



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR281755  
Original Issued Date: 08/02/2022  
Issued Date: 07/11/2024  
Expiration Date: 08/02/2025

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Fairway Botanicals LLC

Phone Number: 617-642-5235 Email Address: mitch@hempest.com

Business Address 1: 886 South St

Business Address 2:

Business City: Roslindale

Business State: MA

Business Zip Code: 02131

Mailing Address 1: 16 Fairview St

Mailing Address 2:

Mailing City: Roslindale

Mailing State: MA

Mailing Zip Code: 02131

## 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: Obtained Provisional Certificate of Registration only

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner

Other Role: CEO

First Name: Mitchell

Last Name: Rosenfield

Suffix:

Gender: Male

User Defined Gender:

Date generated: 08/05/2024

Page: 1 of 6

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner

Other Role: COO

First Name: Richard

Last Name: Ovesen

Suffix: Jr

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

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: Mitchell

Last Name:

Suffix:

Rosenfield

Types of Capital: Monetary/  
Equity

Other Type of Capital:

Total Value of the Capital Provided:

Percentage of Initial Capital:

\$200000

100

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: Mitchell

Last Name: Rosenfield

Suffix:

Marijuana Establishment Name: Northampton Enterprises Inc

Business Type: Marijuana Retailer

Marijuana Establishment City: Northampton, MA

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 882-886 South St

Establishment Address 2:

Establishment City: Boston

Establishment Zip Code: 02131

Approximate square footage of the establishment: 1900

How many abutters does this property have?: 75

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant	Fairway Botanicals, Inc.-Plan to Remain Compliant	pdf	5cce5d5b4265c30f716e9a08	05/04/2019

with Local Zoning	with Locals Zoning.pdf				
Community Outreach Meeting Documentation	Attachment-B-City Filing for Outreach Meeting.pdf	pdf	622e1f23e449f407967dd251	03/13/2022	
Community Outreach Meeting Documentation	Fairway Botanicals_Form_COM_Attestation.pdf	pdf	6245d07ac91bef0009514102	03/31/2022	
Community Outreach Meeting Documentation	Attachment C.png	png	6245db64c91bef0009514e03	03/31/2022	
Community Outreach Meeting Documentation	Attachment A..pdf	pdf	6245e2e853957f0008701844	03/31/2022	
Community Outreach Meeting Documentation	DETAILS FOR VIRTUAL COMMUNITY OUTREACH MEETING.pdf	pdf	6263fbf14d83ec000a33ebe4	04/23/2022	
Executed HCA	Fairway Botanicals, LLC 2nd Executed HCA Amendment Revised .pdf	pdf	6679a1fef801a70008a586ee	06/24/2024	

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	Fairway Botanicals, Inc. ADI copy.pdf	pdf	620eb6cb35cb3e08f7223b4b	02/17/2022
Plan for Positive Impact	Fairway_Positive_Impact-Plan.pdf	pdf	6277f9184d83ec000a456dfc	05/08/2022

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
 First Name: Mitchell Last Name: Rosenfield Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: yes

Individual Background Information 2

Role: Other Role:  
 First Name: Richard Last Name: Ovesen Suffix: Jr  
 RMD Association: Not associated with an RMD  
 Background Question: yes

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Articles of Organization	document(6).pdf	pdf	5caf508ccee9f84c34364075	04/11/2019
Bylaws	Fairway Botanicals, Inc. Bylaws of Corporation.pdf	pdf	620c3b79ea5b88086e774dcc	02/15/2022
Department of Revenue - Certificate of Good standing	FairwayBotDOR-COG-2022.pdf	pdf	620e622a5099080851f3c1f8	02/17/2022
Department of Revenue - Certificate of Good standing	FAIRWAY-DUI-COG-2022.pdf	pdf	620e62488dbcc30906641acd	02/17/2022
Secretary of Commonwealth - Certificate of Good Standing	FairwaySec-State-COG.pdf	pdf	620fc0478dbcc30906642377	02/18/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	FairwayBotanicals Cert of Compliance Unemployment 2024.pdf	pdf	663661dcf707fa0008fbecdc	05/04/2024
Department of Revenue - Certificate of Good standing	FairwayDORGoodStandingMay24.pdf	pdf	663c236b375e290008a51316	05/08/2024
Secretary of Commonwealth - Certificate of Good Standing	FairwayLLCStateGoodStanding24.pdf	pdf	664627eb375e290008ad8a95	05/16/2024

Massachusetts Business Identification Number: 001369808

Doing-Business-As Name: Roslindale Cannabis Co

DBA Registration City: Boston

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Fairway Botanicals , Inc. Plan for Obtaining Liability Insurance.pdf	pdf	5cc458e0cee9f84c3436616f	04/27/2019
Business Plan	fairway 2024 exec summary business plan.pdf	pdf	6638d0e0f707fa0008fc757f	05/06/2024
Plan for Liability Insurance	04172024 - Fairway Botanicals LLC ; dba Roslindale Cannabis Co - COI for CCC.pdf	pdf	6638d15a79104200087c997d	05/06/2024
Proposed Timeline	2024 Fairway Botanicals, Inc. Timeline .pdf	pdf	6638d2be79104200087c9ca7	05/06/2024

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Fairway Botanicals Enterprises, Inc.-Storage of Marijuana.pdf	pdf	5cc4595adf25934c58f8643a	04/27/2019
Qualifications and training	Fairway Botanicals, Inc.-Qualifications and Training.pdf	pdf	5cc4597551be434c62d2b347	04/27/2019
Prevention of diversion	Fairway Botanicals, Inc.-Prevention of	pdf	5cc459905c356a44cb7696df	04/27/2019

	Diversion.pdf			
Restricting Access to age 21 and older	Fairway Botanicals, Inc.-Plan For Restricting Access To Age 21 and Older.pdf	pdf	5cc459ad0a957444d5909954	04/27/2019
Plan for obtaining marijuana or marijuana products	Fairway Botanicals, Inc.-Plan For Obtaining Marijuana or Marijuana Products.pdf	pdf	5cc459d18e20fa4c3aba7a53	04/27/2019
Maintaining of financial records	Fairway Botanicals-Maintaining of Financial Records.pdf	pdf	5cc45e715c356a44cb7696e7	04/27/2019
Record Keeping procedures	Fairway Botanicals, Inc.-Recordkeeping Procedures.pdf	pdf	5cc474788e20fa4c3aba7a6a	04/27/2019
Inventory procedures	Fairway Botanicals, Inc.-Inventory Procedures.pdf	pdf	5cc492c05c356a44cb769730	04/27/2019
Transportation of marijuana	Fairway Botanicals, Inc.-Transportation of Marijuana.pdf	pdf	5cc497f4f25dae4c6c3f2a4d	04/27/2019
Quality control and testing	Fairway Botanicals, Inc.-Quality Control and Testing.pdf	pdf	5cc49b0d942dc34c4ebe1549	04/27/2019
Personnel policies including background checks	Fairway Botanicals, Inc.-Personnel Policies.pdf	pdf	5cc70ef18e20fa4c3aba7c9e	04/29/2019
Security plan	Fairway Operating Procedures Safety Plan2.pdf	pdf	621fa02109efaa0768b8e2ab	03/02/2022
Dispensing procedures	FairwayDispensingProcedure.pdf	pdf	621fa755177b01078937bc63	03/02/2022
Energy Compliance Plan	FairwayEnergyEfficiencyPlan.pdf	pdf	6220cbe5e449f407967d9eca	03/03/2022
Diversity plan	Fairway_Diversity_Plan5-24.pdf	pdf	628e4bd5eb816b0008673c40	05/25/2022

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

**Progress or Success Goal 1**

**Description of Progress or Success:** This establishment is not yet operational. We are currently in construction, but have updated both The Archdale Community Center and defense attorney Goldberg-Giuliano about our progress and intentions to get started as soon as we open. Mr Goldberg-Giuliano will also aid us in the hiring process by reaching out to former Cannabis conviction clients to see if they are interested in potential employment opportunities.

**COMPLIANCE WITH DIVERSITY PLAN**

**Diversity Progress or Success 1**

**Description of Progress or Success:** This establishment is not yet open, and the hiring process has not started. We have, however, found a partner for diversity/equity/inclusion workshops in Traliant. Our plan is to implement their program 2 classes per year per employee. We hope to begin job applications soon through a number of diverse media channels.

**HOURS OF OPERATION**

<b>Monday From: 10:00 AM</b>	<b>Monday To: 9:00 PM</b>
<b>Tuesday From: 10:00 AM</b>	<b>Tuesday To: 9:00 PM</b>
<b>Wednesday From: 10:00 AM</b>	<b>Wednesday To: 9:00 PM</b>
<b>Thursday From: 10:00 AM</b>	<b>Thursday To: 9:00 PM</b>
<b>Friday From: 10:00 AM</b>	<b>Friday To: 9:00 PM</b>
<b>Saturday From: 10:00 AM</b>	<b>Saturday To: 9:00 PM</b>
<b>Sunday From: 12:00 PM</b>	<b>Sunday To: 7:00 PM</b>

# **Fairway Botanicals, Inc.**

## Plan to Remain Compliant with Local Zoning

Fairway Botanicals, Inc. ("Fairway Botanicals") will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning. In accordance with the City of Boston's Zoning Board, all marijuana establishments will require a conditional use permit issued by the Zoning Board of Appeals.

In compliance with the City of Boston's Zoning requirements, the property is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of grades 1 through 12. The property is also not within half a mile of another licensed or proposed ME.

Fairway Botanicals will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Fairway Botanicals will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Fairway Botanicals's proposed location.

Fairway Botanicals has already attended several meetings with various city councilors for the neighborhood and met with 2 local neighborhood association boards to discuss Fairway Botanicals's plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with the City of Boston. Fairway Botanicals will continue to work cooperatively with various municipal departments, boards, and officials to ensure that our establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Fairway Botanicals will also retain council to assist with ongoing compliance with local zoning requirements.

# NOTICE OF PUBLIC MEETING

Notice is hereby given that a **Community Outreach Meeting** for a proposed **Marijuana Establishment at 882 South St. Roslindale** is scheduled for **March 30th, 2022 at 6 PM.**

**Join Zoom Meeting: [shorturl.at/yFMZ6](https://shorturl.at/yFMZ6)**

**Or call toll free at: 877 853 5247 US Toll-free 888 788 0099 US Toll-free**

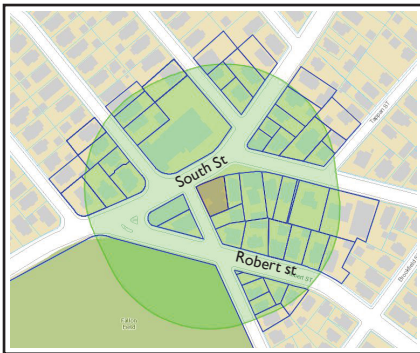
**Meeting ID: 963 1977 5412**

**Passcode: 535472**

**RECEIVED**

*By City Clerk at 11:09 am, Mar 08, 2022*

**Time: Mar 30, 2022 06:00 PM Eastern Time (US and Canada)**



The proposed Recreational Cannabis Dispensary, by Fairway Botanicals Inc. DBA "The Hempest" is anticipated to be located at 882 South St. Roslindale. Community members will be permitted and are encouraged to ask questions after the presentation and will receive answers from representatives of Fairway Botanicals Inc. If you would like to provide a comment or question before the meeting please send your comments or questions to [mitch@hempest.com](mailto:mitch@hempest.com)

A copy of this notice was sent to the Boston City Clerk, and is on file with the City of Boston City Clerk, at City Hall, located at 1 City Hall Square #500 Boston, MA 02201. A copy of this notice was Mailed to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



----- Forwarded message -----

From: **Auto-Receipt** <[noreply@mail.authorize.net](mailto:noreply@mail.authorize.net)>

Date: Mon, Mar 21, 2022 at 1:04 PM

Subject: Transaction Receipt from Certified Mail Envelopes, Inc. for \$969.84 (USD)

To: RICHARD C OVESEN <[rickovesen@gmail.com](mailto:rickovesen@gmail.com)>

This is a receipt for a purchase made to your account for one of the following items: \* Postage processing and/or supplies such as Certified Mail Envelopes or Labels.

**Order Information**

Description: CML Balance Update  
Invoice Number 725770  
Customer ID 90467

**Billing Information**

RICHARD C OVESEN  
18 CONWAY ST  
ROSLINDALE, MA 02131  
US  
[rickovesen@gmail.com](mailto:rickovesen@gmail.com)  
6173231087

**Shipping Information**

**Total: \$969.84 (USD)**

**Payment Information**

Date/Time: 21-Mar-2022 13:04:01 EDT  
Transaction ID: 43284085012  
Payment Method: Visa xxxx0070  
Transaction Type: Purchase  
Auth Code: 020810

**Merchant Contact Information**

Certified Mail Envelopes, Inc.  
Celebration, FL 34747  
US

[no-reply@certifiedmaillabels.com](mailto:no-reply@certifiedmaillabels.com)

If you have questions about this transaction or receipt, please call our corporate office at 800-406-1792. Thank you, Certified Mail Envelopes, Inc.

# Payment Receipt

**The Bulletin Newspapers, Inc.**  
**661 Washington Street, Suite 202**  
**Norwood, MA 02062**

**Received From:**

Richard Ovesen  
Richard Ovesen  
15 Conway Street  
Roslindale, MA 02131

<b>Date Received</b>	03/08/2022	<b>Payment Amount</b>	\$175.00
<b>Payment Method</b>	VISA		
<b>Check/Ref. No.</b>			

# The worst in Massachusetts

Last Friday after a mere hour of discussion a Philadelphia jury cleared an Amtrak engineer of all charges related to a derailment seven years ago that resulted in eight deaths and hundreds of injuries. The jury concluded that his operation of the train at more than twice the speed limit on a curve did not constitute criminal negligence. He was acquitted of causing a catastrophe, involuntary

manslaughter, and reckless endangerment as he rounded a curve at 106 mph designated to have a top speed of 50 mph. The findings did not reflect a civil litigation of \$265 million.

Unlike the accident above, there was no human error in Massachusetts' worst train crash 135 years ago, right here in 02131. The next time you negotiate the ill-designed intersection of Roslindale's

Bussey and South streets behind the Arboretum, a nonsensical three-way STOP, you are close to the tragedy. If you are already on South Street coming from Forest Hills, continue past Bussey on South Street under a railroad bridge toward Roslindale Square and you will be at the exact location of the accident before encountering yet another useless STOP, with a one-way street going away (!)



My Kind of Town/  
Joe Galeota

came the Penn Central Railroad, which became MBTA Commuter Line run by Keolis.

After picking up passengers at what is now Roslindale Square, the 7:00 AM train inbound to South Station, with nine passenger cars and one baggage car, partially crossed the span successfully; the engine, tender (hauling coal), and two passenger cars made it across safely, with the rest of the coaches soaring off the high embankment, as the bridge collapsed and the wooden coaches were splintered.

What caused the accident? Vandals? Terrorists? Teenagers after a night of drinking in the Arboretum? Nope. Hanging steel suspending I-beams, inaccessible for visual inspection, rusted out after the bridge was rebuilt in 1876.

The designers of the bridge were not civil engineers and neither the manufacturers nor contractors who built and/or repaired the bridge were never supervised.

One good fallout from this tragedy is that all railroads in Massachusetts were soon required to have a competent engineer inspect their trestles once every two years.

The Bussey Street bridge is now a thing of beauty: a wonderful arch made up of huge rock. Indeed, the span is a thing of architectural magnificence across which the Needham Heights commuter trains travel daily carrying residents of that town as well as of Roslindale and West Roxbury into Back Bay and South Station.

In light of the tragedy, perhaps there should be plaque there noting the events 135 years ago.

from South Street. But my frustration at having to negotiate these, to say the least, questionable STOP signs is put in perspective when I think of what happened in the area in March of 1887.

Three days before St. Patrick's Day, in 1887, the worst train accident in our Commonwealth's history occurred when the Bussey Railroad Bridge over South Street collapsed, killing 37 riders. The disaster involved the Boston & Providence Railroad, which became the Old Colony Railroad, which became the New York, New Haven, and Hartford Railroad, which be-

## Virtual Public Meeting

# Fenway Corners Project

**Wednesday, March 30**  
6:00 PM

**Zoom Link:** [bit.ly/FenwayCornersMar30](https://bit.ly/FenwayCornersMar30)  
**Toll Free:** (833) 568 - 8864  
**Meeting ID:** 161 160 5730

**Project Description:**  
BPDA-hosted Article 80 Public Meeting in connection with the Draft Project Impact Report ("DPIR") submission for the newly renamed Fenway Corners project, which was filed with the BPDA by WS-Ferway-Twins Realty Venture LLC (the "Proponent") on Monday, Feb. 7th, 2022. Please register in advance for this meeting through the link provided above. After registering, you will receive a confirmation email containing information about joining the meeting. Chinese interpretation will be provided for this meeting. Should you require interpretation in a language other than Chinese, please contact Aisling Kerr through the contact information available below.

mail to: **Aisling Kerr**  
Boston Planning & Development Agency  
One City Hall Square, 9th Floor  
Boston, MA 02201  
phone: 617.918.4212  
email: [aisling.kerr@boston.gov](mailto:aisling.kerr@boston.gov)

BostonPlans.org | @BostonPlans  
Teresa Polhemus, Executive Director/Secretary

## Virtual Public Meeting

# 46 Leo Birmingham Parkway

**Wednesday, March 23**  
6:30 PM - 8:00 PM

**Zoom Link:** [bit.ly/3tuYqKj](https://bit.ly/3tuYqKj)  
**Toll Free:** (833) 568 - 8864  
**Meeting ID:** 161 938 0082

**Project Proponent:**  
Arx Urban

**Project Description:**  
The proposed project contemplates the redevelopment of a 12,826 SF lot located at 46-48 Leo M. Birmingham Parkway in Allston (the "Project"). The Project consists of a six-story, 42,615-GSF, residential building that will contain 47 units, approximately 2,315 SF of lobby and amenity space, 13 accessory off-street parking spaces located in the building's street level garage, and 60 bike storage spaces. The Project will utilize alternative transit options including a shared electric vehicle available to tenants and street level bike storage to reduce vehicular traffic.

mail to: **Nick Carter**  
Boston Planning & Development Agency  
One City Hall Square, 9th Floor  
Boston, MA 02201  
phone: 617.918.5303  
email: [nick.carter@boston.gov](mailto:nick.carter@boston.gov)

**Close of Comment Period:**  
3/29/2022

BostonPlans.org | @BostonPlans  
Teresa Polhemus, Executive Director/Secretary

**Tell 'em  
what you  
think with a  
Letter To  
The Editor**

PLEASE WRITE TO:  
THE BULLETIN  
661 WASHINGTON ST,  
SUITE 202  
NORWOOD, MA 02062  
TEL: (617) 361-8400  
FAX: (617) 361-1933  
EMAIL:  
[NEWS@BULLETINNEWSPAPERS.COM](mailto:NEWS@BULLETINNEWSPAPERS.COM)

Please include your name,  
address & telephone number.  
Unsigned letters will not be  
published.

### NOTICE OF PUBLIC MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment at 882 South St. Roslindale is scheduled for March 30th, 2022 at 6 PM

Join ZoomMeeting: [shorturl.at/yFMZ6](https://shorturl.at/yFMZ6)

Or call toll free at: 877 853 5247 US Toll-free 888 788 0099 US Toll-free

**Meeting ID:** 963 1977 5412

**Passcode:** 535472

**Time:** Mar 30, 2022 at 06:00 PM Eastern Time (US and Canada)

The proposed Recreational Cannabis Dispensary, by Fairway Botanicals Inc. DBA "The Hempst" is anticipated to be located at 882 South St. Roslindale. Community members will be permitted and are encouraged to ask questions after the presentation and will receive answers from representatives of Fairway Botanicals Inc. If you would like to provide a comment or question before the meeting please send your comments or questions to [mitch@hempest.com](mailto:mitch@hempest.com)

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# **Details and info on Virtual Community Outreach Meeting for Fairway Botanicals INC. d/b/a The Hempest**

Link to uploaded meeting: <https://vimeo.com/manage/videos/694600781>

Number of Participants attending meeting: 12

Link to meeting posted on public site with overview and instruction on joining: <https://www.eventbrite.com/e/public-zoom-meeting-on-new-adult-use-cannabis-business-tickets-309728615627>

Link To Meeting posted on City Website: <https://www.boston.gov/public-notices/15810321>

Link to notice filed with city clerk with instruction on how to join meeting: <https://www.boston.gov/sites/default/files/file/2022/03/outreach%20notice.pdf>

Approval in writing from authorized representative of the host community: Please see emails with Jasmin Winn of the Boston Cannabis Board Below. Ms. Winn and I also spoke on the phone about this meeting after this email. She is happy to answer any other questions you may have about the process and can be reached at 617-635-2330. We also reached out to the Boston neighborhood Liaison for Roslindale, Uju Onochie who attended the meeting, as did the rep from the local city councilors office.


Hello everyone,  
This is Mitch Rosenfield, on behalf of Fairway Botanicals Inc(DBA The Hempest) in Roslindale. I just got off the phone with the CCC regarding our application, and they had issue with the community outreach process. I have the link to the actual meeting, which is helpful, but they were asking for more documentation or ads for the meeting. I was told to reach out and see if you may be able to assist with this? Apparently, this is not uncommon for Boston HCA's due to the extended process many of us went through. Would any of you happen to have any guidance?

Thanks,

Mitch Rosenfield  
[mitch@hempest.com](mailto:mitch@hempest.com)



[See More](#) from Robert Arcangeli

Found in Inbox - mitch@hempest.com Mailbox

**Jasmin Winn** March 3, 2022 at 12:25 PM 

Re: [cannabisboard] Re: BCB Approval - Fairway Botanicals Inc. CCC HCA Form [Details](#)

To: Mitch Rosenfield, Cc: Robert Arcangeli, Cannabis Board, Rebecca Phu

 Siri found new contact info Jasmin Winn jasmin.winn@boston.gov [add...](#) 

Hi Mitch

The CCC requires that an Applicant hold a community outreach meeting within six (6) months of filing its application with the Commission. Your community meeting took place back in 2018 which was before the Boston Cannabis Board was formed. Other establishments in your situation have requested a waiver of said requirement from the CCC Or they conducted another community meeting in which was not sponsored by the Office of Neighborhood Services but followed all of the guidelines set forth by the CCC.

Please let me know if you have any additional questions

Jasmin

[See More](#) from Mitch Rosenfield

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**Jasmin Winn**

Cannabis Board Manager | [Boston Cannabis Board](#) | 617\*635\*2330 | 1 City Hall Square, Room 809, Boston, MA 02201

**CITY of BOSTON**

SIGN UP FOR PERIODIC UPDATES FROM THE BOSTON CANNABIS BOARD [HERE](#).

**TYPE TO ENTER A CAPTION.**

**Mitch Rosenfield**

Yesterday at 7:57 AM



Re: [cannabisboard] BCB Approval - Fairway Botanicals Inc. CCC HCA Form

To: Jasmin Winn

Good morning again, Jasmin. I am filling out our license renewal for the CCC, and they ask for documentation of costs from the municipality associated with there operation of our business. As we have not been operational, Im not sure this is applicable, but they are asking for documentation from a third party. Is the BCB the correct place to go for this?

Thanks,  
Mitch Rosenfield  
[mitch@hempest.com](mailto:mitch@hempest.com)

[See More](#) from Mitch Rosenfield

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**Jasmin Winn**

Yesterday at 9:27 AM



Re: [cannabisboard] BCB Approval - Fairway Botanicals Inc. CCC HCA Form

To: Mitch Rosenfield

 Siri found new contact info Jasmin Winn [jasmin.winn@boston.gov](mailto:jasmin.winn@boston.gov)

[add...](#) 

Hi Mitch

There are no municipal costs associated with Fairway Botanicals Inc. at 882 South St Roslindale, MA at this time.

Best,  
Jasmin

[See More](#) from Mitch Rosenfield

--

**Jasmin Winn**

## CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (this "Agreement") is entered into as of January 13, 2022 (the "Effective Date") and sets forth agreements between Fairway Botanicals, Inc., a Massachusetts corporation (the "Company") and Archdale Community Center Council Inc, a Massachusetts nonprofit corporation (the "Nonprofit"). The Company and the Nonprofit may be hereinafter referred to jointly as the "Parties."

WHEREAS, the Company desires to make charitable contributions to the Nonprofit from time to time to be used by the Nonprofit for the purposes specified in this Agreement; and

WHEREAS, the Nonprofit desires to accept the charitable contributions specified in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the Parties agree as follows:

### **Section 1. Donations.**

1. Beginning on [6 Months from Business Opening Date], the Company shall make annual cash gifts to the Nonprofit of five thousand dollars (\$5,000.00). Such cash gifts shall be due no later than [This Date] each year.

### **Section 2. Covenants – Use of Donations.**

2. The Nonprofit agrees that all donations from the Company (the "Donations"), as described in Section 1 above, shall be used by the Nonprofit only for the Agreed Purpose. "Agreed Purpose" shall mean supporting programs and goals designated by the Archdale Community Center Council Inc.
3. The Parties agree that the Donations made in accordance with this Agreement shall not be advertised in any way that would violate M.G.L. Ch. 94G or the regulations found at 935 CMR 500.000.
4. As necessary, the Nonprofit agrees to confirm the Donations made in accordance with this Agreement with the Cannabis Control Commission.
5. The Donations shall continue annually for a term of five (5) years from the Effective Date (the "Term") unless and until the Parties mutually agree in writing to terminate this Agreement prior to the end of the Term.

**Section 3. Notices.**

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery:

To the Company: Fairway Botanicals, Inc.  
882-886 Sou St  
Roslindale, MA 02131

To the Nonprofit: Archdale Community Center Council Inc.  
125 Brookway Road  
Roslindale, MA 02131

Either party may change its address for purposes of this Section 3 by giving the other party written notice of the new address in the manner set forth above.

**Section 4. Miscellaneous.**

6. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersede and discharge any prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.
7. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
8. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.
9. No amendment, modification, or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.
10. The terms of this Agreement shall be binding upon and inure to the benefit of

the Parties and their respective personal representatives or corporate successors.

11. Nothing herein expressed or implied is intended or shall be construed to give any person other than the Parties hereto any rights or remedies under this Agreement.
12. This Agreement shall be deemed to have been prepared jointly by the Parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the Parties hereto had prepared this Agreement.
13. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.
14. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to provisions regarding conflicts of law.
15. It is the intent of the Parties that this Agreement and the contributions contemplated hereby shall for all purposes be treated as a charitable contribution made to an organization organized and operated under Section 501(c)(3) of the Code. It is intended that the charitable contributions made by this Agreement be used for charitable, educational or scientific purposes as permitted to an organization organized and operated under Section 501(c)(3) of the Code.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Fairway Botanicals, INC.,  
a Massachusetts corporation

By: 

Name: **Mitch Rosenfield**

Title: **CEO Fairway Botanical Inc**

Archdale Community Center Council Inc  
a Massachusetts nonprofit corporation

x By: *Archdale Comm. Ctr. Council/Chair*

Name: *Rose V. Kee*

Title: *Chairperson*

# Fairway Botanicals Inc.

## PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

### Overview:

Fairway Botanicals , Inc is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Fairway has created the following Plan to Positively Impact Areas of Disproportionate Impact. and has identified and created goals and programs to positively impact the Archdale Housing Projects in the Roslindale neighborhood of Boston, and to try and support Mass Residents who have had past drug convictions.

### Goals

In order for Fairway Botanicals to positively impact the aforementioned area of disproportionate impact, Fairway Botanicals has established the following goals:

1. Donating \$5,000.00 annually to the Archdale Community Center Council Inc. A local, non-profit dedicate to creating enrichment programs for children of Archdale Community Housing residents including athletics and camps, and after school programs.
2. Working directly with Criminal defense attorney Joseph Giuliano Goldberg to sponsor two 1 hour seminars annually that will be free to the community and will advise and educate the public on the process of expungement, Social equity programs, and license eligibility.
3. Incorporating these seminars into our diversity plan and recruiting/hiring process with a goal of hiring a minimum of 10% employees with past drug convictions.

### Measurements

The CEO will administer the Plan and will be responsible for developing measurable outcomes to ensure Fairway Botanicals continues to meet its commitments. Such measurable outcomes, in accordance with Fairway Botanicals’s goals and programs described above, include:

- 1) Fairway Botanicals will Donate \$5,000 per year to the Archdale Community Center Council Inc, This is a Non-Profit organization in the Roslindale neighborhood of Boston and in the census tract 10104 designated as an area of disproportionate impact. This agreement is attached and signed by both Fairway Botanicals CEO and Director of Archdale Community Center Council Inc.
- 2) Fairway Botanicals will sponsor and document (2) 1 hour legal advice and education seminars per year by Criminal Defense Attorney Joseph Giuliano Goldberg. Documentation will include the content of the seminar and the advertising of the seminar on both a public access website and across Fairway Social media platforms. Documentation will also include an attendance count of the seminar, and acknowledgement from Attorney Goldberg.

3) Fairway Botanicals will document any hiring or recruitment from these legal advice and education seminars, with the hopes of incorporating residents with past drug convictions into the Fairway Botanicals team, at our goal of at least 10% of our employees.

The CEO will review and evaluate Fairway Botanicals's measurable outcomes no less than annually to ensure that Fairway Botanicals is meeting its commitments. Fairway Botanicals is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal. Fairway Botanicals will document all donations to the Archdale Community Center Council Inc., Fairway Botanicals 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 Fairway Botanicals will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



**The Commonwealth of Massachusetts  
William Francis Galvin**

Minimum Fee: \$250.00

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

**Articles of Organization**

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

**Identification Number:** 001369808

**ARTICLE I**

The exact name of the corporation is:

FAIRWAY BOTANICALS INC

**ARTICLE II**

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

**ARTICLE III**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CWP	\$1.00000	100	\$100.00	100

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

**ARTICLE IV**

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

**ARTICLE V**

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

**ARTICLE VI**

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

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

**ARTICLE VII**

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

**Later Effective Date: Time:**

**ARTICLE VIII**

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

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

Name: MITCH ROSENFELD  
No. and Street: 16 FAIRVIEW STREET  
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address (no PO Box)</b> Address, City or Town, State, Zip Code
PRESIDENT	MITCH ROSENFELD	16 FAIRVIEW STREET ROSLINDALE, MA 02131 USA
TREASURER	RICHARD C OVERSEN JR	15 CONWAY STREET APT 1 ROSLINDALE, MA 02131 USA
SECRETARY	MITCH ROSENFELD	16 FAIRVIEW STREET ROSLINDALE, MA 02131 USA
VICE PRESIDENT	RICHARD C OVERSEN JR	15 CONWAY STREET APT 1 ROSLINDALE, MA 02131 USA
DIRECTOR	MITCH ROSENFELD	16 FAIRVIEW STREET ROSLINDALE, MA 02131 USA

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

December

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

RETAIL SALES

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

No. and Street: 882 SOUTH STREET  
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

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

No. and Street: 882 SOUTH STREET  
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

**which is**

its principal office  
 an office of its secretary/assistant secretary  
 an office of its transfer agent  
 its registered office

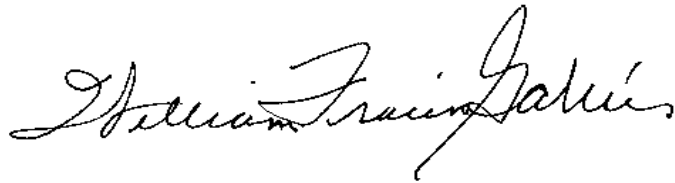
**Signed this 20 Day of February, 2019 at 7:21:59 PM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

MITCH ROSENFELD

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:

February 20, 2019 07:19 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

BYLAWS  
(GENERAL)

Fairway Botanicals, Inc.  
*Name of Corporation*

ARTICLE I  
OFFICES

The principal office of the Corporation in the State of Massachusetts, shall be located in County of Suffolk. The Corporation may have such other offices, either within or without the State of Massachusetts, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II  
SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held on the fifteenth day in the month of June in each year, beginning with the year 2019, at the hour of ten o'clock a.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Massachusetts, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than twenty percent of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of Massachusetts, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Massachusetts, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

SECTION 4. NOTICE OF MEETING. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than fifteen nor more than thirty days before the date of the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the

United States Mail, addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

**SECTION 5. CLOSING OF TRANSFER BOOKS OF EXISTING RECORD.** The purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least two days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than ten days and, in case of a meeting of shareholders, not less than five days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which the notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

**SECTION 6. VOTING LISTS.** The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

**SECTION 7. QUORUM.** A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

**SECTION 8. Proxies.** At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each

other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 9. Voting of shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another Corporation may be voted by such officer, agent or proxy as the Bylaws of such Corporation may prescribe or, in the absence of such provision, as the Board of Directors of such Corporation may determine. Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred. Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

### ARTICLE III

#### BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number. Tenure and Qualifications. The number of directors of the Corporation shall be fixed by the Board of Directors, but in no event shall be less than (One). Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to director who voted in favor of such action.

## ARTICLE IV

### OFFICERS

SECTION 1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors.

Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person, except for the offices of President and Secretary which may not be held by the same person. Officers may be directors or shareholders of the Corporation.

SECTION 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless there is a Chairman of the Board in which case the Chairman shall preside. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If there is more than one Vice President, each Vice President shall succeed to the duties of the President in order of rank as determined by the Board of Directors. If no such rank has been determined, then each Vice President shall succeed to the duties of the President in order of date of election, the earliest date having the first rank.

SECTION 7. Secretary. The Secretary shall:

(a) Keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more minute books provided for that purpose; (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) Be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; (d) Keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) Sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) Have general charge of the stock transfer books of the Corporation; and (g) In general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) Have charge and custody of and be responsible for all funds and securities of the Corporation; (b) Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and (c) In general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

## ARTICLE V

### INDEMNITY

The Corporation shall indemnify its directors, officers and employees as follows:

(a) Every director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation. (b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or

other proceedings which is specifically permissible under applicable law. (c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

## ARTICLE VI

### CHECKS, DEPOSITS CONTRACTS, AND LOANS

SECTION 1. Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 2. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 3. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 4. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

## ARTICLE VII

### CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. Provided, however, that upon any action undertaken by the shareholders to elect S Corporation status pursuant to Section 1362 of the Internal Revenue Code

and upon any shareholders agreement thereto restricting the transfer of said shares so as to disqualify said S Corporation status, said restriction on transfer shall be made a part of the bylaws so long as said agreement is in force and effect.

#### ARTICLE VIII

#### FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the thirty first day of December each year.

#### ARTICLE IX

#### DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

#### ARTICLE X

#### CORPORATE SEAL

At the discretion of the Board of Directors, the Corporation may adopt a corporate seal, circular in form and shall have inscribed thereon the name of the Corporation and the State of incorporation and the words, "Corporate Seal". No seal shall be necessary to make any contract or undertaking valid.

#### ARTICLE XI

#### WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XII

#### AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors. The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation on the twentieth day of February (month), 2019 (year).



Secretary





## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FAIRWAY BOTANICALS INC  
882 SOUTH ST BLDG ROSLINDALE  
ROSLINDALE MA 02131-2410

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

000032



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



388055559

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Fairway Botanicals Inc  
882 SOUTH ST  
ROSLINDALE, MA 02131-2490

EAN: 22222102  
February 17, 2022

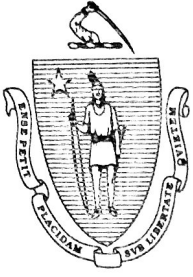
Certificate Id:56379

The Department of Unemployment Assistance certifies that as of 2/17/2022 ,Fairway Botanicals Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

William Francis Galvin  
Secretary of the  
Commonwealth

February 15, 2022

TO WHOM IT MAY CONCERN:

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

**FAIRWAY BOTANICALS INC**

is a domestic corporation organized on **February 20, 2019**, under the General Laws of the Commonwealth of Massachusetts.

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

In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.



*William Francis Galvin*

Secretary of the Commonwealth

# **Fairway Botanicals , Inc.**

## Plan for Obtaining Liability Insurance

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

# Executive Summary

## Opportunity

### Executive Summary

#### 1.1 Mission Statement and Message from the CEO

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

The mission of Fairway Botanicals is to bring safe, healthy cannabis products to the marketplace and educate the population on the benefits of moderate consumption.

#### 1.2 License Type

Fairway Botanicals, Inc is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “CCC”) to operate a Marijuana Retailer in Roslindale, Boston, Massachusetts. Fairway Botanicals may also apply for a Certificate of Registration from the CCC to be a medical retailer if the vertical integration requirement is resolved.

#### 1.3 Product

Fairway Botanicals will offer a full menu of cannabis flower, oils, edibles and topical products that will all meet the guidelines and standards as set forth by the State and municipality. The menu will offer customers different ratios THC:CBD that are accurate and consistent. All products will be third party lab tested as required by statute, and will be compliant with the guidelines and regulations set forth by CCC;

In addition to traditional sativa, indica, and hybrid cannabis flower, Fairway Botanicals will offer a wide range of products and services that will allow Fairway Botanicals to serve customers with a wide variety of needs. Products Fairway Botanicals intends to offer include, but will not be limited to:

1. Concentrates

2. Topical salves
3. Creams/lotions
4. Patches
5. Oral mucosal/sublingual dissolving tablets
6. Tinctures
7. Sprays
8. Inhalation ready to use c02 extracted hash oils
9. Pre-dosed oil vaporizers

10. Ingestion capsules

11. Food/beverages

#### 1.4 Customers

Fairway Botanicals's target customers include adults 21 years of age and older.

#### 1.5 What Drives Us

We are extremely motivated by the opportunity to showcase the positive impact responsible and legal cannabis use can have on a community. We truly believe in cannabis as a therapeutic and beneficial plant, and hope to bring the safest, highest quality products to the market place, while simultaneously eliminating black market activity. We are excited to renovate and create a modern, state of the art facility in our own neighborhood and transform a building which has been vacant for 30+ years into a thriving business in our own community. We are driven by a lifelong belief in the benefits of the entire cannabis plant. We want to educate how hemp can help reduce our environmental problems, nourish people as one of the most nutritionally complete food sources on earth, and educate on its uses as textiles, building supplies, paper and more. We want to create a business that our kids will be proud of and will be a step in creating a healthier future for them.

#### 1.6 Goals

Fairway Botanical's goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting the local community in offsetting the cost of Fairway Botanical's operations within the community;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Fairway Botanicals, and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts; and
9. Creating branded marijuana products that are safe, effective, consistent, and high quality.

## Company Description

### 2. COMPANY DESCRIPTION

#### 2.1 Structure

Fairway Botanicals is a Massachusetts domestic for-profit Limited Liability corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the "Commission") to operate a ME in the Commonwealth.

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

#### 2.2 Operations

Fairway Botanicals will be located in Roslindale, Boston, MA and has leased a facility in this area.

The facility is well positioned in a slow traffic area ideally situated between two traffic lights. The facility is also positioned at a triangular intersection with many different roadways near by to enter and exit the area, which should create very little traffic congestion. This particular neighborhood of Boston has some of the most plentiful street parking in the city. In 6 different parking logs, at different times and days of the week, there were always over 200 empty spaces within a 1/4 mile radius of the facility. The facility encompasses a total of 1,850 square feet, with approximately 1,000 square feet dedicated exclusively to retail operations.

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

Fairway Botanicals will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

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

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

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

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

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

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

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

Fairway Botanicals and its's agents will comply with all local rules, regulations, ordinances, and bylaws.

We have achieved:

1. Host Community Agreement
2. Successful Community Outreach Meeting

3. Executed Lease

### 2.3 Security

We have opened a bank account with Needham Bank in Massachusetts and will NOT

monitored vault accessible only by management. Cash will be cleared from vault and deposited daily.

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

Fairway Botanical's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm monitoring system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Boston Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Fairway Botanicals registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Fairway Botanicals will maintain a current list of individuals with access.

On-site consumption of marijuana by Fairway Botanicals employees and visitors will be prohibited. Fairway Botanicals will have security personnel on-site during business hours.

## 2.4 Benefits to the Municipality

Fairway Botanicals looks forward to being a beneficial part of the Roslindale neighborhood, and to the city of Boston. We look forward to achieving this through several channels including, but not limited to:

**Jobs:**

A retail facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.

Our employees will be paid a minimum of \$15 an hour with benefits.

**Monetary Benefits and community support:**

A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes. Fairway Botanicals has also pledged support to The Roslindale Village Main Streets program which is group comprised of local residents actively working on improvements to the Roslindale neighborhood.

**Access to Quality Product:**

Fairway Botanicals will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants

**Control:**

In addition to the Commission, the Boston Police Department and other municipal departments will have oversight over Fairway Botanicals security systems and processes.

**Responsibility:**

Fairway Botanicals is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.

- Economic Development:
- Fairway Botanicals renovation of 882-886 South Street will significantly improve a prominent gateway building to Roslindale Village. Fairway Botanicals will be changing a building that has been shuttered with metal grates pulled down

for 30 years into a modern, clean, thriving business establishment, providing several jobs in the process.

## 2.5 Zoning

Fairway Botanicals will remain compliant at all times with the local zoning requirements set forth in the City of Boston's Zoning Ordinance.

In compliance with the City of Boston's Zoning Ordinance, the property is not located within 500 feet of a pre-existing k-12 school, or within .5miles of a pre-existing ME.

## **Market**

### 3. MARKET RESEARCH

#### 3.1 Industry

Fairway Botanicals proposed location is located in Roslindale, Boston, MA. Surrounding areas include Jamaica Plain, Brookline, West Roxbury, Hyde Park

#### 3.2 Customers

In Massachusetts, sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data. Boston has the greatest population, by far, of any city in the state, and Roslindale is a densely settled area of the city with currently zero licensed ME's.

#### 3.3 Competitors

Fairway Botanicals competitors include any other licensed adult use ME in the Boston Area.

#### 3.4 Competitive Advantage

The retail cannabis industry is known to be highly competitive, but Fairway Botanicals possesses several strengths which will separate it from the competition.

Fairway Botanicals will have significantly less overhead than most licensed ME's. The building is owned by members of our team's family providing Fairway Botanicals with an excellent long term lease package. Our small retail footprint of 1000 sq ft is ideally suited to a neighborhood cannabis shop, and will require significantly less overhead cost to operate in terms of man power, security, utilities, than many of the larger, corporate ME's. We see the bulk of our customers coming from the 10,000 or so people who live within walking distance of our shop, and we will constantly be promoting a neighborhood positive message.

Fairway Botanicals competitive advantages over our competition are that we understand the market and know our customers. Mitch Rosenfield of The Hempest has a 27 year history in Boston retail in the Cannabis industry. The Hempest has been on the forefront of legalization in Boston, and has spent decades acquiring knowledge, and insight into the Cannabis market and its trends. The Hempest has networked constantly during that time and has close relationships with multiple state licensed cultivators and manufactures that will be supplying the business. Our customers are numerous in the area, and trust and rely on our expertise. Our location is also superior to many others with our access to parking and the amount of drive-by traffic, and a densely settled population we have within walking distance.

### 3.5 Regulations

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

Fairway Botanicals will be registered to do business in the Commonwealth as a domestic business corporation. Fairway Botanicals will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Fairway Botanicals will apply for all state and local permits and approvals required to renovate and operate the facility.

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

## **Product**

### 4. PRODUCT / SERVICE

#### 4.1 Product & Service

We plan to be open 7 days a week, aside from Observed MA Holidays, and expand our hours to 10AM to 9PM. IDs will be checked at the door by an experienced security person using Real ID verification equipment. No one under 21 will be allowed into the facility. After being checked in, customers will be guided to the retail area and given menus to review before purchase. All products will be sold in child proof compliant packaging. We will seek out companies that have recyclable or biodegradable packaging to ease our impact on environment. After purchase customers will leave with products in a compliant exit bag through a separate secure exit. Any returned products will be disposed of in compliance with CCC regulations.

We are affiliated and have close relationships with several cultivators and manufacturers who's products we plan to carry at our retail store. One of these is a business partner at the Hempest for 23 years, who currently is awaiting licensure on an 86,000 sq ft grow and manufacturing facility in Leicester, MA.

Our core product as a retail license holder will be marijuana, which will come in a variety of strains and product types.

#### 4.2 Pricing Structure

Fairway Botanicals pricing structure will vary based on market conditions, but we plan to utilize our low overhead to provide extremely competitive pricing and gain loyalty and market share. Fairway Botanicals also plans to sell products of superior quality and will price its products accordingly.

## **Marketing & Sales**

### 5. MARKETING & SALES

#### 5.1 Growth Strategy

Fairway Botanicals plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience with a neighborhood feel for a neighborhood focused shop.
5. A caring and thoughtful staff made of consummate professionals; and
6. Ongoing community outreach programs that benefit both the community of Roslindale, as well as areas of disproportionate impact

## 5.2 Communication

Fairway Botanicals will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement. In addition, Fairway Botanicals will have signage reminding customers that Fairway Botanicals is in a family neighborhood and to be respectful neighbors.

All marketing, advertising, and branding produced by or on behalf of Fairway Botanicals will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a1/2)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Fairway Botanicals will communicate with customers through:

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

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

### 5.3 Sales

Fairway Botanicals will sell its products and service by engaging customers with knowledgeable in- store personnel.

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

Fairway Botanicals will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

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

individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

#### 5.4 Logo

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

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

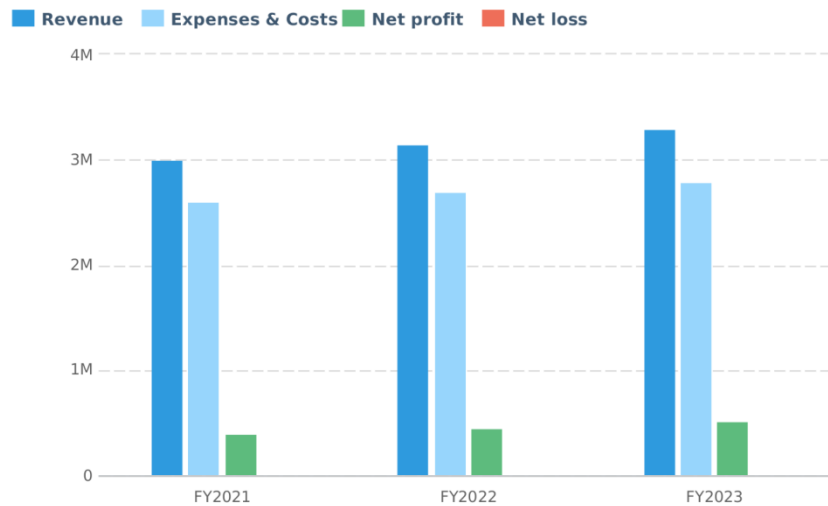
## Expectations

### Forecast

We anticipate healthy demand for newly regulated adult-use cannabis products in Roslindale, which is a thickly settled district in the city of Boston. There are about 10,000 people living within a half mile radius from the facility, which is also located on a relatively busy street with commuter traffic. We are conservatively estimating our 3 Registers servicing between 150-200 customers per day, spending an average of about \$50 per transaction. We anticipate about 50% of this inventory to be Cannabis flower, and the remaining 50% to be a combination of edibles, extracts, and vappable products. This translates to approximately 3/4 lb of cannabis flower per day. Of the remaining 50%, we anticipate edibles and concentrate to be evenly split. Fairway Botanicals has deep roots in the Cannabis industry and is closely affiliated with 4 separate Mass licensed cultivators, and manufacturers.

Through these ties, we hope to provide the widest selection of the highest quality products, at the most affordable prices. Many vertically integrated facilities are limited to their own production, but we will be able to pick and choose the best products on the market. The above estimates translate to approximately \$8750 per day in sales. We anticipate this number to be relatively steady, based on current trends in the industry, and the fact that a large portion of our business will be generated by people within 1/2 a mile, who should remain loyal customers as more ME's open in the commonwealth. We will build our brand with very competitive pricing, a solid loyalty program, and through our inherent knowledge of the industry which our team has been involved with for over two decades.

## Financial Highlights by Year



## Financing Needed

Fairway Botanicals anticipates being completely self funded. The bulk of start up cost will be renovation of the facility which may be supplemented with additional outside financing through either friends and family, or more institutional financing options.

We anticipate having starting cash flow of at least \$100,000 for initial payroll and operating expense.

We anticipate inventory supply to be partly covered by initial cash flow with remainder on net 30 terms.

# Company

## Overview

### Ownership & Structure

Fairway Botanicals is comprised of two founders, Rick Ovesen, and Mitch Rosenfield. Both are residents of Roslindale, MA and live within 1/4 mile from the facility. Both have young children and a vested interest in the neighborhood, and are active members of the local community. Mitch Rosenfield is a 14 year resident of Roslindale, while Rick Ovesen's family has roots in the neighborhood going back 80 years. Ovesen's family owns the real estate the facility is on which gives a great deal of flexibility in terms of construction and lease options.

Fairway Botanicals will implement a team of professionals to help run and operate the ME which will include approximately 8-15 full and part time staff positions. Fairway Botanicals has employed BKA architects for the planning and design of the facility. BKA has extensive expertise in designing ME's in Massachusetts which comply to all state and city regulations. Fairway Botanicals has employed Lookout Security of Watertown, who has designed and implemented security systems for multiple Mass ME's including cultivation, medical and retail facilities. Additional hires will include head of security, compliance manager, retail manager(s), security agents, and retail agents.

#### 7.2 Founders

**Mitch Rosenfield** has overseen a successful retail and manufacturing business for over two (2) decades. As co owner of The Hempst Inc., Mr. Rosenfield has thousands of hours of experience owning and operating retail stores, and developing a lifestyle brand in the Massachusetts cannabis industry. The Hempst has for 27 years been a leader in the cannabis space in Massachusetts. Experience includes opening 5 different retail locations, as well as sourcing and developing, and manufacturing products made from Hemp from all over the world. Mr. Rosenfield has designed, manufactured and imported Hemp clothing and sourced from a number of domestic and overseas brands. Mr. Rosenfield is familiar with all

aspects of running a retail store including lease negotiation, funding, hiring, managing, inventory, and accounting. Mr. Rosenfield has been particularly active in the Cannabis legalization movement, and has extensive ties in the Massachusetts cannabis industry to several Mass licensed cultivators, and manufacturers. These ties will be instrumental in sourcing product in a high demand, low supply marketplace.

**Rick Ovesen** has been a graphic designer for 15 years, and has a family background of real estate development, and renovation in the Boston area. In addition Rick previously worked as general manager and bartender at The Florentine restaurant in Boston, giving him both managerial and direct consumer relationship experience. Rick's extensive design background, and proficient knowledge of software programs will be utilized for marketing and advertising, designing menus, web design, designing educational pamphlets and materials on safe and legal use, and other compliance related materials. Rick Ovesen's family has lived in the neighborhood for 80 years, and owns the property where the ME will be located. Ricks family has many ties to local contractors and extensive experience in real estate development in the area. They are well familiarized with the city construction permitting process .

### 7.3 CEO/COO/CFO

CEO:Mitch Rosenfield

COO:Rick Ovesen

CFO:Mitch Rosenfield

### 7.4 Head of Security

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

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

Fairway Botanicals has the experience and know-how to safely and efficiently serve customers and patients with high quality, consistent, laboratory-tested cannabis and derivatives. The two owners have very complementary management strengths with a shared vision of bringing adult-use regulated cannabis to their own neighborhood in the most beneficial and community oriented way possible.

Fairway Botanicals hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community focused environment.

Fairway Botanicals will utilize sufficient protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Fairway Botanicals state-of-the-art security systems and contracted professional security and alarm companies, along with other

comprehensive security measures will also help ensure a safe and secure environment for both consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 millions in 2018, and eventually to \$1.4 billion in 2025. Fairway Botanicals is prepared to position itself well in this market in one of the most highly populated areas of the state. Fairway Botanicals will utilize it's low overhead cost, and close community ties to help further our own growth within this emerging market. Management, living nearby will lead a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. Fairway Botanicals ownership's proximity to the facility will help them work hand in hand with the City of Boston, and the Commonwealth in meeting all regulated adult-use compliance and meeting all Diversity and Positive impact goals.

# Financial Plan

## Financing

### Use of funds

Initial funds will be required for buildout. We anticipate this to be \$200,000-\$300,000. We also intend to have \$50,000-\$60,000 on hand for initial inventory and payroll costs upon opening.

### Sources of Funds

The Ovesen Realty trust owns the property and has agreed to provide funding for construction and build out to get the space lease ready.

Mitch Rosenfield will contribute a minimum of \$100,000 toward buildout and startup cost, and will provide a loan of already owned retail equipment and inventory toward initial start up costs.

Fairway Botanicals does not anticipate requiring outside funds, but if we do, there has been a great deal of friends and family seeking investment opportunities. These investments would most likely just be quick turn around for inventory purchasing.

## Statements

### Projected Profit and Loss

	FY2024	FY2025	FY2026
<b>Revenue</b>	<b>\$3,000,000</b>	<b>\$3,150,000</b>	<b>\$3,300,000</b>
<b>Direct Costs</b>	<b>\$1,800,000</b>	<b>\$1,890,000</b>	<b>\$1,980,000</b>
Gross Margin	\$1,200,000	\$1,260,000	\$1,320,000
<b>Gross Margin %</b>	<b>40%</b>	<b>40%</b>	<b>40%</b>
<b>Operating Expenses</b>			
Salaries & Wages	\$672,000	\$672,000	\$672,000
Employee Related Expenses	\$134,400	\$134,400	\$134,400
<b>Total Operating Expenses</b>	<b>\$806,400</b>	<b>\$806,400</b>	<b>\$806,400</b>
<b>Operating Income</b>	<b>\$393,600</b>	<b>\$453,600</b>	<b>\$513,600</b>
Interest Incurred			
Depreciation and Amortization			
Income Taxes	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$2,606,400</b>	<b>\$2,696,400</b>	<b>\$2,786,400</b>
<b>Net Profit</b>	<b>\$393,600</b>	<b>\$453,600</b>	<b>\$513,600</b>
<b>Net Profit / Sales</b>	<b>13%</b>	<b>14%</b>	<b>16%</b>

## Projected Balance Sheet

	Starting Balances	FY2024	FY2025	FY2026
Cash	\$200,000	\$616,100	\$1,070,825	\$1,585,550
Accounts Receivable		\$0	\$0	\$0
Inventory	\$0	\$0	\$0	\$0
Other Current Assets				
<b>Total Current Assets</b>	<b>\$200,000</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>
Long-Term Assets				
Accumulated Depreciation				
<b>Total Long-Term Assets</b>				
<b>Total Assets</b>	<b>\$200,000</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>
Accounts Payable		\$0	\$0	\$0
Income Taxes Payable		\$0	\$0	\$0
Sales Taxes Payable		\$22,500	\$23,625	\$24,750
Short-Term Debt				
Prepaid Revenue				
<b>Total Current Liabilities</b>		<b>\$22,500</b>	<b>\$23,625</b>	<b>\$24,750</b>
Long-Term Debt				
<b>Total Liabilities</b>		<b>\$22,500</b>	<b>\$23,625</b>	<b>\$24,750</b>
Paid-In Capital				
Retained Earnings	\$200,000	\$200,000	\$593,600	\$1,047,200
Earnings		\$393,600	\$453,600	\$513,600
<b>Total Owner's Equity</b>	<b>\$200,000</b>	<b>\$593,600</b>	<b>\$1,047,200</b>	<b>\$1,560,800</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$200,000</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>

## Projected Cash Flow Statement

	FY2024	FY2025	FY2026
<b>Net Cash Flow from Operations</b>			
Net Profit	\$393,600	\$453,600	\$513,600
Depreciation & Amortization			
Change in Accounts Receivable	\$0	\$0	\$0
Change in Inventory	\$0	\$0	\$0
Change in Accounts Payable	\$0	\$0	\$0
Change in Income Tax Payable	\$0	\$0	\$0
Change in Sales Tax Payable	\$22,500	\$1,125	\$1,125
Change in Prepaid Revenue			
<b>Net Cash Flow from Operations</b>	<b>\$416,100</b>	<b>\$454,725</b>	<b>\$514,725</b>
<b>Investing &amp; Financing</b>			
Assets Purchased or Sold			
Investments Received			
Change in Long-Term Debt			
Change in Short-Term Debt			
Dividends & Distributions			
<b>Net Cash Flow from Investing &amp; Financing</b>			
Cash at Beginning of Period	\$200,000	\$616,100	\$1,070,825
Net Change in Cash	\$416,100	\$454,725	\$514,725
<b>Cash at End of Period</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>

# Appendix

## Profit and Loss Statement (With monthly detail)

FY2024	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	Jan '24	Feb '24	Mar '24	Apr '24	May '24
<b>Total Revenue</b>	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
<b>Total Direct Costs</b>	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Gross Margin	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
<b>Gross Margin %</b>	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
<b>Operating Expenses</b>												
Salaries and Wages	\$55,999	\$55,999	\$55,999	\$55,999	\$55,999	\$55,999	\$55,999	\$55,999	\$56,002	\$56,002	\$56,002	\$56,002
Employee Related Expenses	\$11,200	\$11,200	\$11,199	\$11,200	\$11,200	\$11,200	\$11,200	\$11,199	\$11,201	\$11,200	\$11,201	\$11,200
<b>Total Operating Expenses</b>	\$67,199	\$67,199	\$67,198	\$67,199	\$67,199	\$67,199	\$67,199	\$67,198	\$67,203	\$67,202	\$67,203	\$67,202
<b>Operating Income</b>	\$32,801	\$32,801	\$32,802	\$32,801	\$32,801	\$32,801	\$32,801	\$32,802	\$32,797	\$32,798	\$32,797	\$32,798
Interest Incurred												
Depreciation and Amortization												
Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	\$217,199	\$217,199	\$217,198	\$217,199	\$217,199	\$217,199	\$217,199	\$217,198	\$217,203	\$217,202	\$217,203	\$217,202
<b>Net Profit</b>	\$32,801	\$32,801	\$32,802	\$32,801	\$32,801	\$32,801	\$32,801	\$32,802	\$32,797	\$32,798	\$32,797	\$32,798

# Fairway Botanicals

Net Profit / Sales                      13%                      13%                      13%                      13%                      13%                      13%                      13%                      13%                      13%                      13%

	FY2024	FY2025	FY2026
<b>Total Revenue</b>	<b>\$3,000,000</b>	<b>\$3,150,000</b>	<b>\$3,300,000</b>
<b>Total Direct Costs</b>	<b>\$1,800,000</b>	<b>\$1,890,000</b>	<b>\$1,980,000</b>
Gross Margin	\$1,200,000	\$1,260,000	\$1,320,000
<b>Gross Margin %</b>	<b>40%</b>	<b>40%</b>	<b>40%</b>
<b>Operating Expenses</b>			
Salaries and Wages	\$672,000	\$672,000	\$672,000
Employee Related Expenses	\$134,400	\$134,400	\$134,400
<b>Total Operating Expenses</b>	<b>\$806,400</b>	<b>\$806,400</b>	<b>\$806,400</b>
<b>Operating Income</b>	<b>\$393,600</b>	<b>\$453,600</b>	<b>\$513,600</b>
Interest Incurred			
Depreciation and Amortization			
Income Taxes	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$2,606,400</b>	<b>\$2,696,400</b>	<b>\$2,786,400</b>
<b>Net Profit</b>	<b>\$393,600</b>	<b>\$453,600</b>	<b>\$513,600</b>
<b>Net Profit / Sales</b>	<b>13%</b>	<b>14%</b>	<b>16%</b>

### Balance Sheet (With Monthly Detail)

	Starting Balances	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	Jan '24	Feb '24	Mar '24	Apr '24	May '24
Cash	\$200,000	\$240,301	\$280,602	\$320,904	\$338,705	\$379,006	\$419,307	\$437,108	\$477,410	\$517,707	\$535,505	\$575,802	\$616,100
Accounts Receivable		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inventory	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Assets													
<b>Total Current Assets</b>	<b>\$200,000</b>	<b>\$240,301</b>	<b>\$280,602</b>	<b>\$320,904</b>	<b>\$338,705</b>	<b>\$379,006</b>	<b>\$419,307</b>	<b>\$437,108</b>	<b>\$477,410</b>	<b>\$517,707</b>	<b>\$535,505</b>	<b>\$575,802</b>	<b>\$616,100</b>
Long-Term Assets													
Accumulated Depreciation													
<b>Total Long-Term Assets</b>													
<b>Total Assets</b>	<b>\$200,000</b>	<b>\$240,301</b>	<b>\$280,602</b>	<b>\$320,904</b>	<b>\$338,705</b>	<b>\$379,006</b>	<b>\$419,307</b>	<b>\$437,108</b>	<b>\$477,410</b>	<b>\$517,707</b>	<b>\$535,505</b>	<b>\$575,802</b>	<b>\$616,100</b>
Accounts Payable		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Income Taxes Payable		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Taxes Payable		\$7,500	\$15,000	\$22,500	\$7,500	\$15,000	\$22,500	\$7,500	\$15,000	\$22,500	\$7,500	\$15,000	\$22,500
Short-Term Debt													
Prepaid Revenue													
<b>Total Current Liabilities</b>		<b>\$7,500</b>	<b>\$15,000</b>	<b>\$22,500</b>	<b>\$7,500</b>	<b>\$15,000</b>	<b>\$22,500</b>	<b>\$7,500</b>	<b>\$15,000</b>	<b>\$22,500</b>	<b>\$7,500</b>	<b>\$15,000</b>	<b>\$22,500</b>
Long-Term Debt													

## Fairway Botanicals

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<b>Total Liabilities</b>		\$7,500	\$15,000	\$22,500	\$7,500	\$15,000	\$22,500	\$7,500	\$15,000	\$22,500	\$7,500	\$15,000	\$22,500
<b>Paid-In Capital</b>													
Retained Earnings	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Earnings		\$32,801	\$65,602	\$98,404	\$131,205	\$164,006	\$196,807	\$229,608	\$262,410	\$295,207	\$328,005	\$360,802	\$393,600
<b>Total Owner's Equity</b>	<b>\$200,000</b>	<b>\$232,801</b>	<b>\$265,602</b>	<b>\$298,404</b>	<b>\$331,205</b>	<b>\$364,006</b>	<b>\$396,807</b>	<b>\$429,608</b>	<b>\$462,410</b>	<b>\$495,207</b>	<b>\$528,005</b>	<b>\$560,802</b>	<b>\$593,600</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$200,000</b>	<b>\$240,301</b>	<b>\$280,602</b>	<b>\$320,904</b>	<b>\$338,705</b>	<b>\$379,006</b>	<b>\$419,307</b>	<b>\$437,108</b>	<b>\$477,410</b>	<b>\$517,707</b>	<b>\$535,505</b>	<b>\$575,802</b>	<b>\$616,100</b>

# Fairway Botanicals

	Starting Balances	FY2024	FY2025	FY2026
Cash	\$200,000	\$616,100	\$1,070,825	\$1,585,550
Accounts Receivable		\$0	\$0	\$0
Inventory	\$0	\$0	\$0	\$0
Other Current Assets				
<b>Total Current Assets</b>	<b>\$200,000</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>
Long-Term Assets				
Accumulated Depreciation				
<b>Total Long-Term Assets</b>				
<b>Total Assets</b>	<b>\$200,000</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>
Accounts Payable		\$0	\$0	\$0
Income Taxes Payable		\$0	\$0	\$0
Sales Taxes Payable		\$22,500	\$23,625	\$24,750
Short-Term Debt				
Prepaid Revenue				
<b>Total Current Liabilities</b>		<b>\$22,500</b>	<b>\$23,625</b>	<b>\$24,750</b>
Long-Term Debt				
<b>Total Liabilities</b>		<b>\$22,500</b>	<b>\$23,625</b>	<b>\$24,750</b>
Paid-In Capital				
Retained Earnings	\$200,000	\$200,000	\$593,600	\$1,047,200
Earnings		\$393,600	\$453,600	\$513,600
<b>Total Owner's Equity</b>	<b>\$200,000</b>	<b>\$593,600</b>	<b>\$1,047,200</b>	<b>\$1,560,800</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$200,000</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>

## Cash Flow Statement (With Monthly Detail)

FY2021	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	Jan '24	Feb '24	Mar '24	Apr '24	May '24
<b>Net Cash Flow from Operations</b>												
Net Profit	\$32,801	\$32,801	\$32,802	\$32,801	\$32,801	\$32,801	\$32,801	\$32,802	\$32,797	\$32,798	\$32,797	\$32,798
Depreciation & Amortization												
Change in Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Inventory	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Income Tax Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Sales Tax Payable	\$7,500	\$7,500	\$7,500	(\$15,000)	\$7,500	\$7,500	(\$15,000)	\$7,500	\$7,500	(\$15,000)	\$7,500	\$7,500
Change in Prepaid Revenue												
<b>Net Cash Flow from Operations</b>	<b>\$40,301</b>	<b>\$40,301</b>	<b>\$40,301</b>	<b>\$17,801</b>	<b>\$40,301</b>	<b>\$40,301</b>	<b>\$17,801</b>	<b>\$40,301</b>	<b>\$40,298</b>	<b>\$17,798</b>	<b>\$40,298</b>	<b>\$40,298</b>
<b>Investing &amp; Financing</b>												
Assets Purchased or Sold												
Investments Received												
Change in Long-Term Debt												

Change in Short-Term Debt												
Dividends & Distributions												
<b>Net Cash Flow from Investing &amp; Financing</b>												
Cash at Beginning of Period	\$200,000	\$240,301	\$280,602	\$320,904	\$338,705	\$379,006	\$419,307	\$437,108	\$477,410	\$517,707	\$535,505	\$575,802
Net Change in Cash	\$40,301	\$40,301	\$40,301	\$17,801	\$40,301	\$40,301	\$17,801	\$40,301	\$40,298	\$17,798	\$40,298	\$40,298
Cash at End of Period	\$240,301	\$280,602	\$320,904	\$338,705	\$379,006	\$419,307	\$437,108	\$477,410	\$517,707	\$535,505	\$575,802	\$616,100

	FY2024	FY2025	FY2026
<b>Net Cash Flow from Operations</b>			
Net Profit	\$393,600	\$453,600	\$513,600
Depreciation & Amortization			
Change in Accounts Receivable	\$0	\$0	\$0
Change in Inventory	\$0	\$0	\$0
Change in Accounts Payable	\$0	\$0	\$0
Change in Income Tax Payable	\$0	\$0	\$0
Change in Sales Tax Payable	\$22,500	\$1,125	\$1,125
Change in Prepaid Revenue			
<b>Net Cash Flow from Operations</b>	<b>\$416,100</b>	<b>\$454,725</b>	<b>\$514,725</b>
<b>Investing &amp; Financing</b>			
Assets Purchased or Sold			
Investments Received			
Change in Long-Term Debt			
Change in Short-Term Debt			
Dividends & Distributions			
<b>Net Cash Flow from Investing &amp; Financing</b>			
Cash at Beginning of Period	\$200,000	\$616,100	\$1,070,825
Net Change in Cash	\$416,100	\$454,725	\$514,725
<b>Cash at End of Period</b>	<b>\$616,100</b>	<b>\$1,070,825</b>	<b>\$1,585,550</b>



CERTIFICATE OF LIABILITY INSURANCE

04/17/2024

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

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

Table with PRODUCER (WHITE EAGLE INSURANCE SOLUTIONS LLC) and INSURED (Fairway Botanicals LLC) information, including contact details and insurer information.

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

Main table listing insurance policies: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, with columns for INSR LTR, TYPE OF INSURANCE, ADD INS, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required): Cannabis Retail Store/Dispensary | N/A Location Address: 886 South St, Roslindale, MA 02131, USA

CERTIFICATE HOLDER information (Cannabis Control Commission) and CANCELLATION notice with a signature.

# Fairway Botanicals, Inc.

## QUALIFICATIONS AND TRAINING

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

### Qualifications

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

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

### Training

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

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

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;

## **Fairway Botanicals , Inc.**

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

# Fairway Botanicals, Inc.

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

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

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

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

# Fairway Botanicals

## MAINTAINING OF FINANCIAL RECORDS

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

- • Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- • All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
  - All sales recording requirements under 935 CMR 500.140(6) are followed, including:
    - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
    - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
    - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
    - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
    - If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana

products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow

requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);

## **Fairway Botanicals , Inc.**

- ○ Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- ○ Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

# Fairway Botanicals, Inc.

## Recordkeeping Procedures

### General Overview

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

### Recordkeeping

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

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - \* Directors & Officers Policy
    - \* Product Liability Policy
    - \* General Liability Policy
    - \* Umbrella Policy
    - \* Workers Compensation Policy
    - \* Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - \* Annual Agent Registration
    - \* Annual Marijuana Establishment Registration
  - Local Compliance
    - \* Certificate of Occupancy
    - \* Special Permits
    - \* Variances
    - \* Site Plan Approval
    - \* As-Built Drawings
  - Corporate Governance:
    - \* Annual Report
    - \* Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- ○ Assets and liabilities;
- ○ Monetary transactions;
- ○ Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- ○ Sales records including the quantity, form, and cost of marijuana products;
  
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Fairway Botanicals, including members, if any.
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Fairway Botanicals and will include, at a minimum, the following:
    - \* All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - \* Documentation of verification of references;
    - \* The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - \* Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - \* Documentation of periodic performance evaluations; and
    - \* A record of any disciplinary action taken.
    - \* Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - Fairway Botanicals will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

- Seed-to-Sale Tracking Records

- Fairway Botanicals will use Point-of-Sale (“POS”) Software to maintain real-time inventory. The POS Software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

- Incident Reporting Records

- Within ten (10) calendar days, Fairway Botanicals will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Fairway Botanicals for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request. Fairway Botanicals

- Visitor Records

- A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor’s name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

- Waste Disposal Records

- When marijuana or marijuana products are disposed of, Fairway Botanicals will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Fairway Botanicals agents present during the disposal or handling, with their signatures. Fairway Botanicals will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

- Transportation Records

- Fairway Botanicals will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

- Closure

- In the event Fairway Botanicals closes, all records will be kept for at least two (2) years at Fairway Botanicals's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Fairway Botanicals will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures: Policies and Procedures related to Fairway Botanicals's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- ○ Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Fairway Botanicals's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be sold, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - \* Diverted marijuana, which will be reported the Police Department and to the Commission;
  - \*Engaged in unsafe practices with regard to Fairway Botanicals operations, which will be reported to the Commission; or
  - \* Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Fairway Botanicals, 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 Fairway Botanicals's website.
- Policies and procedures for the handling of cash on Fairway Botanicals premises including but not limited to storage, collection frequency and transport to financial institution(s).

- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - \* Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;

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

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

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

- Record-Retention

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

# Fairway Botanicals, Inc.

## QUALITY CONTROL AND TESTING

### Quality Control

Fairway Botanicals, Inc. ("Fairway Botanicals") will comply with the following sanitary requirements:

1. Any Fairway Botanicals agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Fairway Botanicals agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Fairway Botanicals's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Fairway Botanicals's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Fairway Botanicals's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Fairway Botanicals will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Fairway Botanicals's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Fairway Botanicals's facility will have adequate safety lighting in all storage areas, as well as areas where equipment or utensils are cleaned;
8. Fairway Botanicals's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Fairway Botanicals will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Fairway Botanicals will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;

12. Fairway Botanicals's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. Fairway Botanicals will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Fairway Botanicals will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Fairway Botanicals will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Fairway Botanicals's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

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

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

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

#### Testing

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

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

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

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

# Fairway Botanicals, Inc.

## Personnel Policies Including Background Checks

### **Overview**

Fairway Botanicals, Inc. ("Fairway Botanicals") will maintain personnel records as a separate Fairway Botanicals Fairway Botanicals category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Fairway Botanicals will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Job Descriptions
  - Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Fairway Botanicals, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:
    - Provide general training to Fairway Botanicals agents during new hire orientation or re-current trainings throughout the year;
    - Provide training specific for Security Agents prior to the Security Agent commencing job functions;
    - Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
    - Maintain lists of agents authorized to access designated areas of the Fairway Botanicals facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the facility
    - Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Fairway Botanicals agents and assets;
    - Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
    - Maintain all security-related records, incident reports and other reports written by security agents;
    - Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
    - Maintain frequent contact with local law enforcement authorities.
  - Security Agent: Security Agents monitor Fairway Botanicals's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Fairway Botanicals facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties

upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Fairway Botanicals agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Fairway Botanicals facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Fairway Botanicals agents from the facility during non-business hours and perform security checks at designated intervals.
- Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:
  - Implementing inventory controls to track and account for all dispensary inventory;
  - Implementing procedures and notification policies for proper disposal;
  - Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
  - Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
  - Proper storing, labeling, tracking, and reporting of inventory.
- Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:
  - Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
  - Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
  - Ensuring products are properly stored, labeled, and recorded in a Point-of-Sale ("POS") system;
  - Ensuring waste is properly stored; and
  - Coordinating the waste disposal schedule and ensuring Fairway Botanicals's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Fairway Botanicals will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Fairway Botanicals, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Fairway Botanicals agents;

- Review and revise Fairway Botanicals personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Fairway Botanicals agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

- Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Fairway Botanicals facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Fairway Botanicals facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Fairway Botanicals;
- Properly setting up product displays pursuant to Fairway Botanicals policies and procedures;
- Executing and enforcing compliance with Commission regulations and Fairway Botanicals policies and procedures;
- Understanding sales transactions using POS Software;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

- Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Fairway Botanicals and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality

requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

- Staffing Plan and Business Hours

- Hiring and Recruitment

- Fairway Botanicals's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Fairway Botanicals personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
    - Fairway Botanicals's Diversity Plan and Community Initiatives;
    - Fairway Botanicals's Plan to Positively Impact Areas of Disproportionate Impact;
    - Background Checks and References;
    - Mandatory reporting of criminal convictions (and termination if necessary);
    - State and Federal Family Leave Act;
    - Workplace Safety Laws;
    - Workers' Compensation;
    - State and Federal Minimum Wage Requirements;
    - Non-Disclosure and Non-Complete Agreements; and
    - Any other applicable local, state, or federal employment laws, rules, or regulations.

- Standards of Conduct

- Fairway Botanicals is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Fairway Botanicals mission to provide a professional workplace free from harassment and discrimination for employees. Fairway Botanicals will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Fairway Botanicals values and is a violation of the Company Code of

Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Fairway Botanicals employees or customers is also condemned and will be promptly addressed.

### Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Fairway Botanicals facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

### At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

### Workplace Attire

The required attire for registered agents at Fairway Botanicals varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Retailer Monday - Saturday: 10am – 9pm Sunday: 11am – 7pm

### Overview of Personnel Policies and Procedures

#### Standard Employment Practices

Fairway Botanicals values the contributions of its management and staff positions. Fairway Botanicals will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

#### Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

### Written Policies

Fairway Botanicals's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

### Investigations

Fairway Botanicals will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

### Designated Outside Counsel

Fairway Botanicals may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

### Job Status

### Job Classifications

Positions at Fairway Botanicals are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

### Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

### Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

### Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

### Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written

synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

### Leave Policies

Fairway Botanicals leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Fairway Botanicals will determine which holidays will be observed and which departments will not be required to work. Fairway Botanicals will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Fairway Botanicals anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

### Disciplinary Policies

- Purpose

Fairway Botanicals's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Fairway Botanicals's progressive discipline policies and procedures have been designed consistent with Fairway Botanicals organizational values, best practices, and state and federal employment laws.

Fairway Botanicals reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Fairway Botanicals as an organization.

#### Procedure

##### Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

### Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Fairway Botanicals recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

### Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

### Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Fairway Botanicals will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Fairway Botanicals reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Fairway Botanicals and its employees.

### Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

#### Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

#### Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

#### Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Fairway Botanicals, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

#### Types of Separation

##### 1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Fairway Botanicals. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

##### 2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Fairway Botanicals to give special recognition to employees at the time of their retirement.

##### 3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

##### 4. Termination

Employees of Fairway Botanicals are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

## 5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

## 6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

### Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

### Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Fairway Botanicals to deduct the costs of such items from their final paycheck.

### Termination of Benefits

An employee separating from Fairway Botanicals is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

### Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

### Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

### Compensation

As an employer, Fairway Botanicals believes that it is in the best interest of both the organization and Fairway Botanicals's employees to fairly compensate its workforce for the value of the work provided. It is Fairway Botanicals's intention to use a compensation system that will determine the current market value of

a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

### Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Fairway Botanicals, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### Responsibilities

The executive management team will give final approval for the compensation system that will be used by Fairway Botanicals.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

### Management Responsibility

1. The CEO is charged with ensuring that Fairway Botanicals is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

## Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Fairway Botanicals will undergo a detailed background investigation prior to being granted access to a Fairway Botanicals facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Fairway Botanicals pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Fairway Botanicals will consider:
  - 1. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
    2. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
    3. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
      - Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Fairway Botanicals will:
  - 1. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    2. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Fairway Botanicals will consider the following factors:
      - a. Time since the offense or incident;
      - b. Age of the subject at the time of the offense or incident;
      - c. Nature and specific circumstances of the offense or incident;
      - d. Sentence imposed and length, if any, of incarceration, if criminal;
      - e. Penalty or discipline imposed, including damages awarded, if civil or administrative;
      - f. Relationship of offense or incident to nature of work to be performed;
      - g. Number of offenses or incidents;

- h. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and

9. Any other relevant information, including information submitted by the subject.

c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- Upon adverse determination, Fairway Botanicals will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
- After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Fairway Botanicals along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Fairway Botanicals or the Commission.

# Fairway Botanicals

## ENERGY EFFICIENCY AND CONSERVATION POLICY

### OVERVIEW

Fairway Botanicals will demonstrate consideration of the following factors:

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, 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.

Fairway has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our facility will be fully designed with features including energy efficient bulbs, natural light, small overall size with small rooms for easy heating and cooling, limited amount of registers and energy efficient appliances.

Fairway has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. Our Architect is in communication with local solar providers to discuss the rooftop suitability of Photovoltaic rooftop panels.

Fairway is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs. Rooms not in use will remain dark, minimal lighting is used in facility which is only about 1200 sq ft in size. We estimate our energy consumption levels to be significantly below industry averages. A smaller facility with fewer employees will use less heat, cooling, lighting, etc. than the larger facilities that are common in Massachusetts.

Fairway plans on engaging with the energy efficiency program offered by the Mass Save program, and we plan on high efficiency heating and cooling systems and low watt LED lighting.

Fairway will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Fairway will regularly check for such guidelines and continue to follow the Commission's standards.

# Fairway Botanicals, INC.

## Diversity Plan

### Overview

#### Intent:

Fairway Botanicals, Inc. (“Fairway”) is dedicated to promoting equity and diversity in its operations. We believe a diverse and inclusive workforce creates a successful environment that helps to serve the diverse backgrounds of our neighborhood clientele. Diversity and inclusion also helps utilize ideas and thoughts from different perspectives and backgrounds. Our intent is give equal opportunity to different groups, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

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

#### Goals

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

**Goal#1:** Hiring and maintaining a staff of individuals with a minimum of:

1. 40% of employees consisting of women
2. 25% described as minorities
3. 5% Veterans
4. 5% Disabled
5. 10% of employees identify as LGBTQ.

Program:

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

1. Hiring and Recruitment Program, which will include:
  - a. Placement of advertisements for career opportunities in publications with diverse reader demographics (such as such as El Planeta, El Mundo, World Journal, Rainbow Times, EDGE Boston, Spirit Magazine, or the Bay State Banner) as positions become available;
  - b. Placement of advertisements for existing career opportunities across Fairway social media platforms

- c. Attending at least one (1) job fair per year as needed to recruit qualified minorities, women, veterans, people with disabilities, and individuals who identify as LGBTQ+;
- d. Attend at least one (1) industry specific educational seminar annually.

**Goal #2:** Create a pleasant, happy, respectful working environment with a culture of acceptance among our staff.

Program:

1. Fairway will require staff to participate in a cultural sensitivity training course or program within 6 months of employment.
2. Employees will also fill out engagement surveys every 6 months that will be designed to honestly assess the working environment at our facility. Fairway will offer these surveys on a bi-monthly basis to accommodate new employees if necessary.
3. Fairway will also maintain a locked, anonymous suggestion/complaint box in a discrete, easy to access area for all employees, which will allow all employees to address any issues anonymously. The suggestion box will be opened, and suggestions/complaints read by CEO and COO on a bi-weekly basis.

## **Measurements and Evaluations:**

Fairway's Chief Executive Officer ("CEO") will administer the Plan and will be responsible for developing measurable outcomes to ensure Fairway continues to meet its commitments. Such measurable outcomes, in accordance with Fairway goals and programs described above, include:

GOAL 1:

1. Maintaining a staff where no less than 40% of all staff members are comprised of women;
2. Maintaining a staff where no less than 25% of all staff members are comprised of minorities
3. Maintaining a staff where no less than 5% of all staff members are comprised of Veterans
4. Maintaining staff where no less than 5% of all staff members have disabilities
5. Maintaining a staff where no less than 10% identify as LGBTQ
6. Fairway, in order to evaluate the diversity of its staff, will ask employees to complete a voluntary questionnaire that includes self-identification of whether these individuals fall within these groups;
7. Placing employment ads in publications with diverse readership demographics one (1) or more times per year as positions become available.
8. Placing employment ads across all Fairway social media platforms as they become available;
9. Documenting the attendance of at least one (1) job fair per year to recruit qualified minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;

## Goal 2 Measurements and Evaluations:

1. Fairway will offer an engagement survey/questionnaire to employees on a bi-monthly basis with questions about diversity, job satisfaction, and respect at the work place, with a goal of reaching minimum of 85% positive response for job satisfaction. If less than 85% of surveys feel unsatisfied or feel respect, or diversity in the work place is a problem, Fairway will immediately hold a staff meeting to address and remedy. Responses will be logged as well as kept with each employee file record. Any steps taken by Fairway to address possible issues will also be described, logged and filed with all diversity plan materials.
2. Fairway will document the hosting of at least two (1 every 6 months) company-sponsored cultural sensitivity trainings per year and maintain records of employee attendance
3. Fairway will also maintain a log of all suggestions/ complaints from the anonymous suggestion box which will be kept with all Diversity Plan materials. Fairway will also demonstrate which anonymous suggestions/complaints were addressed and how a resolution was considered or implemented. This will be a joint decision by the CEO, COO, and dispensary management and will be logged and kept with Diversity Plan materials for easy review during the license renewal process.

Beginning upon receipt of Fairway's Final License from the Commission to operate a marijuana establishment in the Commonwealth, Fairway will utilize proposed measurements to assess its Plan and will account for demonstrating proof of success of progress of the Plan upon the yearly renewal of the license. The CEO will review and evaluate Fairway's measurable outcomes no less than twice annually to ensure that Fairway is meeting its commitments.

### Acknowledgements

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