, Cedar Roots LLC has provided hiring statistics for its LLC as a whole which is only operational under its Final Cultivation license. As this license is not operational at this time, Cedar Roots LLC is unable to make progress towards any hiring-related goals on this license.

## PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

| Document Category | Document Name | Type | ID | Upload Date |
|---|---|---|---|---|
| | Product Manufacturing Specific Requirements.pdf | pdf | 611411057671e237b2f05d6c | 08/11/2021 |

**Name of Item:** N/A **Item Type:** Flower

**Item Description:** See attached.

## HOURS OF OPERATION

| | |
|---|---|
| **Monday From:** 8:00 AM | **Monday To:** 4:00 PM |
| **Tuesday From:** 8:00 AM | **Tuesday To:** 4:00 PM |
| **Wednesday From:** 8:00 AM | **Wednesday To:** 4:00 PM |
| **Thursday From:** 8:00 AM | **Thursday To:** 4:00 PM |
| **Friday From:** 8:00 AM | **Friday To:** 4:00 PM |
| **Saturday From:** Closed | **Saturday To:** Closed |
| **Sunday From:** Closed | **Sunday To:** Closed |

**Update on Plan to Comply with Local Law**

Cedar Roots LLC has a valid Special Permit for the site (Permit No. SP-2020-02) and is in full compliance with all local law applicable to this project. Cedar Roots LLC, at the time it requests a Post Provisional License Inspection, anticipates being able to produce a Certificate of Occupancy from the local Building Commissioner which will demonstrate compliance with local law and the state building code. Cedar Roots LLC is unaware of any other requirements for local law compliance and intends to take all steps to remain in compliance with its validly issued permits.

Relevant local law includes the Ware Zoning Bylaw, 4.8.8.

TEL. 413-967-9648 EXT. 103

TOWN OF WARE, MASSACHUSETTS
OFFICE OF THE TOWN CLERK
126 MAIN STREET, STE. F, WARE, MASSACHUSETTS 01082

NANCY J. TALBOT
*TOWN CLERK*

August 3, 2023

Cedar Roots, LLC
Attn: Christina McCue – Manager
50 E Main St. Suite 8
Ware, MA 01082

Dear Ms. McCue:

I am in receipt of your letter dated August 1, 2023, to the Town of Ware.

Your correspondence was inclusive of a public records request to the town to produce the records (either anticipated or actual) from Cedar Roots. LLC's operations within the border of Ware regarding the Host Community and costs related to the operation of this business within the community.

I have forwarded the request to our Town Manager, Stuart Beckley, who will gather the information from all departments involved and submit it directly to you in a timely manner.

Sincerely,

Nancy J. Talbot
Town Clerk

t/

August 1, 2023

Nancy J. Talbot, Town Clerk
126 Main Street
Suite F
Ware, MA 01082

***Re: Annual Notice of Cedar Roots LLC - Renewal of State Cannabis Licenses***

Dear Clerk Talbot:

Please be advised that as a condition of Cedar Roots LLC's state cannabis license renewal application, the Cannabis Control Commission requires Cedar Roots LLC submit documentation that it requested from its Host Community the records of any cost to the Host Community, whether anticipated or actual, resulting from the licensee's operation within its borders, and any response received from the Host Community in connection with such request. Cedar Roots LLC sends this request in connection with state Cannabis License Numbers #MP281872 (Provisional) and #MC282746 (Final) at 50 E. Main St in Ware.

Accordingly, please accept this correspondence as our formal request to Ware to produce the records of any cost to Ware, whether anticipated or actual, resulting from Cedar Roots LLC's operation within the borders of Ware. Please note that a copy of this correspondence along with any response received from the town, or barring receipt of any response, an attestation to that effect, shall be submitted to the Cannabis Control Commission.

Note that M.G.L. c. 94G, § 3(d) requires that any cost to the town imposed by the operation of a Marijuana Establishment be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Sincerely, on behalf of Cedar Roots LLC,



Christina McCue, its Manager
Cedar Roots LLC
50 E Main St.
Suite 8
Ware, MA 01082
Email: breathefreellc@gmail.com

**ATTESTATION REGARDING MUNICIPAL RESPONSE**

I, Christina McCue of Cedar Roots, LLC, caused Cedar Roots LLC to place the request attached to this application to the Town of Ware on August 1, 2023. The Town of Ware responded on August 3, 2023, stating that a response would be provided in a "timely manner." That response is attached to this application. As of August 28, 2023, Cedar Roots LLC has not yet received any response not disclosed to the Cannabis Control Commission. Any response received while this application is pending will be forwarded to the Cannabis Control Commission.

Understood to be true and correct.

By: _____ 08 / 28 / 2023
Cedar Roots LLC
Christina McCue, its Manager and Authorized Signatory

**Plan to Positively Impact Areas of Disproportionate Impact**
*Last updated July 2024*.

Overview
Cedar Roots, Inc. ("Cedar Roots") is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. This Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported by this type of plan:

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

To support such populations, Cedar Roots has created the following plan to positively impact areas of disproportionate impact (the "Plan"), including goals/programs to positively impact past or present residents of the geographic areas of Springfield or West Springfield, defined as target communities by Cannabis Control Commission guidance (the "Target Communities").

Goals
Cedar Roots has established the following goal:

1. Hiring from the Target Communities, such that at least 10% of staff are either (A) Springfield or West Springfield Residents of those areas defined as Target Communities; or (B) members of other defined Groups Disproportionately Impacted listed above including but not limited to Social Equity Program participants or residents with past drug convictions; and

Programs
Cedar Roots has developed specific programs to effectuate its stated goal to positively impact the Target Communities. Such programs will include the following:

1. Cedar Roots will advertise jobs (as they become available, but not less than annually) in the Western Mass. News, implementing additional advertising and notice techniques as necessary to engage members of the Groups Disproportionately Impacted listed above.

Measurements

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

- A staffing analysis that evidences the number of employees who are Springfield or West Springfield residents or other Target Communities;

- Documentation of any job advertisements and educational seminars advertisements placed in the Western Mass. News;

- Documentation of educational seminars held, including the number of participants from Target Communities, and the topics covered during such seminars.

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

Acknowledgements

Cedar Roots will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

# The Commonwealth of Massachusetts

## Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

**July 8, 2020**

TO WHOM IT MAY CONCERN:

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

**CEDAR ROOTS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 4, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **FREDERICK ADAM LOTUFF, MARY LOTUFF FEENY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **FREDERICK ADAM LOTUFF, MARY LOTUFF FEENY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **FREDERICK A LOTUFF, MARY LOTUFF FEENY**

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

Processed By:sam

**Certificate of Good Standing or Compliance from the Massachusetts Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, **Mary Lotuff Feeny**, an authorized representative of **Cedar Roots LLC** certify that **Cedar Roots LLC** does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Signature of Agent

Date 6/30/2020

Name: MARY LOTUFF FEENY

Title: Manager

Entity: Cedar Roots, LLC.

# The Commonwealth of Massachusetts
## William Francis Galvin

Minimum Fee: $100.00

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

## Certificate of Amendment
(General Laws, Chapter )

**Identification Number:** 001357403

**The date of filing of the original certificate of organization:** 12/4/2018

**1.a. Exact name of the limited liability company:** CEDAR ROOTS, LLC

**1.b. The exact name of the limited liability company *as amended*, is:** CEDAR ROOTS, LLC

**2a. Location of its principal office:**
No. and Street: 44 EAST MAIN STREET
City or Town: WARE State: MA Zip: 01082 Country: USA

**3. *As amended*, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**
Name: DONNA M. LOTUFF
No. and Street: 12 ELM STREET
City or Town: WARE State: MA Zip: 01082 Country: USA

**6. The name and business address of each manager, if any:**

| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| MANAGER | FREDERICK ADAM LOTUFF | 589 SEAVIEW AVE<br>OSTERVILLE, MA 02655 USA |
| MANAGER | MARY LOTUFF FEENY | PO BOX 167<br>BRISTOL, RI 02809 USA |
| MANAGER | CHRISTINA IVES MCCUE | 12 CHICKOPEE ROAD<br>MIDDLEFIELD, CT 06455 USA |

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.**

| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| | | |

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| REAL PROPERTY | MARY LOTUFF FEENY | PO BOX 167<br>BRISTOL, RI 02809 USA |
| REAL PROPERTY | FREDERICK A LOTUFF | 589 SEAVIEW AVE<br>OSTERVILLE, MA 02655 USA |

**9. Additional matters:**

**10. State the amendments to the certificate:**
ADD CHRISTINA MCCUE AS A MANAGER

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

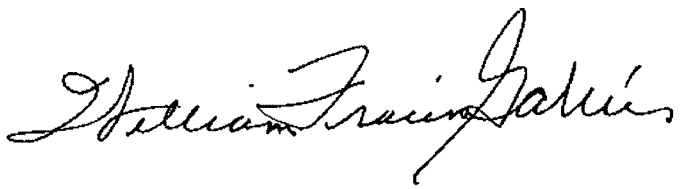
**SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of August, 2020,**
MARY LOTUFF FEENY **, Signature of Authorized Signatory.**

© 2001 - 2020 Commonwealth of Massachusetts
All Rights Reserved

# 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:

August 20, 2020 09:27 AM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

DocuSign Envelope ID: 30C6881B-9906-4F7A-83E9-732E57C0962C

# Cedar Roots, LLC

## OPERATING AGREEMENT

The undersigned, as the members of Cedar Roots, LLC, formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing of a Certificate of Organization with the Secretary of the Commonwealth of Massachusetts, (the "LLC"), on November, 2018 hereby declare this to be the Operating Agreement of the LLC.

1. Members.

a, Frederick A. Lotuff, Mary Lotuff Feeny, Kyle Stevens, Christina McCue and each person hereafter admitted to membership in the LLC from time to time, and who has not disassociated as a member as provided herein or in the Act, are each herein referred to as a "Member" and collectively as the "Members." The Members of the LLC are set forth in Schedule A hereto.

b. No Member, by reason of such Member's status as such, shall have any authority to act for or bind the LLC, and may only vote upon or approve the actions specified herein to be voted upon or approved by the Members.

C. The Members may act on a matter only by unanimous vote of the Adult Members, and no vote of other Members shall be required with respect to such matter. No meeting or notice shall be required for any such action, and the Members may act by written consent.

d. "Adult Member" means a Member who has had his or her 1 8th birthday, determined with respect to a consent, vote, or other action as of the time thereof.

e."Percentage Interest" means a Member's percentage interest as set forth from time to time opposite such Member's name on Schedule A hereto. The Managers shall amend such schedule from time to time in accordance with the provisions hereof. The combined Percentage Interests of all Members of the LLC shall at all times equal 100 percent.

f. A parent of a Member who is not an Adult Member may act for such Member as to all matters arising under this agreement or pursuant to the Act that do not require such Member to be an Adult Member.

2. Managers.

a. The LLC shall be managed by one or more persons from time to time serving as managers, each herein referred to as a "Manager" and collectively as the "Managers." The Managers shall be Frederick A. Lotuff, Mary Lotuff Feeny and Christina McCue. The Members may remove any Manager and may appoint one or more persons to serve as Manager, by the majority consent of all of the Adult Members.

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Subject to, and except as otherwise provided by, the provisions of this agreement, the Managers may exercise all the powers and privileges granted by the Act, any other law, or this agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, property or affairs of the LLC. There need only be one Manager and no Manager need be a Member of the LLC. If there is more than one person serving as a Manager and any such person becomes unwilling or unable or ceases to so serve, the remaining person or persons so serving shall serve as Manager or Managers as the case may be. The Members may from time to time appoint one or more additional Managers by the unanimous consent of the Adult Members. If any person is removed as Manager or is unwilling or unable or ceases to serve as Manager, and there is no Manager then serving, the unanimous consent of the Adult Members shall be required to appoint a successor.

b. Except as otherwise specifically provided herein, if more than one person is serving as a Manager any action to be taken by the Managers may be taken only by all of the persons so serving. Notwithstanding the foregoing, any action taken by a Manager shall be binding on the LLC in favor of a person relying in good faith on such action.

c. The Managers may appoint by a writing one or more officers of the LLC, who shall serve at the pleasure of the Managers. Each officer shall perform such duties as the Managers may assign to such officer. No officer need be a Manager or a Member. Neither the creation of any officer position nor the appointment of any officer shall limit the Managers' ability to exercise all the powers and privileges granted by the Act, any other law, or this agreement, together with any powers incidental thereto.

d. The Managers may not, without the consent of the Adult Members, sell or transfer all or substantially all of the assets of the LLC, approve a merger or consolidation of the LLC with or into any other limited liability company, corporation, partnership or other entity, file a petition for the reorganization of the LLC or the liquidation of the LLC under any provisions of any federal or state bankruptcy or insolvency law now or hereafter enacted, or dissolve the LLC.

3. Capital Contributions: Capital Accounts; and Liability of Members.

a. Each Member has contributed cash and other property to the capital of the LLC in the amount and kind set forth opposite such Member's name on Schedule A hereto. Additional capital contributions may be made by any Member only with the written consent of all of the Adult Members and all of the Managers then serving, and shall be reflected on Schedule A hereto.

b. No interest shall accrue on any contributions to the capital of the LLC.

c. A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. To the extent consistent

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with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital (net of any liabilities securing the contributed property that the LLC assumes or takes subject to) made by such Member to the LLC, the amount of any LLC liability assumed by such Member (other than in connection with the distribution of LLC property), and such Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member (net of any liabilities such Member assumes or takes subject to); the amount of any liabilities of such Member assumed by the LLC (other than in connection with a contribution), and such Member's share of the net losses of the LLC.

d. No Member, in such Member's capacity as a Member or Manager, shall have any liability to restore any negative balance to such Member's capital account. In no event shall any Member, in such Member's capacity as a Member or Manager, be personally liable for any debt, liability or obligation of the LLC.

4. Return of Contributions. No Member may demand return of such Member's contribution or to receive any payment with respect to such contribution except as provided in this agreement. The contribution of each Member shall be returned to such Member upon the termination and liquidation of the LLC to the extent the remaining assets of the LLC are sufficient therefor after distributions pursuant to the Act. With the written consent of all of the Adult Members and all of the Managers then serving contributions may be distributed to the Members prior to termination and liquidation to the extent permitted by the Act. No Member may demand or receive property other than cash in return for such Member's contribution.

5. Share of Profits and Other Items• Annual Distributions.

a. All items of income, gain, loss, deduction, credit and the like and all distributions of cash and other assets, including proceeds from liquidation of the LLC, shall be allocated among the Members according to their Percentage Interests in the LLC.
Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Managers may determine in the Managers' sole discretion.

b. Items of income, gain, loss, deduction, credit and the like shall, for accounting purposes, be as determined for reporting on the LLC's federal income tax return. For tax purposes, all items of income, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share therein for non-tax purposes.

c. The Managers may elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law), to adjust the basis of the LLC's property in the event of a distribution of LLC property as described in Section 734 of the Code, or a transfer by any Member of such Member's interest in the LLC as described in Section 743 of the Code. Appropriate adjustments shall be made in the allocations to Members under

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Section 5(b) above in order to reflect adjustments in the basis of LLC property permitted pursuant to any such election.

d. The Managers may from time to time make such other tax elections, as the Managers in their sole discretion deem desirable to carry out the business or purposes of the LLC.

e. At the request of any Member, the Managers shall cause the LLC to distribute to each Member in cash, with respect to any fiscal year for which any Member so requests, an amount equal to the aggregate state and federal income tax liability such Member would incur as a result of such Member's ownership of such Member' s membership interest in the LLC if (i) such Member's income were taxable at the highest marginal federal and state income tax rates applicable to any Member, as determined from time to time by the Managers after consulting with the LLC's accountants; and (ii) income from the LLC were, for such year, the sole source of income and loss for such Member (such distributions are referred to herein as "Tax Distributions"). The Managers shall cause any such Tax Distributions to be made to all Members so as to comply with any requirements imposed by the Code. For any fiscal year in which Tax Distributions are made, the Managers shall make estimated Tax Distributions on a quarterly basis in such amounts as the Managers reasonably believe are necessary to enable the Members to timely pay estimated taxes due on account of income from the LLC. Any excess of such quarterly payments over the amount described in the first sentence of this paragraph shall be credited against future Tax Distributions, if any

6. Transfers of a Member's Interest. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including without limitation, assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any interest therein without the written consent of all of the Members and all of the Managers then serving, and any purported assignment without such consent shall be null and void and of no effect whatsoever. Notwithstanding the foregoing, upon the death of any Member, such Member's interest may be transferred to (a) the spouse of such Member if he or she survives the Member and is married to and living with the Member at the time of the Member's death, (b) any issue of a Member, or (c) to a trust solely for the benefit of one or more of the individuals described in (a) or (b). Any permitted assignee of the membership interest shall be allowed to vote as a Member hereunder only if he or she has notified a Manager in writing of his or her membership interest. The Managers shall Schedule A from time to time to reflect transfers made in accordance with this Section. Each transferee of a Member's interest as described in the second sentence of this Section 6 by virtue of such transfer shall be deemed to have accepted and agreed to be bound by the terms of this agreement.

7. Admission of Additional Members. Except as set forth in Section 6, no person or entity, including any transferee or holder by operation of law of the interest of a Member, may be admitted to the LLC as a Member without the written consent of all persons then serving as Managers and all of the Adult Members. The Managers shall amend Schedule A from time to time to reflect the changes thereto required by any such admission. Each new Member or assignee of any interest of a Member, by virtue of such membership or

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assignment shall be deemed to have accepted and agreed to be bound by the terms of this agreement, even if such new Member or assignee of any interest of a Member is not admitted to the LLC as a Member.

8. Priorities. No Member, in such Member's capacity as a Member, shall have any rights or priority over any other Member as to contributions, distributions or compensation.

9. Dissolution. The LLC may be dissolved only by decree of judicial dissolution under Section 44 of the Act or by vote of all of the Adult Members.

10. Termination of Membership. No Member may withdraw from the LLC or have any right to distributions respecting such Member's membership interest upon withdrawal or resignation from the LLC or otherwise, except as expressly set forth herein.

11. Tax Status Books and Records.

a. The Members intend that the LLC be taxed as a partnership for all purposes, and the Members shall execute such documents and take such actions as may reasonably be required to qualify for and maintain partnership treatment for all tax purposes.

b. The Managers shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at such place as the Managers shall determine, and all Members and their duly authorized representatives shall at all reasonable times have access to such books.

c. The method of accounting used for tax purposes shall be used for LLC accounting purposes except as the Managers may otherwise determine. The fiscal year of the LLC shall be the calendar year.

d. Mary Lotuff Feeny shall be the "tax matters partner" of the LLC for purposes of the Code.

12. Indemnity: Other Business.

a. The LLC shall indemnify and hold harmless each Member, Manager, officer, and the officers, directors, members, managers, partners, shareholders, or trustees of any Member that is a corporation, limited liability company, partnership, trust or other entity against any and all claims and demands that are substantially related to their membership or management of the LLC. Such indemnification may include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without reference to the financial ability of such person to make

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repayment. Any such indemnification may be provided although the person to be indemnified is no longer a Member, Manager, or officer. However, no indemnification shall be provided for any person with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the LLC.

b. Each Member and each Manager of the LLC and any affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of a kind and description not in direct competition with this entity, independently or with others, including serving as owners, members, managers or general partners of other limited liability companies, partnerships or other entities with purposes similar to those of the LLC except with prior written consent of the Managers. Neither the LLC nor any Member or Manager of the LLC, because of their capacity as such, shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

13. Amendments. No change, modification or amendment of this agreement shall be valid or binding unless such change, modification or amendment is in writing and duly executed by a majority the Members.

14. Successors and Assigns. Subject to the restrictions on transfers set forth herein, this agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Members, their respective heirs, legal representatives, successors and permitted assigns; and each new Member and each and every successor to any part of the interest of any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this agreement. None of the provisions of this agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member or Manager who is a creditor of the LLC in such Member's or Manager's capacity as Member or Manager.

15. Miscellaneous.

a. This agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

b. Any and all notices under this agreement shall be deemed effective if sent by registered or certified mail, return receipt requested, postage prepaid, or by personal delivery, addressed, if to the LLC at its registered office under the Act, and if to a Member at the last address of record on the books of the LLC.

c. This agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

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d. Captions are used herein for convenience only, and shall not constitute a part of this agreement for any purpose.

Executed effective June 30, 2020.

MEMBERS:

DocuSigned by:
Fredrick Adam Lotuff
EBEB75EC9DB44DB...
Frederick. A. Lotuff

DocuSigned by:
1A6B4D57EE60425...
Mary Lotuff Feeny

DocuSigned by:
61FE1E3686E44E7...
Christina McCue

DocuSigned by:
A104FDC79D69478...
Kyle Stevens

SCHEDULE A TO
OPERATING AGREEMENT
CEDAR ROOTS, LLC

| Member | Percentage Interest | Capital Contribution |
|---|---|---|
| Frederick A. Lotuff | 37% | $350,000 |
| Mary Lotuff Feeny | 38% | $350,000 |
| Christina McCue | 13% | |
| Kyle Stevens | 12% | |

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

mass.gov/dor

Letter ID: L0913942080
Notice Date: July 17, 2020
Case ID: 0-000-975-165

# CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

CEDAR ROOTS LLC
PO BOX 167
BRISTOL RI 02809-0167

## *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, CEDAR ROOTS LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

## *What if I have questions?*

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

## *Visit us online!*

Visit mass.gov/dor 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

# CEDAR ROOTS, LLC

50 East Main Street
Ware, MA 01082

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# Executive Summary

## Company Name

CEDAR ROOTS, LLC

## Facility Location

50 East Main Street
Ware, MA 01082




## Mission Statement

CEDAR ROOTS, LLC (hereinafter, "CEDAR ROOTS") is a cannabis manufacturing company dedicated to supplying licensed dispensaries, in Massachusetts, with the most elite, high-quality products. We are dedicated to building a team of qualified and passionate individuals in order to successfully establish a reputable and trusted brand.

## Business Objectives

- Obtain a Manufacturing license through the Cannabis Control Commission
- Set the industry standard for product quality
- Serve as a model to regulatory authorities
- Develop a trusted and recognizable product
- Review and understand the market opportunity associated with cannabis products in Massachusetts
- Establish a strong network of partnerships
- Stimulate the local economy and morale by employing local staff and vendors

## Goals

- Acquire a Manufacturing license
- Hire a staff of ten (10) local employees
- Restore economic value to a presently vacant portion of space
- Utilize the local Hydro Power facility in the building to offset the electrical demand
- Utilize an aging Historic Mill property to help restore jobs in an area hit by the fall of the textile industry and one that is currently in an Opportunity Zone.

# Organization Summary

## Legal Entity

CEDAR ROOTS is a Limited Liability Corporation under the laws of the Commonwealth of Massachusetts.

## The Company

CEDAR ROOTS is a privately funded, Massachusetts' corporation seeking to obtain a Manufacturers license from the Cannabis Control Commission (hereinafter, the "CCC"), in order to operate a product manufacturing facility located at 50 East Main Street Ware, Massachusetts. CEDAR ROOTS will utilize an 1,000 sq. ft. space to manufacture cannabis products such as edibles, pre-rolls, sublinguals, strain-specific extractions and vapes, ultimately selling the product to authorized retail shops throughout Massachusetts.

Our qualified, passionate and trusted Team at CEDAR ROOTS has put to use our diverse professional backgrounds in business development, finance, operational management, and cannabis cultivation and manufacturing, to generate a business plan that sets forth strategic alignment by defining our company and product, identifying milestones and metrics, and establishing means of accountability. As we continue to navigate through this emerging Massachusetts' market we are committed to updating and upgrading this business plan to serve as our guide, and a means of monitoring our progress and shortcomings.
Though our individual skill sets are eclectic, our collective objective to manufacture high-quality cannabis products, and to develop a trusted and recognizable brand is mutual.

## The Team

Mary Lotuff Feeny
*Facilities Director*
Mary has spent her entire life in and around the mills in Ware, forming lasting ties to the community and a deep appreciation for local and American manufacturing history. Her childhood was spent as a wide- eyed, daily participant at her parent's clothing manufacturing operation. After school and summers were learning opportunities through the years. After receiving a business degree from Babson College, Mary returned to Ware to spend 6 years in the late 80s-early 90s working in her parent's historic Stone Mill, steps from the location of Cedar Roots. During that time, Mary served on the Finance Committee of the Town of Ware, in addition to running a retail clothing store and clothing manufacturing operation. Following this experience, Mary received a law degree from Roger Williams University in Bristol, Rhode Island. While studying for the bar in Rhode Island and Massachusetts, Mary returned to Ware to work with her brothers at Berkshire Blanket. From 1996-2005 Mary served as CFO and Corporate Counsel to Berkshire Blanket. Since 2006 Mary has been focused on investments in residential and commercial real estate. Over the past 30 years, Mary has been gaining experience in business management, operations, and municipal governance. This includes product manufacturing, property management, construction project management, retail management, human resources, financial management, and municipal zoning regulations. Mary is a manager of the property at 50 East Main Street and will serve as the facilities manager for Cedar Roots. Historic preservation, upcycling, right sizing and self-sustainable design are passions which drive many of Mary's work and life decisions. As a cancer survivor and business leader, Mary recognizes the benefits of cannabis and its industry for the community and is eager to bring this benefit to Ware.

Frederick (Rick) Lotuff
*Director of Business Development*
Rick was born in Ware, Massachusetts and attended St. Mary's School just steps from Cedar Roots cultivation site. He then went on to attend the Stratton Mountain School in Vermont. Rick grew up sweeping the floors in his father's textile mill in Ware and later founded Berkshire Blanket Inc. in 1993, holding its corporate headquarters in the family's Historic Stone Mill next door to Cedar Roots. Rick and his family built Berkshire Blanket to be the largest blanket company in the USA by 2003, and then sold the company in 2006 while Rick remained as CEO until 2008. Rick then founded the American Blanket Company in 2012 and remains its President today, along with managing multiple brands selling direct to consumers on the internet. Rick has a passion for the town of Ware, where him and his family has been proud owners of the historic Stone Mill for over 40 years. His goal is to utilize Cannabis as a way to help bring life back to this once thriving mill town. Rick sees that over time with the proper vision and team we can create an environment where we merge our parents' generation and our children's' generation to work side by side in agriculture. Experiencing a bond only farming can create and utilizing natural energy within the facility while being a positive impact on the town and its surroundings

Kyle Stevens

*Director of Cultivation and Manufacturing*

Kyle grew up in Southington, CT. It was here that his grandfather started the family's first successful tire business and where he learned at a young age that hard work and dedication is what it takes to succeed in any industry. Kyle was searching for his own passion that he could apply his entrepreneurial skillset towards and he found that in cannabis. While living in San Francisco at the peak of medical cannabis legalization, Kyle worked alongside many successful Master Growers and manufacturers, learning and honing skills and studying their operations. Since then, Kyle has continued researching and mastering his own manufacturing techniques to develope the highest quality product. What makes Kyle unique is his undeniable passion for the cannabis industry, his dedication to ensuring a connoisseur level, top-shelf product, and the enormous sense of pride he has in his work.

Christina McCue

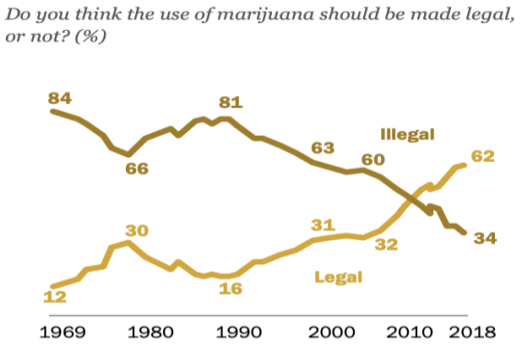
*Director of Business Operations*

Christina grew up in Southington, CT. where she proudly witnessed both of her parents diligently work their way to the top of the Stop n' Shop/Ahold Corporation. Christina prided herself in her studies and had a true passion for art. She went on to major in Visual Communications at Gibbs College. It was during this time that Christina took a job at a prominent auto dealership as an assistant to the owner. Soon after starting this job, it became clear to the owner that Christina's capabilities went far beyond the assistant level. She was promoted time and time again, going on to excel at every position she held throughout the corporation. This sparked a passion inside of her to surpass her own goals and expectations, always seeking the next challenge, and working her way to the top just as she had learned from her parents. Christina's wits and skillset led her to become the highest ranking/ highest paid employee in the corporation as the financial and business operations manager overseeing a staff of over 50 employees. With years of experience investigating ways to improve profitability, analyzing markets for opportunities, and keeping business goals and personnel on course, Christina is committed to applying her knowledge and background to establish CEDAR ROOTS as a premiere cultivator within the Massachusetts cannabis market.

# Legal Landscape & Market Overview

## National Landscape

Public support for legalizing recreational cannabis has steadily risen from 12% in 1969, to an estimated 62% today. Those in favor understand that this industry will generate billions of dollars for the economy, create hundreds of thousands of jobs, decrease crime, free up police resources, take power and money away from drug cartels and street gangs, and put an end to an unregulated black market.







In 2018, twenty-one states considered legalization bills. As of today, eleven states and the District of Columbia have legalized cannabis for recreational adult-use, and thirty-three states have legalized cannabis for medicinal purposes, illustrating the increasing acceptance throughout the United States and the potential market opportunity presented by a regulated industry. In 2016, the legal marijuana industry generated $7.2 billion in revenue and it is estimated that by 2025, the cannabis industry will exceed $24 billion in annual economic activity.

## Massachusetts Legal Landscape

In November of 2008, the Commonwealth of Massachusetts decriminalized cannabis when voters passed the Sensible Marijuana Policy Initiative, also known as Question 2. Question 2 changed the landscape of adult cannabis possession laws in Massachusetts making it a civil offense to possess an ounce or less of cannabis. This new law eliminated criminal reporting for minor cannabis infractions. While Question 2 addressed the possession aspect of the law, selling and growing cannabis was still a criminal offense and convictions carried serious jail time.

Four years later, in 2012, 63% of Massachusetts voters passed the Massachusetts Medical Marijuana Initiative allowing cannabis use and production for medical purposes. The legislation required a

registry for patients, doctors and caregivers as well as dispensaries. The Massachusetts Department of Public Health established the Medical Use of Marijuana Program to oversee this new law, including ensuring that there is at least one dispensary in each county and no more than five in a single county.

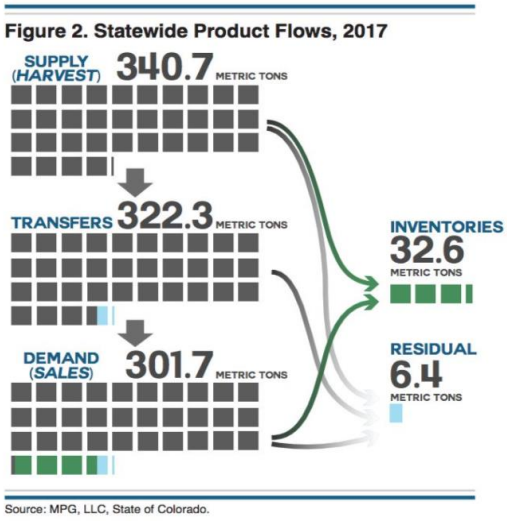
When the law took effect in January of 2013, the Commonwealth was still developing the appropriate systems for the registration process which allowed patients with qualifying medical conditions and certified doctor's notes to begin medical cannabis use immediately while the state created a registry program. The Commonwealth was also delayed in certifying the required fourteen dispensaries by January 2014 causing them to issue fifteen provisional certificates.

Voters went a step further in November of 2016 by voting yes to Question 4 making the recreational use of cannabis in Massachusetts legal. Cannabis will be regulated in the same fashion as alcohol. On December 15, 2016 personal cannabis use for persons 21 or older became legal. This covered persons in possession of an ounce or less of cannabis and home growth of no more than twelve cannabis plants. Licenses for cultivation, manufacturing, testing and retail have been issued.

## Massachusetts' Market

Based on our analysis of the regulated adult-use market in Colorado, CEDAR ROOTS estimates that the Massachusetts's cannabis market has the potential to generate $1.8 to $2.0 billion in revenue annually. In 2018, in Colorado, sales per adult resident was $272/year. Projecting that number on to Massachusetts' population of 6.9 million people reflects a profit of $1.875 billion. Factoring in Massachusetts' 8.45% higher income rate, the state's market potential exceeds $2.0 billion.

In 2017, cultivators in Colorado harvested 340.7 metric tons of cannabis flower, with demand totaling 301.7 metric tons. Comparing the 1.3 million Coloradoans who voted in favor of cannabis legalization and the 1.7 million Massachusetts residents supporting the initiative, it can be estimated that supply figures will need to reflect those represented in Colorado in order to furnish the demand.




As of today, the CCC has issued 22 retail, 15 product manufacturing licenses, 16 cultivation licenses and 2 transporter licenses. The numbers show that there is currently only 540,000 sq. ft of licensed grow space within the state and estimates indicate that Massachusetts cultivators will need to produce almost 300,000 lbs./year, or 4.8 million ounces, of cannabis to adequately serve the billion dollar market which demonstrates a greater

need for in-state cultivators in order to supply the enormously growing demand.

## Cannabis Consumer Overview

New Frontier Data conducted nationally representative survey of more than 3,100 cannabis consumers across the United States. This survey collected detailed information about their use of cannabis, spending behavior, and purchasing decisions, along with their beliefs about cannabis and how it should be regulated.

Based on this study, New Frontier Data identified nine consumer archetypes which include three high-frequency, three moderate frequency, and three low frequency consumption groups. Each of these consumer segments vary on how they obtain cannabis, which products they use, their openness about use, and reasons for use.

CANNABIS CONSUMER ARCHETYPES

| User Type | Archetype | Archetype Profile |
|---|---|---|
| HEAVY | Traditional Lifestylers | The classic consumer |
| | Modern Lifestylers | The "Cannabis 2.0" consumer |
| | Functional Dependents | The extreme consumer |
| MODERATE | Medical Purists | The consumer of cannabis for health and wellness |
| | Weekend Enthusiasts | The moderate leisure consumer |
| | Discreet Unwinders | The passionate but secret consumer |
| LIGHT | Social Opportunists | The communal sharer |
| | Silver Dabblers | The occasional indulger |
| | Infrequent Conservatives | The graying traditionalist |

In addition to these archetypes, the following trends were identified:

- While most respondents (67%) consider themselves recreational consumers, their reasons for using cannabis vary widely, including for wellness and medical applications.
- The top-three reasons why consumers use cannabis are for relaxation (66%), stress relief (59%) and to reduce anxiety (53%). However, smaller percentages use cannabis for longer lists of reasons, including to improve sleep, treat medical conditions, enjoy social experiences, or stimulate creativity.
- Among medical cannabis patients, 94% report that using cannabis has improved their conditions, and 73% report substituting cannabis for other medications.
- Four in 10 consumers – both medical and recreational – report using cannabis to relieve pain, reflecting the growing research on the efficacy of cannabis for pain management Additionally, six in 10 medical patients report using cannabis to specifically replace either prescriptions or over-the- counter pain medications.
- Among respondents, 36% reported consuming at least once a day, with 59% consuming at least once a week.
- Joints and pipes are the preferred methods to consume cannabis for more than half the market (53%); however, demand for non-flower products (i.e., concentrates, vaporizers, and edibles) has grown dramatically among consumers in both legal and non-legal markets.
- Approximately three in 10 consumers (28%) consider cannabis an important part of their identities, though younger consumers and those who consume more often are more likely to view cannabis as integral to who they are.

- Friends play a critical role in shaping a consumer's experience – they are not only most commonly cited as sources from which consumers get their cannabis, but they also play a vital role in educating and informing consumer perspectives.
- Consumers' preferences for cannabis products are changing and demand is increasing, which will inevitably affect cannabis manufacturing.
- For example, according to a report from BDS Analytics and Arcview Market Research released in the fourth quarter of 2018, consumers are shifting their cannabis spending to edibles and concentrates, and "that trend will continue over the next five years, with flower's share of total spending dropping from 50% in 2017 to just 36% in 2022. Edibles will grow from 12% to 14% in that time frame, and concentrates is expected to swell from 23% to 36%."

# Operations Summary



**Leased Premises**

CEDAR ROOTS has executed a lease of 50 East Main Street, Ware, Massachusetts. The lease terms authorize the premises to be used for the manufacturing of cannabis and all acts authorized under a CCC Manufacturing license. The property owners have been granted a special permit by the Town of Ware for this location to serve its intended purpose.

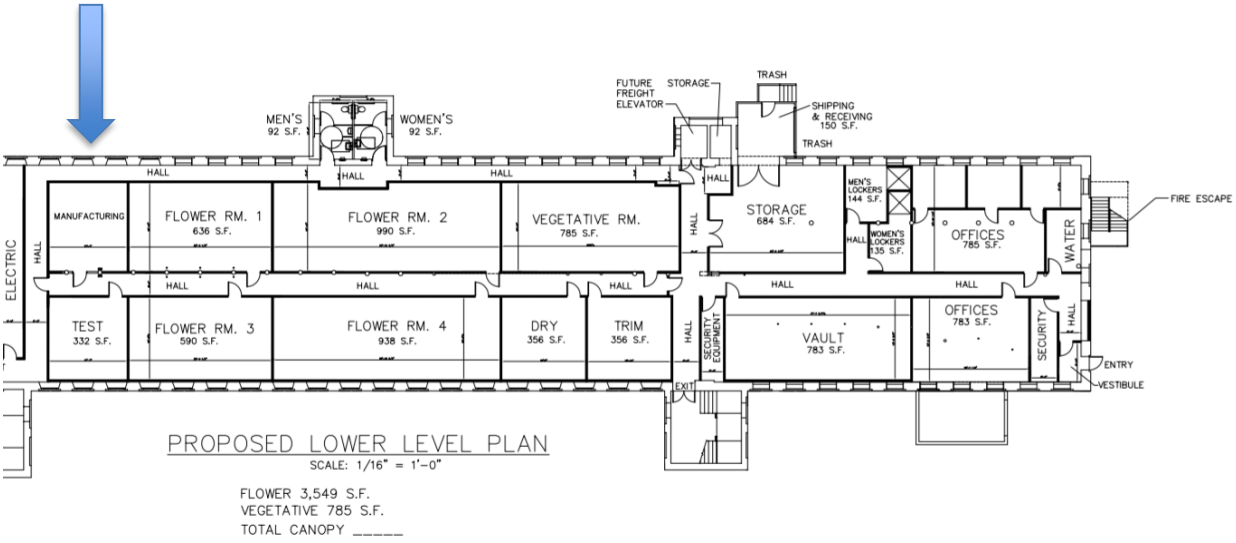
## Design Objectives

The manufacturing facility will be built in the 60,000 sq. ft. building, consisting of 500 sq. ft. of initial layout space, with room for expansion. It will be designed to maximize product output, minimize energy usage, and optimize profits. Site design will consist of the following:

- Energy efficient Kitchen for manufacturing edible products.
- State-of-the-art extraction equipment. We plan to use various extraction methods based on our desired product result.
- Designated, organized space for packaging and labeling.

## Projected Floor Plan

The property will undergo renovations and a buildout that will create a state-of-the-art facility to serve our cannabis product manufacturing operation.



# Financials

**Start-Up Funding**

CEDAR ROOTS is a privately funded venture with an initial start-up operating budget of $150,000. We plan to build-out and renovate the property located at 50 East Main Street, Ware, Massachusetts, to create an advanced manufacturing facility with sophisticated equipment that will allow us to thrive in this emerging and competitive cannabis market. We have carefully calculated our initial investments to ensure funding to support start-up costs and fixed expenses until profit stability is achieved.

# Products and Services

CEDAR ROOTS will include a mix of Indica and Sativa in our products. Indica is known to reduce nausea, increase appetite and fight depression, while Sativa is known for its uplifting and energizing effects.




**Edibles:**

- Baked good

A cannabis-infused baked good is a common type of cannabis edible, which may include hash cookies, brownies, and chocolate.

- Infused cannabis gummies

- Tincture

Cannabis tincture is an extract of cannabis contained in oil at room temperature. Generally, stems and leaves of the cannabis plant are used as source material because they contain high amounts of cannabinoids and are undesirable to smoke. It can be added to coffee and other beverages.

- Oil

Cannabis oil is a product based in cooking oil that has been infused with cannabinoids by mixing cannabis with the heated oil. Cannabis cooking oils are available in a variety of blends for various cooking applications.

- Butter

Cannabis-infused butter, or cannabutter, is a cannabis-infused product used for flavoring cannabis edibles. Cleaned and dried buds are steeped in melted butter or oil in preparation for consumption.

**Extraction Methods**

- Alcohol extraction

Alcohol extraction, also commonly referred to as ethanol extraction, is one of the most efficient extraction methods for processing large batches of cannabis flower, and can be done in hot, cold, or room temperature conditions.

Hot alcohol extraction is generally accomplished using the Soxhlet extraction technique. This method cycles hot alcohol solvent through the solid cannabis flower, stripping the cannabinoids and terpenes from the flower in the process.

- Hydrocarbon extraction

Hydrocarbon extraction, normally achieved using butane or propane, is able to extract a greater variety of terpenes from the cannabis material than the alcohol extraction method. For products such as vape oils or oral tinctures, where the cannabis extract is unlikely to be masked by other flavors, preserving these terpenes helps to give the extract flavor and aroma.

This improved extraction comes as a result of the low boiling point of butane, which is around -0.5°C or 31°F at standard pressure. After cold butane solvent has washed over the cannabis plant material and extracted its oils, the butane solvent can be easily cold-boiled off to leave an oil with more of a "whole plant" character, as more of the temperature-sensitive terpenes will be retained.

- Supercritical CO2 extraction

Supercritical CO2 extraction is still considered by some to be somewhat of a newcomer to the cannabis industry, but it's already a popular choice. The method itself has been around for decades, and is already commonly used in other industries for the processing of products such as coffee, tea, vanilla, and perfumes.

In brief, the method involves using specialist pressure and temperature control equipment to turn gaseous CO2 into a supercritical fluid. When passed over cannabis material, the fluid can easily extract plant waxes and oils from the cannabis.

# Marketing and Branding

Because recreational adult-use cannabis is illegal under Federal law, state governments and social media platforms are putting stringent guidelines on the advertising of cannabis and cannabis related products; Facebook, Twitter, Instagram and Snapchat all prohibit cannabis related content. Though, the cannabis industry has its own media avenue, comprised of several digital resources including, hightimes.com, mjbizdaily.com, marijuanastock.com and potnetwork.com, which act as marketing platforms for companies to promote their brand and products to consumers. In addition to purchasing ad space from these platforms to promote our brand and products, CEDAR ROOTS intends to submit written content for publication, on various topics that will help educate consumers and encourage cultivators. Many of these sources have both digital and print platforms, both of which CEDAR ROOTS intends to utilize.

While web marketing can be a vast and powerful tool, CEDAR ROOTS intends to continue developing close personal relationships with manufacturers and retail shop owners operating in the Massachusetts' market. We plan to market directly at cannabis conferences and other events

designed around cannabis, health and wellness. CEDAR ROOTS is committed to joining, and actively participating in, industry associations to learn from fellow master growers, to teach newer members of the community and to expand our network. CEDAR ROOTS intends to create an email list from our direct marketing campaign and plans to circulate monthly newsletters.

**Marketing & Advertising Platforms:**

- Company Website
    - Adults (21 and older) only age verification site access option available on homepage
- Direct Marketing
    - Industry Association Memberships
    - Cannabis related conferences, exhibitions, events
    - Email marketing- newsletters, digital brochures
    - Personal networking
- Advertising & Publications
    - Digital
        - Mjbizdaily.com
        - Marijuanastock.com
        - Hightimes.com
    - Print
        - Marijuana Magazine
        - 420 Magazine
        - Cannabis Now
        - High Times

## Marketing Objectives

- Create a strong digital presence
- Become a preferred, reputable and trusted cannabis product manufacturing brand
- Grow brand awareness
- Acquire new customers
- Establish relationships with dispensing organizations

### Branding and Positioning

CEDAR ROOTS has worked to create a brand image that we feel is simple yet impactful and memorable. We will use this image on our marketing and promotional material, in addition to our cannabis products. We believe that our distinct imagery will quickly stand on its own within the Massachusetts' industry as it will become associated with the most supreme and consistent product on the market.

All of our marketing, labeling, signage, branding and packaging with be in full compliance with all governing rules and regulations, including 935 CMR 500.000. Our image will NOT be used to:

- Appeal to anyone under the age of 21
- Jeopardize the health, safety and well being of the general public
- Mislead or deceive

# Organizational Structure Summary

CEDAR ROOTS aims at employing a staff of five dedicated and qualified people from the Ware community and areas that have been disproportionately impacted within one year of operation. Our corporate structure, will initially be comprised of the founding members listed above in the "Organization Summary: Team" section. Each of the CEDAR ROOTS Team members will apply our skillset to different areas of business to ensure operations run smoothly and efficiently from a business perspective; while cannabis manufacturing will be handled by our Director of Cultivation and Manufacturing/ Extraction Specialist (to be hired).

Job responsibilities/requirements for the position will include:

- Advanced knowledge of the cannabis plant and genetics
- Must have accountability, proactive behavior and strong attention to detail.
- Well researched in new techniques and insight into optimized standard operating procedures that provide high-quality results.
- Comprehensive knowledge of manufacturing equipment.
- Facility maintenance and troubleshooting as necessary
- Assist government auditors with inventory, sales, and compliance audits
- Comply with all HR policies including confidentiality and non-disclosure

- Identifying and implementing new technologies and methodologies to improve laboratory workflow, extractions, product development and data quality as financially possible.
- Ensuring the constant improvement of the teams' knowledge base on lab procedures and extraction methods, including safety awareness, knowledge of hazards, OSHA, Food Safety, company standards and quality control.

Personnel will cross train to maximize knowledge sharing and productivity. This includes carrying out all manufacturing and packaging operations in an efficient manner that also complies with all GMP's, OSHA regulations, and all applicable required procedures.

| | |
|---|---|
| **Inventory Control** | Seed to sale tracking will spell out how BREATHE FREE will address inventory and includes protocols to ensure operational consistency and proper compliance with the MMTC licensing directives. |
| **Information Technology** | Training on greenhouse environment management systems, inventory control procedures, electronic data collection, and records retention. |
| **Environment Management** | Will outline the environment requirements by room and stage of the marijuana processing. |
| **Nutrient Line Management** | Information on nutrient line, preferred feeding schedule, and when to flush marijuana plants |
| **Harvesting and Curing Procedures** | When to harvest, preferred curing methods, quality assurance. |
| **Packaging** | Details regarding standard labeling in accordance with the legal label requirements. |
| **Testing and Sample Retention** | Standard testing procedures, procedures for storing test samples, and details regarding engaging with a third party for independent testing. |
| **Facility Maintenance** | Outlines cleaning and maintenance schedule, which includes but is not limited to filter changes, basic repairs, deep cleanings, contamination clean-up, etc. |
| **Transportation** | The transportation policies, whom to engage to transport cannabis products, frequency of deliveries, and processes for retaining records. |
| **Emergency Procedures** | Provides specific protocols in case of medical, police or other emergencies to ensure rapid response involving the appropriate personnel and/or outside authorities. |

## Cannabis Tracking

As required by the State and the CCC, a METRC inventory seed-to-sale tracking system will be used to track when cannabis seeds are planted, when cannabis plants are harvested, destroyed, transported, sold, stolen, diverted, and/or lost. CEDAR ROOTS will maintain full accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.

CEDAR ROOTS will also use a cloud-based inventory and customer management system to collect and supply orders from licensed retail shops and manufacturers. The order fulfillment system will retain records in accordance with all State and CCC guidelines, and track the movement of cannabis product from the cultivator to the dispenser.

Additionally, we will use our METRC software system to conduct internal audits on a daily, weekly, monthly, quarterly and annual basis.

## Employee Training

Every new CEDAR ROOTS employee will be required to do two weeks of shadow training before he/she is allowed to work independently. Within the first 90 days of employment CEDAR ROOTS will require that each new employee participate in the Responsible Vendor Training, required by the CCC. Each employee will also be required to undergo 20 hours of ongoing job training, every year, to ensure he or she is up to date with company and industry protocols and procedures.

CEDAR ROOTS is committed to keeping detailed records of all employees, including date of hire, dates of training and personal contact information.

## Employee Handbook

CEDAR ROOTS will provide each employee with a comprehensive handbook providing information to guide employees' behavior and relationship with CEDAR ROOTS. The manual will include information on:

- CEDAR ROOTS Philosophy and Mission
- Compensation guidelines and company benefits
- New employee onboarding procedures
- Attendance, tardiness, and uniform policy
- Safety/Security policies and guidelines
- Emergency Procedures
- Drug and Alcohol policy
- Anti-Discrimination Policy

- Anti-Harassment Policy

### Policies Against Discrimination

CEDAR ROOTS takes pride and being an equal opportunity employer and will not discriminate on the bases of race, color, religion, sex, disability, veteran status or national origin. We believe that diversity is the cornerstone of success, as unique backgrounds distinct creativity and drive innovation. CEDAR ROOTS is looking to be a leader in this industry and we understand the importance of building a unique, resilient and knowledge team.

CEDAR ROOTS vows take measures to ensure that our policies remain against discrimination in employment, recruitment, and advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant.

# Security Plan

CEDAR ROOTS has devised a security plan that is divided into two components: *Facility Security* and *Operations Security*. The preventive measures adopted in each will minimize security exposure, protect the public, our visitors, vendors and staff. CEDAR ROOTS is confident that in the event of a security breach, our policies and response training will allow our staff to quickly detected, contained, and resolved any harmful situation.

### Facility Security

Our plan to ensuring safety within the facility is to control and monitor ingress into and movement within the building. CEDAR ROOTS will enforce strict access protocols for the staff and visitors, and will install physical and electronic safeguards to protect against forced or surreptitious entry. Our facility security plan includes:

- Securing all doors and windows with locks and electronic alarm mechanisms
- Adequate lighting and video surveillance with third-party 24/7 monitoring in and around the facility,
- Round-the-clock guards monitoring the facility,
- Multiple redundant electronic systems to detect intrusion or unauthorized movement within the facility,
- Keycard and access-code-controlled access points in employees-only areas,
- Strict enforcement of identification requirements for all incoming persons,
- A secure pre-screening and reception area for incoming patients, and
- Strict enforcement of eligibility documentation and verification procedures for all patients.

### Operations Security

Our operational security policy is comprised of three parts: procedural security, workforce security, and inventory security. These are defined as the following:

- *Procedural security* requires specific and well-rehearsed protocols to deal with all types of incidents and eventualities, from suspicious behavior, loitering, or on-site consumption to full-blown emergencies and premeditated security threats. Well-laid plans, working security systems, and staff preparedness are paramount.
- *Workforce security* includes background checks, proper training and drills, and physical and electronic safeguards for employee safety during transactions.
- *Inventory security* requires a system for strict inventory tracking and control along with facility monitoring to prevent diversion, theft, and on-site consumption.

CEDAR ROOTS believes that preventing minor incidents of misconduct and responding to them with efficiency and haste is an important strategy in preventing and mitigating incidents of major security breaches.

## Miscellaneous

### Disposal

CEDAR ROOTS shall be disposed of all waste in accordance with 935 CMR 500.105 (12). CEDAR ROOTS will hold the waste in a locked and secure area before grounding and mixing the cannabis waste with other solid waste (water, sawdust, manure or other growing media etc.) as to render it unusable. We will then bring the waste to a municipal waste combustion facility or landfill for proper disposal.

Two members of our staff will be present to witness the destruction of the cannabis byproduct and will be required to "sign off" on a document attesting to the proper disposal. CEDAR ROOTS will maintain all records of proper disposal for three years, as required by the CCC.

### Community Impact

CEDAR ROOTS is dedicated to not only stimulating the Ware economy but also giving back to the community. CEDAR ROOTS intends to maintain a close relationship with the Ware law enforcement agency to assist them on educating the community on the dangers of illegal drug use and youth drug prevention.

### Community Service

CEDAR ROOTS plans to host free local webinars for adults in the community on safe, legal consumption. CEDAR ROOTS is dedicated to community involvement and wants to know the people we are serving!

DocuSign Envelope ID: 4F1371DB-A13E-441C-BB08-F1EAB2870238

Budrisk

72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: Cedar Roots, LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than $5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. Cedar Roots, LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to Cedar Roots, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

**PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

Cedar Roots LLC ("Cedar Roots") has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Cedar Roots shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), Cedar Roots is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in Ware, MA.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Cedar Roots determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Cedar Roots strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Cedar Roots has and follows a set of detailed written operating procedures for each location. Cedar Roots has developed and will follow a set of such operating procedures for each facility. Cedar Roots's operating procedures shall include, but are not necessarily limited to the following:

(a) Security measures in compliance with 935 CMR 500.110;
(b) Employee security policies, including personal safety and crime prevention techniques;
(c) A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
(d) Storage of marijuana in compliance with 935 CMR 500.105(11);
(e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
(f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
(g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
(h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
(i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
(j) Alcohol, smoke, and drug-free workplace policies;
(k) A plan describing how confidential information will be maintained;
(l) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
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 another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

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

In accordance with 935 CMR 500.105(2), all of Cedar Roots's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Cedar Roots shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of Cedar Roots will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Cedar Roots and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, Cedar Roots's personnel records will be available for inspection by the Commission, upon request. Cedar Roots's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to

the following:

The following Cedar Roots personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Cedar Roots's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Cedar Roots and shall include, at a minimum, the following:
    a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. documentation of verification of references;
    c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. documentation of periodic performance evaluations;
    f. a record of any disciplinary action taken; and
    g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Cedar Roots understands that in the event that Cedar Roots were to close, all records will be kept for at least two years at the expense of Cedar Roots.

**RESTRICTING ACCESS TO AGE 21 OR OLDER**

Cedar Roots LLC ("Cedar Roots" or "the Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.105(1)(o). This regulation states that written operating procedures for the Company shall include "[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old."

A. COMPLIANCE WITH 935 CMR 500.105(1)(o)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company's Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company's Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company's Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission's definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.

2. The Company will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
    a. A motor vehicle license;
    b. A liquor purchase identification card;
    c. A government-issued identification card;
    d. A government-issued passport; and
    e. A United States-issued military identification card.

## QUALIFICATIONS AND TRAINING

Cedar Roots LLC ("Cedar Roots") shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Cedar Roots. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of Cedar Roots that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Cedar Roots shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana's effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of Cedar Roots's employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Cedar Roots employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of Cedar Roots shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents' files. Cedar Roots shall retain all training records for at least one year after a marijuana establishment agents' termination. All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

## RECORD KEEPING PROCEDURES

Cedar Roots LLC ("Cedar Roots") records shall be available to the Cannabis Control Commission ("CCC') upon request pursuant to 935 CMR 500.105(9). Cedar Roots shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with Cedar Roots, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

### VISITOR LOG

Cedar Roots will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

### REAL-TIME INVENTORY RECORDS

Cedar Roots will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Cedar Roots will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

### MANIFESTS

Cedar Roots will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product;

the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Cedar Roots will maintain records of all manifests.

INCIDENT REPORTS

Cedar Roots will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Cedar Roots shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Cedar Roots shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Cedar Roots operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). Cedar Roots shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Cedar Roots will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Cedar Roots's security system, Cedar Roots will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Cedar Roots will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records

will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Cedar Roots's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

## QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Cedar Roots LLC ("Cedar Roots") will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Cedar Roots shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Cedar Roots for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Cedar Roots by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Cedar Roots shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Cedar Roots's policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Cedar Roots staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Cedar Roots will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Cedar Roots's Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Cedar Roots staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All Cedar Roots staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of Cedar Roots.

Cedar Roots management and inventory staff will continuously monitor quality assurance of marijuana

products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Cedar Roots procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), Cedar Roots shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Cedar Roots will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Cedar Roots storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Cedar Roots storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by Cedar Roots for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

## MAINTAINING OF FINANCIAL RECORDS

Cedar Roots LLC ("Cedar Roots") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of 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, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, Cedar Roots will implement the following policies for Recording Sales:

(a) Cedar Roots will utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
(b) Cedar Roots may also utilize a sales recording module approved by the DOR.
(c) Cedar Roots will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
(d) Cedar Roots will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Cedar Roots will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Cedar Roots determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    i. it will immediately disclose the information to the Commission;
    ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
(e) Cedar Roots will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
(f) Cedar Roots will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
(g) Cedar Roots will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Cedar Roots, all records will be kept for at least two years, at Cedar Roots's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Cedar Roots shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

**SAFETY PLAN**

Cedar Roots LLC (Cedar Roots or the "Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following standard operating procedures for the safety plan of all marijuana and marijuana-infused products pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.101(1). The regulations require that the marijuana establishment provide a detailed summary of operating policies and procedures including a safety plan for the Manufacture and production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments. Cedar Roots is committed to safely providing quality products.

*Quality Control, Sanitation, Safety and Health Standards*

Health, safety and sanitation are critical components of the manufactured cannabis products facility and all applicable laws and regulations must be strictly adhered to. General health, safety and sanitary standards will be discussed in this section.

A facility shall comply with state and county health, safety, and sanitation regulations prescribed in 105CMR 590.000 and 935 CMR 500.101(1)and may be subject to inspection to affirm that no health or safety concerns are present which may contaminate the products.

*State Regulations*

The manufactured cannabis products facility will be in full compliance with all applicable state and local laws and regulations regarding health, safety and sanitation. It will be the responsibility of the manufactured cannabis products facility manager to insure the creation and implementation of policies for regulatory compliance.

*General Standards*

<u>Manufactured cannabis</u>

- The facility shall manufacture cannabis products such as bubble hash, hash, oils and oil extracts, tinctures.
- The facility will establish and maintain a written policy and procedure that includes, but is not limited to:
    - Safe and appropriate use of manufacturing equipment;
    - Safe and appropriate storage of materials used to produce manufactured cannabis products;

- Effective training and monitoring of employees and subcontractors who participate in the production of manufactured cannabis products;
- Adequate protocols for laboratory testing of manufactured cannabis products;
- Safe and appropriate storage and disposal or destruction of manufactured cannabis products at all stages of production and sale;

General Sanitary Requirements

Our cannabis products facilities will take all reasonable measures and precautions to ensure the following:

- That any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination for whom there is a reasonable possibility of contact with preparation surfaces for cannabis or cannabis-infused product shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected;
- That hand-washing facilities shall be adequate and convenient and be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the licensed premises and/or in cannabis-infused product preparation areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- That all persons working in direct contact with preparation of cannabis or cannabis product shall conform to hygienic practices while on duty, including but not limited to:
    - Maintaining adequate personal cleanliness;
    - Washing hands thoroughly in an adequate hand-washing area(s) before starting work, prior to engaging in the production of a cannabis concentrate or manufacture of a cannabis-infused product and at any other time when the hands may have become soiled or contaminated; and
    - Refraining from having direct contact with preparation of cannabis or manufactured cannabis product if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.
- Litter and waste will be properly removed and the operating systems for waste disposal will be maintained in an adequate manner so that they do not constitute a source of contamination in areas where cannabis is exposed.

- Floors, walls and ceilings will be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair.
- There will be adequate lighting in all areas where cannabis is stored and where equipment or utensils are cleaned.
- There will be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage or breeding place for pests.
- Any buildings, fixtures and other facilities will be maintained in a sanitary condition.
- Toxic cleaning compounds, sanitizing agents, and solvents used in the production of cannabis concentrates shall be identified, held and stored in a manner that protects against contamination of cannabis, and in a manner that is in accordance with any applicable local, state or federal law, rule, regulation or ordinance.
- All contact surfaces, including utensils and equipment used for the preparation of cannabis or cannabis-infused product shall be cleaned and sanitized as frequently as necessary to protect against contamination. Equipment and utensils shall be designed and shall be of such material and workmanship as to be adequately cleanable, and shall be properly maintained.
- The water supply shall be sufficient for the operations intended and shall be derived from a source that is a regulated water system. Private water supplies shall be derived from a water source that is capable of providing a safe, potable and adequate supply of water to meet the facility's needs.
- Plumbing shall be of adequate size and design, and adequately installed and maintained, to carry sufficient quantities of water to the required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross connections between the potable and waste water lines.
- All operations in the receiving, inspecting, transporting, segregating, preparing, producing, packaging and storing of cannabis and manufactured cannabis products shall be conducted in accordance with adequate sanitation principles.
- Each facility center shall provide its employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- Cannabis that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms.
- Permitted facility centers shall immediately allow the CCC to inspect the premises and all utensils, fixtures, furniture, machinery and devices used for preparing manufactured cannabis products.

- A facility center that prepares manufactured cannabis products for sale or distribution at a dispensing organization shall be under the operational supervision of a certified food service sanitation manager.

Per 935 CMR 500.130 Cedar Roots will ensure that production of edible marijuana products will take place in compliance with the following:

> **(a)** All Edible Marijuana Products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*; and
> **(b)** Any Marijuana Product that is made to resemble a typical food or Beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and (6) as outlined in our Types of Product Plan.
> **(c)** Cedar Roots will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.
> **(d)** When selling or otherwise transferring marijuana to another Marijuana Establishment, Cedar Roots will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

*Product Recall Plan*

If the facility's cannabis or manufactured cannabis product proves to be non-conforming upon retest the facility will initiate a recall in accordance with the guidelines put forth by the CPSC. Manufacturers, importers, distributors and retailers of consumer goods are liable for the products they provide to consumers and face the potential of product recalls for potentially dangerous or hazardous products. The same is true for Cedar Roots as a manufacturer and/or retailer of consumer cannabis products. As a result, the company may need to conduct a product recall in the future. For consumer products, the recall

process is regulated by the CPSC, for all intents and purposes Cedar Roots recall plan will follow the guidelines of the CPSC.

Firms often learn of potential product safety problems at an early stage. For this reason, companies involved in the manufacture, importation, distribution, or sale of consumer products should develop a system for maintaining and reviewing information about their products that might suggest that their product has a defect or poses an unreasonable risk. Such information includes, but is not limited to, consumer complaints, reports of production problems, product testing, or other critical analyses of products.

Experts have shown that one of the best ways to ensure that a product recall is effective is to have a recall plan already in place and to execute the plan as quickly as possible. A well- thought out, well-executed recall plan can save lives and prevent injuries in addition to limiting damage to our company's brand and bottom line.

The CPSC has compiled resources to assist companies that manufacture, import, distribute, retail, or otherwise sell consumer products. The CPSC has developed a Recall Handbook that can be utilized in case a product recall needs to be ordered. The Recall Handbook details how to recognize potentially hazardous consumer products as soon as possible. The book explains how to develop and implement a *"corrective action plan"* (called a CAP) to address the hazards; it explains the CPSC's Fast Track Program.

The Recall Handbook also discusses how to communicate recall information to consumers and how to monitor product recalls. The Consumer Product Safety Commission's Recall Handbook will be a valuable tool utilized by Cedar Roots if the need for a product recall ever arises.

The Recall Handbook should be referenced to determine exact protocol for recall and the requirements from the Consumer Product Safety Commission. The Recall Handbook can be obtained online from http://www.cpsc.gov/PageFiles/106141/8002.pdf. Cedar Roots will carefully review the Recall Handbook in order to: become familiar with their reporting requirements under sections 15(b) and 37 of the Consumer Product Safety Act, and Section 102 of the Child Safety Protection Act, Pub. L. 103-267; help learn how to recognize potentially hazardous consumer products as soon as possible; and develop and implement *"corrective action plans"* that address the hazards if we discover we have manufactured, imported, distributed, or retailed such products.

*Recall Regulations*

# Cedar Roots LLC - Product Manufacturing

Cedar Roots shall establish, maintain and comply with the policies and procedures contained in the Operations and Management Practices Plan, approved by the CCC, for the production, security, storage, inventory and distribution of cannabis products. The policies and procedures shall include methods for identifying, recording and reporting diversion, theft and loss, and for correcting all errors and inaccuracies in inventories. We will include in our written policies and procedures a process for the following:

- Handling mandatory and voluntary recalls of cannabis or manufactured cannabis products. The procedure shall be adequate to deal with:
    - Recalls due to any action initiated at the request of the CCC and any voluntary action to remove from the market defective or potentially defective cannabis or cannabis infused products, or any product that has failed laboratory testing as required by this Part or has been found to have a reasonable probability that its use or exposure will cause serious adverse health consequences; and
    - Any action undertaken to promote public health and safety by replacing existing cannabis or manufactured cannabis products with improved products or packaging.

*Recall*

We will establish a policy for communicating a recall for cannabis or a cannabis-derived product that has been shown to present a reasonable or a remote probability that use of or exposure to the product will cause serious adverse health consequences. Our policy will include:

A mechanism to contact all customers who have, or likely have, obtained the product from the facility. The communication will include the following information on the policy for return of the recalled product:

- A mechanism to contact us;
- Communication with the CCC within 24 hours; and
- Outreach as necessary and appropriate.

Any recalled cannabis product will be disposed of in accordance with waste disposal procedures.

*When to Recall Cannabis Products*

As a manufacturer, distributor, and/or retailer of consumer products, Cedar Roots has a legal obligation to immediately report the following types of information to the Consumer Product Safety Commission:

1. A defective product that could create a substantial risk of injury to consumers; and
2. A product that creates an unreasonable risk of serious injury or death.

*How to Recall Cannabis Products*

Cedar Roots will develop a recall plan following guidance from the Recall Handbook provided by the CPSC. Once the need for a product recall has been determined, Cedar Roots will proceed with the product recall Corrective Action Plan (CAP). If the need for a product recall arises, we will have inventory management systems in place to determine and pinpoint which products to recall, how many of those products are in the supply chain, and will be able to determine exactly where those products are within the supply chain. The inventory management systems and procedures required by State Regulations will ensure a streamlined recall process if ever necessary.

- Corrective Action Plan (CAP)
  A corrective action plan is defined as improvements to an organization's processes taken to eliminate causes of non-conformities or other undesirable situations. The goal of a corrective action plan should be to retrieve as many hazardous products from the distribution chain and from consumers as is possible in the most efficient, cost-effective manner. The CAP will outline the procedures and steps Cedar Roots needs to take once a product recall is required.

- Step One: Industry Notification
  If cannabis or manufactured cannabis products are believed to need to be recalled, Cedar Roots will contact all wholesale partners and dispensing organizations to make them aware of the situation and the need for product recall. Cedar Roots will also contact the CCC within 24 hours of obtaining reportable information. As the wholesaler of the product needing to be recalled, contacting the end users of the recalled product; cannabis consumers, will prove difficult if not impossible. At this stage of the recall, dispensing organizations will need to ensure that they have a proper recall process in place to contact the end users of the product being recalled.

- Step Two: Public Notification
  Facility center will post notifications about the product recall on its website as well as making partnering facility centers and dispensing organizations aware of the product recall. The actual recalling processes will be handled by the dispensing organizations with help and support from the facility center.

As the dispensing organization issuing a recall notice it will be important to reach the end users or the recalled product. Cedar Roots will post notification about the recall on Cedar Roots websites and social media as well as post written notices of the recall on location for customers to view. The recall notice will include all pertinent information regarding the product being recalled, contact information and other information relating to the recall. Information will include but not be limited to:

- Product name
- Product batch number
- Dispensing date range of recalled product
- Dispensing organization locations

Once the recall notification has been issued to all applicable dispensing organizations and cannabis consumers, Cedar Roots will wait to receive recalled products from dispensing organizations. Once recalled products have been received, Cedar Roots will properly dispose of all recalled products.

- Step Three: Procurement
  The dispensing organization issuing a product recall to cannabis consumers will need to be ready to obtain and secure recalled products from consumers. Consumers should be able to bring in the products being recalled to the dispensing organization's location. It will be at the dispensing organization's discretion whether to issue a refund, replace the recalled product at no cost, or to take other measures.

- Step Four: Documentation and Record Retention
  Cedar Roots will maintain all documentation and records regarding any and all product recalls issued.

- Step Five: Disposal
  Cedar Roots will ensure that any and all recalled cannabis products are disposed of according to all state and local regulations. Cedar Roots will follow waste destruction and disposal procedures outlined below for proper disposal of recalled cannabis and manufactured cannabis.

*Emergency Protocol*

Cedar Roots will establish emergency procedures and protocols to be implemented organization wide. Employees of the organization will be fully trained on emergency protocols. Emergencies protocols will be developed for robbery or theft, fire emergency, chemical spill and for other emergencies as needed.

*Robbery or Theft*

- If being robbed at gunpoint or if you feel your life is in danger, comply with all requests from the perpetrator. Give them whatever they ask for.
- Try to signal for help through security panic buttons provided or through the panic button or police services button located on the alarm panel.
- Contact police as soon as possible.
- Notify any required state or local authorities.
- If any marijuana is stolen, we will secure, inventory, and document all remaining product.

*Fire Emergency*

- If a fire is small and isolated, try to exhaust the fire with one of the fire extinguishers
- In case of a fire emergency, dial 911 for Fire Department or push the symbol on the alarm panel for fire emergency.

*Chemical Spill*

- Try to use the chemical spill kit for smaller incidents of chemical spill.
- If the chemical spill is large or you do not know how to handle the situation, get the facility manager to handle the situation.

*Other Emergencies*

- Contact 911 for break-ins or burglaries.
- Contact any required state or local authority in cases of theft, break-ins or burglaries

# Energy Compliance Plan - Cedar Roots LLC

Cedar Roots LLC ("Cedar Roots" or the "Company") will give consideration of energy efficiency and conservation during the application process and throughout the operational life of the facility. The following is a summary of the written operating procedures regarding energy efficiency and conservation as part of the Management and Operations Profile in accordance with 935 CMR 500.101(1)(c)10. and 500.105(15) or 935 CMR 501.101(1)(c)10. and 501.105(15). As part of the Architectural Review process, additional information will be submitted at the same time as building plans after receipt of a Provisional License.

Cedar Roots will engage in:

1. **Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures, and a plan for implementation of such opportunities;**

Cedar Roots will monitor energy consumption and make adjustments to operations based on energy-usage data:

a. during all phases of the operation, the plants will be hand watered. As a Tier 1 operation, our Director of Cultivation reports this is viable and advisable. This will ensure the most efficient use of water and will also serve as a daily check on the plants, the lights, the climate and energy usage at this stage.

b. Each day the energy consumption will be monitored, logged and trends will be noted. Anticipated usage will be compared with actual usage, bringing an early and timely awareness of any variances.

c. the office space will be designed to utilize natural light from south facing windows, which will reduce the amount of energy needed for daily office operations, depending on the outside conditions.

Cedar Roots has the following procedures for identifying energy savings opportunities as part of any facility upgrades, renovations or expansions:

1. Cedar Roots will continuously monitor available information on-line, from MassSave and from the CCC regulations regarding energy consumption, potential savings and incentives available.

2. Cedar Roots will utilize the data gathered regarding energy consumption and conservation during daily operations to study potential opportunities for improvement. This will include tracking comparisons between the predicted usage per product sheets for lights and HVAC units and actual usage.

3. Cedar Roots will implement energy savings opportunities gleaned from the above procedures according to best business practices and will record/tract these improvements.

Cedar Roots has the following procedures for identifying energy saving opportunities when equipment fails and needs to be replaced:

The cost benefit analysis of servicing or replacing failed equipment will follow best business practices but will give importance to the potential energy savings of improved equipment options. By following the procedures outlined above to track usage and performance of equipment initially selected, the savings opportunities will be readily identifiable. In addition, there is a Massachusetts clean energy center that is constantly updating available info for review.

***The Company acknowledges that if a Provisional License is issued, the Company, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, including a list of energy reduction opportunities that were considered. Information should include whether opportunities are being implemented, will be implemented at a later date, or not planning to be implemented. The Company should also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). As a general matter, submission of a Mass Save or municipal light plant (MLP) audit report or rebate application should suffice to demonstrate compliance with this item.*

2. **Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;**

The following is a description of how Cedar Roots will make energy supply decisions and regularly evaluate renewable options:

a) there is a hydroelectric power plant located within the building leased by Cedar Roots. The site was selected in part for this reason. The owners of Cedar Roots have begun discussions regarding the best way to connect to this on sight power source. The Company's engineering plans will take into consideration the full potential of this power source, both for initial design of Phase I and any future expansion.

b) the building leased by Cedar Roots has full southern exposure and potential for additional renewable energy in the form of solar. The engineering plans will do a complete investigation into the viability of a solar generation system to support the hydropower electrical generation.

c) Cedar Roots will request a full review of the design plans by Mass Save and take into consideration any recommendations made according to best business practices.

Cedar Roots has selected the proposed property due to the access to hydropower and will make every ongoing effort to maximize the benefit of this power source. A quarterly and annual facilities review will include this consideration. The on-site hydropower source has recently been fully upgraded and stands ready to provide power for Cedar Roots.

As stated above, Cedar Roots will monitor the potential to use solar power to supplement the hydropower, in the event of equipment failure.

***The Company acknowledges that if a Provisional License is issued, the Company, at the Architectural Review stage, will submit further information to demonstrate actual consideration of renewable energy generation opportunities, including a list of renewable or alternative energy reduction opportunities that were considered. Information should include whether opportunities are being implemented, will be implemented at a later date or are not planned to be implemented.*

3. **Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and**

The following is a description of how the Company will monitor energy demand and make adjustments to operations based on data:

1. Cedar Roots has carefully considered methods of conserving energy during peak usage hours. We have strategically planned a lighting schedule that will limit our energy usage during peak hours and allow for a lower usage, balanced 24 hour energy plan.

2. Cedar Roots will be located in the lowest level of an historic mill. This is ideal for energy conservation as we will be naturally insulated by the earth. This means that our rooms will stay cooler in the summer and warmer in the winter, requiring less energy consumption for temperature control.

The Company will develop procedures for participation in load curtailment, energy storage, or other active demand management programs and will consider hiring engineers and energy compliance specialists to ensure we are monitoring industry best practices and maximizing all potential energy savings.

***The Company acknowledges that if a Provisional License is issued, the Company, at the Architectural Review stage, will submit further information to demonstrate actual consideration of demand reduction opportunities, including whether opportunities are being implemented, will be implemented at a later date, or not planning to be implemented. A summary of information that was considered to make a decision (i.e. costs, available incentives, and bill savings) will be included. As a general matter, submission of a Mass Save or MLP audit report or rebate application will suffice to demonstrate compliance with this item.*

4. **Engagement with energy efficiency programs offered pursuant to M.G.L. c.25, § 21, or through municipal lighting plants.**

# Energy Compliance Plan - Cedar Roots LLC

Cedar Roots has incorporated into its written operating procedures quarterly and annual review of available energy efficiency programs by and through initiating contact with account representatives, vendors, etc. to ensure awareness of new opportunities and incentives.

***The Company acknowledges that if a Provisional License is issued, the Company will submit, at the Architectural Review stage, information that demonstrates actual engagement with energy efficiency (Mass Save or MLP) programs and any financial incentives received. As a general matter, submission of a Mass Save or MLP audit report or rebate application will suffice to demonstrate compliance with this item.*

This Energy Plan is designed to ensure that Cedar Roots considers how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs. The Company will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

The Company will meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, patriot to obtaining a final license.

Indoor cultivation facilities, whether they are licensed as a Craft Cooperative, Microbusiness or Marijuana Cultivator under 935 CMR 500 or as an MTC to cultivate cannabis under 935 CMR 501 must also comply with additional requirements.

The Company's cultivation facility will maintain policies and procedures addressing all efforts to mitigate environmental impacts, as required under 935 CMR 500.120(12)(3) and 935 CMR 501.120(13)(e).

At the Application stage: A Cultivation Facility must maintain written operating procedures that demonstrate compliance with the energy efficiency standards in the regulations. A summary of such procedures must be submitted as part of the MOP.

The Company will ensure on a regular basis that equipment is maintained, calibrated and operating properly, including maintaining operations manuals and operating procedures for all major energy using equipment, including, but not limited to horticultural lighting, HVAC systems, and dehumidification systems.

The Company will regularly assess opportunities to reduce energy and water usage. This will include:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures, and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, identification of building plans, available upon inspection, showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c.25, § 21, or through municipal lighting plants.

**DIVERSITY PLAN**

*Last updated Sept. 2024.*

Cedar Roots LLC ("Cedar Roots" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Cedar Roots a leader and champion of diversity, both in the Town of Ware and throughout the broader Massachusetts cannabis industry.

Cedar Roots's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary.

Goal One:

Cedar Roots will aim to achieve the following minimum diverse hiring goals for our hiring and staffing composition:

| Group | Hiring Goal |
|---|---|
| Veterans | 10% |
| People with Disabilities | 15% |
| LGBTQ+ Individuals | 15% |
| Women | 15% |
| People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous People | 15% |

Programs for Goal One:

Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate. Sources utilized will include: *The Ware River News*.

Measurements/Metrics for Goal One:

Cedar Roots personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by Cedar Roots' total staffing at its facility to determine the percentage achieved.

Goal Two:

Cedar Roots will aim to enhance workforce diversity by contracting with diverse businesses. Cedar Roots shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified below:

| Group | Contracting Goal |
|---|---|
| Minority-owned Business Enterprise | 5% |
| Women-owned Business Enterprise | 5% |
| Veteran-owned Business Enterprise | 5% |
| LGBT-owned Business Enterprise | 5% |
| Disability-Owned Business Enterprise | 5% |

Programs for Goal Two:

Cedar Roots will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Cedar Roots seeks to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity ("DBE") category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

Measurements/Metrics for Goal Two:

Cedar Roots shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

Additional Disclosures Required by the Cannabis Control Commission:

Cedar Roots' goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the Country Journal.

Cedar Roots acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Cedar Roots 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.

Cedar Roots acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.