



Massachusetts Cannabis Control Commission

Third Party Marijuana Transporter

General Information:

License Number: MT281667
Original Issued Date: 03/10/2023
Issued Date: 03/10/2023
Expiration Date: 03/10/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Atlas Marketplace & Delivery LLC dba Plymouth Armor Group

Phone Number: 774-608-0041

Email Address: fae@plymoutharmorgroup.com

Business Address 1: 44 Depot Street

Business Address 2: Unit C

Business City: Belchertown

Business State: MA

Business Zip Code: 01007

Mailing Address 1: 14 Apollo 11 Road

Mailing Address 2: Unit 2

Mailing City: Plymouth

Mailing State: MA

Mailing Zip Code: 02360

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 46.5

Percentage Of Control: 46.5

Role: Board Member

Other Role:

First Name: Ryan

Last Name: Winmill

Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 6.3	Percentage Of Control: 6.3	
Role: Board Member	Other Role: Manages entity, so this is why he is included here.	
First Name: Rio	Last Name: Norris	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 38	Percentage of Ownership: 38	
Entity Legal Name: Atlas Group IV, LLC	Entity DBA:	DBA City:
Entity Description: Special purpose vehicle to invest in and loan to Atlas Marketplace and Delivery LLC and has no other activities.		
Foreign Subsidiary Narrative:		
Entity Phone: 310-666-3956	Entity Email: riojimmy11@gmail.com	Entity Website:
Entity Address 1: 59 West Canadian Woods Road	Entity Address 2:	
Entity City: Manalapan	Entity State: NJ	Entity Zip Code: 07726
Entity Mailing Address 1: 59 West Canadian Woods Road	Entity Mailing Address 2:	
Entity Mailing City: Manalapan	Entity Mailing State: NJ	Entity Mailing Zip Code: 07726
Relationship Description: Special purpose vehicle to invest in and loan to Atlas Marketplace and Delivery LLC and has no other activities. Rio Norris is currently the manager of Atlas Group IV. Therefore, Mr. Norris has been included as a Person with Direct or Indirect Control in the previous section.		

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Rebekah	Last Name: Hanks	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Current Chief Operations Officer.		

Close Associates or Member 2

First Name: Colleen	Last Name: Maimaron	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Current Chief Financial Officer.		

Close Associates or Member 3

First Name: Joe	Last Name: Nicholson	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Sales and Compliance		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Date generated: 04/05/2023

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Ryan	Last Name: Winmill	Suffix:
Marijuana Establishment Name: Atlas Marketplace & Delivery LLC dba Plymouth Armor Group	Business Type: Third Party Marijuana Transporter	
Marijuana Establishment City: Plymouth	Marijuana Establishment State: MA	

Individual 2

First Name: Rio	Last Name: Norris	Suffix:
Marijuana Establishment Name: Atlas Marketplace & Delivery LLC dba Plymouth Armor Group	Business Type: Third Party Marijuana Transporter	
Marijuana Establishment City: Plymouth	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 44 Depot Street	
Establishment Address 2: Unit C	
Establishment City: Belchertown	Establishment Zip Code: 01007
Approximate square footage of the Establishment: 4500	How many abutters does this property have?: 24
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	CommunityOutreachMeetingDocumentation.pdf	pdf	615c8a4daf787c692aac891c	10/05/2021
Certification of Host Community Agreement	HCA.Cert.Form.pdf	pdf	615dd1c292505868ec6696a3	10/06/2021
Plan to Remain Compliant with Local Zoning	Belchertown.Plan to Remain Compliance w_Local Zoning.pdf	pdf	615f12253d1a3f6867ed2acf	10/07/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Updated.ImpactPlan.Belchertown.pdf	pdf	628fc70ceb816b0008693966	05/26/2022
Other	ACLU.BelchertownProofofDonation.pdf	pdf	628fc73beb816b0008693a1c	05/26/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Board Member Other Role:
First Name: Ryan Last Name: Winmill Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Board Member Other Role:
First Name: Rio Last Name: Norris Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Executive / Officer Other Role:
First Name: Rebekah Last Name: Hanks Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Executive / Officer Other Role:
First Name: Colleen Last Name: Maimaron Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role:
Entity Legal Name: Atlas Group IV, LLC Entity DBA:
Entity Description: Vehicle for lending money to Atlas Marketplace & Delivery LLC
Phone: 310-666-3956 Email: riojimmy11@gmail.com
Primary Business Address 1: 59 West Canadian Woods Road Primary Business Address 2:
Primary Business City: Manalapan Primary Business State: NJ Principal Business Zip Code:
07726
Additional Information: Atlas Group IV, LLC is managed by Rio Norris, whose background information is attached in the previous section.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Cert of GS.pdf	pdf	6160b04f2831f56830cd86ed	10/08/2021
Articles of Organization	ArtofOrg.pdf	pdf	6165be1c578bf568253bcd9	10/12/2021
Articles of Organization	Annual Report 2021.pdf	pdf	6165be384c206f685c09ce4b	10/12/2021
Articles of Organization	Change of Res Agent.pdf	pdf	6165be52c73bae68fe115cf6	10/12/2021
Bylaws	Amended and Restated Operating Agreement.v 10-22-20 v.2.pdf	pdf	61673ab8c73bae68fe1168f1	10/13/2021
Department of Revenue - Certificate of Good standing	DUA Certificate of Good Standing.pdf	pdf	628fcdc5eb816b000869508d	05/26/2022
Secretary of Commonwealth - Certificate of Good Standing	Sec.ofComm.CertofGoodStanding.jpg	jpeg	628fcf053bea2b0008c9c68a	05/26/2022

No documents uploaded

Massachusetts Business Identification Number: 001314514

Doing-Business-As Name: Plymouth Armor Group

DBA Registration City: Plymouth

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business.Plan2021-22.pdf	pdf	6165c7fc787c692aacac00	10/12/2021
Plan for Liability Insurance	Liability.Insurance.ALL.pdf	pdf	6165d56e1a09116935911223	10/12/2021
Plan for Liability Insurance	LiabilityInsuranceCargo+.pdf	pdf	6165e633af787c692aacad91	10/12/2021
Proposed Timeline	Updated.BusinessTimeline.BelchertownRFI2.pdf	pdf	62ab5275eb816b0008802054	06/16/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Belchertown.SOP_ Restricting Access to 21.pdf	pdf	616effe4af787c692aacd790	10/19/2021
Prevention of diversion	Belchertown SOP_ Prevention of Diversion.pdf	pdf	616f0da0c73bae68fe1189cf	10/19/2021
Maintaining of financial records	Belchertown.SOP.FinancialRecords.pdf	pdf	616f131992505868ec66de70	10/19/2021
Qualifications and training	Belchertown.SOP.QualificationsTraining.pdf	pdf	616f17df2831f56830cdebef6	10/19/2021
Dispensing procedures	Belchertown.DispensingProcedures.pdf	pdf	616f1e1dd7af776846097961	10/19/2021
Record Keeping procedures	Belchertown.SOP.RecordKeeping.pdf	pdf	616f21d1578bf568253bfc7a	10/19/2021

Personnel policies including background checks	Belchertown.SOP.Personnel.pdf	pdf	616f26f3ec8df668510618ee	10/19/2021
Inventory procedures	Belchertown.SOP.Inventory.pdf	pdf	616f3a1a734f4a69091d4e94	10/19/2021
Energy Compliance Plan	Update.EnergyEfficiencyPlan.Belchertownpdf.pdf	pdf	6291043feb816b00086a7c42	05/27/2022
Transportation of marijuana	Updated.TransportationPlan.Belchertown.pdf	pdf	6296450e3bea2b0008cd15f3	05/31/2022
Quality control and testing	Updated.SOPQualityControlTesting.BelchertownRFI2.pdf	pdf	62acaa72eb816b0008817791	06/17/2022
Storage of marijuana	Updated.SOP.StoragePlan.BelchertownRFI2.pdf	pdf	62acb1b65871d1000891d82d	06/17/2022
Security plan	Updated.PAG.Belchertown.SecurityPlan.pdf	pdf	62acc78c5871d10008921289	06/17/2022
Diversity plan	Updated.DiversityPlan.RFI3.Belchertown.pdf	pdf	62e83d61fad13900086fd47f	08/01/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 6:00 PM
Tuesday From: 6:00 AM	Tuesday To: 6:00 PM
Wednesday From: 6:00 AM	Wednesday To: 6:00 PM
Thursday From: 6:00 AM	Thursday To: 6:00 PM

Friday From: 6:00 AM	Friday To: 6:00 PM
Saturday From: 6:00 AM	Saturday To: 6:00 PM
Sunday From: Closed	Sunday To: Closed

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): 9/21/21
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: 9/2/21
- b. Name of publication: The Sentinel

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: 8/25/21

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: 9/9/21

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:

Atlas Marketplace & Delivery LLC dba Plymouth
Group

Name of applicant's authorized representative:

Abigail Schnibbe

Signature of applicant's authorized representative:

Abigail K. Schnibbe

PUBLIC NOTICES

Belchertown Conservation Commission LEGAL NOTICE

Pursuant to the authority of Massachusetts General Laws Chapter 131, Section 40 (Wetlands Protection Act) and the Belchertown Wetland Bylaw, the Belchertown Conservation Commission will hold a public hearing on **Monday, September 13, 2021 at 7:00 PM at Lawrence Memorial Town Hall**. The purpose of this meeting is to review a **Notice of Intent for the proposed construction of a single family home at 0 Autumn Lane; Map 275, Parcel 41**. Anyone interested in this matter should appear at the time and place designated.
09/02/2021

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, Atlas Marketplace and Delivery LLC, d/b/a Plymouth Armor Group is scheduled for **September 21, 2021 at 4:00 PM** at the proposed site, 44 Depot Street, Unit C, Belchertown, MA. The proposed third party transporter is anticipated to be located at 44 Depot Street Unit C Belchertown, MA, 01007. There will be opportunities for the public to ask questions.
09/02, 09/09/2021

OFFICE OF
THE SELECT BOARD
BOARD OF LICENSE
COMMISSIONERS

Belchertown Conservation Commission LEGAL NOTICE

Pursuant to the authority of Massachusetts General Laws Chapter 131, Section 40 (Wetlands Protection Act) and the Belchertown Wetland Bylaw, the Belchertown Conservation Commission will hold a public hearing on **Monday, September 13, 2021 at 7:00 PM at Lawrence Memorial Town Hall**. The purpose of this meeting is to review a **Notice of Intent for the proposed construction of a single family home at Lot A Crestview Drive; Map 254, Parcel 15.14**. Anyone interested in this matter should appear at the time and place designated.
09/02/2021

Commonwealth of
Massachusetts
The Trial Court
Hampshire Probate and
Family Court
15 Atwood Drive
Northampton, MA 01060
(413)586-8500
Docket No. HS21P0511EA
Estate of:
Joan Louise Gaetani
Also known as:
Joan L. Gaetani
Date of Death: 06/22/2021
CITATION ON
PETITION FOR
FORMAL
ADJUDICATION

To all interested persons:
A Petition for Formal Probate of Will with Appointment of Personal Representative has been filed by Debra L. Magiera of Palmer, MA requesting that the Court enter a formal

Fidnick, First Justice of this Court.

Date: August 20, 2021

Michael J. Carey
Register of Probate
09/02/2021

NOTICE OF PUBLIC AUCTION

SNOW'S SELF STORAGE LLC, will sell at Public Auction at 746 Bay Road, Belchertown, MA, all the personal property stored in its facility by:

Yusef Lateef - M59, M60 & OCC2-2

Benoit Tellier - RB9

Evan Stangl - SP24

At **10:00 am, Monday, September 27, 2021**, at the premises of SNOW'S SELF STORAGE LLC, 746 Bay Road, Belchertown, MA, by Warren Schreiber, Auctioneer, as Agent for Snow's Self Storage, LLC.

Snow's Self-Storage reserves the following rights: to bid at the public auction, to refuse any and all bids, or to cancel the auction at any time for any reason.
08/26, 09/02/2021

NOTICE OF PUBLIC AUCTION

SNOW'S SELF STORAGE LLC, will sell at Public Auction at 746 Bay Road, Belchertown, MA, all the personal property stored in its facility by:

Mosheh Roller: OCC2 - 20

Mosheh Roller: OCC2 - 21

Brandy Fuller: Bldg 1 - 30

At **10:00 am, Monday, September 27, 2021**, at the premises of SNOW'S SELF

you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return day, action may be taken without further notice to you.

WITNESS, Hon. Linda S. Fidnick, First Justice of this Court.

Date: August 20, 2021

Michael J. Carey
Register of Probate
09/02/2021



Please check
the accuracy of
your legal notice
prior to submission (i.e., date,
time, spelling).

Also, be sure
the requested
publication date
coincides with
the purpose of the
notice, or as the
law demands.
Thank you.

Attachment B.

August 25, 2021

To whom it may concern at the Town of Belchertown Offices:

- Town Clerk
- Planning Board
- Board of Selectman

Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Establishment, Atlas Marketplace and Delivery LLC, d/b/a Plymouth Armor Group is scheduled for 9/21 at 4:00 PM – 6:00 PM at the proposed location, 44 Depot Street Unit C Belchertown, MA. The proposed third party transporter is anticipated to be located there. There will be an opportunity for the public to ask questions.

Respectfully,

Atlas Marketplace and Delivery LLC

Attachment C

September 9, 2021

To our neighbors in Belchertown:

Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Establishment, Atlas Marketplace and Delivery LLC, d/b/a Plymouth Armor Group is scheduled for 9/21 at 4:00 PM – 6:00 PM at the proposed location, 44 Depot Street Unit C Belchertown, MA. The proposed third party transporter is anticipated to be located there. There will be an opportunity for the public to ask questions.

Respectfully,

Atlas Marketplace and Delivery LLC

* In addition, the town also sent notifications to all abutters as well.



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:

Atlas Marketplace & Delivery LLC dba Pymouth
Armor Group

2. Name of applicant's authorized representative:

Abigail Schnibbe

3. Signature of applicant's authorized representative:

Abigail K. Schnibbe

4. Name of municipality:

Belcher town

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

Gary Brougham



6. ^{DocuSigned By:}Signature of municipality's contracting authority or authorized representative:

Gary Brougham
56CF5DDB5400418...

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).*):

gbrougham@belchertown.org

8. Host community agreement execution date:

9/20/21

Atlas Marketplace and Delivery Local Zoning Compliance

The purpose of this plan is to demonstrate how Atlas Marketplace and Delivery will remain in compliance with all local codes, bylaws, and ordinances for the physical address of our Third Party Transporter location, located at 44 Depot Street, Unit C, Belchertown, MA.

Below are segments of the Belchertown bylaws (§ **145-29.2. Marijuana establishments [Added 5-14-2018 ATM by Art. 23]**) that apply to Atlas Marketplace & Delivery's Third Party Transporter License in the town. Bolded is our company's response to each.

- (a) Marijuana transporters shall be permitted by special permit and site plan approval in the Business Neighborhood Center (BNC), General Business (B2), and Light Industrial (LI) Zones, and by site plan approval in the Industrial (I) Zone.
 - **The address is located in an Industrial Zone, so therefore, we are allowed to be there by right, but were required to secure site plan approval from the Planning Board.**
 - **On September 28th, 2021, the company received a 4-0 vote in favor of our site plan with a few conditions:**
 - **After 90 days from our first wholesale delivery from this location, we will be required to come before the Planning Board to present on the success the company has seen, any issues that have come about, and provide evidence that our security plan has been effective.**
 - **We are required to include a sign on top of the Limited Access and Video Surveillance signs that includes a 24/7 additional contact in case of emergency. This sign is to be placed on the front door of the establishment.**
 - **Our site plan proposed an 8 ft fence, opposing the 6 ft requirement of the town. Our site plan approval included approval of the waiver for this to increase to 8 ft to ensure enhanced security. Additionally, this fence is to be either in green or black per town requirements, but we had proposed a beige color. The town and the company agreed that green or black would be more effective in allowing for the fence to blend in with the landscape.**
 - **Lastly, the Planning Board included that we are limited to B2B transport only and if we wish to do home delivery, we would have to return for approval. Atlas Marketplace & Delivery LLC has no intention of**

pursuing a Home Delivery license of any type, but agreed to this as a gesture of good faith as well.

(5) Standards and conditions. In addition to the requirements of § 145-69 governing special permits, marijuana establishments shall be subject to the following additional standards and criteria.

(a) No marijuana establishment shall be located within 500 feet of any building housing a licensed day-care center, a public or private school providing education any of Grades K through 12, a public library, a public playground, or an existing place of worship such as a church, temple, mosque, or synagogue.

- **Plymouth Armor Group is over 500 feet from any building of this nature, which was confirmed by the Planning Board.**

(c) Marijuana plants, products, and paraphernalia shall not be clearly visible to a person from the exterior of a marijuana establishment. No outside storage of marijuana or marijuana products shall be permitted.

- **There are no windows in the facility and no products will be visible at any time.**

(d) All types of non-medical marijuana establishments shall be located within a fully enclosed building, except for outdoor or greenhouse cultivation in the AG-A Zone by special permit.

- **As stated above, the facility is fully enclosed with limited access points only for specific employees with no visibility outside.**

Atlas Marketplace and Delivery is currently in compliance with all local codes, ordinances and bylaws in the town of Belchertown. Our team will continue to ensure that Atlas Marketplace and Delivery will monitor and assess our business operations in accordance with the bylaws of the Town of Belchertown.

Atlas Marketplace and Delivery will continue to have an open line of communication with municipal officials, to include the Planning and Zoning Boards to stay abreast of any future directives or regulations promulgated by the town of Belchertown, as well as the Cannabis Control Commission and/or State authorities.

Atlas Marketplace and Delivery has retained the services of the law firm of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., LLC, to assist with any compliance issues, including zoning requirements.

Standard Operating Procedure



Plan to Positively Impact Areas of Disproportionate Impact

Date: 10.7.2021

Last Update: 5/26/2022

Effective Date: Subject to license

Operations Approval: AS

Compliance Approval: JN

Page __1__ of __3__

Purpose: To ensure the company's and state of Massachusetts's commitment to diversity, equity, and inclusion within the cannabis industry is upheld and to positively impact those Areas of Disproportionate Impact as defined by the Cannabis Control Commission. For Plymouth Armor Group, the most relevant area would be the towns of Monson, Amherst, and Holyoke.

Background: Historically, low-income, communities of color have been disproportionately impacted by the war on drugs. We have seen time and time again that low-income, people of color have experienced prosecution for possession and/or use of cannabis at higher rates than their white counterparts. Given that research shows that there is an equivalent rate of use of cannabis among all identity markers, this trend is highly problematic and continues to strengthen inequity in this country. Similarly, across the country we have seen several states move from medical to adult use and yet we continue to see a disproportionate amount of white, middle-upper class business owners in the cannabis industry - in some states there is almost zero representation of other identities in the industry. It is of concern to Plymouth Armor Group, in agreement with the state of Massachusetts, that this industry is not reflecting the racial and social makeup of the country as a whole, but will, in fact, continue to disproportionately negatively affect low-income, communities of color even despite the move to legalization if we do not ensure diversity, equity, and inclusion in our every action as a business.

Instructions:

Plan to Positively Impact Areas of Disproportionate Impact

Goals:

- Reduce barriers of entry into the cannabis industry through our own hiring and recruitment approach by hiring 15% of employees from Monson, Amherst, and Holyoke
- Decrease the barriers of entry into cannabis careers for those incarcerated in Massachusetts for non-violent drug crimes by posting quarterly advertisements in the local newspapers, Monson - *The Journal Register*, Amherst - *The Amherst Bulletin*, and Holyoke - *The Sun*
- Enhance the resources of organizations in Massachusetts supporting the needs of areas of disproportionate impact through \$100 monthly donations to the ACLU

Programs:

Atlas Marketplace and Delivery LLC will specifically target the towns of Monson, Amherst, and Holyoke, as these are the areas of disproportionate impact closest to our location.

Employee Recruitment and Hiring

Diversity within recruitment has been a priority. It is explicitly stated in any and all job descriptions or postings, as well as in our associate handbook, that we do not discriminate based on any identifier. Our company's breakout demographics must reflect the diversity of the communities in which we work overall and reflect the diversity present in the state of MA.

As we grow and work to hire more employees, the company is committed to recruiting in inclusive ways (thinking outside of the more accessible, affluent job posting markets, e.g websites). We will post quarterly job postings in the primary newspapers for Monson, Amherst, and Holyoke, stating that we are seeking employees who have past drug convictions or for parents/spouses who have past drug convictions. The quarterly postings will be in the following newspapers:

1. Monson - The Journal Register
2. Amherst - The Amherst Bulletin
3. Holyoke - The Sun

The company has begun a partnership with MA Probation Service, Office of Community Corrections. Through multiple presentations and calls, Plymouth Armor Group is working with the Office of Community Corrections to develop a program where folks who qualify are sent to Plymouth Armor Group for potential employment. Our primary contact is Vincent L. Lorenti, JD, Director of Community Corrections, who is working with his staff to ensure folks following a job readiness program are sent our way. They have been given all disqualifier information, so that only candidates able to pass through the CCC agent process are considered. The hope is to put on a few job fairs at their facility in Q3/4 of 2022, assuming pandemic allows us to do so. The hope is that we pilot this program with Plymouth Armor Group, observe success and feedback, so that we can bring it to the larger Massachusetts Cannabis industry.

Additionally, we will continue our free consulting and training work for SE/EE Delivery Applicants. Through our network and partnership with MCAD and the Commissioners, folks starting out are funneled to us for best practices, resources, and SOP support. We hope to provide free consulting to at least three (3) new delivery applicants or soon-to-be applicants a year.

Support for Local Non-Profit Work

As a company we have identified a key area of impact we feel we could have significant influence:

1. Legal Defense for Past Drug Convictions

Plymouth Armor Group provides a monthly contribution of \$100 per license to the Massachusetts Americans Civil Liberties Union (ACLU) to support them in their efforts to represent those disproportionately affected by the war on drugs. It is our hope that the increased resources we provided will aid in healing the effects over incarceration has had on low-income communities across the state. We hope that, pending the financial success of the business, we could increase the Gold Member status that we have to enhance our monthly contributions that much more. We have done this donation for our first license and will now double the monthly donation for our second license.

Progress

Upon renewal of our license annually, the company will show proof of the success of this plan. This will be documented with the data of % of employees, with additional documentation of employees backgrounds to back this up. We will also provide receipts of our donations to the ACLU. We will also provide data on the success of the partnership with the Department of Community Corrections and our free home delivery consulting.

Metrics:

Goal	Measure of Success (revisited after year 1)
Reduce barriers of entry into the cannabis industry through our own hiring and recruitment approach by hiring 15% of employees from Monson, Amherst, and Holyoke	<ol style="list-style-type: none">1. 15% of company staff will be MA residents who have previous drug convictions or are the parents or spouses of residents with past drug convictions2. The company will count and keep track of those members of the staff with past drug convictions or are the parent/spouse of an individual with past drug convictions. This number will be compared to the total number of individuals hired to ensure that 15% of all individuals hired fall within this goal.
Decrease the barriers of entry into cannabis careers for those incarcerated in Massachusetts for non-violent drug crimes by posting quarterly advertisements in the local newspapers, Monson - The Journal Register, Amherst - The Amherst Bulletin, and Holyoke - The Sun	<ol style="list-style-type: none">1. 15% of company staff will be MA residents who have previous drug convictions or are the parents or spouses of residents with past drug convictions2. Quarterly job postings will be made in the local newspapers of our priority areas of impact, Monson - The Journal Register, Amherst - The Amherst Bulletin, and Holyoke - The Sun
Enhance the resources of organizations in Massachusetts supporting the needs of areas of disproportionate impact through \$100 monthly donations to the ACLU	<ol style="list-style-type: none">1. 100% of monthly donations are distributed before the 15th of every month2. Enhance drug related criminal justice reform through \$100 dollar monthly donations to ACLU for both licenses.

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment;

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



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

mass.gov/dor

Letter ID: L1006399296
Notice Date: June 2, 2021
Case ID: 0-001-191-584



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ATLAS MARKETPLACE & DELIVERY, LLC
14 APPOLLO 11 RD STE 2
PLYMOUTH MA 02360-7248

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001314514

1. The exact name of the limited liability company is: ATLAS MARKETPLACE AND DELIVERY LLC

2a. Location of its principal office:

No. and Street: 10307 SADDLEVIEW COURT
 City or Town: VIENNA State: VA Zip: 22182 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 45 DAN ROAD
 City or Town: CANTON State: MA Zip: 02021 Country: USA

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

ONLINE MARKETPLACE AND DELIVERY FOR PERSONAL PRODUCTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CORPORATION SERVICE COMPANY
 No. and Street: 84 STATE ST
SUITE 660
 City or Town: BOSTON State: MA Zip: 02109 Country: USA

I, CORPORATION SERVICE COMPANY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	RYAN WINMILL	10307 SADDLEVIEW COURT

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RYAN WINMILL	10307 SADDLEVIEW COURT VIENNA, VA 22182 USA

9. Additional matters:

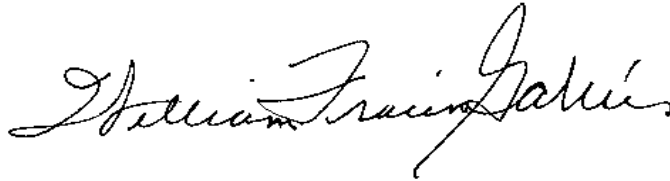
SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of February, 2018,
RYAN WINMILL

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

February 23, 2018 02:27 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001314514

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: ATLAS MARKETPLACE AND DELIVERY LLC

1.b. The exact name of the limited liability company *as amended*, is: ATLAS MARKETPLACE AND DELIVERY LLC

2a. Location of its principal office:

No. and Street: 14 APOLLO 11 ROAD UNIT 2
 City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 14 APOLLO 11 ROAD UNIT 2
 City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

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

ONLINE MARKETPLACE AND DELIVERY FOR PERSONAL PRODUCTS AND GOODS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: COLLEEN MAIMARON
 No. and Street: 14 APOLLO 11 ROAD UNIT 2
 City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	RYAN WINMILL	14 APOLLO 11 ROAD UNIT 2 PLYMOUTH, MA 02360 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	RYAN WINMILL	14 APOLLO 11 ROAD UNIT 2 PLYMOUTH, MA 02360 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of January, 2021,
RYAN WINMILL , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 21, 2021 09:25 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Resident Agent/Resident Office

(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: ATLAS MARKETPLACE AND DELIVERY LLC

Current resident agent name: CORPORATION SERVICE COMPANY

Current resident agent office address: 84 STATE ST SUITE 660, BOSTON, MA 02109

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:

(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: COLLEEN MAIMARON

No. and Street: 14 APOLLO 11 ROAD UNIT 2

City or Town: PLYMOUTH State: MA Zip: 02360 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:

I, COLLEEN MAIMARON, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of January, 2021,
RYAN WINMILL, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 06, 2021 02:18 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT OF
ATLAS MARKETPLACE AND DELIVERY LLC
A Massachusetts Limited Liability Company
Dated as of October 22, 2020

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Schedule A Members

**FIRST AMENDED AND RESTATED OPERATING AGREEMENT
OF
ATLAS MARKETPLACE AND DELIVERY LLC**

This FIRST AMENDED AND RESTATED OPERATING AGREEMENT (this “**Agreement**”) of Atlas Marketplace and Delivery LLC, a Massachusetts limited liability company (the “**Company**”), is made as of October 22, 2020, by and among the Persons identified as the Members on Schedule A attached hereto (each a “**Member**” and, collectively, the “**Members**”), and such other Persons who may, or have, become Members from time to time under the terms of this Agreement. Certain capitalized terms used in this Agreement are defined in Section 11.01 below.

WHEREAS, the Company was formed as a limited liability company under the Massachusetts Limited Liability Company Act (as amended from time to time, the “**Act**”) on February 23, 2018 by the filing of a Certificate of Organization with the office of the Secretary of State of the Commonwealth of Massachusetts;

WHEREAS, the Members executed an Operating Agreement for the Company with an effective date of September 20, 2018, as amended by Amendment No. 1 dated December 10, 2019 (“**Original Operating Agreement**”);

WHEREAS, the Members now desire to amend and restate the Original Operating Agreement in the form of this First Amended and Restated Operating Agreement to fully set forth their agreements and understandings regarding the Company and to own and operate the Company in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

**ARTICLE I
ORGANIZATION AND POWERS**

1.01 Organization. The Company has been formed by the filing of its Certificate of Organization with the Massachusetts Secretary of State pursuant to the Act. The Certificate of Organization may be amended or restated with respect to the address of the registered office of the Company in Massachusetts, the name and address of its registered agent in Massachusetts or to make corrections required by the Act as provided in the Act. Other additions to or amendments of the Certificate of Organization shall be authorized by the Management Committee and the Members as provided in Section 12.05. The Certificate of Organization as so amended from time to time, is referred to herein as the “**Certificate**”. The Management Committee shall deliver a copy of the Certificate and any amendment thereto to any Member if so requested.

1.02 Purpose and Powers. The principal business activity and purpose of the Company shall be to carry on a transportation and delivery business any and all other ancillary or related activities permitted under the Act. The business and purposes of the Company, however, shall not be limited to its initial principal business activity, and if the Management Committee otherwise

determines, it shall have authority to engage in any other lawful business, purpose or activity permitted by the Act and shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any other person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

1.03 Principal Place of Business. The principal office and place of business of the Company shall initially be 14 Apollo 11 Road, Unit 2, Plymouth, Massachusetts 02360. The Company may locate its place of business at any other place or places as the Management Committee may, from time to time, deem advisable.

1.04 Fiscal Year. Except as may otherwise be required by the federal tax laws, the fiscal year of the Company for both financial and tax reporting purposes shall end on December 31 (the “Fiscal Year”).

1.05 Tax Status. The Company is intended to be classified as a partnership for federal and state income tax purposes. This classification for tax purposes shall not create or imply a general partnership, limited partnership or joint venture for state law or any other purpose.

ARTICLE II

MEMBERS; CAPITAL STRUCTURE; RESTRICTIONS ON TRANSFER

2.01 Members. The Members of the Company shall be the Persons identified on Schedule A hereto as holding Common Units of the Company, as may be amended from time to time. The Members shall have only such rights with respect to the Company as specifically provided in this Agreement and as required by non waivable provisions of the Act.

2.02 Meetings of the Members.

(a) The Members may hold meetings at such time and place and using such procedures as the Management Committee may reasonably determine from time to time. Meetings of the Members may be called at any time upon ten (10) days written or electronic mail notice by the Common Units Majority or the consent of any two (2) or more Management Committee managers. Notice of any such meeting may be waived by any Member upon either the signing of a written waiver thereof or presence at a meeting by such Member as provided herein; provided, that a Common Units Majority may waive any such notice and such waiver shall be binding on all Members.

(b) At any meeting of the Members, the Members representing a Common Units Majority shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice upon reaching a quorum.

(c) Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting and without any prior notice to the Members upon the written consent of a Common Units Majority of the Members. The Secretary of the Company shall provide prompt notice to the other Members of any action so taken.

2.03 Voting. Any action to be taken by the members shall require the affirmative vote of the Members holding at least a majority of the outstanding Common Units, unless a larger number is required by the Act or this Agreement.

2.04 Limitation of Liability of Members. Except as otherwise provided in the Act, no Member shall be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company. Except as otherwise provided in the Act or expressly in this Agreement or by another writing signed by a Member, such Member shall have no fiduciary or other duty with respect to the business and affairs of the Company, and such Member shall not be liable to the Company for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any obligation to contribute to, or in respect of, the liabilities or obligations of the Company or return distributions made by the Company except as required by the Act or other applicable law. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members (including, without limitation, any partnership representative) responsible for the liabilities of the Company.

2.05 Authority. Unless specifically authorized by this Agreement or by the Management Committee, no Member shall be an agent of the Company or have any right, power or authority to act for or to bind the Company, or to undertake or assume any obligation or responsibility of the Company or any other Member.

2.06 Units.

(a) All interests of Members in distributions and other amounts specified herein shall be represented by their units of membership interests in the Company (each a “Unit” and, collectively, the “Units”). There shall be two (2) classes of Units: “Common Units” and “Incentive Units”. The Company may issue fractional Units. Except as otherwise provided herein, including without limitation Section 2.06(c), each whole Common Unit shall carry the right to cast one (1) vote per Unit on any matter to be approved by the Members. Unless the Management Committee determines otherwise, the Units shall not be certificated. The Common Units and Incentive Units shall have the respective rights, preferences, privileges and restrictions set forth in this Agreement.

(b) The Management Committee may authorize the Company to create and, for such consideration as the Management Committee may deem appropriate, issue such Units or additional classes or series of Units, having such designations, preferences and relative, participating or other special rights, powers and duties, as the Management Committee shall determine, including, without limitation: (i) the right of any such class or series of Units to share in Company Distributions; (ii) the allocation to any such class or series of Units of items of Company income, gains, losses and deductions; (iii) the rights of any such class or series of Units upon dissolution or liquidation of the Company; and (iv) the right of any such class or series of interests to vote on matters relating to the Company and this Agreement. No Person shall be admitted as a new Member of the Company unless and until the Management Committee has approved the admission of such Person as a new Member and such Person has executed this

Agreement or a counterpart hereto and such other documents or agreements as the Management Committee may request reasonably in connection with such admission.

(c) Incentive Units may be issued subject to vesting, forfeiture and repurchase pursuant to separate agreements, the provisions of which may be determined, altered or waived in the sole discretion of the Management Committee. Incentive Units shall not carry the right to vote on any matter, unless otherwise required by the Act. Incentive Units shall not constitute or provide any ownership interest in the Company and shall not be bought, sold, traded, or hypothecated except as redeemed by the Management Committee in its sole discretion.

(d) In connection with the issuance of Incentive Units, the Management Committee shall set a Threshold Price with respect to such Incentive Units (the “**Threshold Price**”). The Threshold Price with respect to each Incentive Unit will be determined by the Management Committee and will be based upon the amount that would be distributed in respect of a Common Unit pursuant to Section 8.01(b) if, upon a hypothetical liquidation of the Company on the date of issuance of such Incentive Unit, the Company sold its assets for their Fair Market Value, satisfied its liabilities (excluding any non-recourse liabilities to the extent the balance of such liabilities exceeds the fair market value of the assets that secure them) and distributed the net proceeds to the holders of Units in liquidation of the Company. The determination of the Managers of the Threshold Price of an Incentive Unit in accordance with this Section 2.06(d) shall be final, conclusive and binding on all Members. In the event the Management Committee issues additional Incentive Units with a Threshold Price lower than the Threshold Price associated with a prior issuance of Incentive Units, the Management Committee may, in its sole discretion, reduce the Threshold Price of the Incentive Units issued at the higher Threshold Price.

(e) Each Incentive Unit is intended to be a “profits interest” within the meaning of IRS Revenue Procedures 93-27 and 2001-43. The terms of Incentive Units, including the right to participate in distributions under this Agreement, may be subject to limitations and such other requirements as the Management Committee may determine are necessary or appropriate for such interests to so qualify as profits interests. Any Person holding a Unit subject to a vesting arrangement, including, without limitation, any Incentive Unit, shall make a timely Code Section 83(b) election in accordance with Treasury Regulation 1.83-2 with respect to each such Unit (to the extent applicable) and shall provide a copy of such election to the Company.

(f) With respect to any interest in the Company transferred in connection with the performance of services to the Company on or after the effective date of Proposed Treasury Regulations Section 1.83-3(l) and the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (collectively, the “**Safe Harbor Rules**”): (i) unless otherwise determined by the Management Committee, any recipient of such an interest, any of whose interest in the Company immediately after the transfer is substantially nonvested (within the meaning of Treasury Regulations Section 1.83-3(b)), shall make the election described in Code Section 83(b) with respect to such interest within thirty (30) days of such transfer; (ii) the Company is authorized and directed to elect the safe harbor for valuing such interests at liquidation value described in the Safe Harbor Rules; (iii) the Company and each Member (including any Person to whom an interest in the Company is transferred in connection with the performance of services) shall comply with all requirements of the Safe Harbor Rules while the safe harbor election remains in effect, including the requirement to report all income tax effects of the safe harbor election in a manner consistent

with such election and the Safe Harbor Rules; (iv) all necessary forms and documents to make the safe harbor election shall be prepared by the Company in the manner described in the Safe Harbor Rules, executed by the partnership representative (who for this purpose shall be the Member “who has responsibility for federal income tax reporting” by the Company), and attached to the tax return of the Company for the fiscal year that includes the effective date of the election; (v) a Member’s obligations under this Section 2.06(f) shall survive such Member’s ceasing to be a Member of the Company or the termination, dissolution, liquidation, or winding up of the Company, and, for purposes of this Section 2.06(f), the Company shall be treated as continuing in existence; (vi) no transfer of an interest in the Company shall be valid unless the transferee (if not otherwise bound by the entirety of this Agreement) is legally bound by the obligations of Members described in this Section 2.06(f); and (vii) the Management Committee is authorized to amend this Section 2.06(f) as necessary to achieve tax effects similar to those offered under the Safe Harbor Rules with respect to any interest in the Company transferred in connection with the performance of services to the Company, for reasons including reflecting changes in the Safe Harbor Rules or similar rules for valuing interests transferred in connection with the performance of services at their liquidation value.

2.07 Holders of Incentive Units. Notwithstanding anything to the contrary herein, a Member that holds no Units other than Incentive Units shall not be entitled to any information from or about the Company, other than the information required to be reported on such Member’s federal Form K-1 and any equivalent state income tax information forms.

2.08 Effective Date and Requirements of Transfer.

(a) Any valid Transfer of a Member’s Units, or part thereof, pursuant to the provisions of this Agreement (a “**Permitted Transfer**” and the transferee in such Permitted Transfer, a “**Permitted Transferee**”), shall be effective as of the close of business on the day in which such Transfer occurs (including fulfillment of all conditions and requirements with respect thereto). The Company shall, from and after the effective date of such Transfer, make all further distributions, on account of the Units (or part thereof) so assigned to the Permitted Transferee of such interest. Subject to the terms and conditions of this Agreement, a Member shall have the right to transfer its Units to any Person, provided that if such Person is not an Affiliate, other equityholder, partner (including partners and affiliated partnerships managed by the same management company or managing (general) partner or by any Person that is an Affiliate with such management company or managing (general) partner), member or trust for the benefit of such other equityholder of such Member, such Person shall be an Assignee (as defined below).

(b) Every Transfer permitted hereunder shall be subject to the following requirements (in addition to any other requirements contained in this Agreement):

(i) If not already a Member, the transferee shall execute a counterpart to this Agreement thereby agreeing to be bound by all the terms and conditions of this Agreement;

(ii) The transferee shall establish that the proposed Transfer will not cause or result in a breach of any agreement binding upon the Company or any violation of law, including without limitation, federal or state securities laws, and that the proposed Transfer would not cause or require (A) the Company to be an investment company as defined in the Investment

Company Act of 1940, as amended, or (B) the registration of the Company's securities under federal securities laws;

(iii) The transferee shall establish to the reasonable satisfaction of the Management Committee that the proposed Transfer would not adversely affect the classification of the Company as a partnership for federal or state tax purposes, cause the Company to fail to qualify for any applicable regulatory safe harbor from treatment as a publicly traded partnership treated as a corporation under Section 7704 of the Code, or have a substantial adverse effect with respect to federal income taxes payable by the Company; and

(iv) The transferee shall not be any entity which, in the reasonable determination of the Company's Board of Directors is a Competitor.

(c) Any Transfer that the Management Committee reasonably determines may have a consequence described in Section 2.08(b) shall not be permitted.

(d) Certain Exempt Transfers. Notwithstanding anything to the contrary herein but subject to Section 2.08(b), the provisions of Sections 2.09, 2.10 and 2.11 shall not apply: (i) in the case of a Key Holder that is an entity, to a "related entity," as that term is defined in SEC regulations; (ii) to a repurchase of Transfer Units from a Key Holder by the Company pursuant to an agreement containing vesting and/or repurchase provisions approved by the Management Committee; or (iii) in the case of a Key Holder that is a natural person, (A) upon a Transfer of Transfer Units by such Key Holder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other Immediate Family Member or direct lineal descendant of such Key Holder (or his or her spouse) (all of the foregoing collectively referred to as "**family members**"), or any other person approved by the Management Committee, or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by, such Key Holder or any such family members, or (B) upon a bona fide gift to a charitable or tax-exempt organization that does not exceed five percent (5%) of the aggregate Units held by the Key Holders. For clarity, any Transfer Units acquired by a Key Holder shall not constitute Transfer Units in the hands of such Key Holder or its Affiliates.

(e) Substitution of Members; Assignees. A transferee of a Unit shall have the right to become a substitute Member only with the consent of the Management Committee. The admission of a substitute Member shall not result in the release of the Member who assigned the Unit from any liability that such Member may have to the Company. Provided that the Management Committee is satisfied that the proposed Transfer will not have a consequence described in Section 2.08(b), any Permitted Transferee who is not admitted as a Member shall be treated as an Assignee hereunder. Permitted Transferees of Units who are not admitted as Members ("**Assignees**") shall be entitled to distributions and allocations made with respect to the Units Transferred, and an appropriate portion of the Capital Account of the transferor, but shall have no other rights under this Agreement except as specifically set forth herein. Any Transfer that the Management Committee reasonably determines may have a consequence described in Section 2.08(b) shall not be permitted whether by assignment or otherwise.

(f) The covenants set forth in Sections 2.08, 2.09, 2.10 and 2.11 shall terminate and be of no further force or effect upon a Capital Transaction of the Company (but not of a subsidiary of the Company), whichever event occurs first.

2.09 Right of First Refusal.

(a) Grant. Subject to the terms of Section 2.08, each Member hereby unconditionally and irrevocably grants to the Key Holders a Right of First Refusal to purchase all or any portion of Transfer Units that such Member may propose to transfer in a Proposed Member Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Member proposing to make a Proposed Member Transfer must deliver a Proposed Transfer Notice to the Company and to each Key Holder not later than forty-five (45) days prior to the consummation of such Proposed Member Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Member Transfer and the identity of the Prospective Transferee. To exercise its Right of First Refusal under this Section 2.09, a Key Holder must deliver a Key Holder Notice to the selling Member and to the Company within fifteen (15) days after delivery of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Member that contains a preexisting right of first refusal, the Company, the Key Holders (including the Member proposing to make a Proposed Member Transfer) acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with this Section 2.09.

(c) Undersubscription of Transfer Units. If options to purchase have been exercised by the Key Holders with respect to some but not all of the Transfer Units by the end of the 15-day period specified in the last sentence of Section 2.09(b) (the “**Key Holder Notice Period**”), then the Company shall, immediately after the expiration of the Key Holder Notice Period, send written notice to those Key Holders who fully exercised their Right of First Refusal within the Key Holder Notice Period (the “**Exercising Key Holders**”). Each Exercising Key Holder shall, subject to the provisions of this Section 2.09(c), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Transfer Units on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Key Holder must deliver written notice (the “**Key Holder Undersubscription Notice**”) to the selling Member and the Company within ten (10) days after the expiration of the Key Holder Notice Period. In the event there are two or more such Exercising Key Holders that choose to exercise the last-mentioned option for a total number of remaining Units in excess of the number available, the remaining Units available for purchase under this Section 2.09(c) shall be allocated to such Exercising Key Holders *pro rata* based on the number of Transfer Units such Exercising Key Holders have elected to purchase pursuant to the Right of First Refusal (without giving effect to any Transfer Units that any such Exercising Key Holder has elected to purchase pursuant to the Key Holder Undersubscription Notice). If the options to purchase the Units are exercised in full by the Exercising Key Holders, the Company shall immediately notify all of the Exercising Key Holders and the selling Member of that fact.

(d) Closing. The closing of the purchase of Transfer Units by the Key Holders shall take place, and all payments from the Key Holders shall have been delivered to the selling Member, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Member Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

2.10 Right of Co-Sale.

(a) Exercise of Right. If any Transfer Units subject to a Proposed Member Transfer are not purchased pursuant to Section 2.09 above and thereafter are to be sold to a Prospective Transferee, each respective Key Holder may elect to exercise its Right of Co-Sale and participate on a *pro rata* basis in the Proposed Member Transfer as set forth in Section 2.10(b) below and otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Key Holder who desires to exercise its Right of Co-Sale (each, a “**Participating Key Holder**”) must give the selling Member written notice to that effect within fifteen (15) days after the deadline for delivery of a Key Holder Notice described above, and upon giving such notice such Key Holder shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Units Includable. Each Participating Key Holder may include in the Proposed Member Transfer all or any part of such Participating Key Holder’s Units equal to the product obtained by multiplying (i) the aggregate number of Transfer Units subject to the Proposed Member Transfer (excluding Units purchased by the Participating Key Holders pursuant to the Right of First Refusal) by (ii) a fraction, the numerator of which is the number of Units owned by such Participating Key Holder immediately before consummation of the Proposed Member Transfer (including any Units that such Participating Key Holder has agreed to purchase pursuant to the Right of First Refusal but excluding any Incentive Units) and the denominator of which is the total number of Units owned, in the aggregate, by all Participating Key Holders immediately prior to the consummation of the Proposed Member Transfer (including any Units that all Participating Key Holders have collectively agreed to purchase pursuant to the Right of First Refusal), plus the number of Transfer Units held by the selling Member. To the extent one or more of the Participating Key Holders exercise such right of participation in accordance with the terms and conditions set forth herein, the number of Transfer Units that the selling Member may sell in the Proposed Member Transfer shall be correspondingly reduced.

(c) Purchase Covenants. The parties hereby agree that the terms and conditions of any sale pursuant to this Section 2.10 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the parties further covenant and agree to enter into such an agreement as a condition precedent to any sale or other transfer pursuant to this Section 2.10. Neither the Transfer of Transfer Units by the Member nor the Transfer of Units by a Participating Key Holder shall be effective, unless, contemporaneously with such Transfer, the Prospective Transferee executes a counterpart to this Agreement, thereby agreeing to be bound to all the terms and conditions of this Agreement. If any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Key Holder exercising its Right of Co-Sale hereunder, no Member may sell any Transfer Units to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Member purchases all securities subject to the Right of Co-

Sale from such Participating Key Holder on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice.

2.11 Effect of Failure to Comply with Right of First Refusal and Right of Co-Sale.

(a) Transfer Void; Equitable Relief. Any Proposed Member Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Units not made in strict compliance with this Agreement).

(b) Violation of First Refusal Right. If any Member becomes obligated to sell any Transfer Units to any Key Holder under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement, such Key Holder may, at its option, in addition to all other remedies it may have, send to such Member the purchase price for such Transfer Units as is herein specified and request that the Company effect such transfer in the name of such Key Holder on the Company's books the Transfer Units to be sold.

(c) Violation of Co-Sale Right. If any Member purports to sell any Transfer Units in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Key Holder who desires to exercise its Right of Co-Sale under Section 2.10 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Member to purchase from such Key Holder the type and number of Units that such Key Holder would have been entitled to sell to the Prospective Transferee under Section 2.10 had the Prohibited Transfer been effected pursuant to and in compliance with the terms of Section 2.10. The sale will be made on the same terms and subject to the same conditions as would have applied had the Member not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Key Holder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 2.10. Such Member shall also reimburse each Key Holder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Key Holder's rights under Section 2.10.

2.12 Drag-Along Rights.

(a) Definitions. A "**Sale of the Company**" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from the Members Units representing more than fifty percent (50%) of the outstanding voting power of the Company (a "**Unit Sale**"); or (b) a transaction that qualifies as a Capital Transaction.

(b) Actions to be Taken. In the event that the Management Committee approves a Sale of the Company in writing, specifying that this Section 2.12 shall apply to such transaction (such transaction, an “**Approved Sale**”), then each Member hereby agrees:

(i) if such transaction requires Member approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Units in favor of, and adopt, such Approved Sale (together with any related amendment to this Agreement required in order to implement such Approved Sale) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Approved Sale;

(ii) if such transaction is a Unit Sale, to sell the same proportion of Units beneficially held by such Member as is being sold by the Members holding a majority of the Voting Units Deemed Outstanding to the Person to whom the Members holding a majority of the Voting Units Deemed Outstanding propose to sell their Units, and, except as permitted in Section 2.12(c) below, on the same terms and conditions as the Members holding a majority of the Voting Units Deemed Outstanding;

(iii) to execute and deliver all related documentation and take such other action in support of the Approved Sale as shall reasonably be requested by the Company or the Members holding a majority of the Voting Units Deemed Outstanding in order to carry out the terms and provision of this Section 2.12, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, and any similar or related documents;

(iv) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Units owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquirer in connection with the Approved Sale;

(v) to refrain from exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to such Approved Sale;

(vi) if the consideration to be paid in exchange for the Units pursuant to this Section 2.12 includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units; and

(vii) in the event that the Members holding a majority of the Voting Units Deemed Outstanding, in connection with such Approved Sale, appoint a stockholder representative (the “**Stockholder Representative**”) with respect to matters affecting the Members under the applicable definitive transaction agreements following consummation of such Approved Sale, (A) to consent to (1) the appointment of such Stockholder Representative, (2) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (3) the payment of such Member’s pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative’s services and duties in connection with such Approved Sale and its related service as the representative of the Members, and (B) not to assert any claim or commence any suit against the Stockholder Representative or any other Member with respect to any action or inaction taken or failed to be taken by the Stockholder Representative in connection with its service as the Stockholder Representative, absent fraud or willful misconduct.

(c) Exceptions. Notwithstanding the forgoing, a Member will not be required to comply with Section 2.12(b) above in connection with any proposed Approved Sale (the “**Proposed Sale**”) unless:

(i) any representations and warranties to be made by such Member in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units, including but not limited to representations and warranties that (A) the Member holds all right, title and interest in and to the Units such Member purports to hold, free and clear of all liens and encumbrances, (B) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (C) the documents to be entered into by the Member have been duly executed by the Member and delivered to the acquirer and are enforceable against the Member in accordance with their respective terms and (D) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Member’s obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(ii) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than for the inaccuracy of any representation or warranty made by the Company in connection with the Proposed Sale (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any identical representations, warranties and covenants provided by all Members);

(iii) the liability for indemnification, if any, of such Member in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any identical representations, warranties and covenants provided by all Members), and is *pro rata* in proportion to the amount of consideration paid to such Member in connection with such Proposed Sale (in accordance with the provisions of this Agreement related to the allocation of the escrow);

(iv) liability shall be limited to such Member's *pro rata* share (determined based on the respective proceeds payable to each Member in connection with such Proposed Sale in accordance with the provisions of this Agreement) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration actually paid to such Member in connection with such Proposed Sale, except with respect to claims related to fraud by such Member, the liability for which need not be limited as to such Member;

(v) upon the consummation of the Proposed Sale: (A) except as provided in Section 2.12(b)(vi), each holder of each class or series of Units will receive the same form of consideration for their Units of such class or series as is received by other holders in respect of their Units of such same class or series of Units; and (B) unless the Common Units Majority elect to receive a lesser amount by written notice given to the Company at least five (5) days prior to the effective date of any such Proposed Sale, the aggregate consideration receivable by all holders of Units shall be allocated among the holders of Common Units and Incentive Units in accordance with Section 8.01 of this Agreement as if such consideration were distributed to the Members pursuant thereto; and

(vi) except as provided in Section 2.12(b)(vi), subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of Units, if any holders of any Units are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such Units will be given the same option.

(d) Restrictions on Sales of Control of the Company. No Member shall be a party to any Unit Sale unless all holders of Common Units are allowed to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in Section 8.01 (as if such transaction were a Capital Transaction and such consideration were distributed to the Members pursuant thereto), unless the Common Units Majority elects otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such transaction or series of related transactions.

(e) Irrevocable Proxy and Power of Attorney. As security for the performance of each Member's obligations in connection with such Approved Sale, after the approval of the Management Committee and the Members holding a majority of the Voting Units Deemed Outstanding has been obtained pursuant to Section 2.12(b) above, each Member hereby grants to the Company, with full power of substitution and resubstitution, an irrevocable proxy to vote all Units at all meetings of the Members held or taken after the date of this Agreement with respect to an Approved Sale or to execute any written consent in lieu thereof, and hereby irrevocably appoints the Company, with full power of substitution and resubstitution, as such Member's attorney-in-fact with authority to sign any documents with respect to any such vote or any actions by written consent of the Members taken after the date of this Agreement with respect to such Approved Sale. This proxy shall be deemed to be coupled with an interest and shall be irrevocable. This proxy shall terminate upon the consummation of, or termination of, negotiations with respect to, the applicable Approved Sale

2.13 Preemptive Rights. Subject to the terms and conditions of this Section 2.13 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Key Holder that is an “accredited investor” as defined in Rule 501 under the Securities Act. A Key Holder shall be entitled to apportion the right of first offer hereby granted to it among itself and its Affiliates in such proportions as it deems appropriate.

(a) The Company shall give notice (the “**Offer Notice**”) to each such Key Holder, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered and each Key Holder’s pro rata amount as calculated in Section 2.13(b), and (iii) the price and terms, if any, upon which it proposes to offer such New Securities, including a summary of the rights and privileges of such New Securities.

(b) By notification to the Company within seven (7) days after the Offer Notice is given, each such Key Holder may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Units then held by such Key Holder bears to the total number of Units then outstanding. At the expiration of such seven (7) day period, the Company shall promptly notify each Key Holder that elects to purchase or acquire all the units available to it (each, a “**Fully Exercising Key Holder**”) of any other Key Holder’s failure to do likewise. During the seven (7) day period commencing after the Company has given such notice, each Fully Exercising Key Holder may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of units specified above, up to that portion of the New Securities for which Key Holders were entitled to subscribe but that were not subscribed for by the Key Holders which is equal to the proportion that the Units then held by such Fully Exercising Key Holder bears to the Units then held by all Fully Exercising Key Holders who wish to purchase such unsubscribed Units. The closing of any sale pursuant to this Section 2.13(b) shall occur immediately at the later of the expiration of the seven (7) day period commencing after the Company gives notice to Fully Exercising Key Holders or the date of initial sale of New Securities pursuant to Section 2.13(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 2.13(b), the Company may, during the fifteen (15) day period following the expiration of the periods provided in Section 2.13(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within fifteen (15) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Key Holders in accordance with this Section 2.13.

(d) The covenants set forth in Section 2.13 shall terminate and be of no further force or effect upon a Capital Transaction of the Company).

2.14 Information Rights. The Company shall promptly (i) provide each Key Holder with detailed quarterly financial statements, including balance sheet, income statement and cash flow statement, within 30 days following the end of the Company’s each fiscal quarters and an annual report within 45 days following the end of the Company’s fiscal year, (ii) provide each Key Holder

with an annual budget and quarterly budgets, (iii) provide each Key Holder with a quarterly narrative report of the Company's financial condition, including specific material business prospects and strategic plans, and general outlook; and (iv) notify each Key Holder upon the admission of any new Members or substitute Members.

ARTICLE III MANAGEMENT COMMITTEE; CERTAIN GOVERNANCE MATTERS

3.01 Management Committee. The business of the Company shall be managed by a Management Committee (the "**Management Committee**") who may exercise all the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Management Committee may from time to time establish. In the event of a vacancy in the Management Committee, the remaining Management Committee managers, except as otherwise provided by law, may exercise the powers of the full Management Committee until the vacancy is filled. A Management Committee manager shall be a "Manager" for all purposes under the Act.

3.02 Composition of the Management Committee.

(a) The Management Committee shall consist of two or more individuals but not more than three. Initial appointments shall be for a term of twelve (12) months unless terminated earlier pursuant to Section 3.02 (d).

(b) From and after the date of this Agreement, each Member shall vote, or cause to be voted, all Units having voting powers (i.e., Common Units held by a Member) and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of filling positions on the Management Committee, or to execute a written consent in lieu of a meeting of the Members, for the purpose of filling positions on the Management Committee, to elect and continue in office as a Manager:

(i) one (1) individual designated by Atlas Group IV LLC ("**Atlas Group**"), who shall initially be Rio Norris;

(ii) one (1) individual designated by Ryan Winmill, who shall initially be Ryan Winmill; and

(iii) one (1) individual designated by Eyeapetus LLC, who shall initially be Bob Mahoney.

(c) In the absence of any designation from the Persons with the right to designate a Manager as specified above, the Manager previously designated by them and then serving shall be reelected if still eligible to serve as provided herein.

(d) Each Member also agrees to vote, or cause to be voted, all Units owned by such Member, or over which such Member has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(i) no Manager designated pursuant to Section 3.02(b) of this Agreement may be removed from office unless such removal is directed or approved by the individual designating that manager or by affirmative vote of the persons or groups entitled under Section 3.02(b) to designate that manager with a finding that the manager being removed is not acting in the best interest of the company, wasting company resources, or whose continued appointment constitutes a perceived or actual conflict of interest; and

(ii) any vacancies created by the resignation, removal or death of a Manager designated pursuant to Section 3.02(b) shall be filled pursuant to the provisions of this Section 3.02.

(e) No party, nor any Affiliate of any such party, shall have any liability as a result of designating a Manager for any act or omission by such designated person in his or her capacity as a Manager, nor shall any party have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

(f) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death, disability, resignation or removal. Any Manager may resign at any time by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.03 Powers and Duties of the Managers. The Management Committee shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under Section 1.02 or as otherwise provided by law or this Agreement, including without limitation the right and authority, subject to Section 3.09:

(i) to manage the business and affairs of the Company and its subsidiaries and for this purpose to employ, retain or appoint any Officers, employees, consultants, agents, brokers, professionals or other Persons in any capacity with the Company or its subsidiaries for such compensation and on such terms as the Management Committee deems necessary or desirable and to delegate to such Persons such of its duties and responsibilities as the Management Committee shall determine, and to remove such Persons or revoke their delegated authority on such terms or under such conditions as the Management Committee shall determine;

(ii) to form, manage, dissolve and make capital contributions and advances to any subsidiaries of the Company;

(iii) to merge or consolidate the Company or any of its subsidiaries with or into any other entity or otherwise effect the sale of the Company and its business;

(iv) to acquire or invest in other entities or businesses directly or indirectly through one or more subsidiaries;

(v) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company;

(vi) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the Company or any of its subsidiaries on a secured or unsecured basis and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness or guarantees and any mortgage, lien or security interest securing such indebtedness; and

(vii) to issue additional Units or other rights or other interests in the Company and to designate additional classes of interest in the Company.

3.04 Reliance by Third Parties. Any Person dealing with the Company, the Managers or any Member may rely upon a certificate signed by all of the Managers as to: (i) the identity of any Manager or Members; (ii) any factual matters relevant to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company, the Managers or any Member.

3.05 Management Committee Voting Rights; Meetings; Quorum.

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Management Committee or any committee thereof.

(b) Regularly scheduled meetings of the Management Committee may be held at such time, date and place as a majority of the Managers or the CEO (or the President in the absence of a CEO) may from time to time determine in writing. Special meetings of the Management Committee may be called, orally, in writing or by means of electronic communication, by two (2) or more Managers or the CEO (or the President in the absence of a CEO), designating the time, date and place thereof. Managers may participate in meetings of the Management Committee by means of telephone conference or email and participation in a meeting in accordance herewith shall constitute presence in person at such meeting. No Manager may delegate his or her rights and obligations to participate in and vote at any meeting of the Management Committee.

(c) Notice of the time, date and place of all meetings of the Management Committee shall be given to each Manager by the Officer or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his or her business or home address at least forty-eight (48) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting. Notice need not be given to any Manager if a written waiver of notice is executed by him or her before or after the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Management Committee need not specify the purposes of the meeting.

(d) At any meeting of the Management Committee, a majority of the Managers shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice upon reaching a quorum.

(e) Unless otherwise determined by the vote of a majority of the Managers then in office, the Management Committee shall meet at least quarterly in accordance with an agreed-upon schedule.

3.06 Actions of the Management Committee and Committees.

(a) At any meeting of the Management Committee at which a quorum is present, a majority of the Managers present may take any action on behalf of the Management Committee, unless a larger number is required by law or by this Agreement.

(b) Any action required or permitted to be taken at any meeting of the Management Committee may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature) by all of the Managers then in office and filed with the records of the meetings of the Management Committee. Such consent shall be treated as a vote of the Management Committee for all purposes.

3.07 Transaction with Interested Persons.

(a) Unless entered into in bad faith, no contract or transaction between the Company or any of its subsidiaries and one of its or their Managers, Officers or Members, or between the Company or any of its subsidiaries and any other Person in which one or more of its or any of its subsidiaries' Managers, Directors, Officers or Members have a financial interest or are directors, partners, managers, members, stockholders, officers or employees, shall be voidable solely for this reason or solely because said Member, Manager or Officer was present or participated in the authorization of such contract or transaction if: (i) the material facts as to the relationship or interest of said Person and as to the contract or transaction were disclosed or known to the Management Committee and the contract or transaction was authorized by a majority of the votes held by disinterested members of the Management Committee (if any); or (ii) the contract or transaction was entered into on terms and conditions that were fair and reasonable to the Company as of the time it was authorized, approved or ratified. Subject to compliance with the provisions of this Section 3.07, no Member, Manager or Officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any other Member, Manager or other Person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

(b) The Company hereby renounces, to the fullest extent permitted by the Act and applicable law, any interest or expectancy of the Company in, or in being offered, an opportunity to participate in, any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any Manager who is not an employee or consultant of the Company or any of its subsidiaries, or (ii) any holder of Units or any partner, member, director, stockholder, officer, employee or agent of any such holder (other than someone who is an employee of the Company or any of its subsidiaries) (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a Manager (an "**Investor Business Opportunity**"). To the fullest extent permitted by law, and solely in connection therewith, the

Company hereby waives any claim against a Covered Person for pursuing or engaging in any Investor Business Opportunity, and agrees to indemnify all Covered Persons against any claim, that is based on fiduciary duties, the corporate opportunity doctrine or any other legal theory which could limit any Covered Person from pursuing or engaging in any Investor Business Opportunity.

3.08 Limitation of Liability of Managers. No Manager shall be obligated personally for any debt, obligation or liability of the Company or of any Member, whether arising in contract, tort or otherwise, by reason of being or acting as Manager. No Manager shall be personally liable to the Company or its Members for any action undertaken or omitted in good faith reliance upon the provisions of this Agreement unless the acts or omissions of the Manager were not in good faith or involved gross negligence or intentional misconduct; provided, that, subject to Section 3.07 each Manager shall owe, and shall act in a manner consistent with, fiduciary duties to the Company and its Members of the nature, and to the same extent, as those owed by Directors of a Massachusetts corporation to such corporation and its stockholders. Any Person alleging any act or omission as not taken or omitted in good faith shall have the burden of proving by a preponderance of the evidence the absence of good faith.

3.09 Actions Requiring Member Consent. Notwithstanding the provisions of this Agreement, including Section 3.02, the Company shall not, and shall not permit any subsidiary to, without first having obtained the affirmative vote or written consent (including by means of an authorized electronic, stamped or other facsimile signature) of the Common Units Majority, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, do any of the following nor permit any subsidiary to do any of the following (in each case, whether directly or indirectly, by amendment, merger, consolidation or otherwise), and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect:

- (a) liquidate, dissolve or wind-up the business and affairs of the Company; or
- (b) pay or declare any dividend or make any distribution on any Units prior to any dividends on the Common Units (other than dividends or other distributions payable on Units, so long as the holders of Common Units participate in such dividends or other distributions based on their respective deemed Percentage Interests); or
- (c) create or hold any subsidiary that is not a wholly-owned subsidiary or dispose of any subsidiary stock or all or substantially all of any subsidiary's assets.

ARTICLE IV OFFICERS

4.01 Enumeration. Except as otherwise provided herein, the Management Committee may delegate its powers to act on behalf of the Company to Officers (each, an "Officer" and, collectively, the "**Officers**"), which may consist of a Chief Executive Officer (the "**CEO**"), Treasurer (the "**Treasurer**"), Secretary (the "**Secretary**"), and such other Officers, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Management Committee may determine.

4.02 Election. The President, CEO, Treasurer and Secretary may be elected by the Management Committee at any meeting. The initial President, CEO, Treasurer and Secretary shall be Ryan Winmill.

4.03 Qualification. No Officer need be a Member or Manager. Any two (2) or more offices may be held by the same Person.

4.04 Tenure. Except as otherwise provided by the Act or by this Agreement, each of the Officers shall hold office until his successor is elected or until his earlier resignation or removal. Any Officer may resign by delivering his written resignation to the Company at any time, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

4.05 Removal. The Management Committee may remove any Officer with or without cause.

4.06 Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Management Committee.

4.07 Other Powers and Duties. Subject to this Agreement, each Officer shall have, in addition to the duties and powers specifically set forth in this Agreement, such duties and powers as are customarily incident to his or her office, and such duties and powers as may be designated from time to time by the Management Committee.

4.08 Reimbursement of Officers. The Company shall promptly reimburse in full each Officer who is not an employee of the Company for all of such Officer's reasonable out-of-pocket expenses incurred in connection with the performance of his or her duties as such an Officer.

ARTICLE V INDEMNIFICATION

5.01 Right to Indemnification. Subject to the provisions of this ARTICLE V, the Company shall indemnify, to the fullest extent that would have been permissible under the Massachusetts Business Corporation Act (as amended, the "MBCA") if the Company were a corporation organized and existing under the MBCA, all Indemnified Persons against all expenses incurred by the Indemnified Persons in connection with any proceeding in which an Indemnified Person is involved as a result of serving in the capacity by reason of which such Person is deemed to be an "Indemnified Person" pursuant to Section 5.03(b).

5.02 Award of Indemnification. The determination of whether the Company is authorized to indemnify the Indemnified Persons hereunder and any award of indemnification shall be made by one of the following methods, which shall be at the election of the Management Committee: (a) by a majority of the votes held by Managers who are not parties to the proceeding in question, even though less than a quorum, (b) by a committee of Managers designated by a majority of the Managers who are not parties to the proceeding in question, even though less than a quorum, (c) if there are no Managers who are not parties to the proceeding in question or if the Managers who are not parties to the proceeding in question so direct, by Independent Counsel

appointed by the Managers or a Common Units Majority or (d) if so directed by the Management Committee, by the Members.

5.03 Definitions. For purposes of this ARTICLE V:

(a) “**expenses**” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a proceeding, or responding to, or objecting to, a request to provide discovery in any proceeding. Expenses also shall include expenses incurred in connection with any appeal resulting from any proceeding and any federal, state, local or foreign taxes imposed on the Indemnified Person as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by the Indemnified Person or the amount of judgments or fines against the Indemnified Person.

(b) “**Indemnified Person**” includes (i) a Person serving as a Manager or an Officer of the Company or in a similar executive capacity appointed by the Managers and exercising rights and duties delegated by the Managers, (ii) a Person serving at the request of the Company as a Manager, Officer, employee or other agent of another organization, including, without limitation, any subsidiary of the Company, and (iii) any Person who formerly served in any of the foregoing capacities (with respect to matters relating to such services).

(c) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or the Indemnified Person in any matter material to either such party (other than with respect to matters concerning the Indemnified Person under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any Person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnified Person in an action to determine the Indemnified Person’s rights under this Agreement.

(d) “**proceeding**” includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which the Indemnified Person was, is or will be involved as a party or otherwise; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by the Indemnified Person pursuant to Section 5.01 of this Agreement to enforce his rights under this Agreement.

5.04 Insurance.

(a) The Company shall have power to purchase and maintain insurance on behalf of any Manager, Officer, agent or employee (in such amounts and for such persons as the Management Committee determines) against any liability or cost incurred by such Person in any such capacity or arising out of its status as such, whether or not the Company would have power to indemnify against such liability or cost.

(b) If resolved by the Management Committee, the Company shall use commercially reasonable efforts to cause a Directors and Officers Errors and Omissions insurance policy to be maintained from a financially sound and reputable insurer until such time as the Management Committee determines that such insurance should be discontinued.

5.05 Successor Indemnification. The indemnification provided by this ARTICLE V shall inure to the benefit of the heirs and personal representatives of each Indemnified Person. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Management Committee as in effect immediately before such transaction, whether such obligations are contained in this Agreement, or elsewhere, as the case may be.

5.06 Non-Exclusivity. The provisions of this ARTICLE V shall not be construed to limit the power of the Company to indemnify its or any of its subsidiaries' directors, managers, members, stockholders, partners, officers, employees or agents to the full extent that would have been permitted by the MBCA if the Company were a corporation organized and existing under the MBCA, or otherwise permitted by law, or to enter into specific agreements, commitments or arrangements for indemnification that would have been or are so permitted. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this ARTICLE V.

5.07 Amendment. The provisions of this ARTICLE V may be amended or repealed in accordance with Section 12.05; provided, however, that no amendment or repeal of such provisions that adversely affects the rights of a Manager under this ARTICLE V with respect to his acts or omissions at any time prior to such amendment or repeal, shall apply to the Manager without his consent.

ARTICLE VI CAPITAL CONTRIBUTIONS

6.01 Contributions of Capital; Units. The Members have made Capital Contributions to the Company in exchange for Common Units as set forth on Schedule A attached hereto. The Company and the Members acknowledge that the initial Capital Contribution of Atlas Group comprised (i) a \$500,000 payment for Atlas Group's Common Units hereunder and (ii) a \$500,000 payment for a Secured Promissory Note issued by the Company to Atlas Group on or about September 20, 2018, the terms and conditions of which remain in effect as of the date of this Agreement

6.02 Additional Capital Contributions. Except as specified in this Agreement, no Member shall be required to make any additional Capital Contributions to the Company.

6.03 Capital Accounts.

(a) A separate Capital Account shall be established for each Member and shall be maintained in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv) and this Section 6.03(a) shall be interpreted and applied in a manner consistent with such regulations. No Member shall have any obligation to restore any portion of any deficit balance in such Member's Capital Account, whether upon liquidation of its interest in the Company, liquidation of the Company or otherwise. In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), the Company may adjust the Capital Accounts of its Members to reflect revaluations (including any unrealized income, gain or loss) of the Company's property (including intangible assets such as goodwill), whenever it issues additional interests in the Company (including any interests with a zero initial Capital Account), or whenever the adjustments would otherwise be permitted under such Treasury Regulation. In the event that the Capital Accounts of the Members are so adjusted, (i) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property and (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Section 704(c) of the Code. In the event that Code Section 704(c) applies to property of the Company, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization, and gain and loss, as computed for book purposes with respect to such property. The Capital Accounts shall be maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members in liquidation or otherwise. The capital accounts of the Members as of the date hereof are set forth on Schedule A.

(b) Except as otherwise expressly provided herein, no Member may withdraw, or shall be entitled to a return of, any portion of such Member's Capital Contribution.

ARTICLE VII
ALLOCATIONS OF INCOME, ETC.

7.01 Allocations Generally.

(a) Subject to, and after applying, Section 7.01(b), net income or net loss shall be allocated among the Members in such ratio or ratios as may be required to cause the balances of the Members' Economic Capital Accounts to equal, as nearly as possible, their Target Balances, consistent with the provisions of Section 7.01(c).

(b) To the extent necessary for the allocation provisions of Section 7.01(a) to comply with the Treasury Regulations under Section 704(b) of the Code, there is hereby included in this Agreement such special allocation provisions governing the allocation of income, gain, loss,

deduction and credit (prior to making the remaining allocations in conformity with Section 7.01(a)) as may be necessary to provide herein a so-called “qualified income offset,” and ensure that this Agreement complies with all provisions, including “minimum gain” provisions, relating to the allocation of so-called “nonrecourse deductions” and “partner nonrecourse deductions” and the charge back thereof as are required to comply with the Treasury Regulations under Section 704 of the Code. In particular, so-called “nonrecourse deductions” and “excess nonrecourse liabilities,” as defined in the Treasury Regulations under Sections 704 and 752 of the Code, shall be allocated to the Members in proportion to their Percentage Interests.

(c) Compliance with Code Section 704(b). The allocation provisions contained in this ARTICLE VII are intended to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith.

7.02 Tax Allocations.

(a) Subject to Section 7.02(b), items of income, gain, loss, deduction, and credit to be allocated for income tax purposes shall be allocated among the Members on the same basis as the corresponding “book” items are allocated as provided in Section 7.01; provided however, that the tax items allocated to Members pursuant to this Section 7.02(a) shall not be reflected in the Member’s Capital Accounts.

(b) If any assets of the Company are subject to Code Section 704(c) or reflected in the Capital Accounts of the Members at a book value that differs from the adjusted federal income tax basis of such property, then the tax items with respect to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted federal income tax basis of such property of the Company and its book value in accordance with the requirements of Code Section 704(c), the Treasury Regulations thereunder, and Treasury Regulations Section 1.704-1(b)(4)(i) as determined by the Management Committee in accordance with Section 7.03(b).

7.03 Special Allocations and Tax Elections.

(a) If any interest in the Company is transferred, increased or decreased during the year, all items of income, gain, loss, deduction and credit recognized by the Company for such year shall be allocated among the Members as determined by the Management Committee.

(b) The Management Committee shall have the authority to make any tax elections and other tax decisions (including in respect of any tax controversy) with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocation of income and loss contemplated by this ARTICLE VII.

ARTICLE VIII DISTRIBUTIONS

8.01 Distributions Generally.

(a) Subject to the further provisions of this ARTICLE VIII, the Management Committee may, in its discretion, determine the amount of any Proceeds Available for Distribution and any Capital Transaction Proceeds and the time when such amounts are to be distributed. The Management Committee may establish record dates for the purpose of determining the Members of the Company entitled to any distribution.

(b) Subject to Section 8.01(c), the Proceeds Available for Distribution and any Capital Transaction Proceeds shall be distributed, if authorized pursuant to Section 8.01(a), to all holders of Units *pro rata* in proportion to their Percentage Interests.

(c) Notwithstanding any provision in this Agreement to the contrary, no holder of an Incentive Unit shall participate in (and no Incentive Unit shall be treated as outstanding for purposes of apportioning) any distributions under Section 8.01 (other than distributions under Section 8.02 that are treated as advances on distributions made pursuant to Section 8.01(b)) until a total amount equal to the Threshold Price with respect to such Incentive Unit has been distributed in respect of any Common Unit outstanding on the date of issuance of such Incentive Unit subsequent to the issuance of such Incentive Unit (the “**Threshold Condition**”). The Management Committee shall have the discretion to make any determinations required under this clause, including as to the extent to which an Incentive Unit will be excluded from participating in Company Distributions on account of this Section 8.01(c). Subject to the limitations set forth in this Section 8.01, it is the intention of the Members that with respect to each holder of any particular Incentive Unit for which the Threshold Condition has been satisfied, the sum of (i) the amounts distributed to such holder with respect to such Incentive Unit plus (ii) the Threshold Price for such Incentive Unit shall equal the amount distributed with respect to a Common Unit outstanding on the date of issuance of such Incentive Unit subsequent to the issuance of such Incentive Unit.

8.02 Tax Distributions. Within ninety (90) days after the end of each taxable year, to the extent of any available cash on hand, the Company shall distribute to each Member (any such distribution, a “**Tax Distribution**”) an amount such that total distributions under Sections 8.01 and 8.02 to such Member with respect to the taxable year recently ended are at least equal to the assumed federal, state and local income tax liability (such liability, a “**Tax Liability**”) incurred by such Member with respect to such Member’s distributive share of the Company’s taxable net income for such taxable year. For the avoidance of doubt, for purposes of the preceding sentence, a Tax Distribution under this Section 8.02 is in respect of the taxable year for which it was calculated, even if distributed in the subsequent taxable year. For purposes of the computation required by this Section 8.02, the taxable net income for a taxable year allocated to each Member shall be deemed to be reduced by any prior net loss allocated to such Member that was not previously taken into account under this sentence. Capital losses included in any such prior net losses shall be included in the computation only to the extent of subsequent capital gains. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal and state income tax rate applicable to individuals under the Code and the laws of the state in which any Member of the Company resides or where the Company does business and which state has the highest effective state income tax rate of all of the states in which any Members of the Company reside or where the Company does business, giving effect to the different tax rates attributable to different types of income earned by the Company, and the deductibility of state taxes for federal income tax purposes. Any Tax

Distribution shall be treated as an advance on the Member's rights to distributions under Section 8.01, and shall reduce the amount of the first such distributions under such subsection of Section 8.01 on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Management Committee to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the Members' rights to distributions under the applicable subsection of Section 8.01 in the manner described above (and to the amount of the annual distribution under this Section 8.02). If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company upon request by the Management Committee and any such refunded amount shall be treated as if it were never distributed.

8.03 Withholding and Limitations on Distributions. Any tax required to be withheld with respect to any Member under Section 1446 or other provisions of the Code, or under state, local, or foreign law, or any withholding taxes in respect of amounts payable to the Company or taxes payable by the Company attributable to the different status of one or more direct or indirect members of the Company shall be treated for all purposes of this Agreement (i) as a distribution of cash to be charged against any distributions to which such Member would otherwise have been entitled; or (ii) if determined by the Management Committee, as a demand loan to such Member. No distribution shall be made to a Member if and to the extent that such distribution would cause the Company to be insolvent.

8.04 In-Kind Distributions. The amount of any in-kind distribution shall be distributed on the basis of the property's then Fair Market Value and shall be distributed to the Members in proportion to their overall shares of the amounts then being distributed in accordance with Section 8.01.

ARTICLE IX TAX MATTERS AND REPORTS; ACCOUNTING

9.01 Tax Reports to Current and Former Members. After the end of each Fiscal Year, the Company shall prepare and mail, or cause its accountants to prepare and mail, not later than 120 days following the end of such Fiscal Year (or such later date as is approved by a majority of the members of the Management Committee), to each Member and, to the extent necessary, to each former Member (or its legal representatives), a report setting forth in sufficient detail such information as is required to be furnished to members by law and as shall enable such Member or former Member (or its legal representatives) to prepare their respective federal and state income tax or informational returns in accordance with the laws, rules and regulations then prevailing.

9.02 Accounting Records. The Company shall maintain complete books and records accurately reflecting the accounts, business, transactions and Members of the Company.

9.03 Tax Accounting Method. Those documents relating to allocations of items of income, gain, loss, deduction or credit and Capital Accounts shall be kept under federal income tax accounting principles as provided herein.

ARTICLE X
DISSOLUTION, LIQUIDATION, AND TERMINATION; INCORPORATION

10.01 Dissolution. The Company shall be dissolved upon (i) the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act or (ii) the decision of the Management Committee and a Common Units Majority.

10.02 Liquidating Distributions. In settling accounts upon dissolution, winding up and liquidation of the Company, the assets of the Company shall be applied and distributed as expeditiously as possible in the following order:

(a) To pay (or make reasonable provision for the payment of) all creditors of the Company, including, to the extent permitted by law, Members or other Affiliates that are creditors, in satisfaction of liabilities of the Company in the order of priority provided by law, including expenses relating to the dissolution and winding up of the Company, discharging liabilities of the Company, distributing the assets of the Company and terminating the Company as a limited liability company in accordance with this Agreement and the Act); and

(b) To the Members in accordance with Section 8.01, subject to any offsets required by Section 8.02.

ARTICLE XI
DEFINITIONS

11.01 Certain Definitions. For purposes of this Agreement the following terms have the following meanings:

“**Affiliate**” means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including without limitation any general partner, officer, director, or manager of such Person and any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

“**Capital Account**” means the capital account maintained by the Company for each Member as described in Section 6.03.

“**Capital Contribution**” means, for any Member, all cash and the agreed fair market value of the property contributed by the Member to the Company, as set forth on Schedule A hereto.

“**Capital Transaction**” means any: (i) merger or consolidation in which the Company is a constituent party or a subsidiary of the Company is a constituent party and the Company issues equity securities pursuant to such merger or consolidation, except any such merger or consolidation involving the Company or a subsidiary in which the equity ownership of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity ownership of (a) the

surviving or resulting entity, or (b) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity (provided that, all Units issuable upon exercise of options outstanding immediately prior to such merger or consolidation or upon conversion of convertible securities outstanding prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding Units are converted or exchanged); or (ii) sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

“Capital Transaction Proceeds” means the net amounts received resulting from a Capital Transaction plus the Capital Contribution after deducting (a) all costs and expenses of the Company directly related to the Capital Transaction, (b) the amount (if any) to discharge all debts and obligations of the Company required to be paid as a result of the Capital Transaction, and (c) any reasonable reserves that are required for the fixed, contingent or future liabilities or obligations of the Company. For the avoidance of doubt, in the event of a Capital Transaction in which the Company’s equity interests in any of its subsidiaries is transferred to the Members, the “Capital Transaction Proceeds” shall mean the equity interests of such subsidiary so distributed.

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

“Common Units Majority” means the Members holding at least fifty percent (50%) of the outstanding Common Units.

“Company Distributions” means Proceeds Available for Distribution and Capital Transaction Proceeds, in each case, to the extent distributed or to be concurrently distributed to the Members.

“Competitor” means a Person primarily engaged in, in the good faith judgment of the Management Committee, the business of providing cash or product delivery services. For the avoidance of doubt, a Competitor shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, (a) holds a passive investments in publicly traded companies (representing less than one percent (1%) of such company) that would otherwise be deemed a Competitor and (b) does not have, and none any of its Affiliates have, a representative who attends or the right to designate someone to attend, meetings of the board of directors or any advisory board (or any committee of the board or advisory board) as a director, observer or in any other capacity of a Person that would otherwise be deemed a Competitor.

“Economic Capital Account” means, with respect to any Member, such Member’s Capital Account balance as of the date of determination, after crediting to such Capital Account any amounts that the Member is deemed obligated to restore under Treasury Regulations Section 1.704 2.

“Exempted Securities” shall mean: (i) Incentive Units issued to employees or directors of, or consultants or advisors to, the Company or any of its subsidiaries in an amount not to exceed such number that is determined by the Management Committee from time to time; (ii) Units issued or issuable to financial institutions, equipment lessors, landlords, brokers or similar entities in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions, the principal purpose of which is other than the raising of capital through the sale of equity securities of the Company and the terms of which are approved by the Management Committee; (iii) Units issued or issuable in connection with the acquisition (whether by merger, purchase of assets, license or otherwise) of any other company or its assets, property or intellectual property rights, the terms of which are approved by the Management Committee; and (iv) Units issued or issuable to an entity as a component of any corporate strategic relationship, including joint ventures or distribution arrangements, the principal purpose of which is other than the raising of capital through the sale of equity securities of the Company and which relationship and its terms are approved by the Management Committee.

“Fair Market Value” means, with respect to any asset, as of the date of determination, the cash price (as determined in the reasonable discretion of the Management Committee) at which a willing seller would sell, and a willing buyer would buy, each being apprised of all relevant facts and neither acting under compulsion, such asset in an arm’s-length negotiated transaction with an unaffiliated third party without time constraints.

“Immediate Family Member” means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, stepsibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a natural person referred to herein.

“Key Holder” means those individuals and entities holding greater than 500,000 of the Units of the Company from time to time outstanding.

“Key Holder Notice” means written notice from a Key Holder notifying the Company and the selling Member that such Key Holder intends to exercise its Right of First Refusal as to a portion of the Transfer Units with respect to any Proposed Member Transfer.

“Manager” means any member of the Management Committee.

“New Securities” means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities; provided, however, that Exempted Securities shall not constitute New Securities for any purpose hereunder.

“Percentage Interest” of each Member at any time shall mean (i) the sum of (A) the number of Common Units held by such Member at such time, plus (B) the number of Incentive Units held by such Member at such time divided by (ii) the sum of (A) the number of Common Units then outstanding at such time, plus (B) the number of Incentive Units then outstanding at such time, provided that Incentive Units that are unvested at such time shall not be included in the calculation of Percentage Interest for any Member, except to the extent a separate agreement

between the Company and a Member that has been approved by the Management Committee provides that unvested Incentive Units will be included in the calculation of Percentage Interest or this Agreement otherwise provides.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, estate, unincorporated organization, governmental or regulatory body or other entity.

“Proceeds Available for Distribution” means all cash amounts received by the Company (excluding proceeds from Capital Contributions and Capital Transaction Proceeds) after deduction for payments of operating expenses, other cash expenditures, and any amounts set aside for the restoration, increase or creation of reasonable reserves.

“Proposed Member Transfer” means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Units (or any interest therein) proposed by any of the Members.

“Proposed Transfer Notice” means written notice from a Member setting forth the terms and conditions of a Proposed Member Transfer.

“Prospective Transferee” means any person to whom a Member proposes to make a Proposed Member Transfer.

“Right of Co-Sale” means the right, but not an obligation, of a Key Holder to participate in a Proposed Member Transfer on the terms and conditions specified in the Proposed Transfer Notice.

“Right of First Refusal” means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Units with respect to a Proposed Member Transfer pursuant to Section 10.02, on the terms and conditions specified in the Proposed Transfer Notice.

“Target Balance” means, with respect to any Member as of the close of any period for which allocations are made under ARTICLE VII, the amount such Member would receive (or be required to contribute) in a hypothetical liquidation of the Company as of the close of such period, assuming for purposes of any hypothetical liquidation (i) a sale of all of the assets of the Company at prices equal to their then book values (as maintained by the Company for purposes of, and as maintained pursuant to, the capital account maintenance provisions of Treasury Regulations Sections 1.704 1(b)(2)(iv)), and (ii) the distribution of the net proceeds thereof to the Members pursuant to the provisions of Section 8.01 (after the payment of all actual Company indebtedness, and any other liabilities related to the Company’s assets, limited, in the case of non-recourse liabilities, to the collateral securing or otherwise available to satisfy such liabilities and treating all outstanding unvested Incentive Units as vested Incentive Units in compliance with the requirements of Section 4.01 of IRS Revenue Procedure 2001-43).

“Transfer” means any, direct or indirect, sale, exchange, transfer (by gift or otherwise), assignment, distribution, pledge, creation of a security interest, lien or trust with

respect to, or otherwise disposal of or encumbrance of the Units owned by a Member or any interest in or option on or based on the value of the Units.

“**Transfer Units**” means Units owned by a Member, or issued to a Member after the date hereof (including, without limitation, in connection with any unit split, recapitalization, reorganization, or the like).

“**Treasury Regulation**” means a regulation issued by the United States Department of the Treasury and relating to a matter arising under the Code.

“**Voting Units Deemed Outstanding**” shall mean, at any time, the sum of all Common Units then outstanding (excluding Incentive Units).

ARTICLE XII GENERAL PROVISIONS

12.01 Offset. Whenever the Company is obligated to pay any sum to any Member, any amounts that such Member owes the Company may be deducted from said sum before payment.

12.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (a) three (3) days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested, (b) upon delivery to the recipient in person or by courier, or (c) upon receipt of a facsimile transmission by the recipient. Such notices, requests and consents shall be given (x) to the Members at the addresses set forth on the records of the Company or such other address as may be specified by notice to the Management Committee, and (y) to the Company or the Management Committee at the address of the principal office of the Company. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.03 Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to the membership interests of the Company, whether oral or written.

12.04 Consent to Jurisdiction. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the Commonwealth of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

12.05 Amendment or Modification. Except as otherwise set forth herein, this Agreement and the Certificate may be modified or amended (or compliance with any provision hereof or thereof waived) by an instrument in writing signed by the Company and the Members holding at least sixty percent (60%) of the outstanding Common Units; provided, however, no such amendment may, without the consent of each affected Member, require any Member to make contributions to the Company or make the Member liable for any debts or obligations of the Company.

12.06 Binding Effect. Subject to the restrictions on transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of each of the Members and their respective heirs, legal representatives, successors and assigns.

12.07 Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the Commonwealth of Massachusetts, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

12.08 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

12.09 Interpretation. For the purposes of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act; and all nouns, pronouns and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular, or plural, whichever shall be applicable. Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12.10 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Members shall be entitled to seek an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

12.11 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



394003217

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Atlas Marketplace & Delivery LLC
PO Box 1826
Duxbury, MA 02331-1826

EAN: 22122027
May 18, 2022

Certificate Id:59191

The Department of Unemployment Assistance certifies that as of 5/18/2022 ,Atlas Marketplace & Delivery LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



William Francis Galvin
Secretary of the
Commonwealth

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

April 19, 2022

TO WHOM IT MAY CONCERN:

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

ATLAS MARKETPLACE AND DELIVERY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 23, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **RYAN WINMILL**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **RYAN WINMILL, COLLEEN MAIMARON, ABIGAIL SCHNIBBE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **RYAN WINMILL**



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

William Francis Galvin
Secretary of the Commonwealth

Processed By:NGM



PLYMOUTH
ARMOR GROUP



Business Plan 2021

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PLYMOUTH ARMOR GROUP

CANNABIS CASH & PRODUCT TRANSPORTATION

PLYMOUTH ARMOR GROUP, 14 APOLLO 11 ROAD, UNIT 2 PLYMOUTH, MA 02360



SECTION I: EXECUTIVE SUMMARY

Plymouth Armor Group (“PAG” or the “Company”) has become the premier cannabis industry cash and product transportation provider in New England by successfully transporting over \$500M in cash deposits within the last two years; securing a “Third Party Transporter” license in Massachusetts; and demonstrating six consecutive months of revenue growth despite the national Covid-19 shutdown.

In early 2019, PAG successfully launched transportation services starting in Massachusetts and quickly expanded into Connecticut, Rhode Island, and New Hampshire. Currently, PAG now dominates the cannabis armored car transportation sector and is rapidly expanding recreational product delivery as **one of only two** licensed transporters in Massachusetts. PAG saw **294% revenue growth from 2019-2020** and has significant goals to continue on this trajectory in 2021. Future growth includes additional cash transport services, expanded wholesale delivery, and warehousing/distribution. Additionally, PAG will continue to set the industry standard for compliance and security by leading several industry trade associations; working with regulators to shape transportation policies; and honoring our commitment to hire veterans, women, and minorities.

Operating six days a week with a fleet of ten (10) armored vehicles, PAG’s success includes the following:

- **Six Consecutive Months of Revenue Growth:** PAG has demonstrated six (6) consecutive months of revenue growth and client on-boarding since COVID-19.
- **Significant Growth Year to Year:** 294% revenue growth from 2019-2020 with the goal of 212% growth in 2021.
- **Banking Relationships:** PAG is the preferred service provider for Century Bank (MA), which holds approximately 90% of all the cannabis accounts in the Northeast. As well as Gardner Credit Union and Bay Coast Bank in Massachusetts.
- **Cash Deposits Completed:** PAG has deposited over \$500M in cash deposits represented by over 6700 separate trips without incident.

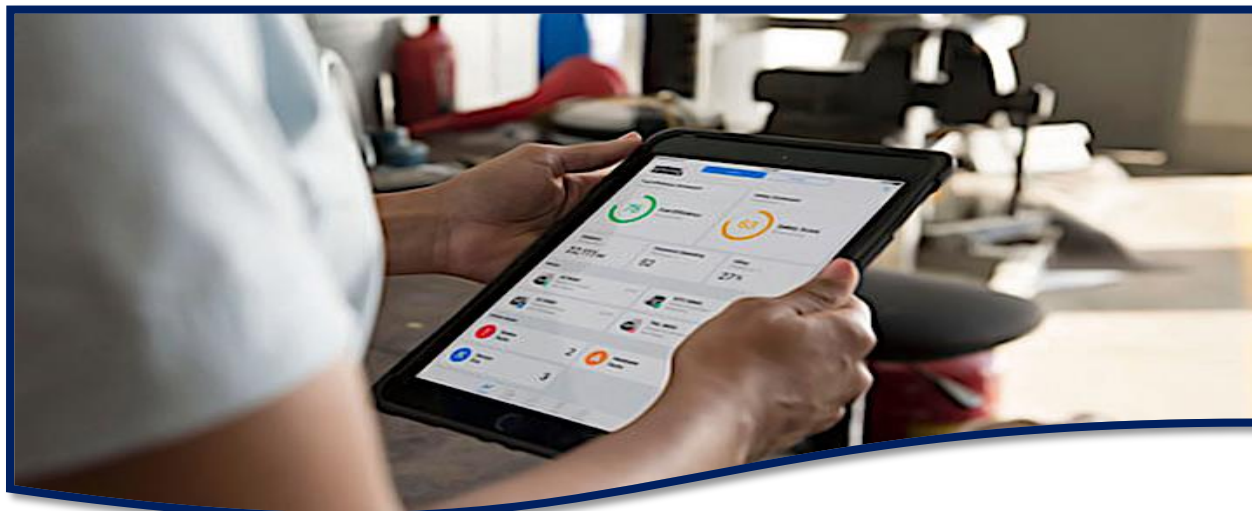
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- **New England Operations Center:** PAG has built a “state of the art” New England Operations Center for delivery logistics and optimization and is in the process opening their warehouse/distribution center in Western MA..
- **Wholesale Product:** PAG is currently transporting wholesale cannabis in Massachusetts, having completed 717 product transport trips to date without incident.
- **Best Practice Model:** The Massachusetts Cannabis Control Commission recently adopted PAG’s proposed “all armor” requirements for cash deposits further raising the barrier to entry for future competition.
- **Licensed, Bonded, and Insured:** PAG received approval for all local licensing requirements for the Town of Plymouth; is licensed by the Massachusetts State Police for armed transport; and in November 2020 received the second of only two existing Third Party Transporter licenses for Recreational Cannabis in Massachusetts.
- **National Client Expansion:** PAG is currently under contract and in discussion with several national (multi-state) strategic partners including Acreage, Natures Medicine, Cannex, and Surterra with a proven model that can easily be replicated in other markets such as New York, Florida, New Jersey, Michigan, Maryland, Pennsylvania, and Ohio.

For 2021, PAG revenue services will include **Medical and Recreational Wholesale Delivery; Lab Testing Delivery; and Bank Deposit/Change Order Delivery**. Supporting the transportation operations is a team of highly skilled personnel focused on transport logistics, aggressive sales quotas, and a robust marketing campaign. PAG is committed to low overhead and agile financial planning to drive revenue milestones and expand upon an already well-established hub within the Boston-area with future expansion plans that include **regional logistic outposts and/or distribution centers throughout New England to further** optimize operations and dominate the northeast.

Accordingly, the Company has prepared a detailed Financial Plan that includes a one-year financial forecast which demonstrates profitability, sustainability, compliance, and an understanding of the cannabis market and a detailed list of assumptions that are critical in the construction of the financial model so that investors can assess our expectation of market demand, capital expenditures, output capacity and operating efficiencies. The assumptions found within our financial forecast are derived from a variety of sources, including publicly available information, third party professional advisors and direct contributions from our team of experienced operating and management personnel.

THE BOTTOM LINE – LICENSING LEADS TO EXPANSION AND A MODEL THAT CAN BE REPLICATED NATIONWIDE. Unlike other startup companies, PAG is uniquely positioned to rapidly scale based on market demand and demonstrated strategic growth - with the goal of dominating New England and capitalizing on the Massachusetts Third Party Transport License. The Company believes it can achieve these economies with modest demand from customers, while transferring profitability to the investors through pricing. Ultimately, the Company understands the market, how to prepare for adverse conditions, and is capable of scaling with the regions developing programs to continue on the path towards profitability in the next 12-18 months.



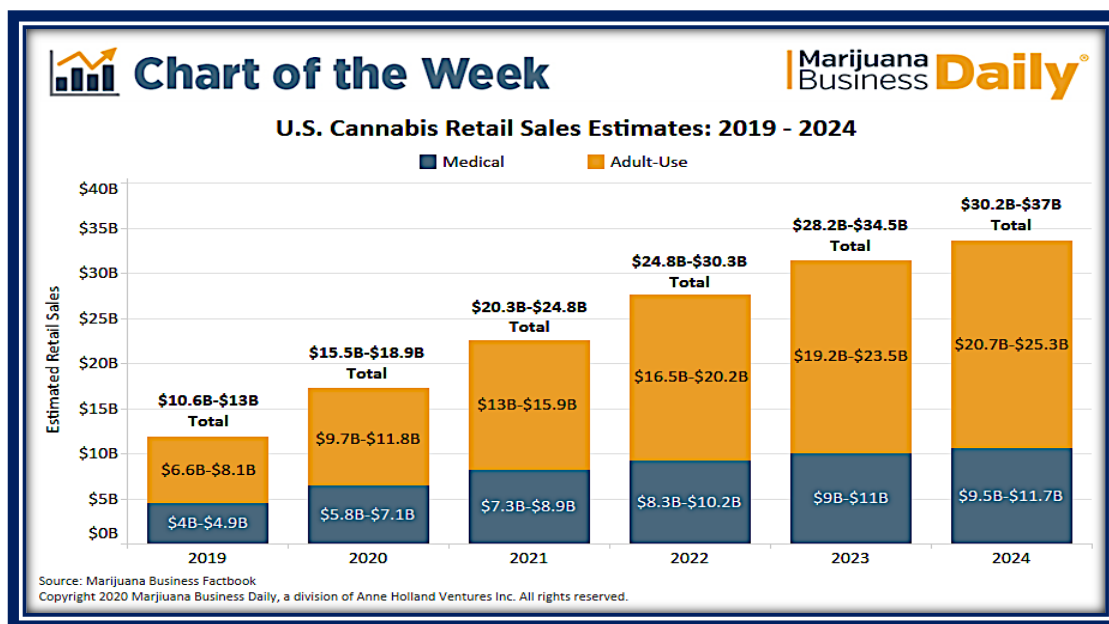
SECTION II: MARKETPLACE OPPORTUNITY

In today's cannabis marketplace, there is overwhelming demand for cash transportation, product home delivery, and product business-to-business transportation. In 2021, PAG intends to continue building upon our current operations in Massachusetts for further New England expansion and then scale/replicate nationally to additional states sometime in 2022. Nationwide there continues to be an absence of standards for transportation and delivery service providers and an even greater absence of safe providers utilizing armored cars and security best-practices. At the same time demand continues to increase as industry expansion combines with the convenience of online ordering. The opportunity can be summarized in three points:

1. **Absence of National and Local Competition:** There are currently no national competitors such as FedEx, UPS, or DHL in the marketplace because of concerns related to federal laws. Locally, there are a handful of independent transportation providers currently operating unsafe and non-compliant vehicles (e.g., personal vehicles) with no secure tracking or oversight.
2. **Absence of Investment within Industry and Movement to Outsourcing Transportation:** Dispensary and cultivation owners face high market entry costs. As a result, approximately 75% of the entire market does not have their own transportation of delivery. Rather, their focus is on their brick-and-mortar retail operations. Cultivators that had no choice but to do transportation themselves before Third Party Transporters existed in the Massachusetts market are now moving away from that model, while new cultivators coming on board are more likely to outsource transportation entirely.
3. **Compliance and Revenue Loss:** Each state has imposed strict compliance measures on transportation/vehicles requiring cameras, communications, GPS, and other licensing safety requirements. The barrier for entry into transportation is high. In other words, industry participants or third parties cannot simply buy a vehicle and become a transportation provider.

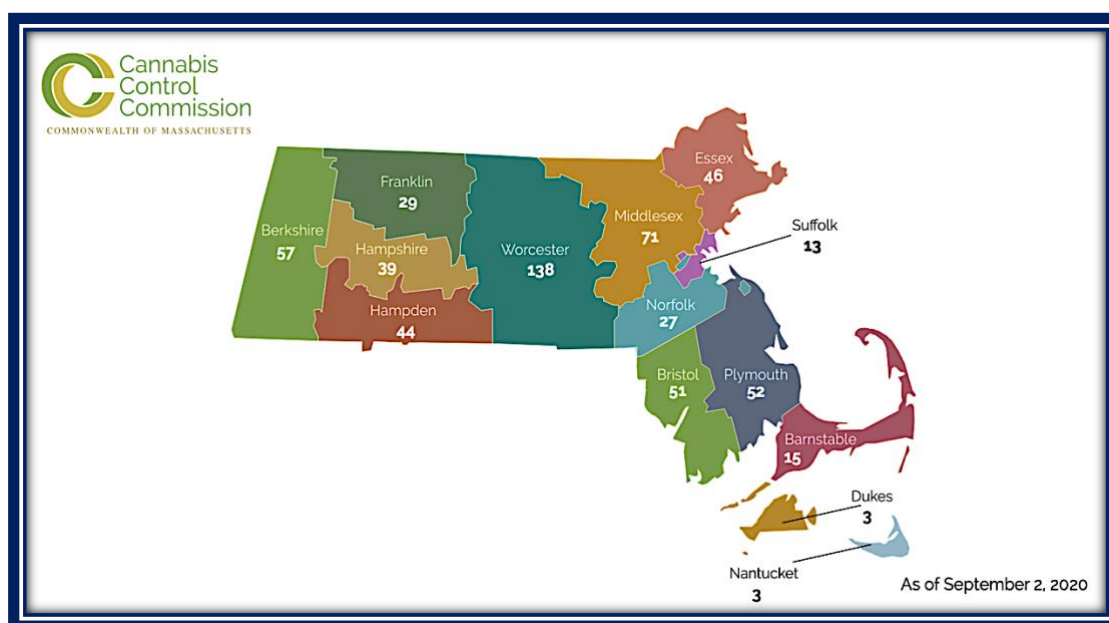
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Why does this matter? This matters for two reasons. First, the industry continues to grow at a rapid rate of expansions as reflected below:



Second, the current number of licenses in Massachusetts alone is **177 and counting**. This number is expecting to more than double within the next year to over **375 potentially**. See the attached 2021 Market Analysis deck for more in-depth projections.

**Massachusetts is a sample market for representational purposes.*



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Accordingly, businesses are asking the following:

- ◆ How do we safely and securely transport large quantities of cannabis to our retail dispensary operations?
- ◆ What financial investments should we be making to have a competitive edge for online orders?
- ◆ Is my business/license financially safeguarded from liability?
- ◆ Are there industry best practices we should be adhering to for home delivery, wholesale transportation and cash transportation?

What's the bottom line? PAG's 2020 year of **294%** growth, despite the COVID-19 shutdown, will allow the Company in 2021 to capture and secure an additional **60%** of market share and continue expansion growth within the New England region.

What is the Financial Forecast? PAG's most likely or base case financials projects for our service offerings are estimated to be approximately **\$2.6 Million in 2021** and **\$4.6 Million in 2022**.

LICENSING AND EXPANSION

In 2020, PAG expanded regionally in New England which not only included investments in fleet operations, but also an online fleet management system that will continue to optimize and consolidate statewide delivery services for cannabis product and cash. Similar to the Amazon or Expedia models that allow the customer to track shipments online, the PAG platform has provided a logistics platform for the entire region which is scalable and ready for future expansion.



As previously mentioned, PAG maintained operation during the COVID-19 shutdown and has benefited from the increased demand for delivery and transportation due to social distancing requirements. In 2021, PAG believes that this demand will increase due to continued social distancing requirements, convenience, associated costs, and for liability reasons. That is why PAG is perfectly positioned to further dominate the Northeast leveraging an already robust infrastructure.

Further, PAG is currently under contract and in discussion with several national (multi-state) strategic partners including Acreage, Natures Medicine, Cannex, and Surterra to expand in 2021-22. Immediate near-term expansion includes establishing one (1) additional logistics office and/or distribution center in New England as well as for replicating the PAG Model in New York, New Jersey, Michigan, Maryland, Pennsylvania, and Ohio. The steps for this process include:






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1. **Expand by one (1) additional logistics facility in New England.**
2. **Expand vehicle fleet by six (6) new armored vehicles.**
3. **Enhance advertising, marketing, and sales (addition of one consultant and one employee)**
4. **Continue to pursue revenue diversification efforts to ensure long-term sustainability and increased profit as the industry evolves.**



SECTION III: SERVICE OFFERINGS

PAG has five primary service offerings including Cash Deposits Transport, Change Order Delivery; Wholesale Delivery; Lab Delivery; and Warehouseing represented below with average price per individual customer. As explained in our Financial Plan these services offerings will be the cornerstone for PAG’s expansion with a simple philosophy **“Stick to What You Are Good At and Do It Well.”**

PLYMOUTH ARMOR SERVICE OFFERINGS		
	Cash Deposits	\$200 Twice a Week
	Change Orders	\$200 Once a Week
	Wholesale Delivery	\$400 Twice a Week
	Lab Delivery	\$600 Once a Week
	Warehouse/Distribution	\$65/hour per day, One-Two Days a week

Price Point: Similar to other mature markets such as Colorado, California, and Nevada the Company has accurately researched price points as reflected above that will competitively allow for realistic growth and obtainable revenue projections.



SECTION IV: PAG FLEET

PAG has streamlined its fleet of vehicles to ensure optimal utilization and avoid mechanical impediment by exclusively utilizing Ford and Ram vehicles. The exclusive use of these brands will continue to ensure ease for maintenance, factor in fuel consumption, accommodate large bulk shipments, and competitively operate the smaller vehicles for urban setting deliveries. In 2021, PAG will add **six (6)** new vehicles to the fleet.

Logistics Optimization. PAG will continue collecting and analyzing data from each service to show relevant trend analysis for industry segments. This is similar to those seen within the auto, airline, and consumer products industries. This allows PAG on a quarterly basis to optimize logistics costs. This reporting can can/may be also shared with investors to further help drive policy changes for standards, potential investment funding, and new market expansion among other initiatives.

Vehicle and compliance highlights include the following:

SECURITY AND COMPLIANCE

- Light weight armoring package
- Siren/PA/Intercom system
- Emergency lights system
- Heavy duty wheels
- Radio and Alarm
- Run flat devices
- Secure vault for home delivery cash
- GPS Tracking
- Heavy duty brake system and components
- Integrated access control module
- Driver-controlled remote locking system
- Protection for battery and electronic control module
- Reinforced door hinges, suspension, and other critical structure points
- Video surveillance of both internal and external viewpoints



SECTION VI: MARKETING AND GROWTH

PAG will build upon an already robust marketing campaign to further drive sales and revenue. The following categories show areas of investment scheduled for 2021. PAG has extensively developed employees internally to allow for significant cost savings in this area with large returns.

SALES & MARKETING		
		Estimated
	Brochure and Marketing Materials	\$2,600
	Trade Advertising	\$5,485
	Social Media Expansion	\$2,855
	Sales Specialist (Salesforce Consultant)	\$10,500
	Sales Associate	\$65,000 annual salary
	Website	\$TBD

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How will Marketing and Growth Occur? Sales in this industry will be targeted and strategic with little lead generation effort. Therefore, growth and promotion will focus primarily on:

1. PAG service offerings with CEO's of Multi-state license holdings who are decision makers in comparison to merely retail operators.
2. Develop and maintain access to decision-makers who control policy decisions for the entire sector of industry.
3. Target large cultivation facilities to ensure greater size of contracts and long-term sustainability.

Website Platform: PAG will have a robust online sales platform and in late 2020 launched a fully operational site that will drive sales, scheduling, and recurring deliveries.

The following promotional methods, among others, will also be employed:

1. Trade events and conferences
2. Ownership networking
3. Newsletter
4. Advertising
5. Website
6. Customer value in kind sponsorships
7. Distinctive logo and uniforms to take advantage of broadcast & public exposure
8. Public relations
9. Grassroots efforts

Hiring for Sales Revenue: PAG intends to hire one (1) additional sales employee and one (1) Salesforce consultant in 2021. The life blood of any Company is revenue, and even though PAG has enjoyed unprecedented growth with only two sales associates, expansion and increased sales are essential. Therefore, these two additional roles will expand the sales division to generate significant results.

Competition: The list below represents the competitors for the transportation industry in general. However, there are no national/traditional service-providers operating in this industry, and transportation providers for this industry are generally small/local and struggle to maintain security best-practices. As a result, there remains initially a high barrier for new transportation entrants who are not otherwise familiar and experienced with the cannabis industry. In other words, none of the competitors have qualifiers that make them truly distinct from each other, nor are they in the space that PAG intends to dominate. The following are local and national companies specializing in transportation and/or security:

- FedEx (no cannabis related services)
- DHL (no cannabis related services)
- UPS (no cannabis related services)
- United States Postal Service (no cannabis related services)
- Eagle Eye Transport
- Hard Car (California only)
- Empyreal Logistics (Multi-State Cash Transporter)



SECTION VII: VALUE PROPOSITION

In 2019 PAG began with a business plan that incrementally built a successful trajectory for growth. **With 294% growth from 2019-2020 and projection of 212% growth in 2021, PAG is confident it will continue on this path.** Our value proposition remains steadfast in building upon the success of the past two years to further drive valuation and capture further market share. Ultimately, this positions PAG for the most likely outcomes as follows:

- 1) National Expansion and Increased Regional Market Share.
- 2) Rapid Annual Revenue Growth and Increased Enterprise Value for Investors.
- 3) Sale of the Company at a Premium based on Favorable and Long and Short Term Exit Strategies.

SECTION VIII: THE TEAM

THE PAG TEAM

BOARD OF DIRECTORS

(3 MEMBERS)

The board of directors, including the CEO (chief executive officer), have defined roles and responsibilities within the business organization. Specifically, the role of the board of directors is to assess and influence the overall direction and strategy of the business and ensure compliance and optimization at every turn. The CEO is responsible for hiring all other employees and overseeing the day-to-day operation of the business.

PAG TEAM:

(20 STAFF POSITIONS)

PAG has a small and highly qualified team comprised of senior-level executives with autonomous skills to drive business growth. In other words, team members do not have a learning curve for executing the business objectives outlined in this plan. The quality of Driver Associates is intentional to ensure public safety and customer satisfaction. Our staff consists of the following positions, which will be supplemented as needed.

Chief Executive Officer

Chief Operating Officer

Chief Financial Officer

Vice President of Compliance

(3) Fleet Manager Associates
(Part/Full Time)

(20) Driver Associates
(Part/Full Time)

Ryan Winmill, J.D. – Chief Executive Officer

Ryan has extensive knowledge of the cannabis security industry and is a leading expert on establishing nationally recognizes best practices for security including those for anti-diversion, risk management, employee safety training, local community outreach, and collaborative partnerships with law enforcement. Ryan's engagements include supporting over fifty (50) dispensaries and cultivation facilities located in nine (9) different states nation-wide. Ryan is also leading the Winmill Group, LLC supporting other Medical Marijuana projects in Nevada, Maryland, Illinois, California, and Colorado. Prior to PAG, Ryan set up the state Homeland Security Programs serving in the Massachusetts Executive Office of Public Safety and also served at the U.S. Department of Homeland Security in Headquarters in Washington D.C.

Colleen Maimaron, CPA – Chief Financial Officer

Colleen Maimaron is a Certified Public Accountant with experience in the public and private sectors. She was the CFO of a \$10M non-profit agency for over 10 years, and more recently acted as the virtual CFO for two other multi-million-dollar companies. Colleen started a public accounting practice in 2005 which today offers individual, business, and not-for-profit tax and accounting services. She was one of the first hires by Plymouth Armor Group in October 2018 as a consultant and as such has been greatly involved in the finances of the business since inception.

Abigail Schnibbe – Chief Operating Officer

Abigail is a founding member of Plymouth Armor Group and has built the entire operation from the ground up. She has extensive knowledge of the industry including compliance, personnel management, and logistics operations. In addition to daily operations, she is responsible for professional development and the diversity and inclusion program. She also founded and leads the

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Massachusetts Association for Cannabis Transports (MACT) and oversees the continued optimization for fleet management as well.

Joseph Nicholson – Vice President for Compliance

Joseph has over 21 years of experience as a special agent with the U.S Drug Enforcement Administration (DEA), Joseph was responsible for conducting complex criminal investigations which target drug cartels operating both domestically and internationally. Joseph also held the position of the DEA Division Security Officer, responsible for conducting physical, personnel and informational security assessments and audits, for all DEA offices (over 20) located within the DEA New England Field Division. Upon retirement from the Federal Government, Joseph was named as the Director of Compliance for the Medical Use of Marijuana Program in Massachusetts. During that time, Joseph developed extensive knowledge in compliance and regulatory matters in the marijuana industry. Joseph was responsible for maintaining the integrity of the Medical Use of Marijuana Program and coordinated and directed all investigations and regulatory inquiries by the Department of Public. During Joseph's tenure at the Medical Use of Marijuana Program, registered medical marijuana dispensary licenses increased from ten (10) registered marijuana dispensaries to over forty (40).

Board of Directors (3 Members)

The Board of Directors, including the CEO (chief executive officer), have defined roles and responsibilities within the business organization. Specifically, the role of the Board of Directors will be to hire the CEO and assess the overall direction and strategy of the business. The CEO is responsible for hiring all other employees and overseeing the day-to-day operation of the business.

Board Biography:

- **Ryan Winmill, JD – 20 Years of Experience**

Ryan Winmill has worked exclusively on anti-terrorism and homeland security since receiving his law degree in 2003. From 2003 to 2004, Ryan served as the Homeland Security Specialist for the Commonwealth of Massachusetts Executive Office of Public Safety (EOPS). In that capacity, Ryan was responsible for the Boston Urban Area Security Initiative Budget of \$21 million. Ryan also served with the U.S. Department of Homeland Security where he worked at Headquarters from 2005 to 2007. In 2007, Ryan entered the private sector as a consultant. His planning and exercise experience includes work with the Department of Defense, Federal Bureau of Investigation, Massachusetts State Police, Boston Police Department, United States Secret Service, Massachusetts Department of Public Health, District of Columbia Homeland Security and Emergency Management Agency, U.S. Coast Guard, Center for Disease Control and Prevention, and the Massachusetts National Guard among others. Ryan also has extensive real-world operational experience including anti-terrorism planning for the G8 Summit, three Presidential Inaugurations, the Super Bowl, Major League Baseball All-Star Game, the Republican National Convention, the Democratic National Convention, and recovery efforts for Hurricane Katrina, among others. Ryan has received FEMA certifications in National Incident Management System (NIMS), Incident Command System (ICS), and Exercise Management. While with the Massachusetts Executive Office of Public Safety, Ryan authored the 2004 Massachusetts Exercise Strategy, and while with the U.S.

CONFIDENTIAL AND PROPRIETARY

Department of Homeland Security, Ryan authored the 2006 Louisiana Hurricanes Katrina After Action Report as well as contributed to the Hurricane Katrina White House After Action Report, and most recently authored the first Louisiana Terrorism Incident Plan for Intelligence.

Medical Marijuana Security Knowledge: Ryan has extensive knowledge of the medical marijuana security industry and is a leading expert on establishing nationally recognizes best practices for security including those for anti-diversion, risk management, employee safety training, local community outreach, and collaborative partnerships with law enforcement. Ryan's engagements include supporting multiple dispensaries and cultivation facilities located in Massachusetts including Plymouth, Taunton, and Quincy. Ryan is also leading the Winmill Group, LLC supporting other Medical Marijuana projects in Nevada, Maryland, Illinois, California, and Colorado.

• Robert Mahoney – 30 Years of Experience

Bob has over 32 years of healthcare experience in the areas of consulting, auditing, and accounting. He was a partner at PricewaterhouseCoopers for 18 of his 26 years with the Firm, before retiring in 2015.

His experience includes the following:

- Assisting distressed hospitals with compiling and implementing turnaround plans, including the closure and bankruptcy proceedings for a community hospital
- Delivering revenue cycle transformational engagement to acute care hospitals.
- Leading PwC's SMART Practice (coding compliance software and consulting service) for 7 years
- Preparing business plans and due diligence reviews for mergers and acquisitions
- Delivering financial feasibility studies for bond offerings
- Assisted providers and legal counsel with strategies and analyses for government requests and investigations, including conducting internal investigations and preparing formal written responses and reports
- Serving as the Assistant Controller at a community hospital

• Rio Norris – 10 Years of Experience

Rio has over ten years of experience in transportation and project management. He brings this knowledge and expertise to the PAG board with the goal of ensuring optimization, profitability, and strategic decision making. Currently Rio resides in Austin, Texas and enjoys live music and exploring the great outdoors.

SECTION X: CONCLUSION

PAG is the best-in-class solution for cannabis transportation and delivery. PAG services help executives to visualize their sales goals, limit legal and financial exposure, improve decision making on strategic investments, and maintain future growth earnings. As outlined in this Business Plan, the opportunity to create a national model expanding beyond Massachusetts is further driven by clients already in place for engagement. PAG expects to reach approximately **\$2.6 Million in 2021 and \$4.6 Million in 2022.**

PAG Executive Management Team is seasoned, qualified, and understands the market dynamics. In doing so, PAG will become the exclusive premier service provider for the industry. For further information, we invite you to contact us directly to learn how we can support your investment interests or desired venue security needs.

CONTACT INFORMATION:

Mr. Ryan Winmill, J.D.
Chief Executive Officer

Plymouth Armor Group
14 Apollo Road
Plymouth MA, 02360

(202) 441-9348
ryan@plymoutharmorgroup.com





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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

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

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

PRODUCER The Corcoran & Havlin Insurance Group 287 Linden Street Wellesley, MA 02482	CONTACT NAME: PHONE (A/C, No, Ext): (781) 235-3100 FAX (A/C, No): (781) 235-1622 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Steadfast Insurance Company INSURER B: Zurich American Insurance Company INSURER C: American Guarantee and Liability Insurance Company INSURER D: AXIS Insurance Company INSURER E: INSURER F:
INSURED Atlas Marketplace and Delivery LLC dba Plymouth Armor Group 14 Apollo 11 Road, Unit 2 Plymouth, MA 02360	NAIC # 26387 16535 37273

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EOL024022602	10/31/2020	10/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP088557502	10/31/2020	10/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC640425502	10/31/2020	10/31/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Crime			P00100028802702	1/23/2021	1/23/2022	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Dolevsky



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

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

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

PRODUCER Charles River Insurance Brokerage, Inc. 5 Whittier St., 4th Floor Framingham MA 01701		CONTACT NAME: Judy Wehrlin PHONE (A/C, No. Ext): (508) 656-1400 FAX (A/C, No): (508) 656-1499 E-MAIL ADDRESS: jwehrlin@charlesriverinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Obsidian Specialty Insurance C INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16871	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 8812 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ERB-CP-000001245-00	10/09/2021	10/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo			ERB-CP-000001245-00	10/09/2021	10/09/2022	Cargo/Money & Securities \$ 150K/400K

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

CERTIFICATE HOLDER

Cannabis Control Commission
 2 Washington Square
 Worcester MA 01604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Standard Operating Procedure



Restricting Access to age 21 and Older

Date: 6.1.2021

Last Update: 6.1.2021

Effective Date: 9.1.2018

Operations Approval: AS

Compliance Approval: JN

Page __1__ of __1__

Purpose: To restrict access to cannabis and business operations to all persons at or above the age of 21.

Background: Given the state law that restricts access to medical and/or recreational cannabis to those 21 years of age or older, Plymouth Armor Group has put strict policies in place to ensure both our company associates and those we plan to deliver to are not under the required age. As we are simply a third party transporter the majority of the vetting on our customers' sites will be the responsibility of our clients and their hiring procedures.

Instructions:

1. Plymouth Armor Group Employees/Associates:

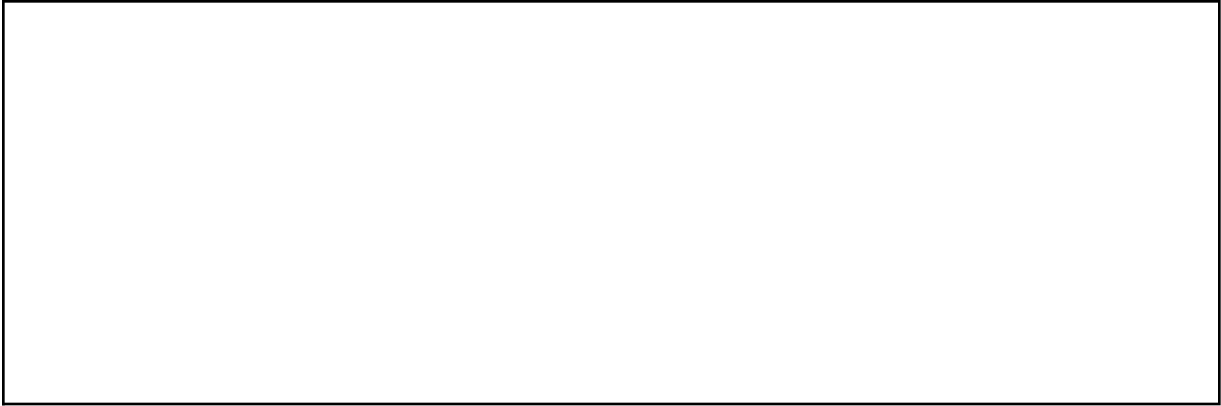
- a. All Plymouth Armor Group employees are vetted using the same background check service and requirements that the CCC has put forth (Creative Services, Inc).
- b. All PAG employees must be 21 years of age or older in order to even be considered for employment.
- c. All PAG couriers have law enforcement, military, security, or courier experience in order to be considered for employment.

2. Transport Age Vetting

- a. Plymouth Armor Group engages in cannabis cash and product deliveries with licensed cannabis establishments.
- b. PAG requires that the RMD Agent present their agent card upon delivery pick-up and drop-off.
- c. PAG associate then takes a photograph of this agent card to ensure documentation for chain of custody purposes. This photograph is logged for an infinite period of time in our secure job tracking system, Verizon Connect Work.
- d. PAG associate also requires a paper and e-signature from the RMD agent at both the origin and destination location of delivery.
- e. If agent is unable to do so, PAG associates can refuse transport until an approved RMD agent is present to perform the transport transaction. If no one is able to do so, PAG agents refuse transport all together.
 - i. If this occurs at a destination, PAG associates must deliver the product back to it's origin immediately.

3. Warehouse Age Verification

- a. There are only two access points to the warehouse that are monitored by surveillance. Employees on site will only be a Warehouse Manager, Two Warehouse Associates, and Couriers starting and ending their shifts.
- b. Employees receive a specific key code for the front entrance upon hire. These codes are changed every quarter and immediately terminated if an employee leaves the company.
- c. Upon entry, all employees must check in at the front security desk before being buzzed through the second access point.
- d. In the event of any visitors, which will be rare, as we do not interact with consumers, a few protocols will be in place:
 - i. They must have a scheduled appointment at the site.
 - ii. They must show valid driver's license or government issued ID card upon entering.
 - iii. They must sign in with their full name, driver's license or ID number, time in, time out, and signature.
- e. The office space is accessible to all employees, but the product vault is only accessible to Inventory Manager and Associates, as well as upper management if needed (Chief Operating Officer, Chief Executive Officer).
- f. Couriers will have access to the office space and the secure loading and unloading area only and will not have codes for the secure product vault.
- g. Sally Port Entrance:
 - i. Upon arriving at the end of the day with a full product van to unload for long term storage, one courier remains with the vehicle while the other gets out, is checked in at the primary entrance and is then buzzed through to the secure loading and unloading area.
 - ii. While they are doing this, the second courier is guided through the secure fenced in sally port area. Once inside the fenced in area, the area is locked and secured.
 - iii. Once this is confirmed, the other courier will then open the bay door to unload the product.
 - iv. The product is unloaded in this same area allowing access only to company employees who have been vetted to be 21 years of age.



Standard Operating Procedure



Maintaining Financial Records

Date: 9.1.2021

Last Update: 9.1.2021

Effective Date: 1.1.2022

Operations Approval: AS

Compliance Approval: JN

Page __1__ of __2__

Purpose: To ensure accurate, timely, and continuous documentation of all financial interactions, guaranteeing documentation of the company's commitment to compliance.

Background: Plymouth Armor Group, as a Third Party Transporter, DOES NOT intend to grow or **sell**, any marijuana or MIPS as part of the company's business model. Therefore, a procedure for financial record keeping does not apply to the scope of the company's business. The extent that Plymouth Armor Group will be involved in financial record keeping will be in relation to record keeping of all completed transports and invoicing of clients, but this company will not sell any marijuana or MIPS at all. The below policies and procedures will spell out those aspects of record keeping that relate to the company's scope of business.

Instructions:

All documentation is stored in both paper and electronic form to ensure documentation at all times. All documentation is available upon request.

Invoicing Records

- The company's business survives solely on payment for transport - not the sale or storage of any marijuana or MIPS. Clients are invoiced for the transports completed within a two week period.
- Clients are invoiced on the 1st of every month. These invoices are sent by email to the dispensaries lead accounting or accounts receivable employee. The checks are required to be sent by mail.
- All invoices are stored in the company's secure electronic job tracking system, as well as in their individual client folders in a locked storage cabinet at the company's headquarters.
- Invoices remain on file in paper form and electronically for an indefinite amount of time. They are available for review at any point upon request.

Key Performance Metrics

- When transport manifests are complete at the end of the day, the company records amount transported in an individual tracker by client and overall monthly transport totals to be able to share

monthly KPI reports to executives and/or potential clients. In this same document, we calculate the daily total sales made. Although this documentation is not required, it is important information for the company to document to portray weekly to monthly to eventual yearly growth. In addition, copies of all completed METRC manifests are kept in paper and electronic form as well.

Business Records

- All Plymouth Armor Group business records are stored both electronically and in a locked storage cabinet at their headquarters and another copy through our accountant's office. This includes:
 - All fixed assets the company owns
 - Book of accounts of all transactions - with accountant
 - Salary and wages of all employees, including benefits, etc.
 - Sales records keeping is explained above.

Standard Operating Procedure



Qualifications and Training

Date: 6.1.2021

Last Update: 6.1.2021

Effective Date: 1.1.2022

Operations Approval: AS

Compliance Approval: JN

Page _1__ of _3_

Purpose: To guarantee all employees have been properly vetted and backgrounded before offering employment and ensure those engaging in the industry overall are committed to creating a secure, safe, and compliant system of operations in the state of MA regarding the cannabis industry.

Background: Plymouth Armor Group has gone above and beyond to ensure the company is compliant with all state regulations regarding personnel vetting and experience, even prior to being licensed as a Third Party Transporter and, therefore, being required to follow these guidelines. Plymouth Armor Group does not grow, purchase, or sell, any cannabis products, but has taken extra security measures to ensure the safety of our employees, community, and state.

Instructions:

~~Employee Background Checks and Identification~~

As is spelled out in Plymouth Armor Group's security policies and procedures, as well as the personnel policies and elaborated here:

Any and all employees who are to be transporting cash or product go through the required background check put forth by the CCC's guidelines via Creative Services, Inc. If an employee fails to pass, they will not be hired. Background checks occur once a year and are updated by the company. Each employee's background check is on file at Plymouth Armor Group in their individual employee file, along with a form signed by upper management stating their background has not shown any disqualifiers. Background checks will be done once a year to ensure the company is up to date on all employees' current eligibility.

To ensure increased security and the safety of communities while in transit of all deliveries, all employees have law enforcement, military, security, or medical courier experience prior to being hired.

Upon receiving an offer letter from Plymouth Armor Group and passing all required background checks, all employees are put on a six-month probationary period to properly guarantee they are the right fit for the job, uphold our commitment to security and safety culture, and have internalized all compliance and regulations in their daily duties. At the end of the six-month period, all employees engage in a standard performance review and, assuming there are no minor or major incidents on their file, are asked to stay on part or full time, depending on their initial contract's terms. All employees are required to receive a minimum of eight hours of ongoing training annually.

All employees undergo an eight-hour+ orientation training* prior to their first shift and annually that includes, but is not limited to:

- Overview of the Cannabis Industry in the U.S and MA

- Overview of Industry Terms: Do's and Don'ts
- MA Cannabis and Cash Transport Laws
- Diversion Prevention
 - Training on the required markings for cannabis storage containers and products.
 - Training on inventory and control systems and inventory control measures, including the "Two-Person Integrity Rule," chain of custody, documentation procedures and reporting.
 - Training on documentation monthly audit procedures and corrective action measures
 - Training on prohibitions on commingling medical cannabis with other substances ○ Training on checklists for all vehicles in the company fleet for work areas.
 - Training on reporting requirements for discovery of any discrepancies between planned and audited quantities of medical cannabis.
 - Training on appropriate measures for the accumulation and destruction of cannabis products or byproducts, including the utilization of the "Two Person Integrity Rule" measures during any destruction activities.
 - Training on management and maintenance of records related to the transportation of product and MIPS.
 - Training on reporting suspected or observed diversion activity, as well as how to document the occurrence.
- Associate Handbook
- Daily Operations Policies and Procedures – Cash and Product Transport
- Field Phone App Training
- Firearm Policies and Procedures (if applicable for cash transporters only)
- Emergency Policies and Procedures
- Confidentiality Procedures
- Responsible Vendor Training (completed within 90 days of being hired)
 - Responsible Vendor Training documentation is kept on file or retained for four years for all employees
 - All current owners, managers, and employees shall complete the Responsible Vendor Program as soon as we have found a vendor that is available for our training.

Anticipated Positions and Their Qualifications

As the current armored car cash transporter in the state, we do not anticipate many additional positions at this time than the positions we already have (CEO, COO, VP of Operations, CFO, Head of Sales and Compliance, Office Administrator, Fleet Manager, Dispatcher, and Courier). However, upon receiving our license we believe we will need to hire:

1. Inventory Manager and Inventory Associates Job Description
 - Manages daily operations dealing with inventory, including receiving shipments, preparing products virtually and physically to be distributed, making adjustments as needed and supervising the inventory team.
 - Monitors all movements of inventory within the facility, investigates any discrepancies and coordinates with other staff to analyze issues and develop policies to prevent future discrepancies.
 - Responsible for proper disposal of returned or defective products on a daily basis, if necessary.
 - Develop and maintain compliant policies and procedures that ensure inventory is received and prepared for distribution efficiently and accurately.
 - Develop and maintain systems to ensure that warehouse inventory and online tracking are consistent.
 - Coordinates with LeafLink Team (outsourced platform partner) to assess warehouse inventory to ensure products are restocked, replaced, and distributed efficiently.
 - Coordinates with other managers to determine periodic promotions, sales and discounts to customers.
 - Coaches inventory team on company policies and procedures and receives feedback regarding potential improvements.
 - Maintains professional communication with all employees and managers.
 - Maintains comprehensive understanding of rules and regulations related to adult use cannabis.
 - Performs periodic audits of all cannabis products, as required by state regulations.
 - Holds the inventory team accountable for errors and identifies coaching opportunities and areas of improvement.
 - Analyzes inventory and warehouse data to identify trends and project future operational needs.
 - Creates work schedules for the inventory team, manages time off requests, and reviews timesheets for approval from time to time in cooperation with administrators.
 - Coordinates with other teams to recruit, hire and train new inventory team members.
 - Coordinates with other teams to order supplies necessary for proper inventory management.

*Training is revisited as the state regulations evolve and revisited annually for any updates.

Standard Operating Procedure



Record Keeping Procedures

Date: 6.1.21

Last Update: 6.1.21

Effective Date: 1.1.22

Operations Approval: AS

Compliance Approval: JN

Page __1__ of __3__

Purpose: To ensure accurate, timely, and continuous documentation of all business activities, guaranteeing documentation of the company's commitment to compliance.

Background: Plymouth Armor Group, as a Third Party Transporter, DOES NOT intend to grow or sell any marijuana or MIPS as part of the company's business model. The extent that Plymouth Armor Group will be involved in record keeping will be in relation to record keeping of all transport manifests and inventory stored overnight and invoicing of clients, but this company will not sell any marijuana or MIPS at all. The below policies and procedures will spell out those aspects of record keeping that relate to the company's transport logs and invoicing.

Instructions:

Operating Procedures:

- Plymouth Armor Group operating policies and procedures are stored in a secure online drop-box, as well as in a locked file at company headquarters.
- Policies and procedures will be reviewed frequently for update, but the most updated version will be on file at all times and will not be implemented until approval from the commission is given, if necessary.
- The following Operating procedures shall be kept and on file at PAG HQ:
 - Compliant security measures
 - Employee security policies (personal safety and crime prevention)
 - Description of our hours of operation and after-hours contact information. This will be made available to the commission and is already available to local law enforcement.
 - Procedures to ensure accurate recordkeeping
 - Compliant staffing plan and staffing records
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
 - Alcohol, smoke, and drug-free workplace policies
 - Plan to maintain confidential records and other records required to be maintained confidentially
 - Policy for the immediate dismissal of any ME agent who has

- Diverted marijuana
- Engaged in unsafe practices with regard to operation of the ME
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth or a like violation of any other jurisdiction
- List of all board of directors, members and executives of PAG and members of the license
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years of age
- Policies and procedures for energy efficiency and conservation that include:
 - Energy reduction opportunities
 - Consideration of renewable energy opportunities
 - Strategies to reduce electric demand
 - Possible engagement with energy efficiency programs
 - Consideration of electric, hybrid, and/or flexible fuel vehicles in the vehicle fleet.
- Policies and procedures to promote workplace safety consistent with OSHA standards. Specific plans for the following will be kept on file:
 - Biological, Chemical, and Physical Hazards
 - Each of these plans includes
 - Hazard Communication Plan
 - Personal Protective Equipment Needs
 - Fire protection plan
 - Emergency action plan

Transport Records:

- **Manifests:** As mentioned in previous policies and procedures, all manifests put forth by the individual MEs and Plymouth Armor Group's internal manifests will be stored electronically and indefinitely, in our secure job tracking system. In addition, all transport manifests will be generated and stored permanently in the state system of record (SOR) METRC. The company requires paper forms of all manifests as well that are stored for over a year in locked filing cabinets at our headquarters to ensure there is both electronic and paper copy of all transport information. All documentation is easily shared and reviewed upon request, but must be accessed with certain security clearance.
- **Routes and Network Operations Center Log:** As is required by the state, Plymouth Armor Group's drivers are required to call into the company's Network Operations Center every 20 minutes (30 minutes in CCC regulations). Each time this call occurs an odometer reading is provided, along with the time, name of driver and an overall status update. These check-ins are logged in a secure tracker and this tracker is stored/saved for an indefinite period of time. This document is easily shared and reviewed upon request. This information will also be shared with the origin and/or destination RMDs throughout the transport as well.
- **Employees/Personnel:** All employees, including and perhaps most importantly those that are designated for product transport, have an individual file at the company's headquarters with documentation of their background check and note of no disqualifiers. This file also includes a copy of their driver's license. The file also includes their employment agreement, which includes an in depth job description of their role. Each file also has a signed form delineating they completed the required eight hour training and documentation of the responsible vendor training(s) they have completed. If there is any form of disciplinary action taken, this information is documented on a warning form in each employee's file as well. Once the company has reached the point of performance reviews, all PR

information will be documented and stored in this employee's file as well, Information is available upon request.

- To summarize the following personnel records are maintained at PAG HQ in locked filing cabinets with limited access:
 - Job descriptions for each agent
 - Personnel record for each agent which includes:
 - All documents submitted to the commission
 - Documentation of verification of references
 - Job description and employment contract that includes duties, authority, responsibilities, qualifications, and supervisor
 - Documentation of all required trainings, including training on privacy and confidentiality and the signed and dated statement from the individual that they received the training and what topics were discussed (including the name and title of the presenters)
 - Documentation of periodic performance evaluations
 - Record of disciplinary action
 - Notice of completed responsible vendor and eight hour related duty training
 - Staffing plan that will demonstrate the accessible business hours
 - Personnel policies and procedures
 - All background check reports
- **Vehicles:** All Plymouth Armor Group vehicles are inspected twice daily via a vehicle inspection report. These reports are stored on file at the company's headquarters indefinitely. The company's GPS tracking system is also set to provide alerts automatically to the Fleet Manager when any or all vehicles require an oil change or any other maintenance. This allows vehicle maintenance to happen within 24 hours of an alert. All vehicle insurance and state inspection information is in each vehicle and on file at headquarters as well.
- **METRC:** The company will use and streamline with their respective dispensary/cultivation clients METRC to ensure compliance with electronic tracking of all products in the state system. We will align with each clients' SOPs on METRC during the client onboarding process to ensure the proper METRC tracking is in place. However, we will keep all METRC manifests on file for at least a year.
- **Waste Records:** It is not anticipated that it will not have marijuana waste, nor the need for keeping records of the waste disposal, as we do not grow or sell cannabis products.
 - **Inventory Records:** All product that will be stored at our facility overnight or for short term will be weighed and inventoried on camera upon arrival. It will be then be switched in METRC as received on our end and tracked via our METRC portal. When any product is then sent out for delivery, a new manifest will be generated and it will be tagged as such. In short, we will know how much inventory is on site at all times. Per the regulations, inventory reviews will happen daily, weekly, monthly, and annually. Each of these reviews will include the date the inventory was done, summary of the inventory findings, and the names, signatures, and titles of the warehouse staff who completed this. All inventory will be tagged and entered into METRC when required. This will be the primary responsibility of the inventory manager.
- **Incident Reporting:** All incident reports will be maintained electronically and in hard copy for a period of one year, or during the pendency of an open investigation, whichever is longer.
- **Business Records:** Financial records are maintained in accordance with generally accepted accounting principles. The following business records are maintained electronically and at the company's headquarters in locked filing cabinets with limited access as well as the outside accountant's office. See also *Maintaining Financial Records*.
 - Assets and liabilities;
 - Monetary transactions;

- Books of account, including journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records;
- Salary, wages and benefits paid to each employee, stipends paid to board members and executive compensation.

Standard Operating Procedure



Personnel Policies

Date: 6.1.2021

Last Update: 6.1.2021

Effective Date: 1.1.2022

Operations Approval: AS

Compliance Approval: JN

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Purpose: To guarantee all employees have been properly vetted and backgrounded before offering employment and ensure those engaging in the industry overall are committed to creating a secure, safe, and compliant system of operations in the state of MA regarding the cannabis industry.

Background: Plymouth Armor Group has gone above and beyond to ensure the company is compliant with all state regulations regarding personnel vetting and experience, even prior to being licensed as a Third Party Transporter and, therefore, being required to follow these guidelines. Plymouth Armor Group does not grow, purchase or sell any cannabis products, but has taken extra security measures to ensure the safety of our employees, community, and state.

Instructions:

Staffing Plan

As the current third party transporter in the state, we do not anticipate many additional positions at this time than the positions we already have (CEO, COO, VP of Operations, CFO, Head of Sales and Compliance, Office Administrator, Fleet Manager, Dispatcher, and Couriers). The only position we foresee needing upon receiving our license is a Inventory Manager(s) (see Qualifications and Training SOP). All personnel records will be maintained by the Office Administrator for each employee (see Recording Keeping SOP). .

The following staffing hours are anticipated for each position;

Couriers/Drivers/Dispatchers: Shifts can begin as early as 5:30 AM and end at 6:00 PM. Workdays can be Sunday through Saturday, as determined by management and transport demand.

Management Positions: 9:00 AM through 5:00 PM, Monday through Friday.

Other Employees: 9:00 AM through 5:00 PM, Monday Through Friday.

Confidential Information

Any and all confidential information of our employees is kept in their employee file in a locked filing cabinet that only managers have key access to. All client confidential information is stored in our client tracking system, and only three managers have access to this information as it is password protected. We do not do any businesses with patients, so we are therefore not subject to HIPAA requirements.

Immediate Dismissal

This policy calls for the immediate termination of any employee who has:

1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission immediately or within 24 hours of the incident;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction.

Upon discovery of any of the actions above, the employee will meet with their supervisor in person or over the phone and will be directed that their employment with the company is immediately terminated. They will be directed to return all uniforms and company/CCC IDs immediately. The employee will be required to comply with all investigations if needed following their termination.

Employee Background Checks and Identification

As is spelled out in Plymouth Armor Group's security policies and procedures and elaborated here:

Any and all employees who are to be transporting cash or product go through the required background check put forth by the CCC's guidelines via Creative Services, Inc. If an employee fails to pass, they will not be hired. Background checks occur once a year and are updated by the company. Each employee's background check is on file at Plymouth Armor Group in their individual employee file, along with a form signed by upper management stating their background has not shown any disqualifiers. Background checks will be done once a year to ensure the company is up to date on all employees current eligibility.

To ensure increased security and the safety of communities while in transit of all deliveries, all employees have law enforcement, military, security, or medical courier experience prior to being hired.

Upon receiving an offer letter from Plymouth Armor Group and passing all required background checks, all employees are put on a six month probationary period to properly guarantee they are the right fit for the job, uphold our commitment to PAG's diversity, security and safety culture, and have internalized all compliance and regulations in their daily duties. At the end of the sixth month period, all employees engage in a standard performance review and, assuming there are no minor or major incidents on their file, are asked to stay on part or full time, depending on their initial contract's terms.

All employees undergo an eight hour orientation training* prior to their first shift that includes, but is not limited to:

- Overview of the Cannabis Industry in the U.S and MA
- Overview of Industry Terms: Do's and Don'ts
- Massachusetts Cannabis and Cash Transport Regulations
- Diversion Prevention
 - Training on the required markings for cannabis storage containers and products.
 - Training on inventory and control systems and inventory control measures, including the "Two-Person Integrity Rule," chain of custody, documentation procedures and reporting.
 - Training on documentation monthly audit procedures and corrective action measures
 - Training on prohibitions on commingling medical cannabis with other substances
 - Training on checklists for all vehicles in the company fleet for work areas.
 - Training on reporting requirements for discovery of any discrepancies between planned and audited quantities of medical cannabis.
 - Training on appropriate measures for the accumulation and destruction of cannabis products or byproducts, including the utilization of the "Two Person Integrity Rule" measures during any destruction activities.
 - Training on management and maintenance of records related to the transportation of product and MIPS.
 - Training on reporting suspected or observed diversion activity, as well as how to document the occurrence.
- Associate Handbook
- Daily Operations Policies and Procedures – Cash and Product Transport
- Field Phone App Training
- Firearm Policies and Procedures (if applicable for cash transporters only)

- Emergency Policies and Procedures
- Confidentiality Procedures
- Responsible Vendor Training (within 90 days of hire)
- All Applicable METRC Modules

*Training is revisited as the state regulations evolve and eight hour training is repeated annually.



Energy Efficiency Plan

Per 935 CMR 500.101(1), and energy efficiency and conservation procedures is required for all license types **EXCEPT DELIVERY AND TRANSPORTATION**. As a gesture of good faith, our company has spelled out our efforts below to decrease energy use to the best of our ability, despite this not being required by our Third Party Transporter license type because of our commitment to sustainability.

1. Basic Requirements

a. Potential Energy Use Reduction Opportunities and Plan for Implementation

- i. Rental: As tenants of our location, there are only so many changes we can feasibly make to ensure energy is being used efficiently. That being said, with the additions we are making to the space, energy efficient doors and vinyl installation have been added to the facility ensure the energy reduction is as high as possible.
 - The heat and AC in the space are set to alert our environmental sensor if temperature decreases or increases above or below 70 degrees to ensure an on site staff member can immediately adjust the temperature to ensure there is not excess energy use.
 - There are no outside windows in the facility, so we are unable to utilize natural light. However, the facility is outfitted with motion detecting lights, so that the vast majority of the common areas and office space do not use unnecessary light energy when there is no need.
- ii. We monitor all utility bills each month to see if there any uptick in our energy usage and adjust our procedures accordingly if needed.
- iii. If/when we perform any upgrades or renovations, energy efficient options will be the priority, but **this is not applicable at this time** given we outfitted the inside of an existing rental warehouse space.
- iv. If/when we update or replace any equipment, energy efficient options will be the priority, but **this is not applicable at this time** given we outfitted the inside of an existing rental warehouse space.

b. Consideration of Opportunities for Renewable Energy Generation

- i. Rental: This would be subject to the landlord's approval, as the building is shared with other renters, but we will continue to encourage our landlord to do so.
- ii. If/when we perform any upgrades or renovations, renewable energy options will be pursued, subject to landlord approval, **but this is not applicable at this time** given we outfitted the inside of an existing rental warehouse space.

c. Strategies to Reduce Electric Demand

- i. See section A. We work hard to encourage all employees to use the necessary electric only and to turn off lights when rooms are not in use. We also monitor the heating system to remain at 70 degrees at all times to ensure we do not use too much energy in heating/cooling the space, as well as ensure the product on site is kept safe.

2. Basic Requirements for Transporters

a. Narrative Describing the Process PAG used to select vehicles to be used in operations

- i. Fuel efficiency is our business. This is how any transportation company ensures they make money. From the beginning we walked a fine line of finding the best vehicles to perform the job, while also keeping efficiency in mind. Our first five vehicles were Fords. After seeing their fuel performance and weight on the road for our cash operations, we pivoted to

Dodge ProMasters for our next five vehicles, as the weight of the van would be less with more fuel efficiency overall. This ensure a decrease on fuel costs and increase of efficiency overall.

- ii. Looking towards the future, we plan to invest in smaller Dodge transit vans for our next round of vehicles, as we believe we can decrease the weight of the vehicle, increase the fuel efficiency, while still having enough space in the vehicle for the product.

b. Non-Alternative Fuel Vehicles: Explanation of Why They Were Selected

- i. Based on our research when looking for vehicles, it was hard to find vans that were able to hold the cargo we need and/or that were within our budget that were electric or alternative-fuel options. We hope that in the future Dodge is able to provide more options for vehicles of this type for future vehicle purchasing and will continue to ask these questions when purchasing.

c. Description of Any Other Energy and Water Conservation Strategies

- i. **Route Optimization:** Per MA state law, all routes must be randomized, so we develop our routes daily and weekly to ensure randomization occurs, while also ensuring the route is efficient and optimized as possible. This allows for us to be both in compliance with security requirements, while also cutting down on fuel as much as possible.
- ii. **Water Use:** As a small warehouse, the only water use will be for basic employee bathroom use.
- iii. **Waste disposal:** As simply a warehouse, waste will be largely limited to trash and recycling from the small office space. All cannabis product is kept in sealed plastic totes that are reused. The landlord has a onsite dumpster that we will use for this limited waste, but will invest in our own dumpster should this not be sufficient. That being said, we do not expect for this to ever be the case.
- iv. **Traffic:** Since this space will never be open to consumers and is only accessible for essential employees and other local and state officials, there will be no change in traffic at this space other than employees and rare visitors.

Standard Operating Procedure



Quality Control and Testing

Date: 6.1.2021

Last Update: 5.26.2022

Effective Date: 9.1.2022

Operations Approval: AS

Compliance Approval: JN

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Plymouth Armor Group, as a Third Party Transporter, DOES NOT intend to grow or sell any marijuana or MIPS as part of the company's business model. The extent that Plymouth Armor Group will be involved in quality control and testing will be via transport to licensed or approved laboratory testing facilities and in overnight storage of already packaged, tested cannabis. Please reference the policies and procedures on the transportation of marijuana to more accurately depict the company's role in quality control and testing, as it specifically relates to transport of marijuana or MIPS from cultivation sites to labs. Please also see the SOP on Storage of Marijuana where details on environmental control within the vault are listed. The vault and vehicles where packaged cannabis will be transported or stored are cleaned daily and monthly with adequate HVAC and climate control settings to ensure there is zero physical, chemical, or microbial contamination. All products are in their packaging, as well as in sealed totes both during transport and during storage. All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000. First and foremost, all staff are required to maintain cleanliness and perform sanitary practices while on duty, despite the fact that they will NEVER come in contact with any marijuana raw products. As mentioned above, we only transport and store products that are already packaged and sealed, that are in sealed totes. Regardless, agents are required to frequently wash and sanitize their hands daily. No agent's job will include the direct contact with marijuana. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. The facility has a bathroom where employees can wash their hands, but we do not perform any production of cannabis, therefore, there is not a sink in any production areas, as we do NOT HAVE A PRODUCTION AREA. The vault is approximately 3,000 sq ft, so there will always be open space in the event that a deep sanitation of the vault is in need. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. Any basic litter or waste generated by the facility will be placed in trash cans outside of the vault and away from any of the packaged cannabis in storage. These are emptied daily to ensure the minimization of odor and/or pest attraction. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. All floors and ceilings have been sealed and sanitized at the end of construction, so are protected from any contamination. The walls and ceilings have also been sealed and cleaned at the end of construction. The entire facility has been rodent and pest proofed prior to construction and will be continually cleaned on a daily and monthly basis. All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. Any surfaces that packaged cannabis will be weighed on will be cleaned and sanitized daily. There is never an instance where we will have any raw cannabis or cannabis products that are NOT in a sealed, child proof package. Any cleaning items will be stored in a storage closet that is outside of the vault and any area that the packaged cannabis would be stored. There will be no toxic material on site. Any water usage on site will just be for employee hand washing and bathroom use, as we are just a storage facility, so plumbing and water needs are sufficient. The establishment shall provide its employees with adequate, readily accessible toilet facilities. The company does not sell or market any cannabis products, only transports and stores.

However, we ONLY transport or store those products that have been tested by Independent Testing Labs. Therefore, we do not have any obligation to notify the Commission of testing results, as we do not produce or sell any cannabis, but in the unlikely event that we change our operations significantly and this would apply to us we would notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. We simply store and/or transport finished, packaged, tested, METRC tracked product. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Standard Operating Procedure



Diversity Plan

Date: 6.1.2021

Last Update: 8.01.2022

Effective Date: 9.1.2022

Operations Approval: AS

Compliance Approval: JN

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Purpose: To ensure the company's and state of Massachusetts's commitment to diversity, equity, and inclusion within the cannabis industry is upheld.

Diversity Plan:

Goals:

- Increase the number of individuals falling into the CCC-listed priority demographics (people of color, women, veterans, people with disabilities, and LGBTQ+) working at Plymouth Armor Group by maintaining a minimum rate of **25% women** (5 individuals), **25% people of color** (5 individuals) and **25% veterans** (5 individuals). Employ **5% LGBTQ+** (2 individuals) and **5% People with Disabilities** (2 Individuals).
- Increase the number of individuals falling into the CCC-listed priority demographics (people of color, women, veterans, people with disabilities, and LGBTQ+) in management and executive positions in the establishment by interview a minimum rate of **25% women** (10 individuals), **25% people of color** (10 individuals) and **25% veterans** (10 individuals). Employ **5% LGBTQ+** (4 individuals) and **5% People with Disabilities** (2 Individuals).

Programs:

Employee Recruitment, Hiring and Promotions

Diversity within recruitment and promotion has been a priority. It is explicitly stated in any and all job descriptions or postings, as well as in our associate handbook, that we do not discriminate based on any identifier. Currently, over 33% of our employees are veterans. 25% of our employees are female identifying. 25% of our current employees are people of color. 7% of our employees are LGBTQ+ people. These numbers must increase in order for our company to reflect the diversity of the communities in which we work overall, but at the onset are hopeful given the trends we have seen in cannabis-related jobs previously.

As we grow and work to hire more employees, the company is committed to recruiting in inclusive ways (thinking outside of the more accessible, affluent job posting markets, e.g websites). Recruitment for all new positions as well as Management/Executive positions comes primarily from recommendation of those employees already on staff and Plymouth Armor Group will seek recommendations from/of folks in the CCC-listed priority demographics. **That being said, we will post quarterly advertisements in the local newspapers, Monson – The Journal Register, Amherst - The Amherst Bulletin, and Holyoke - The Sun.** will also host an annual job fair that will be held specifically for entry level and Management/Executive level job procurement for the CCC-listed priority demographics.

We encourage team members in the CCC-listed priority demographics to strive for Management/Executive level positions that open up by giving supporting training and guidance in these roles.

Finally, in all employee interviews, potential hires are probed for their own commitment to diversity, equity, and inclusion and any red flags are noted to ensure there is not any perpetuation of racial, social, gender, or ability bias within the company upon the hiring of a new associate. The hiring process is being adjusted to reflect a point scale based on responses to questions and previous experience, as well as a points if the applicant falls into one of the priority demographics. This approach allows the company to assess potential hires truly based on their own value-add to the company, both their experience and unique perspective, instead of on the interviewers/management teams learned bias or preconceived notions (e.g. research shows that women get hired based on their experience and men get hired based on their potential... this approach is an effort to heal some of those unconscious biases in hiring).

Metrics:

Goal	Measure of Success
<ul style="list-style-type: none">Increasing the number of individuals falling into the CCC-listed priority demographics working at Plymouth Armor Group and provide professional development tools to ensure their success	<ol style="list-style-type: none">Maintain a minimum rate of 25% women (5 individuals), 25% people of color (5 individuals) and 25% veterans (5 individuals). Employ 5% LGBTQ+ (2 individuals) and 5% People with Disabilities (2 Individuals).Interview a minimum rate of 25% women, 25% people of color and 25% veterans. Employ 5% LGBTQ+75% employee retention at the end of first 18 monthsHost 1 job fair a year
<ul style="list-style-type: none">Increase the number of individuals falling into the CCC-listed priority demographics in management and executive positions in the establishment and provide professional development tools to ensure their success;	<ol style="list-style-type: none">Interview a minimum rate of 25% women (10 individuals), 25% people of color (10 individuals) and 25% veterans (10 individuals). Employ 5% LGBTQ+ (4 individuals) and 5% People with Disabilities (2 Individuals).Host 1 job fair a yearEnsure at least 50% of the management team contains women, people of color, veterans, LGBTQ+ or People with Disabilities. (this would be 2 individuals)

Plymouth Armor Group will closely track and monitor these outcomes and will be prepared to demonstrate the progress of its Diversity Plan on an ongoing basis and as part of the annual renewal process for its license.

Overall Company Commitment

As the company grows, it is also our personal commitment to ensure that our services are being provided in all communities across the state. We want to make this industry accessible for all despite race, class, zip code, sexual orientation, gender, or ability. We hope to partner with the dispensaries we serve and the state to inform and make possible the accessibility of both the retail side of the industry, as well as the business-side of the industry to all Massachusetts individuals and communities, once home delivery regulations have been developed in more detail.

The applicant also acknowledges and is aware that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The applicant also acknowledges and is aware, and 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;