



## Massachusetts Cannabis Control Commission

### Marijuana Delivery Operator

#### General Information:

License Number: MD1261  
Original Issued Date: 11/18/2021  
Issued Date: 11/18/2021  
Expiration Date: 11/18/2022

### MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification  
Number:

### ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Clovercraft llc

Phone Number: 413-539-3059  
Email Address: ezparz@gmail.com

Business Address 1: 17 East St. Business Address 2:  
Business City: Easthampton Business State: MA Business Zip Code: 01027  
Mailing Address 1: 17 East St. Mailing Address 2:  
Mailing City: Easthampton Mailing State: MA Mailing Zip Code: 01027

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a  
DBE

### SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304457

### ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

### PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 Percentage Of Control: 51  
Role: Manager Other Role:  
First Name: Ezra Middle Name: Jacob Last Name: Parzybok Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Date generated: 12/01/2021

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 24.5      Percentage Of Control: 24.5

Role: Manager      Other Role:

First Name: Kevin      Middle Name: Alan      Last Name: Perrier      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 24.5      Percentage Of Control: 24.5

Role: Manager      Other Role:

First Name: Volkan      Middle Name:      Last Name: Polatol      Suffix:

Gender: Male      User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL  
No records found

CAPITAL RESOURCES - INDIVIDUALS  
No records found

CAPITAL RESOURCES - ENTITIES  
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES  
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS  
Individual 1

First Name: Volkan      Last Name: Polatol      Suffix:

Marijuana Establishment Name: Volkan LLC dba Dreamer      Business Type: Marijuana Retailer

Marijuana Establishment City: Southampton      Marijuana Establishment State: MA

Individual 2

First Name: Ezra      Last Name: Parzybok      Suffix:

Marijuana Establishment Name: Ezra LLC (Formerly Clovercraft LLC Courier Pre-Cert)      Business Type: Other

Marijuana Establishment City: Northampton      Marijuana Establishment State: MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 17 East St.      Establishment Address 2:

Establishment City: Easthampton      Establishment Zip Code: 01027

Approximate square footage of the establishment: 2400      How many abutters does this property have?:  
17

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
-------------------	---------------	------	----	--------

					Date
Certification of Host Community Agreement	HCA_Certification_Form_CLOVERCRAFT signed.pdf	pdf	60ec6f7c7a4b3b034a680fdf		07/12/2021
Community Outreach Meeting Documentation	COM Newspaper Ad Clovercraft 2 052421.pdf	pdf	60ec6f81629ad9037af20257		07/12/2021
Plan to Remain Compliant with Local Zoning	Plan to remain compliant Clovercraft LLC.pdf	pdf	60ec6f8223f3f9033f376583		07/12/2021
Community Outreach Meeting Documentation	COM Attestation Form CLOVERCRAFT 061121.pdf	pdf	612e622025900e079f2b3be1		08/31/2021
Community Outreach Meeting Documentation	COM Abutter:Town Letter Budzee C.pdf	pdf	612e62f10f4d6c075e3da27d		08/31/2021
Community Outreach Meeting Documentation	COM Town Letter Budzee B.pdf	pdf	612e62f338fd570794517862		08/31/2021

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Screenshot showing Social Equity Cohort networking and licensing services.png	png	612e756fe014b807395c4bf8	08/31/2021
Other	Email with SE applicant showing networking;promotion of services.pdf	pdf	612e7571b9f60d076b8d3d63	08/31/2021
Plan for Positive Impact	Positive Impact Plan -Budzee 090121.pdf	pdf	612f91bcab6739076439ccf9	09/01/2021

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Manager Other Role:  
 First Name: Ezra Last Name: Parzybok Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: yes

#### Individual Background Information 2

Role: Manager Other Role:  
 First Name: Kevin Last Name: Perrier Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

#### Individual Background Information 3

Role: Manager Other Role:  
 First Name: Volkan Last Name: Polatol Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

## ENTITY BACKGROUND CHECK INFORMATION

No records found

## MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Dept Unemployment Assistance Certificate Letter Clovercraft.pdf	pdf	60ec755c504b25036f756f91	07/12/2021
Department of Revenue - Certificate of Good standing	Cert Good Standing DOR Clovercraft 090121.pdf	pdf	6131004038fd5707945188a6	09/02/2021
Secretary of Commonwealth - Certificate of Good Standing	Annual Report Clovercraft.pdf	pdf	6131010d25900e079f2b4cc6	09/02/2021
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Standing SOC Clovercraft 090721.PDF	pdf	613793ea25900e079f2b5ebe	09/07/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws Clovercraft.pdf	pdf	60ec75237a4b3b034a681029	07/12/2021
Articles of Organization	Articles of Organization Clovercraft 082821.pdf	pdf	612e8938ac54100740713675	08/31/2021

Massachusetts Business Identification Number: 001449081

Doing-Business-As Name: Budzee

DBA Registration City: Easthampton

## BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	PolicyQuote_Clovercraft.pdf	pdf	60b106c731b11b361021f4f5	05/28/2021
Business Plan	MDO Business Plan - Clovercraft_v4 062121.pdf	pdf	60d25fd7629ad9037af1b6ff	06/22/2021
Proposed Timeline	Proposed Timeline Clovercraft 062021.pdf	pdf	60d260d08d6c3f02b7d17323	06/22/2021
Plan for Liability Insurance	Insurance letter Additional Budzee Delivery.pdf	pdf	60d260f5629ad9037af1b707	06/22/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion - Delivery only - 061020.pdf	pdf	60b10705d96e5535e0394499	05/28/2021
Dispensing procedures	Dispensing Procedures - Delivery only - 061020.pdf	pdf	60b1077047412a35e7f000c4	05/28/2021
Maintenance of financial records	Maintaining Financial Records - Delivery - 070320.pdf	pdf	60b10771e03d9635ef5bd367	05/28/2021
Personnel policies	Personnel Policies - Delivery - 070320.pdf	pdf	60b1077270eb6e3601abd4c0	05/28/2021

Quality control and testing procedures	Quality Control and Testing - Delivery only - 061020.pdf	pdf	60b107737f6a513605329d67	05/28/2021
Record-keeping procedures	Recordkeeping Procedures - Delivery only - 061020.pdf	pdf	60b107745f6249360c04f70f	05/28/2021
A plan to obtain marijuana and marijuana products	Plan for obtaining marijuana products MDO.pdf	pdf	60b10fc21c4d833622ce7d95	05/28/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Procedures Wholesale Delivery 061421-converted.pdf	pdf	60d2616823f3f9033f371a59	06/22/2021
Energy Compliance Plan	Energy Efficiency and Conservation 061421-converted.pdf	pdf	60d261690bb484027d8b9d89	06/22/2021
Inventory procedures	Inventory Procedures - Delivery - 061421-converted.pdf	pdf	60d2616a629ad9037af1b70b	06/22/2021
A detailed plan for White Labeling	Plan for White Labeling 061421-converted.pdf	pdf	60d2616b84f3fe0296c3d64f	06/22/2021
Qualifications and training	Qualification and training - Delivery - 061421-converted.pdf	pdf	60d2616c1159b60338d49bb7	06/22/2021
Security plan	Security Plan - Delivery - 061421-converted.pdf	pdf	60d2617e7a4b3b034a67c503	06/22/2021
Storage of marijuana	Storage Plan - Delivery - 061421-converted.pdf	pdf	60d2617f8d6c3f02b7d17327	06/22/2021
Transportation of marijuana	Transportation Plan - Delivery - 061421-converted.pdf	pdf	60d2618074b6080359f6c2c3	06/22/2021
Diversity plan	Diversity Plan Clovercraft 090921.pdf	pdf	613a68c0e1409107697583cc	09/09/2021

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 9:00 PM  
Tuesday From: 8:00 AM Tuesday To: 9:00 PM  
Wednesday From: 8:00 AM Wednesday To: 9:00 PM  
Thursday From: 8:00 AM Thursday To: 9:00 PM  
Friday From: 8:00 AM Friday To: 9:00 PM  
Saturday From: 8:00 AM Saturday To: 9:00 PM  
Sunday From: 8:00 AM Sunday To: 9:00 PM

#### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

I Agree

**Notification:**

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

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

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

**AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER**

No records found

**THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION**

No documents uploaded



# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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).

## Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Clovercraft LLC

2. Name of applicant’s authorized representative:

Ezra Parzybok

3. Signature of applicant’s authorized representative:

A handwritten signature in black ink, appearing to read 'Ezra Parzybok', written over a green rectangular box.

4. Name of municipality:

Easthampton, MA

5. Name of municipality’s contracting authority or authorized representative:

Nicole LaChapelle



6. Signature of municipality's contracting authority or authorized representative:

DocuSigned by:  
*Nicole Lalchappelle*  
9353269BA652422...

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

mayor@easthamptonma.gov

8. Host community agreement execution date:

3/11/2021





STAFF PHOTO/CAROL LOLLIS

UMass junior Nat Ross is the greenhouse manager at the UMass Crop and Animal Research and Education Farm in South Deerfield.

## Farm students bond over crops

FROM C1

formulated based on demand from visitors to their CSA, local markets, grocery stores and the UMass dining commons.

The student farm also donates a large portion of its products to local hunger and relief agencies. The COVID-19 pandemic made this difficult for the preceding 2020 farm students, with donations decreasing from years past.

### Using the past to move forward

Understaffed and uncertain about the effects the pandemic would have on UMass student farm work, Amanda was conflicted when the university closed most campus operations in March 2020. "Do we just say, 'This year we're gonna put everything in cover crop and just walk away?'" Amanda remembered.

While weighing her options, Amanda found inspiration from an unusual source: a couple singing on YouTube. "It's really sweet, this husband and wife talk about being in quarantine and COVID," Amanda said. "And how they just keep going on, because what else are you gonna do?" So Amanda kept on going. "We decided [shutting down the farm for a season] was a terrible idea because we're farmers," she said, "and we wanted our students to also [know], if you can farm through this pandemic, you can do anything."

With the help and cooperation of the Center for Agriculture, Food, and the Environment (CAFE) faculty and staff, who manage and maintain the five other farm and research facilities associated with UMass Amherst, Amanda was able to plant and nurture early season produce including winter squash and potatoes in South Deerfield.

Besides these early season crops, the majority of the planting was transferred to the Agricultural Learning Center. With students sent home, Amanda, alongside farm managers Jason Dragon and Tom Mirabile and gradu-

ate teaching assistant Arthur Siller, completed the work originally planned for 14 people in four months.

"All of this was for the benefits of the students, really," Amanda said. "This is their farm."

The farm students returned in July 2020 to pick up where Amanda and company had left off.

### Passing down knowledge

A new crop of students manages the farm each year, publishing and passing down roughly 300 original pages of lessons from their work. This yearly manual includes notes on individual crops and take-aways about group dynamics.

Lucia Nicastro, a 2020 farm student, wrote, "You're not just a worker on the farm blindly taking orders, or a student in the classroom following a rigid curriculum; you are the UMass Student Farm, and its legacy is up to you and your teammates."

The 2020 student farmers passed the spade to the 2021 students, who think of previous students as "ancestors" guiding them in their growing processes, mental development and emotional resonance with their crops.

"You can go back five years and sort of see how the wealth of knowledge has been built upon by each crew," Alexeya said.

Weeks after the hike up Mount Sugarloaf, Nat and Alexeya are hard at work at the Agricultural Learning Center, the warm spring weather leading them to shed layers of clothing throughout the day.

They push wheelbarrows full of organic compost to the greenhouse and dump the earthy remnants of produce, spreading it on raised garden beds with their bare hands. Nat loves the smell.

All the farmers then gather to pull weeds around the roots of premature apple trees. The teamwork past farmers had written about, which sometimes feels abstract behind computer screens, was now in full force.

Alexeya is excited for what comes next and ready to do it as a team.



STAFF PHOTO/CAROL LOLLIS

UMass student Alexeya O'Brien hoes onions this week at the UMass Crop and Animal Research and Education Farm in South Deerfield.

## THE GREAT EXPERIMENT

# Nursing student taps into own experience to reassure patient

By JESSIE LOBOCCHIARO and BRIANNA SILVA

Kailey Kennedy Slesar, a UMass nursing student, walks into Baystate Medical Center at 7 a.m. for her six-hour pediatric clinical rotation. She is wearing a face mask made by her mother that reads, "I wear hearing aids SO SPEAK UP."

The stone building reminds her of the Hogwarts School of Witchcraft and Wizardry from "Harry Potter," but instead of a magic stairway, she takes a small elevator to the pediatric floor. She notices the distinctive hospital scent and the soft beeping of machines.

The pediatric unit is awake and filled with the voices of nurses, doctors and patients. The nurse preceptor begins giving a report on their patients for the day, but Kailey can't focus on what she's saying; the commotion in the background makes the words sound like gibberish. Kailey asks if the group can move somewhere more quiet.

"I hate feeling deaf," Kailey said. "I often feel like I am missing out on something . . . because I am so worried about hearing everything."

Clinical rotations, which provide nursing students with hands-on learning experiences in different care settings, are known for being emotionally and physically demanding, especially during the pandemic. But Kailey, who attended at least



SUBMITTED PHOTO

Kailey Kennedy Slesar.

two different clinicals a week, faces additional challenges as a deaf person who relies on lip reading.

The use of face masks has eliminated Kailey's primary method of communication with the nurses, which makes her feel alone and at a disadvantage. Although it's been difficult to adapt to mask culture, the nurses on rotation, like most of the nurses throughout Kailey's life, have been helpful and understanding.

The nurses are what make Kailey's experiences at the hospital a lot more enjoyable, and her own experience as a patient is what inspired her to connect with her own patients.

Kailey notices one of her patients is upset. Her patient just learned that they will get a PICC line, a type of catheter inserted

in the arm, due to an infection from their burst appendix. Kailey can see their fear, and she understands they are worried they will be awake during the procedure.

"No," she assures them, "you're going to be fully asleep." She remembers her own fear when her left cochlear implant was infected and she received three PICC lines over three years.

A PICC line is a long catheter inserted into an arm and threaded through a vein to provide direct access to the heart for antibiotics, medications or nutrients. Since it is an invasive procedure, all precautions are used to secure the placement of the catheter to prevent infection and decrease any risk of cardiac complication.

"I would cut knee-high socks," Kailey tells her patient, "pretty-knee high socks, to make it fun because you need to have it secure." Kailey used the socks to hold the PICC line in place and protect it. She remembers they like science so she suggests they buy some science-themed socks to spice things up.

"Go to Target or Walmart and go to the \$1 section and you can cut those socks." While her patient is still nervous, Kailey notices they've become less hesitant.

The pandemic has restricted Kailey's social world, pushing her mental and physical limits at times, but it reminds her of the reason she wanted to become a nurse: to connect with patients. That's what keeps her going.

# LEGAL NOTICES

## Legals

### MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by John Taliacifero a/k/a John Retaliation to Birch Hollow LLC, dated September 7, 2005 and recorded with the Hampshire County Registry of Deeds in Book 8428, Page 24, of which mortgage the undersigned is the present holder, and in which the mortgaged premises consist of four certain parcels of land located in Plainfield, known as Lot 3, Lot 4, Lot 6 and Lot 8 situated off Bow Street and East Street Plainfield, Massachusetts, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold commencing at Public Auction at 12:00PM on the 16th day of June 2021, at the mortgaged premises located at Lot 4 off Bow Street and East Street, Plainfield, Hampshire County, Massachusetts, all and singular the premises described in said mortgage.

To wit: Tract 1. The land, together with any improvements thereon, situated in Plainfield, Hampshire County, Massachusetts, described in said deed from Robert D. Alden ad Priscilla A. Marsh as Executors of the Will of Doris F. Alden, dated July 17, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6746, Page 228, designated as Lot #8, on a plan of land dated November 18, 1975 entitled "Plan of Land in Plainfield, Massachusetts prepared for Doris F. Alden & Ethel M. Alden" recorded in the Hampshire County Registry of Deeds in Plan Book 98, Page 93, consisting of 2.364 acres more or less.

Tract 2. The land, together with any improvements thereon, situated in Plainfield, Hampshire County, Massachusetts, described in deed from Robert D. Alden and Marianne N. Alden, dated July 17, 2002 and recorded in the Hampshire County Registry in Book 6746, Page 228, designated as Lot #6, on the aforesaid Plan, recorded in the Hampshire County Registry of Deeds in Plan Book 98, Page 93, consisting of 1.583 acres, more or less.

Tract 3. The land, together with any improvements thereon, situated in Plainfield, Hampshire County, Massachusetts, described in deed from Priscilla A. Marsh, dated July 17, 2002, and recorded in the Hampshire County Registry of Deeds in Book 6746, Page 220, designated as Lot #3, on the aforesaid Plan recorded in the Hampshire County Registry of Deeds in Plan Book 98, Page 93, containing 8.191 acres, more or less.

Tract 4. The land, together with any improvements thereon, situated in Plainfield, Hampshire County, Massachusetts described in deed from Lauren E. Gordon and Barrie Gordon dated July 16, 2002, and recorded in the Hampshire County Registry of Deeds in Book 6746, Page 222, designated as Lot #4, on the aforesaid Plan recorded in the Hampshire County Registry of Deeds in Plan Book 98, Page 93, containing 8.444 acres of land. For title see deed referenced recorded with the Hampshire County Registry of Deeds in Book 6746, Page 220, Book 6746, Page 223 and Book 6746, Page 228.

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid condominium fees, taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed. No representations express or implied are made with respect to any matter concerning the premises, which will be sold "as-is".

THE PREMISES WILL FIRST BE OFFERED FOR SALE AS SEPARATE LOTS WITH THE PUBLIC AUCTION ON ALL LOTS TAKING PLACE IMMEDIATELY THEREAFTER. THE PREMISES WILL COMMENCE AT 12:00PM AND WILL BE IN THE FOLLOWING ORDER AND EACH WILL HAPPEN ONE IMMEDIATELY AFTER THE OTHER:

1. Lot #8 will be sold first, Lot 6 will be sold 2nd; Lot 3 will be sold third, Lot 4 will be sold fourth and upon the conclusion of the sale of Lot 4 all four lots will be auctioned collectively. If the sale of the all four lots collectively is greater than the sale of all four lots individually then the premises will all be sold to the highest bidder of the collective four lots.

TERMS OF SALE: Ten Thousand and 00/100 Dollars (\$10,000.00) shall be paid in certified or bank cashier's check by the purchaser at the time and place of EACH sale, and the balance of the purchase price shall be paid by certified or bank cashier's check at the offices of Erik T. Potter, Esq., Potter MacLellan LLP, 113 Ripley Road, Cohasset, MA 02025 within thirty (30) days from the date of sale. The successful bidder of the sale of the premises shall be required to sign a Memorandum of Terms of Sale containing the above terms at the Auction Sale. The Mortgagee reserves the right to bid at sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the time and place of sale. Present Holder of Said Mortgage: Birch Hollow, LLC - c/o Erik T. Potter, Esq. Potter MacLellan, LLP 113 Ripley Road, Cohasset, MA 02025 - 617-257-7050 Dated: May 20, 2021

May 22, 29 June 5

130198

## Legals

### PUBLIC HEARING

In accordance with the Easthampton Home Rule Charter, Section 5-5 (a), notice is hereby given that the Easthampton City Council will hold a public hearing on Wed., June 2, 2021 at 6:15 p.m. to act on the proposed FY 2022 municipal operating budget. The meeting will be held remotely (instructions for watching are contained in the City Council's agenda on [www.easthamptonma.gov](http://www.easthamptonma.gov)).

Those interested in the above hearing should be present at the time and place indicated above.

Margaret Conniff, President Easthampton City Council  
130165  
May 22

## Legals

### PUBLIC HEARINGS

Notice is hereby given that the Easthampton City Council will hold the following public hearings on June 2, 2021 at 6:15 p.m. The meeting will be held remotely (instructions for watching are contained in the City Council's agenda on [www.easthamptonma.gov](http://www.easthamptonma.gov)):

**Supplemental Appropriations:**  
- \$19,701 for FY '21 worker's compensation remaining balance due  
- \$94,400 for FY '21 DPW snow removal shortfall  
- \$63,000 for Fire Dept. deputy chief funding & vehicle repairs/maintenance

For more information, email [cityclerk@easthamptonma.gov](mailto:cityclerk@easthamptonma.gov).

Margaret A. Conniff, President, Easthampton City Council  
130167  
May 22

## Legals

**CITATION ON PETITION TO CHANGE NAME Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Drive Northampton, MA 01060 (413) 586-8500 Docket No. HS21C0036CA**

In the matter of: Lucas Samuel Wooden  
A Petition to Change Name of Adult has been filed by Lucas Samuel Wooden of Northampton, MA requesting that the court enter a Decree changing their name to: Nora Anne Wooden IMPORTANT NOTICE Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampshire Probate and Family Court before 10:00 a.m. on the return day of 06/02/2021. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding. WITNESS, Hon. Linda S. Fidnick, First Justice of this Court. Date: April 27, 2021 Michael J. Carey Register of Probate  
129838  
May 22

## Legals

### OUTREACH MEETING

We are giving notice that a second Community Outreach Meeting for Clovercraft LLC DBA "Budzee" a proposed marijuana delivery operator, is scheduled for June 10, 2021, 5:30pm at our proposed location 17 East St. Easthampton, MA.

This is a small, locally-owned delivery company which will not be open to the public. There will be an opportunity for the public to ask questions at the meeting. Masks and social distancing will be observed. Please email questions to [ezparz@gmail.com](mailto:ezparz@gmail.com)  
May 22  
129792

## Legals

**INFORMAL PROBATE PUBLICATION NOTICE Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampshire Probate and Family Court 15 Atwood Drive Northampton, MA 01060 (413) 586-8500 Docket No. HS21P0266ES**

Estate of: Marshall William Payne  
Also Known As: Marshall W. Payne  
Date of Death: March 10, 2021  
To all persons interested in the above captioned estate, by Petition of Petitioner Patricia Payne of South Hadley MA & Deanne M. Rokowski of Northampton MA a Will has been admitted to informal probate. Patricia Payne of South Hadley MA & Deanne M. Rokowski of Northampton MA have been informally appointed as the Personal Representatives of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.  
May 22  
130013

## LEGAL NOTICE DEADLINES

Monday's paper ..... Friday at 9am  
Tuesday's paper ..... Friday at 4pm  
Wednesday's paper ..... Monday at Noon  
Thursday's paper ..... Tuesday at Noon  
Friday's paper ..... Wednesday at Noon  
Saturday's paper ..... Thursday at Noon

Please Recycle This Newspaper

## **Plan to Remain Compliant with Local Zoning Clovercraft**

Clovercraft LLC is located in the HB (highway business) -zoned district of the City of Easthampton and attests that it will, through its operation of a Delivery Operator establishment in the City of Easthampton, MA, follow and remain compliant with all local zoning requirements, including but not limited to the following sections of the Easthampton Zoning Bylaw:

### **USE REGULATIONS**

5.0 Applicability of Use Regulations 5.1 Permitted Uses  
5.2 Uses Subject to Other Regulations 5.3 Table of Use Regulations

#### **10.92 Application Requirements For Special Permit**

Standard application requirements for Special Permits and Site Plan Approvals

#### **10.93 Standards and Conditions**

##### **10.10.4 Place**

##### **10.10.5 Time and Manner**

10.10.5.8 Delivery Operator – Any application for a Special Permit shall include the anticipated number of vehicles operating from the location, number of employees for all operations including fulfillment, administration, and vehicle drivers shall be identified and may be conditioned as such. A copy of the Application of Intent and Management and Operations Profile submitted, to the extent permitted by law, as an integral part of the Special Permit application.

##### **10.10.7 Other (securing a Host Agreement)**

The **duration of the permits are unlimited** until a change of use and new building permit is secured at the location. No other provisions are stipulated locally.

# 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:



Clovercraft LLC  
dba Budzee  
17 East St  
Easthampton, MA 01027

To: Abutters within 300' of property and town departments:

Easthampton Town Clerk Municipal Building 50 Payson Avenue, Easthampton, MA 01027	Easthampton Planning Office Municipal Building 50 Payson Avenue, Easthampton, MA 01027	Easthampton Mayor's Office Municipal Building 50 Payson Avenue, Easthampton, MA 01027
--	---	--

May 16, 2021

Dear Easthampton town departments and abutters,

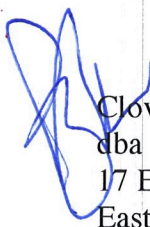
Due to delays at the Cannabis Control Commission we are giving notice of a second Community Outreach Meeting for Clovercraft LLC DBA Budzee Cannabis Delivery, a proposed marijuana delivery operator, scheduled for June 10, 2021, 5:30pm at our proposed location above. Our project remains unchanged from the first outreach meeting.

This is a small, locally-owned delivery company which will not be open to the public, will delivery pre-packaged products from small vehicles, and will have full security. There will be an opportunity for the public to ask questions at the meeting. Masks and social distancing will be observed. If you are unable to attend, please email questions to [ezparz@gmail.com](mailto:ezparz@gmail.com)

Sincerely,



Ezra Parzybok &  
Kevin Perrier  
Co-owners of Budzee

 5/10/21

Clovercraft LLC  
dba Budzee  
17 East St  
Easthampton, MA 01027

To: Abutters within 300' of property and town departments:

<p>Easthampton Town Clerk Municipal Building 50 Payson Avenue, Easthampton, MA 01027</p>	<p>Easthampton Planning Office Municipal Building 50 Payson Avenue, Easthampton, MA 01027</p>	<p>Easthampton Mayor's Office Municipal Building 50 Payson Avenue, Easthampton, MA 01027</p>
--	---	--

May 16, 2021

Dear Easthampton town departments and abutters,

Due to delays at the Cannabis Control Commission we are giving notice of a second Community Outreach Meeting for Clovercraft LLC DBA Budzee Cannabis Delivery, a proposed marijuana delivery operator, scheduled for June 10, 2021, 5:30pm at our proposed location above. Our project remains unchanged from the first outreach meeting.

This is a small, locally-owned delivery company which will not be open to the public, will delivery pre-packaged products from small vehicles, and will have full security. There will be an opportunity for the public to ask questions at the meeting. Masks and social distancing will be observed. If you are unable to attend, please email questions to [ezparz@gmail.com](mailto:ezparz@gmail.com)

Sincerely,



Ezra Parzybok &  
Kevin Perrier  
Co-owners of Budzee

## **Budzee Positive Impact Plan**

### **Introduction**

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups Positive Impact Plans are intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**

We seek to identify at 2-3 applicants for licensure in need of help and guidance who fulfill the Primary Target Group (PTG) description, and to provide the applicant direct mentor-to-mentee application and business development assistance. **This is a plan to positively impact people disproportionately harmed by cannabis prohibition and not specific ADIs. If specific ADI’s are impacted, it will be noted at time of renewal.**

The service is ongoing through direct engagement with Social Equity Applicants, Economic Empowerment Applicants, and ADI residents and is “promoted” in the following way.

- The owner of the company is a Social Equity applicant and is on an email list of over 50 SE applicants within his fellow cohort who know of and utilize his pro-bono services.
- He has listed his consulting services via the providers list within the equity portal of the CCC website.
- He lists Google ads for licensing and consulting work and positive impact plan pro bono work
- The company has “procedures and policies” to encourage full participation in the industry by the above groups (ie. to provide the same services that most well-funded applicants pay for, but for free to his fellow SE applicants) but our company will not promote the work via advertising which may look good on a renewal form but is not as efficient as working with the many SE teams with whom we are connected, and who need more services than we could possibly provide for.

### **Acknowledgements**

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

**We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter**

### **Programs:**

The *Positive Impact Program* comprises four main elements:

**Business Development** – We will provide access to consulting and ancillary services that can help applicants create and develop robust business ideas, property search, business strategy, team development, document creation, etc. for developing, permitting, and licensing their cultivation, retail, processing, and delivery businesses. This includes around the clock texting, phone calls, site visits, and with a specific **Goal of 10 hours of business development annually** will be offered.

**Local licensing and permitting** - The Positive Impact Plan will provide guidance and direct assistance in the preparation of presentation and submission materials; and advocacy for the projected business to affected communities and municipalities that require either Permitting, local licensing, or both, with the **goal of 10 hours of local help for the year.**

**State licensing** - The Positive Impact Plan will provide direct assistance in the development and preparation of business plans, host community agreements, Standard Operating Procedures, support documentation and submission of relevant license applications with a **goal of 10 hours consultation each year.**

**Compliance** - The Positive Impact Plan will help SE applicants and other PTG fulfill the following compliance support with a **goal of 20 hours assistance each year:**

- Architectural Review
- Post provisional license inspection document creation such as cash handling, alcohol and tobacco policy, eye safety plan, banking compliance, security installation compliance

**Ancillary Business Development** - If the mentee is unable to secure funding for a marijuana business (like over 95% of SE applicants) then the plan will seek to provide creative ancillary business guidance so that they may bring their skills to the industry as

ancillary professionals. For example, Ezra Parzybok, Social Equity applicant, writer of this Positive Impact Plan, fully participates in the regulated cannabis industry by providing consulting services, Positive Impact Plan implementation, and pro bono consultation to his fellow SE applicants. Ancillary work is a hustle when you're not a well-funded marijuana company- and changes day to day. Sometimes networking involves texting or a phone call from the road. Networking will take place via our offices at 17 East St, Easthampton, as well as Ezra's consulting office at 90 Conz St. Northampton and will occur 2-5 times a month.

### **Goals:**

The goal of the program is to provide PTG applicants with direct access to the same professional consulting services enjoyed by (generally) better-financed applicants. These services will provide direct assistance in the achievement of some or all of the following milestones:

- Business Plan Development (goal; completion of **one compliant business plan**)
- Support negotiation of Host Community Agreement with goal of **one HCA achieved**
- Preparation, support, presentation, and advocacy of **one Community Outreach Meeting**
- Preparation, support, presentation, and advocacy at Special Permit hearings (where applicable) with a goal of **one Special Permit achieved**
- Direct assistance in the preparation of Standard Operating Procedures for submission to the Commission with the goal of developing **one full suite of documents** to mentee for application in each license category
- Direct assistance in the preparation and collation of uploading and preparing supporting documentation for submission to the Commission (**goal of 10 hours** of MassCIPortal assistance)
- Provide PTG participants easy access to expert mentorship and counseling through individual conference calls with leading industry consultants and ancillary professionals with goal of **5 hours of conference calls**

### **Measurements and Metrics:**

- **Targeting** - Did the applicant meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described in the introduction above?
- **Milestones** - Was the applicant provided assistance in the achievement of **at least 3 of the "Goals"**, above, annually?
- **Assistance** - Was the applicant provided a goal of **10 hours of direct consulting support** annually in any or all of the four principal program elements?
- **Documentation** – annually, did the applicant receive **3 hours of guidance** or **3 material documents** or **3 email exchanges** regarding specific issues that furthered their progress in fully participating in the regulated marijuana industry?

[Examples of email exchanges and online networking/consulting with SE cohort are provided as submissions in addition to this plan.]

**BY-LAWS**  
**of**  
**Clovercraft, LLC**

**ARTICLE I**

**Articles of Organization**

The name and purposes of the corporation shall be as set forth in the Articles of Organization. These By-Laws, the powers of the corporation and its Directors and stockholders, and all matters concerning the conduct and regulation of the business of the corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended or restated.

**ARTICLE II**

**Fiscal Year**

Except as from time to time otherwise determined by the Director(s), the fiscal year of the corporation shall end each year on December 31<sup>st</sup>.

**ARTICLE III**

**Meetings of Stockholders**

**Section I. Annual Meetings.**

The annual meeting of the stockholders shall be held on the second Tuesday in March of each year (or if it be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the Board of Directors or the President. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be

specified by the Board of Directors of the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these By-Laws or otherwise all the force effect of an annual meeting.

**Section 2. Special Meetings.**

A special meeting of the stockholders may be called at any time by the president, or by majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place, and purposes of the meeting.

**Section 3. Place of Meetings.**

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as designated by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. Any adjourned session of any meeting of the stockholders shall be held at such place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as is designated in the vote of adjournment.

**Section 4. Notice of Meetings.**

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seven days before the meeting to each stockholder entitled to vote thereat and to each stockholder who is otherwise entitled by law of by the Articles of Organization to such notice, by leaving such notice with him or at his residence or

usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer or by a person designated either by the Secretary, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these By-Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

**Section 5. Quorum.**

At any meeting of the stockholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting; except that if two or more classes or series, then in the case of each such classes or series a quorum for that matter shall consist of a majority in interest of all stock of that class or series issued and outstanding; and except when a larger quorum is required by law, by the Articles of Organization or by these By-Laws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice, providing that a quorum is present at said adjourned time.

**Section 6. Action by Vote.**

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any

question other than an election to an office shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

**Section 7. Voting.**

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them or recorded according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

**Section 8. Action by Consent.**

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

**Section 9. Proxies.**

Stockholders entitled to vote may vote either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the Secretary or the person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be

executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

## **ARTICLE IV**

### **Directors**

#### **Section 1. Powers.**

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

#### **Section 2. Enumeration, Election and Term of Office.**

The Board of Directors shall consist of not less than three (3) Directors, until such time as the stockholders agree unanimously, or until the death or disability of a Director. The number of the Directors shall be as determined from time to time by the stockholders and may be enlarged by vote of a majority of the Directors then in office. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office until the next annual election of Directors and until his successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

#### **Section 3. Regular Meetings.**

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is

absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

**Section 4. Special Meetings.**

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by two or more Directors, reasonable notice thereof being given to each director by the Secretary or an Assistant Secretary, or, if there be none by the Secretary or an Assistant Secretary, by the officer or one of the Directors calling the meeting.

**Section 5. Notice.**

It shall be reasonable and sufficient notice to a Director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

**Section 6. Quorum.**

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of all of the Directors then in office. Whether or not a quorum is present any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these By-Laws.

**Section 7. Action by Consent.**

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors at a meeting.

**Section 8. Committees.**

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of

Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

## **ARTICLE V**

### **Officers and Agents**

#### **Section 1. Enumeration; Qualification.**

The officers of the corporation shall be a President, Treasurer, a Secretary, and such other officers, if any, as the incorporators at the initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion appoint. Any officer may be, but none need be a Director or stockholder. The Secretary shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amounts and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

#### **Section 2. Powers.**

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as the Directors may from time to time designate.

**Section 3. Election.**

The President, the Treasurer and the Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of the stockholders. Other officers, if any, may be elected or appointed by the Board of Directors at said meeting or at any other time.

**Section 4. Tenure.**

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, the President, the Treasurer and the Secretary shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

**Section 5. President and Vice-Presidents.**

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

Any Vice-President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

**Section 6. Treasurer and Assistant Treasurer.**

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

**Section 7. Secretary and Assistant Secretaries.**

The Secretary shall keep a record of the meetings of stockholders and directors. In the absence of the Secretary from any meeting of stockholders or directors, an Assistant Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary.

**ARTICLE VI**

**Resignations, Removals and Vacancies**

**Section 1. Resignations.**

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Secretary or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof.

**Section 2. Removals.**

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by unanimous vote of the holders of the shares entitled to vote in the election of Directors, provided that the Directors of a class elected by a particular class of stockholders may be removed only by the vote of the holders of a majority of

the shares of the particular class of stockholders entitled to vote for the election of such Directors.

The Directors may by vote of a majority of the Directors then in office remove any Director for cause.

The Director may remove any officer from office with or without assignment of cause by vote of a majority of the Directors then in office.

If cause is assigned for removal of any Director or officer such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposed to remove him.

The Directors may by unanimous vote terminate or modify the authority of any agent or employee.

Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provisions shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

### **Section 3. Vacancies.**

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from action by the stockholder may be filled by the stockholder at the same meeting at which such action was taken by them.

If the office of any officer becomes vacant, the Directors may elect or appoint a successor by unanimous vote.

Each such successor shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

## **ARTICLE VII**

### **Indemnification of Directors and Others**

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

- (a) Such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:
  - (i) by a disinterested majority of the Directors then in office; or

- (ii) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or officer; or
- (b) In the absence of action by disinterested directors or stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law. As used in this Article, the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

## **ARTICLE VIII**

### **Stock**

#### **Section 1. Stock Authorized.**

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

#### **Section 2. Issue of Authorized Unissued Capital Stock.**

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus.

#### **Section 3. Certificates of Stock.**

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the class and the designation of the series, if any, of the shares held by him. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation.

Every certificate for shares of stock subject to any restriction or transfer pursuant to the Articles of Organization, these By-Laws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction

and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

**Section 4. Transfers.**

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address.

**Section 5. Lost, Mutilated, or Destroyed Certificates.**

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

**Section 6. Transfer Agent and Registrar.**

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

**Section 7. Setting Record Date and Closing Transfer Records.**

The Board of Directors may fix in advance a time not more than sixty days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the corporation for all or any part of such sixty day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

## **ARTICLE IX**

### **Miscellaneous Provisions**

#### **Section 1. Execution of Papers.**

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

#### **Section 2. Voting of Securities.**

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

#### **Section 3. Corporate Seal.**

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

**Section 4. Corporate Records.**

The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the Incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Secretary or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereto or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

**Section 5. Evidence of Authority.**

A certificate by the Secretary or Assistant Secretary as to any matter relative to the Articles of Organization, By-Laws, records, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

**ARTICLE X**

**Amendments**

These By-Laws may be amended or repealed in whole or in part by the unanimous vote of the holders of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors by unanimous vote may make, amend or repeal the By-Laws, in

whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting.

Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

## **ARTICLE XI**

### **Repayment Arrangement**

Any payment paid to an officer of the corporation such as a salary, commission, bonus, interest, or rent, for entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his or her future compensation payments, until the amount owed to the corporation has been recovered.

**Clovercraft LLC Articles of Organization**  
State of Massachusetts

Pursuant to the laws of the state of Massachusetts governing the formation of Limited Liability Companies: Federal Identification number 04-3255379

**Article I- Name:**

The name of the Limited Liability Company is as follows: Clovercraft Unlimited LLC

**Article II- Type:**

The entity being formed is a Limited Liability Company

**Article III- Purpose:**

The purpose of the Limited Liability Company is as follows:  
To open a Marijuana Manufacturing Establishment pursuant to 935 CMR 500.000

**Article IV- Address:**

The mailing address and the street address (principle office address) for the Limited Liability Company are as follows:

Limited Liability Company Address:

The mailing address and street address (principle office address) for the Limited Liability Company are the same.

**Article V- Registered Agent Information:**

The name and address of the registered agent are as follows:

Ezra Parzybok

I, Ezra Parzybok, resident agent of the above limited liability company, consent to me appointment as a resident agent pursuant to G.K. c 156C Section 12

---

Signature of Registered Agent

**Article VI- Dissolution:**

The duration of this Limited Liability Company shall be perpetual in nature.

**Article VII- Structure:**

This limited liability company will be managed by the following individual: The name and business address of each person authorized to execute documents filed with the corporation division are as follows:

Ezra Parzybok, Owner

**Article VIII- Effective Date:**

The effective date of this Articles of Organization; August 20, 2021

**Execution:**

Signature of Organizer:

---

Printed Name of organizer:

Ezra Parzybok

Title of Organizer:

Owner/Partner

## Insurance Proposal

Tuesday, July 14, 2020

Prepared for: **Clovercraft, LLC**

Policy Period: **7/18/2020** to **7/18/2021**

Thank you for your submission! We are excited to inform you that we have secured a quote for the above captioned insured.

**Please read the attached quote carefully to confirm coverage is as requested.**

Total Policy Cost: **\$4,740.00**  
Carrier: **Knight Specialty Insurance Company**

Agency: **Tony Carastro**

**This policy must be PAID IN FULL at inception.**

**The following information is required in order to bind coverage:**

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Three years of company loss runs. If the applicant has had no prior insurance (New Venture), a signed No Known Loss Letter is required.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the **KSI 30 11 10 18 Product Liability Mid-Year Audit** form must be completed.
7. If Product Withdrawal was selected, the **KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal** form must be completed.

SafeHerb is 100% focused on the Cannabis industry. Our goal is to cultivate partnerships by providing tailored, comprehensive risk solutions for the THC and Hemp industry with a superior level of expertise and service. Please let us know if there is anything we can do to help you choose SafeHerb.

Sincerely,

Scott Fowler  
Underwriter/Marketing  
SafeHerb, LLC  
816-251-1643



### Policy Quote

Effective Date: 7/18/2020 TO 7/18/2021  
 Agent: Tony Carastro

Insured: Clovercraft, LLC Quote Date: 7/14/2020  
 State of Operation: MA Quote Expiration: 8/13/2020

PREMIUM BREAKDOWN:							
	Premium	SLT Rate	Tax Amount	Stamping Fee	Stamp Amount	Handling Fee	Total Cost
General Liability	\$ 1,000	4.00%	\$ 40.00	0.00%	\$ -	\$ 500	\$ 1,540.00
Products Liability	\$ 2,000	4.00%	\$ 80.00	0.00%	\$ -	\$ 500	\$ 2,580.00
Property	\$ 500	4.00%	\$ 20.00	0.00%	\$ -	\$ 500	\$ 1,020.00
Cargo	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	\$ -
						Safety/Loss Advisory Visit Fee	\$ 850.00
<b>Total:</b>	<b>\$ 3,500</b>		<b>\$ 140.00</b>		<b>\$ -</b>	<b>\$ 1,500</b>	<b>\$ 5,990.00</b>

LOC , BLG **Scheduled Locations**

1 , 1	Delivery 30 Norwood Ave. , Florence , MA
-------	---



Proud Member of



**COVERAGE BREAKDOWN:**

General Liability - Premise		Knight Specialty Insurance Company		
Occurrence Form	Coverage Limits	Premium	Rating	
Each Occurrence	\$ 1,000,000		Sales	\$ 500,000
General Aggregate	\$ 2,000,000			
Personal & Advertising Injury	\$ 1,000,000			
Damage to Premises Rented to You	\$ 100,000	\$ -		
Medical Payments		Excluded		
Hired and Non-Owned Auto Endorsement		Excluded		
Additional Insured		\$ -		
Waiver of Subrogation		\$ -		
Primary Wording		\$ -		
Premise Deductible - BI/PD	\$2,500			

Products Liability		Knight Specialty Insurance Company		
Claims Made Form	Coverage Limits	Premium	Rating	
Each Claim/Policy Term Aggregate	\$1M / \$2M		Sales	Non-Accessories
PL -Deductible	\$2,500		(Per Claim)	\$ 500,000
<b>Endorsements</b>				
Product Withdrawal	\$ 100,000			Accessories
PW -Deductible	\$ 5,000 (Per Claim)			\$ -
Retro Active Period	Date: Inception			
Vendor AI Certificate	Not Covered			
Vendor AI Blanket	Not Covered			

Commercial Property		Knight Specialty Insurance Company		
Coverage Extension Tier:	None	Coverage Limits	Premium	Rating
Building		\$ -		TIV RC, 80% Coinsurance
Tenant's Improvements		\$ -		TIV RC, 80% Coinsurance
Business Personal Property		\$ -		TIV RC, 80% Coinsurance
Cannabis Equipment/Tools		\$ -		TIV RC, 80% Coinsurance
Cannabis Inventory/Finished Stock		\$ 10,000		TIV RC, 80% Coinsurance
Indoor Crop		\$ -		TIV RC, 80% Coinsurance
Business Income		\$ 50,000		TIV AV
Property Deductible		\$ 2,500 (Per Occurrence)		
Wind/Hail Deductible		\$ - (Per Occurrence)		

AV= Agreed Value RC= Replacement Cost  
\$ -

Commercial Property Endorsement (Fully Earned)		None
<b>Blanket Coverages</b>	<b>Accounts Receivable</b>	
	<b>Debris Removal Increased Limit</b>	\$ -
	<b>Personal Effects and Property of Others</b>	
	<b>Valuable Papers and Records</b>	
	Refrigerated Goods Spoilage	\$ -
	Back Up of Sewer/Braid & Seepage	\$ -
	Brands and Labels	\$ -
	Computers and Computerized Equipment	\$ -
	Computer Fraud	\$ -
	Electronic Data	\$ -
	Electrical Injury/Utility Services	\$ -
	Employee Dishonesty	\$ -
	Extra Expense	\$ -
	Fine Arts	\$ -
	Fire Department Service Charge	\$ -
	Fire Protection Equipment Recharge	\$ -
	Forgery and Alteration	\$ -
	Money and Securities	\$ -
<b>Newly Acquired or Constructed Property</b>	<b>Building</b>	<b>0</b>
	<b>Personal Property</b>	\$ -
<i>Ordinance or Law Coverages</i>	<i>Loss to Undamaged Portion of the Building</i>	\$ -
	<i>Demolition</i>	\$ -
	<i>Increased Cost of Construction</i>	\$ -
	<i>Outdoor Property</i>	\$ -
	<i>Premises Boundary Increased Distance</i>	\$ -
	<i>Preservation of Property</i>	\$ -
	<i>Replacement Cost Optional Coverage - Redefined</i>	\$ -
	<i>Trees, Shrubs and Plants</i>	\$ -
These apply only when the Business Income or Extra Expense Coverage Forms are a part of this policy.	Extended Business Income Increased Time Period	No Increase
	Newly Acquired Locations Increased Limits	No Increase
	Utility Services	\$ -
	Premises Boundary Increased Distance	\$ -

Equipment Breakdown		Knight Specialty Insurance Company	
	Coverage Limits	Premium	
Equipment Breakdown Coverage	\$ -		
Spoilage Limit	\$ -		
Business Interruption Limit	\$ -		
Deductible	\$ 2,500		

Cargo		Knight Specialty Insurance Company		
	Coverage Limits	Premium	Rating	
Cannabis Cargo	\$ -		Vehicles	
Cash/Securities	\$ -			
Deductible	\$ -			

**Coverage Forms**

Form #	Description
	<b><u>Interline</u></b>
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion of Certified Acts of Terrorism
KSI 01 00 10 18	Additional Exclusions, Terms, and Conditions
KSI 01 02 10 18	Surplus Lines Disclosures
	<b><u>Property</u></b>
CP DS 00 10 00	Commercial Property Declarations
CP 00 90 07 88	Commercial Property Conditions
KSI 20 01 10 18	Building and Personal Property Coverage Form
KSI 20 02 10 18	Business Income (and Extra Expense) Coverage Form
CP 10 30 10 12	Property Causes of Loss -Special Form
KSI 20 03 10 18	Additional Exclusions, Terms, and Conditions Cannabis Business Property
KSI 20 04 10 18	Exclusion -All Pesticides, Pest, and Bugs, Virus, or Fungal Disease
KSI 20 05 10 18	Limitation of Liability Endorsement
KSI 20 06 10 18	Locked Vehicle Warranty
KSI 20 10 10 18	Aluminum Wiring Exclusion
KSI 20 11 10 18	Roofs Over 10 Years Old
KSI 20 12 10 18	Track and Trace Warranty
<del>KSI-20-14-02-20</del>	<del>Equipment Breakdown Coverage Form</del>
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 32 08 08	Water Exclusion Endorsement
CP 12 11 10 00	Burglary and Robbery Protective Safeguards
	<b><u>CGL -Premise Liability</u></b>
KSI 10 00 10 18	Commercial General Liability Declarations Page
KSI 10 03 10 18	Common Policy Conditions
KSI 10 01 09 19	Commercial General Liability Coverage Form
KSI 10 02 10 18	Additional Exclusion, Terms, Conditions, Warranties Cannabis Business Liability
KSI 10 06 10 18	Absolute Weapons Exclusion
<del>KSI-10-07-10-18</del>	<del>Sublimit of Assault &amp; Battery</del>
KSI 10 08 10 18	Animals Exclusion
KSI 10 09 10 18	Residential Occupancy Exclusion
KSI 10 10 10 18	Employees of Independent Contractors Exclusion
	<b><u>Products Liability</u></b>
KSI 30 00 10 18	Product Liability Declarations Page
KSI 30 01 04 20	Products/Completed Operations Liability Claims Made and Reported Insurance
KSI 30 04 10 18	Minimum Earned Premium Endorsement
KSI 30 05 10 18	Short Rate Cancellation Table
KSI 30 06 04 20	Specified Products Exclusion
KSI 30 07 10 18	Service of Suite Clause
KSI 30 10 10 18	Online Sales Limitation - Intrastate Only
KSI 30 11 10 18	Product Liability Mid-Year Audit Requirements
KSI 30 12 10 18	Products/Completed Operations Defense Cost Limitation Endorsement
KSI 30 13 10 18	Proposition 65 Warnings Exclusion
KSI 30 14 10 18	Seepage and/or Pollution and/or Contamination Exclusion
KSI 30 15 10 18	Additional Exclusions Endorsement
KSI 30 17 10 18	Limited Product Withdrawal Expense Endorsement
KSI 30 18 10 18	Duties in the Event of a Claim or Suite or a Defect or Product Withdrawal

**NOTE:** This proposal does not convey any insurance and is not a binder of insurance. This proposal is an estimated premium indication for the stated coverages. It may be revised to reflect additional information provided to us and may be subject to adjustment due to audit. The proposal is intended to be accepted or rejected in its entirety, or you may work with your agent to request changes. Certain coverages, terms, conditions, perils or limits requested may not be included in this proposal. **Premium indications are valid for 30 days from the date of the proposal.** Insurance products are provided by Knight Specialty Insurance Company. All changes must be made in writing and will require approval by SafeHerb.



**Terms and Conditions**

1. This Quotation must be delivered to the client prior to binding coverage.
2. This Quotation is based on the underwriting information in your application or provided by you. The terms being offered may not be the same or as broad as requested in your application. Please review this quotation carefully and advise us if you have any questions.
3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This quotation can be withdrawn any time prior to binding.
4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may effect coverage.
5. This quotation is conditioned upon the payment of all outstanding premiums for all policies.
6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. Failure to cooperate by the applicant may effect coverage.

**Subjectivities**

This Quotation is subject to receipt, review and acceptance of the following items prior to binding:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Please provide a signed no loss statement.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the KSI 30 11 10 18 Product Liability Mid-Year Audit form must be completed.
7. If Product Withdrawal was selected, the KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal form must be completed.

**REQUEST TO BIND**

**Request to Bind:** The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

**Required Notification of Any Changes:** The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify SafeHerb of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

**Applicant Warranty:** The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided. This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

Applicant Name: \_\_\_\_\_

Signed By: \_\_\_\_\_  
(Please type or print name and title)

Signature: \_\_\_\_\_  
(Must be signed and dated by Principal or Officer of Applicant)

Date: \_\_\_\_\_

# **Business Plan Clovercraft LLC, dba Budzee**

# Table of Contents

1. Summary.....	3
2. Project Overview.....	5
2.1 Introduction.....	5
2.2 Company Ownership.....	5
2.3 Legal Counsel.....	5
3. Products.....	5
3.1 Product Description.....	5
4. The Market.....	6
4.1 Market Overview.....	6
4.2 Target Market.....	6
5. Competition.....	8
5.1 Competitive Landscape.....	8
5.2 Direct Competition.....	8
5.3 Competitive Advantages.....	8
6. Strategy and Execution.....	8
6.1 Summary.....	8
6.2 Marketing Strategy.....	8
6.3 Sales Strategy.....	12
6.4 Implementation Strategy.....	12
7. Management and Staff.....	13
7.1 Personnel plan.....	13
8. Financials.....	13
8.1 Financial Assumptions.....	13

# 1. Summary

## Business Overview

- Massachusetts registered home delivery service “Marijuana Delivery Operator.”
- Providing home delivery services to Massachusetts consumers 21+ based in Easthampton, MA.
- Gross revenues are projected to be \$1.3M in year one, climbing to \$1.4M in years two and three.
- Clovercraft is privately funded and will require approximately \$266,400 for start up which includes buildout and app (POS) development
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

**Overview:** **Clovercraft LLC** (*Clovercraft*) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal home delivery cannabis products. Clovercraft offices will be located in the City of Easthampton. All vehicles will be equipped, stored, and operated in full compliance with all state and local regulations.

*Clovercraft* will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics but targeting the mature, middle-income bracket of working men and women who want to order in the morning and receive their delivery after work. We will be supplying select cannabis products of both our own white label and from among the best that Massachusetts cultivators and manufacturers have to offer - focusing on a wide range of suppliers, including small, craft-brand companies where possible.

*Clovercraft* will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market as marijuana companies will face stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivator and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where *Clovercraft* intends to play, initially.

**Competition:** The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. Clovercraft will undoubtedly see competition from other MDOs. It is evident that medical marijuana growers, confronted by the project slump of the medical niche in favor of the recreational market, will rapidly make their product available to MDOs or open recreational retail stores of their own.

These services are intended to build market awareness of the *Clovercraft* brand, highlight the quality of our products, and encourage community objectives that reflect with which Clovercraft’s wishes to be associated.

**Price/Profitability Projections:** It’s important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the

Cannabis Benchmarks. The above study suggests the following: Weekdays an average of 24 customers per hour (cph). Weekends an average of 35 cph. The average purchase per customer is estimated to be \$71.00.

**Risk/Opportunity:** The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will involve community activities as well as consultative participation in cannabis educational seminars.

**Capital Requirements:** The capital requirements for *Clovercraft* to execute this business plan are approximately **\$235,400** including working capital and a further **\$57,300** (including inventory) of permitting costs for the first year of operations.

The Company will allocate the invested capital to the following:

Construction, Fit-out, and operations	91,400
Permits, Consulting, Licensing, and, Applications	57,300
Production and Retail Equipment	94,000
Working Capital	50,000
<b>TOTAL</b>	<b>292,700</b>

**Financial Snapshot:**

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Retail Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
<b>TOTAL REVENUE</b>	<b>3,802,408</b>	<b>4,888,810</b>	<b>5,238,928</b>	<b>5,396,096</b>	<b>5,557,979</b>
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
<b>Estimated net income</b>	<b>408,297</b>	<b>995,846</b>	<b>1,091,126</b>	<b>1,124,160</b>	<b>1,158,185</b>

**Keys to Success:**

- Licensing
- Build-out
- Community outreach, training, and engagement

- Effective management of funding and working capital

## 2. Project Overview

### 2.1 Introduction

The *Clovercraft* will be located on the fourth floor of 41 Strong Ave, conveniently co-located in the same building as two of Northampton's most popular restaurants. *Clovercraft* will sell a range of cannabis flower, tinctures, vape pens, edibles, confectionary, and topicals. All products will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

### 2.2 Company Ownership

Clovercraft, LLC is wholly owned by Ezra Parzybok, Kevin Perrier, and Volkan Polatol.

### 2.3 Legal Counsel

#### **Michael D. Cutler**

Michael D. Cutler has practiced law in Massachusetts for more than 35 years, focusing on criminal defense, civil litigation, and state and municipal administrative proceedings. He has served as a town planning board member evaluating applications for real estate development permits; he has represented applicants seeking such permits and others, including liquor licenses. He is state-certified to represent prisoners and patients in state criminal post-conviction and mental health proceedings, to train and re-certify private lawyers who accept such appointments, and is state-certified to represent prisoners, convicted of murder at trial, in post-conviction proceedings in state and federal court. As a 20-year member of the National Legal Committee of NORML, Attorney Cutler is well connected with colleagues in states that protect medical marijuana.

#### **Richard M. Evans**

Richard M. Evans has practiced law in Western Massachusetts for over 35 years, concentrating in the representation of non-profit state and regional land conservation organizations. As a Main Street practitioner, he has represented many business owners, buyers and sellers of neighboring state overcoming the threat of federal interference.

## 3. Products

### 3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular drug, second only to alcohol and nicotine. *Clovercraft* will offer a range of edible, topical, and cannabis extract products from strains across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. *Clovercraft* will carefully select only the superior current and future stars of the cannabis constellation.

*Clovercraft* will offer the following product classes for sale through our delivery vehicles:

**THC-Infused Edibles** – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Clovercraft* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.

**Flower** - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standard, pre-packaged, and weighed portions that help preserve freshness, quality, and flavor up to and beyond at the time of sale.

**Topicals** – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.

**Other Products** – While our core products will be those listed above, *Clovercraft* fully intends to offer a number of cutting-edge products and will, by carefully studying available opportunities, offer an election of exceptional products offered by the top manufacturers.

## 4. The Market

### 4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

### 4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

*Clovercraft's* high-end licensed delivery company will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

## 5. Competition

### 5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

### 5.2 Direct Competition

The direct competition for *Clovercraft* will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, *Clovercraft* feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of *Clovercraft*.

### 5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive retail experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

## 6. Strategy and Execution

### 6.1 Summary

*Clovercraft* will be recognized as a cannabis retailer that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. *Clovercraft* will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

### 6.2 Marketing Strategy

**Value Proposition** - *Clovercraft* will offer for retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience.

Our high-quality cannabis products will be created by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the

cannabis plant. *Clovercraft* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize *Clovercraft* as a brand retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

*Clovercraft* customers, together with *Clovercraft*, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means from support to sponsorship.

**Product Differentiation** - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end-product.

*Clovercraft's* core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will also eliminate extraneous odors.

*Clovercraft's* ensures that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

**Direct marketing through our retail drivers** – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

**State, regional, and locally focused advertising and advertorials** – The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term.

As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising lacking for the more discerning or sophisticated demographic,

**Price point** - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most

vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

**Promotion** - The *Clovercraft* Brand and products will be promoted through the following means:

**Branding through product appearance and packaging** – *Clovercraft* products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

**Customer engagement through community support activities** – *Clovercraft* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Clovercraft* customers' values to the local community while reinforcing the *Clovercraft* brand.

**Direct advertising** – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available from our retail sellers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

*2021 Clovercraft* will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

**Customer Service Excellence** - *Clovercraft* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Clovercraft* team must strive to act as individual brand ambassadors at all times.

**Sales and Marketing Relationship:** As a retail vendor of cannabis products *Clovercraft* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store and/or our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view *Clovercraft* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view *Clovercraft* as a responsible, mindful supplier of high-quality cannabis products that meets their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

**Marketing Objectives:** To persuade consumers that our brand and products represent qualities and features that they desire.

**Market Channels** - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs as well as delivery. The location, presence, and licensing status of these establishments are publicly available through a single online source.

Regulations effectively preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Clovercraft* will sell its products solely through our licensed retail delivery cannabis establishment.

**Educational activities** – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities. *Clovercraft* has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos.

Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry – An introduction to entrepreneurship in the industry.

**Community informational activities** – The *Clovercraft* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Clovercraft* to partner in activities that help us

- Persuade consumers that our brand and product fit well with their consumption patterns, lifestyle and self-image.
- Engage consumers in our community supportive marketing efforts.
- Satisfy and exceed customer service expectations.

**Retail Target Market** - The traditional thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. *Clovercraft* aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market.

- **Consumers over 40 years old** – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
- **Adult female consumers** – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.
- **Independent medical consumers** – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use cannabis. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek them and new medical consumers who prefer to explore the benefits of cannabis through anecdotal advice or recommendations, will possibly do so through retail outlets rather than medical dispensaries.

## 6.3 Sales Strategy

### Target Sales Market

As a wholesale and retail delivery sales operation, our primary target sales market must be the current and potential adult consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 34 medical cannabis outlets in the state, most of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Commission, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2021, 85 adult-use cannabis retail outlets will have received provisional licenses, with a further 114 retail store applications pending. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.

## 6.4 Implementation Strategy

### Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The *Clovercraft* business plan demonstrates a need for **\$235,400** in capital expenditure for space preparation, fit-out, systems, and equipment, and a further **\$57,300** to meet initial licensing needs, and the establishment of a strategic reserve totaling **\$250,000** during the first twelve months of operation. These initial funds are readily available and privately funded.

### License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state relevant will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

### Construction, Fit-out, and Systems Acquisition

The *Clovercraft* facility will be constructed, installed and commissioned under the supervision of an architect.

### Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

## 7. Management and Staff

The proper management of all aspects of the proposed project is crucial to the success of *Clovercraft*. We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The principal owners and operators will be:

**Ezra Parzybok:** Compliance and marijuana education

**Kevin Perrier:** CEO and logistics

**Volkan Polatol:** Staff training, sales channels, marketing

### 7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 7 full-time employees with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of *Clovercraft* and the city of Northampton.

## 8. Financials

### 8.1 Financial Assumptions

The appended pro forma financial statements are based upon the following financial assumptions:

- Conservative sales estimates – Sales are estimated using average spend x average customer flow for a similarly-sized MMJ dispensary (an average of several states).
- General costs and salaries are estimated to increase 3%, year-on-year.
- COGS are estimated by primary product types.

Clovercraft LLC  
17 East St.  
Easthampton, MA

June 15,2021

Plan for insurance; the below insurance companies can provide general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and vehicle 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 shall be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.

Tony Carastro; Cannabis Insurance Consultants, [tony@carastroins.com](mailto:tony@carastroins.com)  
Borawski Insurance, Northampton, MA [www.borawskiinsurance.com](http://www.borawskiinsurance.com)  
SafeHerb 155 Franklin Road, Suite 200 Brentwood, TN 37027

Clovercraft shall comply with all regulations for Record Keeping as outlined in 935 CMR 500.105, and all records of the Establishment shall be maintained and made available for inspection upon request by the Commission, other lawful regulatory agency, or authorized third-party auditors.

The Company shall maintain books, financial records, and other compilations of data pertaining to all financial transactions of the establishment in accordance with standard accounting practices and all applicable State regulations. Written records shall be kept on file and backed up electronically on-site and to cloud storage in accordance with the Company Record Keeping Procedures.

The following business records shall be maintained:

- Assets and liabilities
- Monetary transactions
- Books of accounts
- Sales records, and
- Salary and wages paid to each employee.

All required records shall be kept for a period of at least seven (7) years and made available upon request by the CCC, DOR, other lawful regulatory agency, or any authorized independent financial auditor. Following closure of the Establishment, all records shall be kept for at least two years at the expense of Clovercraft and in a form and location acceptable to the Commission.

**RECORDING SALES:** Clovercraft will utilize a computerized Point Of Sale system approved by the Commission and DOR, and which is compatible with the Establishment's third-party inventory tracking software that allows for real-time interface with the State METRC monitoring system for all seed-to-sale tracking. Clovercraft will make available all equipment and software for inspection by the Commission and/or DOR for the purposes of ensuring compliance with all MA laws and regulations.

Clovercraft shall not utilize any software or other methods for the purpose of manipulating or altering sales data, and shall conduct monthly analysis of all equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been utilized to alter sales data. Records of all monthly analysis shall be maintained in accordance with Company Record Keeping Protocol and made available to the Commission upon request.

In the event that software has been installed, or any other methodology has been implemented, for the purposes of manipulating or altering sales data, the Commission shall be immediately notified and Clovercraft will cooperate with the Commission and any other agency in any subsequent investigation(s) and/or take any other such action as directed by the Commission to comply with 935 CMR 500.105.

All records related to the Retail Sales of the establishment shall be kept in accordance with the Company Record Keeping Protocol and in full compliance with 830 CMR 62C.25.1 Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. All records shall be made available to the Commission and/or DOR upon request.

Handling of Confidential Information: Clovercraft will implement protocol to protect confidential information for all company personnel and customers that complies with all State laws and regulations. These protocols include but may not be limited to:

1. Control Access: Digital information containing sensitive data will be protected by secure password, firewall, and encryption.
2. Lockable Document Storage: All paper files and documents containing sensitive information shall be securely stored in lockable storage cabinets within the Company corporate headquarters.
3. Document Shredding: Any documents containing sensitive information that are no longer needed on-file within the establishment shall be shredded and disposed of.
4. Employee Training: All Clovercraft employees shall receive sufficient training on maintaining data confidentiality regarding both fellow employees and customers

These Personnel Policies to be considered in conjunction with the Company Staffing & Training Plan. A comprehensive Employee Handbook shall be developed to detail all personnel policies to be distributed to all Clovercraft employees upon hire at Company Orientation.

Recordkeeping. Personnel Records of our Marijuana Establishment must be available for inspection by the Commission, on request. Personnel records shall be securely and confidentially maintained in either a password-protected electronic format, or in a locked, secured storage space if in physical format. These personnel records shall include:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

## **SUMMARY PERSONNEL POLICIES**

Clovercraft shall comply with the US Department of Labor's Fair Labor Standards Act and any other local, State, or Federal laws and regulations.

**EMPLOYMENT-AT-WILL:** All employees of Clovercraft below the C-Suite Executive level will be Employment-At-Will. Employment may be terminated at any time by the Company or the Employee.

**PRIORITY HIRING & PROMOTIONS:** Clovercraft will grant priority hiring status to established Massachusetts residents, particularly those residing in Plymouth, and will be working to provide job opportunities to those demographics specifically stated by the Commission in the regulations

as areas of disproportionate impact and as detailed in the Company Positive Impact Plan and the Diversity Plan. Clovercraft shall give priority application status for new hires, as well as priority status for company promotions, to applicants & employees from those listed demographics, however, these factors shall not be determinative and shall not prevent the Company from hiring the most qualified applicants and complying with all Massachusetts anti-discrimination and employment laws.

**ACCOMODATIONS FOR DIFFERING ABILITIES:** Clovercraft is committed to complying with or exceeding expectations in the Americans with Disabilities Act and any local, state, and federal laws prohibiting discrimination in employment against qualified individuals with differing abilities. The Company will strive to provide reasonable accommodations requested by any employee with a disability who is otherwise able to perform essential functions of their job, or to provide adequate alternative accommodations (so long as that accommodation does not result in undue hardship on the Company, or pose a threat to the health and/or safety of the employee or coworkers).

**STATE REGISTRATION of MARIJUANA ESTABLISHMENT AGENTS:** All employees of Clovercraft shall meet suitability requirements outlined in the State regulations, including all background checks and CORI as required by the Commission, and shall before employment start date be registered as a Marijuana Establishment Agent. All agent registrations shall be renewed annually. No employee shall be permitted to work without having a valid Agent Registration Card.

**COMPANY TRAINING:** All registered marijuana establishment agents under Clovercraft employ will be required to complete all necessary trainings related to job functions prior to beginning work on the floor, and training shall be tailored to the roles & responsibilities of each specific job function. At time of hire all employees will receive an Clovercraft employee handbook and be required attend a company orientation to cover all aspects of the employee handbook, individual employee expectations, details on security and compliance, and will receive on-site facility training for specific positions. Clovercraft employees will be required to attend approximately 40 hours of training, which will include important Company operational information and procedures, as well as a core-curriculum of Cannabis Education seminars tailored toward creating a safe, compliant facility with the most knowledgeable staff in the MA cannabis industry. All employees will receive a minimum of 8 hours of on-going training annually to remain current with all advancements in State regulations, SOR policy, cannabis science and the evolving market, facility operations, and job site safety.

**STATE CERTIFICATIONS:** Employees will be required to undergo and pass any & all State-mandated certification training classes for job safety and equipment operation, and where applicable, will undergo state certifications for the safe handling of food and/or the application of fertilizers and pesticides, and will maintain annual trainings and re-certifications.

**RESPONSIBLE VENDOR:** At such time that State-certified “Responsible Vendor Training” comes on-line, all owners, managers, and employees will be required to successfully complete such training. All new hires will be required to attend and successfully complete the Responsible Vendor Training, in compliance with the “Certification Training Program Standards” and to include at minimum the “Certification Training Class Core Curriculum” within 90 days of start date, and all employees will be required to attend and successfully complete the Responsible Vendor Training on a yearly basis thereafter.

**UNIFORMS & ID BADGES:** All registered agent employees will wear clearly identifiable Clovercraft uniforms during all shifts, and will be required to wear a photo-ID agent badge at all times while on shift. All employees will also be required to be in possession of the State-issued Agent Registration Card at all times while on shift. Uniforms shall be kept clean and generally free from wrinkles, stains, rips or tears. When not on shift, employees should make a best-faith effort to keep all uniforms and agent badges securely stored so as to prevent theft; loss or theft of any uniform or badges shall be reported to Company management immediately, and an Incident Report will be filed with the CCC.

Uniforms or any other clothing bearing the Clovercraft logo shall not be worn in public outside of the facility or other lawful event except for the actual time it takes the employee to travel to and from their work shift and in which case the uniform must be sufficiently covered to fully conceal any Clovercraft logos.

All employees shall wear closed-toe shoes with sufficient traction to prevent slipping and allows for comfort & support for extended periods of standing and moving.

**EMPLOYEE SAFETY:** All employees shall be sufficiently trained at hire in all State-mandated safety protocol and/or the operation of any equipment and machinery as is related to job functions, and will receive annual update trainings. Facility shall be designed and safety procedures implemented to prevent employee injury or unnecessary employee strain that may lead to injury. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all safety and health regulations and any other specific job-related safety concerns. Employees are required to report any accident, job-related injury, or any other such incident to their supervisor immediately. Engaging in any behavior that fails to comply with company safety policies or any laws and regulations, and/or that directly or indirectly causes hazardous conditions or otherwise places persons or property at risk, shall be subject to immediate Corrective Action.

Employees shall be provided with protective garments, gloves, and eyewear for the safe handling of any fertilizers and cleaning agents, as well as vision protection for working beneath high powered artificial grow lighting and/or UV sterilization equipment. Respirators and dust masks will be made available as needed. Emergency eyewash stations will be provided in work areas.

**PERSONAL HYGIENE & CLEANLINESS:** All Clovercraft employees will be required to maintain a sufficient level of personal hygiene and cleanliness so as not to compromise the safety and quality of the cannabis products worked with. All employees will be required to

conform to certain sanitary practices while on duty including but not limited to washing hands thoroughly and sanitizing prior to starting work and at any time that hands may become contaminated. Employees will be encouraged to use best practices to limit personal contamination of cannabis products. Employees should appear presentable and ready to represent Clovercraft professionally to our guests.

**PUNCTUALITY & ATTENDANCE:** All Clovercraft employees will be required to arrive for their shifts on-time and as scheduled, in uniform and with all required identification, and work all shifts as scheduled. Staff schedules can be flexible and tailor-arranged with management as needed, but staff will be expected to work weekdays, weekends, and some holidays. Eligible employees will receive benefits of Vacation Time, Medical Leave, and Personal Days. Employees will be required to coordinate in advance with scheduling Management to formally request a specific day(s) off or for vacation time. Periods of extended leave for medical or other personal reasons shall be coordinated between the employee, scheduling Management, and the Human Resources department. Sick time may be used at any time in the case of an emergency or sudden onset of illness. Any absences due to illness or injury that qualify under the Family and Medical Leave Act shall not count against the employee's attendance (medical documentation may be required).

Patterns or excessive occurrences of absenteeism or tardiness may result in Corrective Action. Failure to appear for a scheduled shift without prior arrangement or calling-in to report the absenteeism shall be considered a "No-Call No-Show" and will result in immediate Corrective Action, including possible termination. Three consecutive shifts of No-Call No-Show shall be considered job abandonment and the employee's voluntary resignation of employment.

**CELL PHONES:** Cell Phones will not be permitted within the Clovercraft Retail facility. All employees will be required to leave phones stored in employee lockers or in the employee's vehicle. At absolutely no time may pictures, video, live streams, or any other such recording be taken of the interior workings of the facility where cannabis is stored, dispensed, or otherwise handled.

**PROFESSIONALISM:** Clovercraft expects respectful communication, cooperation, teamwork, and full participation from all employees. Every employee will have the responsibility to treat others with dignity and respect at all times, and for that level of professionalism to be exhibited during all work hours, at work functions, at industry events, and at any other time that the employee may be directly or indirectly representing the Company. Employees are prohibited from making public statements about Clovercraft, Company Policy, Management, other employees, customers, or any other licensed cannabis establishment that is derogatory or defamatory in nature. This policy applies to any employee's Social Media posts.

Clovercraft is committed to cultivating a culture of diversity and inclusion in the Cannabis Industry. We will hold a Zero-Tolerance policy for behavior that is considered discriminatory or bullying based on Race, Nationality, Religion, Gender, Identity, Sexual Orientation, Age, or Differing Ability. Clovercraft will hold a Zero-Tolerance policy for behavior that is considered Sexual Harassment or Assault. Clovercraft has a Zero-Tolerance policy for any work-place

Violence or threat of violence toward other employees, vendors, and/or customers. Any employee positively identified in the engagement of any such behaviors shall be subject to immediate Corrective Action, including potential termination of employment.

**EMPLOYEE RELATIONSHIPS:** Clovercraft employees will be required to adhere to a strict code of conduct regarding inter-personal relationships while on shift, providing for a work environment where employees maintain clear boundaries between personal and business interactions in order to effectively conduct all job functions and enhance productivity. While nothing in this policy prevents friendships or romantic relationships between co-workers, or the hiring of immediate family members, employees in managerial roles may present a Conflict of Interest if romantically involved with or immediately related to any employee under which there is a direct-reporting relationship. No part of this policy shall preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute.

**CONFLICTS OF INTEREST:** Clovercraft employees shall be permitted to be gainfully employed in addition to and outside of Clovercraft so long as there is not Conflict of Interest, such as but not limited to:

- Employment with or Consultant to an Clovercraft competitor or potential competitor, supplier, or contactor;
- Serving as a Board member for another licensed Cannabis establishment;
- Owning or having controlling interest in any other licensed Cannabis establishment or in any company actively pursuing State licensing for a Cannabis establishment;
- Working for, consulting for, or serving as a Board member for any company involved with the State Responsible Vendor Program;
- Any other position or activity that may impair, or seem to impair, the employee's ability to make objective and fair decisions when performing their jobs.

No employee shall accept any gifts, discounts, services, or favors from any customer, supplier, vendor, or competitor unless such promotion was made available to all Company employees and as authorized by Management.

**SOCIAL MEDIA:** Employees are asked to keep their professional and personal lives as separate as possible in regards to public Social Media postings, and to exercise caution when sharing any information related to the Company. Employees may share official Clovercraft Social Media posts or links to the Clovercraft website, but are prohibited from making any social media posts that make statements implying the individual speaks on behalf of or in any other way claims to represent Clovercraft without express authorization by the Company. Employees may not post, comment, or otherwise publicly speak to any Clovercraft prices, policy, plan, protocol, or procedure. Any post made about any Clovercraft product or other job-related matters must expressly state that it is the employee's sole opinion and does not represent the views of the Company. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording of any part of the facility or cannabis plants or products in any stage of processing or manufacturing, storage, or distribution. Employees are expressly prohibited from sharing any photos, videos, live streams, or any other such recording

where the employee or any other person is shown to be wearing the Company Uniform and/or ID badge. Employees are expected to extend their behavior outlined in the above section “Professionalism” to their social media interactions with other employees, customers, industry acquaintances, and other MA cannabis establishments or their agents.

**WEAPONS BAN:** No Clovercraft employee may carry on their person while at work any weapons of any kind. State law expressly prohibits any registered cannabis agent from carrying a firearm while on shift or from having a firearm on premises or in any transport vehicle. Clovercraft has a zero-tolerance policy for carrying concealed weapons and evidence of such shall result in immediate Corrective Action, which may include termination of employment.

**SMOKE, DRUG, & ALCOHOL -FREE WORKPLACE:** All of the Clovercraft facilities and properties will be a Smoke, Drug, and Alcohol -free workplace. No employee shall be permitted to consume any marijuana or marijuana product, alcohol, or tobacco products while on the premises, or off-site prior to or during their work shift. The use of tobacco on the premises will result in Corrective Action; Consuming cannabis or alcohol on the premises, either before, during, or after the work shift, or off shift, will result in immediate dismissal. Clovercraft reserves the right to request of any employee Drug Screening for illicit substances.

**CORRECTIVE ACTION:** All employees are expected to understand and abide by all Company rules and policies, and to perform their job functions to the standards and expectations set forth in the job description. Clovercraft will implement the use of progressive Corrective Action to address issues of poor job performance and/or misconduct designed to provide a process to improve and prevent the recurrence of the undesired performance or conduct. The Corrective Action plan will consist of multiple steps; however, the Company may combine or skip steps based on the facts of each situation, the nature/severity of the offense, and the employee’s history of corrective action:

1. Verbal Warning(s)
2. Written Warning(s)
3. Final Written Warning
4. Suspension without Pay
5. Termination of Employment

Steps for Corrective Action may be carried out by authorized Management and/or Human Resources officer as applicable.

**CAUSE FOR IMMEDIATE DISMISSAL:** All new hires will be instructed on Security protocol and grounds for immediate dismissal in the Company Orientation, and it will be detailed in the Employee Handbook. All employees will be required to sign documentation that they have been made aware of these conditions. Employees shall be subject to immediate dismissal in the event of:

- Consuming marijuana, alcohol, or other drugs on premises, either on or off shift.
- Arriving to work impaired by marijuana, alcohol, or other drugs, whether or not consumption took place off premises.

- Involvement in the Diversion of Marijuana or Marijuana Products from Clovercraft, or in the manipulation of inventory records, tracking software, or product labeling/packaging with the intent on diverting marijuana or marijuana products, which shall be reported to the Commission and to Law Enforcement.
- Engagement in unsafe practices with regard to the operation of the establishment and/or employee safety, which shall be reported to the Commission.
- Behavior that poses immediate risk to the personal safety of, or which may be considered malicious harassment, discrimination, violence, or threat toward, or any unsolicited sexual advances or assault on, any other Clovercraft employee(s) or customer(s), which shall be reported to the Commission and, in the case of a criminal act, to local Law Enforcement.
- Conviction or guilty plea in the case of felony drug offense involving distribution of controlled substances, or in the transport of any controlled substance and/or alcohol to a person under 21 years of age.
- Carrying a firearm while on shift.
- Evidence of theft of or unauthorized possession of any company property or the property of other employees/customers.
- Evidence of Theft of Hours, falsified timesheets, or alteration of any other legal document for the purposes of defrauding the Company

## 1.1. Recordkeeping procedures

- 1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- 1.1.2. The following business records shall be properly maintained:
  - 1.1.2.1. Assets and liabilities;
  - 1.1.2.2. Monetary transactions
  - 1.1.2.3. Books of accounts;
  - 1.1.2.4. Sales records; and
  - 1.1.2.5. Salary and wages paid to each employee.
- 1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- 1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The store manager has copies of the company operating procedures.
  - 1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
  - 1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.
  - 1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the store manager or your immediate supervisor.
  - 1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
  - 1.1.4.1.5. Any material changes will be communicated to the Commission
  - 1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);
- 1.1.5. **Inventory records include:**
  - Shipping manifests
  - Delivery and unpacking video recordings
  - Daily sales stock withdrawal and return reports
  - Weekly inventory reports
  - Product return reports
  - 1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

- 1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
  - 1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
  - 1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.4. Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- 1.1.5.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

\

**1.1.6. Personnel records:**

- 1.1.6.1. All personnel files are to be stored in the records cabinet
- 1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.6.4. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.6.4.3. 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;
  - 1.1.6.4.4. documentation of periodic performance evaluations;
  - 1.1.6.4.5. a record of any disciplinary action taken.
  - 1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.6.4.7. records of any health and safety related incidents
- 1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

**1.1.7. Personnel policies and procedures**

- 1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.7.2. Certain specialized procedures are contained in the security plan.
- 1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.

- 1.1.7.4. All personnel files are to be stored in the records cabinet
- 1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.7.7. All waste records should be maintained for at least three years.
- 1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.7.9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.7.11. At least two licensed marijuana agents must witness and document this process.
- 1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

**1.1.8. Security Device Log**

- 1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.8.3. Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.
- 1.1.8.4. The issue of security devices may only be authorized by the store manager or senior management as required in the security plan.
- 1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

- 1.1.9. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.

# Diversity Plan

## Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+
6. The above Group is considered the Primary Target Group (PTG)

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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

## Goals

Our company has established the diversity goals of;

1. Employing 55% or more women; 30% minorities; 20% LGBTQ+; 10% veterans, and; 10% those with disabilities.
2. To partner with wholesale partners, vendors, and contractors who are minority-owned, women-owned, LGBTQ+ owned, or veteran-owned. We have a goal of working with 10% of wholesale partners who are minority or women owned (due to the paucity of non-white, male Marijuana Establishment owners), and 25% contractors and vendors who are diverse.
3. We have a goal of 90% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction in regards to inclusivity, and 100% of staff having access to diversity literature.
4. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are diverse.

## Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- Indeed.com, and Masslive.com with the objective of reaching residents from closest ADIs (Greenfield, Holyoke, Springfield ADIs), women, and minorities as well as LGBTQ+ and or those with disabilities.
2. Distribute internal workplace information notices, annually (and ongoing), aimed at encouraging current employees to recommend residents from an ADI, women, veterans, and minorities as well as LGBTQ+ and or those with disabilities for employment;
3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our Diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors or contractors to engage with.
5. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target residents from an ADI, women, and minorities as well as veterans, LGBTQ+ and or those with disabilities

### **Measurement**

We intend to focus our efforts on the following metrics:

1. Have 6 employment positions been created since initial licensure?
2. Have we advertised available positions in Indeed.com with the objective of more effectively reaching residents from an ADI, women, and minorities as well as LGBTQ+ and veterans, or those with disabilities?
3. Have we posted at least one job and recruitment posting on Indeed.com that specifically targets diverse residents, women, minorities, LGBTQ+ and or those with disabilities?
4. Have women been hired in at least 55% of the available positions?
5. Have those with disabilities and those who identify as LGBTQ+ been hired for at least 20% of available positions?
6. Have employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management Diversity with 50% of promotions being diverse employees?
7. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?
8. Have we partnered with at least 2 minority, women, LGBTQ+, or veteran-owned businesses or wholesalers?
9. Do we have evidence of the literature or postings on Diversity we have made available to employees and an anonymous comment box?