



## Massachusetts Cannabis Control Commission

### Third Party Marijuana Transporter

#### General Information:

License Number: MT281320  
Original Issued Date: 05/19/2019  
Issued Date: 04/16/2021  
Expiration Date: 05/19/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Eagle Eyes Transport, Inc

Phone Number: 508-591-3537 Email Address: raphael@eagleeyestransport.com

Business Address 1: 5 Robert J Way

Business Address 2:

Business City: Plymouth

Business State: MA

Business Zip Code: 02360

Mailing Address 1: PO Box 333

Mailing Address 2:

Mailing City: Provincetown

Mailing State: MA

Mailing Zip Code: 02657

### 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:

Percentage Of Control: 25

Role: Board Member

Other Role:

First Name: Raphael

Last Name: Richter

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership:

Percentage Of Control: 25

Role: Board Member

Other Role:

First Name: Katherine

Last Name: Rossmoore

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

##### Close Associates or Member 1

First Name: Vida

Last Name: Richter

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Wife of Raphael

Richter

##### Close Associates or Member 2

First Name: William

Last Name: Shields

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Husband of Katherine Rossmoore

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Raphael

Last Name: Richter

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$25000 Percentage of Initial Capital: 25

Capital Attestation: Yes

##### Individual Contributing Capital 2

First Name: Thomas

Last Name: Donegan

Suffix:

Types of Capital: Debt Other Type of Capital: Total Value of the Capital Provided: \$25000 Percentage of Initial Capital: 25

Capital Attestation: Yes

##### Individual Contributing Capital 3

First Name: Steven

Last Name: Weissman

Suffix:

Types of Capital: Debt Other Type of Capital: Total Value of the Capital Provided: \$25000 Percentage of Initial Capital: 25

Capital Attestation: Yes

##### Individual Contributing Capital 4

First Name: John

Last Name: Feffer

Suffix:

Types of Capital: Debt Other Type of Capital: Total Value of the Capital Provided: \$25000 Percentage of Initial Capital: 25

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Date generated: 04/28/2021

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 5 Robert J Way

Establishment Address 2:

Establishment City: Plymouth

Establishment Zip Code: 02360

Approximate square footage of the Establishment: 5100

How many abutters does this property have?:

13

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: I Don't Know

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	EET-hostcommunityagreementform.pdf	pdf	5ba5736e4a9eb46ce85903c1	09/21/2018
Community Outreach Meeting Documentation	EET-communityoutreachforms.pdf	pdf	5ba574fc34c75f6cf22cd6c8	09/21/2018
Plan to Remain Compliant with Local Zoning	EET-plantocomplylocalcodes.pdf	pdf	5c2a1fca01564f720c3804ab	12/31/2018

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.: \$10000

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	EET-positiveimpactplanV3.pdf	pdf	5c5ca07e3183181258e1905a	02/07/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:  
First Name: Katherine Last Name: Rossmoore Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Date generated: 04/28/2021

Page: 3 of 6

### Individual Background Information 3

Role: Other Role:  
First Name: Vida Last Name: Richter Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

### Individual Background Information 4

Role: Other Role:  
First Name: William Last Name: Shields Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	CorpSearchViewPDF.aspx-8.pdf	pdf	5ba58fd66897246d10c9abc7	09/21/2018
Bylaws	6_Bylaws_Eagle Eyes Transport Inc_Massachusetts.pdf	pdf	5ba90da634c75f6cf22cd7ae	09/24/2018
Secretary of Commonwealth - Certificate of Good Standing	18090398710.pdf	pdf	5ba90dec6897246d10c9ac7b	09/24/2018
Department of Revenue - Certificate of Good standing	ViewFile-2.pdf	pdf	5ba90df5a1e4f86d1a396754	09/24/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	OpenFileDialog.aspx-4.pdf	pdf	604bb83793274435ba9e3474	03/12/2021
Department of Revenue - Certificate of Good standing	ViewFile-2.pdf	pdf	604bb8938d09dc35cbc0e390	03/12/2021
Secretary of Commonwealth - Certificate of Good Standing	21030268410.pdf	pdf	604bb8d8183b5235aa44ed71	03/12/2021

Massachusetts Business Identification Number: 001347198

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	EET-businessplanCCC-031221.pdf	pdf	604bba0501124c35d20a300f	03/12/2021
Plan for Liability Insurance	ETTS COI.pdf	pdf	604bc014efe1e0359b95cca3	03/12/2021



## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	EET-21plusplan.pdf	pdf	5c2a23e31c24a8722ab9bc92	12/31/2018
Quality control and testing	EET-qualitycontrol.pdf	pdf	5c2a2579e96db37a99be4307	12/31/2018
Record Keeping procedures	EET-RecordKeepingV2.pdf	pdf	5c2a26c1a2404e71ee7e59a1	12/31/2018
Maintaining of financial records	EET-FinancialRecordRetentionV2.pdf	pdf	5c2a26ce01564f720c3804c5	12/31/2018
Dispensing procedures	EET-dispensingprocedures.pdf	pdf	5c2a61086f99f37acbf3082d	12/31/2018
Diversity plan	EET-diversityplanV4.pdf	pdf	5c5c9b372724e81b52559684	02/07/2019
Inventory procedures	EET-inventoryproceduresV3-020420.pdf	pdf	5e5d27345a27c34431d17b8a	03/02/2020
Transportation of marijuana	EET-operationsproceduresSOPs-031221-min.pdf	pdf	604bbc7a93274435ba9e34a7	03/12/2021
Personnel policies including background checks	EET-employeehandbook-031221.pdf	pdf	604bbd359a694b3583a74227	03/12/2021
Qualifications and training	EET-staffingplan-031221.pdf	pdf	604bbdbde15067356d20ca7d	03/12/2021
Storage of marijuana	EET-storageplan-031221.pdf	pdf	604bbdf693274435ba9e34b3	03/12/2021
Prevention of diversion	EET-preventdiversionplan-031221.pdf	pdf	604bbebe9a694b3583a74237	03/12/2021
Separating recreational from medical operations, if applicable	EET-separateadultusemedicalplan-031221.pdf	pdf	604bbf9493274435ba9e34c4	03/12/2021
Security plan	EET-securityplan-031221.pdf	pdf	6054c1c8e5be0207aec72558	03/19/2021
Security plan	EET-SecurityAddendum-FloorPlans.pdf	pdf	6054c22ac94e7f0783731cd5	03/19/2021
Security plan	EET-SecurityAddendum-LimitedAccessAreasFloorPlan-031221.png	png	6054c27015bf0e07a4ba5b94	03/19/2021

## ATTESTATIONS

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

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

I Agree

Notification: I Understand

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

**Notification:** I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN

#### Progress or Success Goal 1

**Description of Progress or Success:** As of the submission of this renewal application, the state of MA is still in a declared state of emergency and as such we have been unable to host the job fairs necessary to fulfill goal #1. We plan to host these job fairs within 90 days of the lifting of the current state of emergency.

#### Progress or Success Goal 2

**Description of Progress or Success:** We have initiated the process for giving the \$3000 donation to the charity identified in our PIP. Please see attached emails, we are awaiting the confirmation information from the Families for Justice Healing as to where to send the donation.

### COMPLIANCE WITH DIVERSITY PLAN

#### Diversity Progress or Success 1

**Description of Progress or Success:** At the time of submission, EET has 27 registered agents. After anonymously surveying our agents as required by our Diversity Plan, we received 21 responses and filled in the known information for the other 6 agents that did not respond. The raw data and calculation is attached from the 21 respondents.

According to the diversity plan scoring system outlined in our Diversity Plan, we have achieved a diversity score of 1.8. EET aimed to achieve this score at 48 months from our provisional licensure, yet we received our provisional license in September of 2019, and so we have achieved this score within 18 months from provisional licensure, exceeding our original goals.

#### Diversity Progress or Success 2

**Description of Progress or Success:** Our goal was to have worked with at least 1 business falling into the target demographics.

At this time, we work with several businesses falling into the target demographics including:

- Freshly Baked Company
- Community Growth Partners DBA Rebelle

We have not needed to fully implement any of the programs outlined to achieve success in reaching our goal, however, as the pandemic emergency restrictions end we plan to promote our services and the programs in our diversity plan at trade shows and other industry events.

### HOURS OF OPERATION

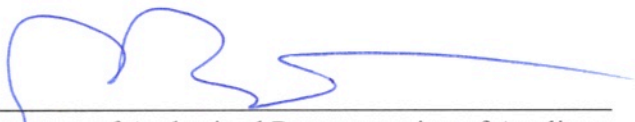
<b>Monday From:</b> Open 24 Hours	<b>Monday To:</b> Open 24 Hours
<b>Tuesday From:</b> Open 24 Hours	<b>Tuesday To:</b> Open 24 Hours
<b>Wednesday From:</b> Open 24 Hours	<b>Wednesday To:</b> Open 24 Hours
<b>Thursday From:</b> Open 24 Hours	<b>Thursday To:</b> Open 24 Hours
<b>Friday From:</b> Open 24 Hours	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> Open 24 Hours	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> Closed	<b>Sunday To:</b> Closed

## Host Community Agreement Certification Form

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

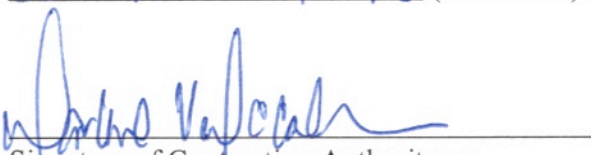
### Applicant

I, Raphael W. Richter, (insert name) certify as an authorized representative of Eagle Eyes Transport, Inc. (insert name of applicant) that the applicant has executed a host community agreement with Town of Plymouth (insert name of host community) pursuant to G.L.c. 94G § 3(d) on September 18<sup>th</sup>, 2018 (insert date).

  
\_\_\_\_\_  
Signature of Authorized Representative of Applicant

### Host Community

I, Maricela McCowan, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for THE TOWN OF PLYMOUTH (insert name of host community) to certify that the applicant and THE TOWN OF PLYMOUTH (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on September 18, 2018 (insert date).

  
\_\_\_\_\_  
Signature of Contracting Authority or  
Authorized Representative of Host Community



## Community Outreach Meeting Attestation Form

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

I, Raphael W. Richter, (insert name) attest as an authorized representative of Eagle Eyes Transport, Inc. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on August 30<sup>th</sup>, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on August 18<sup>th</sup>, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on August 18<sup>th</sup>, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on August 20<sup>th</sup>, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
  - a. The type(s) of Marijuana Establishment to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - d. A plan by the Marijuana Establishment to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.



# Attachment A

OLD COLONY MEMORIAL • PLYMOUTH.WICKEDLOCAL.COM

Saturday, August 18, 2018 B5

## Legal Notices

Community Outreach Meeting

### LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 30, 2018 at 3:00pm at The Plymouth Public Library, Otto Fehlow Room, 132 South St, Plymouth, MA 02360. The proposed 3rd Party Marijuana Transporter is anticipated to be located at 5 Robert J Way, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

AD#13717635  
OCM 8/18/18

53-1 Commerce Way Plaza  
**LEGAL NOTICE**  
Town of Plymouth  
Board of Selectmen  
Public Hearing

In accordance with Chapter 138 of the Massachusetts General Laws, as amended, notice is hereby given that a Public Hearing will be held at the Plymouth Town Hall, 26 Court Street, Plymouth, Massachusetts, on Wednesday, September 5, 2018 at 7:05 pm to consider the application for a new annual all alcohol restaurant liquor license from 110 Grill CWP Plymouth LLC d/b/a 110 Grill, 53-1 Commerce Way Plaza, Kim Wallace, Manager. Description of premises will be as follows: Approximately 5837 sf, One floor, four rooms, two entrances, five exits, 1180 sf outdoor patio area.

Anyone wishing to be heard on this matter should plan to attend this meeting.

AD#13717945  
OCM 8/18/18

**STORAGE PUBLIC SALE**  
**LEGAL NOTICE**  
**AIRPORT MINI**  
**STORAGE**  
**NOTICE OF PUBLIC**  
**SALE**

30 HIGHLAND TERR  
UNIT 3006

### LEGAL NOTICE NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Concetta A. Tringale-Babicz to Washington Mutual Bank, FA, dated August 24, 2007 and registered with the Plymouth County Registry District of the Land Court as Document No.627034 as noted on Certificate of Title No. C33-135, of which mortgage the undersigned is the present holder and by assignment from The Federal Deposit Insurance Corporation, a Corporation organized and existing under an act of Congress (FDIC) and acting in its receivership capacity as receiver of Washington Mutual Bank f/k/a Washington Mutual Bank, FA to JPMorgan Chase Bank, National Association dated October 21, 2016 and registered with said registry on November 7, 2016 at Document No. 752449 Certificate of Title No. C33-135, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on August 29, 2018, on the mortgaged premises located at 30 HIGHLAND TERRACE UNIT 3006, THE HIGHLANDS AT OCEAN POINT CONDOMINIUM, PLYMOUTH, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A condominium unit known as Unit No. 3006 in the Highlands at Ocean Point Condominium situated in Plymouth, Plymouth County, Commonwealth of Massachusetts, as described in the Master Condominium Certificate of Title and in the Master Deed Document No. 310855 and indicated on

65 R QUAIL RUN

### LEGAL NOTICE NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Suzanne M. Finlay and Rodney H. Finlay to Mortgage Electronic Registration Systems, Inc. as nominee for Indymac Federal Bank, FSB, dated July 28, 2008 and recorded with the Plymouth County Registry of Deeds at Book 36359, Page 151 as affected by a Loan Modification Agreement recorded with said records at Book 45258, Page 211, of which mortgage the undersigned is the present holder by assignment from Mortgage Electronic Registration Systems, Inc., (MERS), solely as nominee for IndyMac Federal Bank, F.S.B. to OneWest Bank, FSB dated November 20, 2012 and recorded with said Registry on February 15, 2013 at Book 42687, Page 48, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 a.m. on September 12, 2018, on the mortgaged premises located at 65 R Quail Run a/k/a 65 Rear Quail Run, Plymouth, Plymouth County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:

A certain parcel of land, with the buildings thereon situated on the southerly side of Bay Hill Road (off of Quail Run) in Plymouth, Plymouth County, Massachusetts being shown as New lot 21-E on a plan entitled, "Plan of Land Plymouth, Massachusetts, showing land to be conveyed by Pacor, Inc. to P.A Landers, Inc." dated July 19, 2003, prepared by Flaherty and Stefani, Inc., recorded with the Plymouth County

Looking  
to Get  
Fit This  
Year?



Find a  
personal



Attachment B



Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 30, 2018 at 3:00pm at The Plymouth Public Library, Otto Fehlow Room, 132 South St, Plymouth, MA 02360. The proposed 3<sup>rd</sup> Party Marijuana Transporter is anticipated to be located at 5 Robert J Way, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

Thank you,

Eagle Eyes Transport, LLC  
5 Robert J Way  
Plymouth, MA 02360

18 AUG 20 P 2:47

RECEIVED  
TOWN CLERK'S OFFICE  
PLYMOUTH, MA

Attachment C



Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 30, 2018 at 3:00pm at The Plymouth Public Library, Otto Fehlow Room, 132 South St, Plymouth, MA 02360. The proposed 3<sup>rd</sup> Party Marijuana Transporter is anticipated to be located at 5 Robert J Way, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

Thank you,

Eagle Eyes Transport, LLC  
5 Robert J Way  
Plymouth, MA 02360



## **Plan to Comply With Local Codes, Bylaws, and Ordinances**

1. The Town of Plymouth has the following codes, bylaws and ordinances established related to Marijuana Establishments:
  - a. Town of Plymouth Zoning Bylaw: §203-16 ([https://www.plymouth-ma.gov/sites/plymouthma/files/uploads/combo\\_1.pdf](https://www.plymouth-ma.gov/sites/plymouthma/files/uploads/combo_1.pdf))
  - b. Town of Plymouth Licensing: The Board of Selectmen license all businesses
  - c. Town of Plymouth Business Certificate: The Town Clerk issues standard business certificates
2. As documented by the attached Zoning Board of Appeals Decision on case #3919, and as filed with the Plymouth County Registry of Deeds book 50310, page 62, EET is fully compliant with all local zoning, planning and other land use laws for the operation of the facility at 5 Robert J Way, Plymouth, MA 02360.
  - a. A Certificate of Occupancy shall be issued by the Plymouth Building department following the completion of necessary work on the facility that is pending provisional licensure by the CCC.
  - b. All work to be performed on the facility has been granted an approved building permit by the Plymouth Building Department (attached).
3. The Plymouth Board of Selectmen (BOS) serve as the licensing authority for the town of Plymouth. The BOS and EET have entered into and executed a Community Host Agreement outlining the conditions under which EET may operate its business within the Town of Plymouth. As the Plymouth Board

of Selectmen have executed the HCA with EET and in the BOS's role as the licensing authority for the Town of Plymouth, EET is fully compliant with local licensing.

4. The business licensure for Marijuana Establishments in the Town of Plymouth is controlled by the Plymouth Board of Selectmen and there are no extra specific requirements from a licensing standpoint for a Marijuana Establishment as compared to any other business.
5. Upon provisional license approval from CCC, EET will register the business with the town clerk. This is a standard fee collection process for all businesses and is not subject to approval or denial.
6. EET will remain compliant with all relevant local codes, bylaws, and ordinances added or amended in the future.
  - a. Land use / Zoning use is permanently granted and filed with the Plymouth County Registry of Deeds
  - b. EET will be compliant with local licensing requirements through the required execution and valid Host Community Agreement, both now and in the future. EET will always have a valid HCA in full force and effect, which shall serve as local licensing approval.
7. No other bylaws or ordinances exist that are required for EET to be compliant with all local codes, bylaws and ordinances. This link provides extensive guidance issued by the Town of Plymouth related to local permitting and development of any kind: [https://www.plymouth-ma.gov/sites/plymouthma/files/uploads/dvpt\\_guide\\_2011\\_0.pdf](https://www.plymouth-ma.gov/sites/plymouthma/files/uploads/dvpt_guide_2011_0.pdf)



# TOWN OF PLYMOUTH

26 Court Street  
Plymouth, Massachusetts 02360  
(508) 747-1620



2018 00078289

Bk: 50310 Pg: 62 Page: 1 of 7  
Recorded: 09/19/2018 03:08 PM  
ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds

## Board of Appeals

### Decision

Case No. 3919

**LANDOWNER:** Serop, LLC

**PETITIONER:** Eagle Eyes Transport, LLC

**SUBJECT PROPERTY:** 5 Robert J Way, Plymouth, Massachusetts

**PARCEL ID NO:** 083-000-023-040

**TITLE REFERENCE:** Plymouth County Registry of Deeds Book 48867, Page 54-56

**DATE OF PUBLIC HEARING:** August 15, 2018

\*\*\*\*\*

In exercise of its discretionary powers, the Plymouth Zoning Board of Appeals (Members: William Koehan, Michael Main, Edward Conroy, David Peck and Mike Leary) voted unanimously (5-0) to **GRANT** the petition of **Eagle Eyes Transport, LLC**, requesting a Special Permit required per section 205-27 (L) to transport and warehouse Marijuana products for Licensed Marijuana establishments only on the property of **Serop, LLC** located at **5 Robert J Way** and shown as Lot 23-40 on Plat 83 of the Assessors Maps dated January 1, 2017 in a LI Zone.

### SUBMITTED DOCUMENTATION:

- ZBA Petition Application
- Deed recorded Book 48867, Page 54-56
- Property Record Card
- Inspectional Services Denial 5-18-18
- Fire Department Comments 7-5-18
- Engineer Department Comments 7-25-18
- Eagle Eyes Transport, LLC Response to Engineer Comments 7-26-18

18 AUG 27 P 3:17

RECEIVED  
TOWN CLERK'S OFFICE  
PLYMOUTH, MA

### THE PLYMOUTH ZONING BOARD OF APPEALS FINDS THE FOLLOWING FACTS: Findings:

- The Petitioner is requesting a Special Permit per Section 203-16 of the Zoning Bylaw, in order to conduct operations as a Marijuana transporter and warehouse. Eagle Eyes Transport is a third-party cannabis transporter; licensed to purchase, obtain and possess cannabis or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution to Marijuana Establishments; and not directly to consumers.
- The subject property is within Camelot Industrial Park, a Light Industrial (LI) Zone located off Long Pond Road in close proximity to Exit 5 of Route 3, Pilgrim Highway. The parcel is a 1.19-acre corner lot on Robert J Way and Camelot Drive. According to the Assessor's

A True Copy Attest

Laurence R. Pizer  
Town Clerk

Eagle Eyes Transport, LLC  
PO Box 333  
Plymouth, MA 02667  
Mail



Records, the site is classified as Industrial Warehouse with an existing 11,900 SF Flex style warehouse building built about 2002. The Petitioner is utilizing the front 5,100 SF of the existing building for their operations. Approximately 2,100 SF will be used for office and administrative purposes and 3,000 SF for warehousing and vehicles storage. Any product stored in the facility will be in sealed boxes or plastic totes. Generally, product storage is for a period of 30 days or less.

3. According to the Petitioner, services are provided only business to business, to other licensed Marijuana Establishments; not open to the public or serve consumers directly in any way. They state that they operate a discreet, secure, and fully compliant central operations and warehouse facility. A fleet of unmarked, secure and fully compliant transportation vehicles will operate on random schedules and random routes and will avoid travel through local residential and school zones.
4. Eagle Eyes Transport states that it plans to provide well-paying jobs with benefits, employing a potential of 30 full-time employees at full operational capacity. They intend to gift the Town of Plymouth a general fund payment of \$10,000 with an ongoing annual payment increasing 3% thereafter. In addition, ongoing annually sponsorship payments of \$5,000 will be made to Town-identified school related programs.
5. According to the Petitioner, some of the security measures include the following:
  - a) facility locked at all times and accessible only with authorized access, with all movements logged digitally;
  - b) all areas monitored by high definition closed circuit surveillance and all vehicles monitored as well. Surveillance feeds will be provided to public safety officials and regulators as required;
  - c) commercial grade central alarm system at all entrances to the facility;
  - d) fully secured vaults for all cannabis and cannabis products;
  - e) panic buttons accessible in all areas and vehicles;
  - f) no weapons allowed within the facility and vehicles pursuant to CCC regulations;
  - g) cash not stored or managed on site in any way; and
  - h) all vehicles unmarked and tracked always by two independent GPS systems running on separate cellular networks.
6. Marijuana Establishments are allowed by special permit in the Light Industrial (LI) Districts and must comply with the dimensional, intensity, and setback requirements of the underlying district and the following requirements:
  - a) A minimum separation of 2,000 feet is required between Marijuana Retailers, not including Marijuana Treatment Centers. *Not required (retail only)*
  - b) A minimum setback of 500 feet is required from any public or private school (with Kindergarten through Grade 12 students). *Complies*
  - c) Adequate provisions for security must be provided. *Complies*
  - d) Advertisements, displays of merchandise, signs or any other exhibit depicting the activities of the dispensary placed within the interior of buildings or premises shall be

arranged or screened to prevent public viewing from outside such building or premises. *Under purview of Building Commissioner*

- e) Only one historic identification sign as defined by Section 205-19B of the Zoning Bylaw is allowed. All other identification signs are prohibited. *Under purview of Building Commissioner*
7. The Petitioner plans to work with the Town of Plymouth on a Community Host Agreement. Requirements such as security measures, CORI checks, quality control, and independent testing of all plants and products are required by the Commonwealth's Cannabis Control Commission as well.
8. A parking summary and layout are provided on the site plan. The existing parking is planned to be modified to accommodate delivery truck circulation and renovations. Five (5) parking spaces have direct access onto a walkway that leads to the main front entrance. The plan provides more than sufficient parking for the use intended.

PARKING SUMMARY	Area (SF)	Required	Proposed	
Office: 1 space / 200 SF	2,100	11 spaces	11 spaces	
Warehouse / storage: 1 space / 1,500 SF	3,000	2 spaces	2 spaces	
Proposed Use (portion of building)	5,100	13 spaces	13 spaces	
Total Building Area	11,900		20 spaces	

9. Additional landscape plantings are shown along the perimeter of the site as well as around the building and various parking areas. Pear Trees line Camelot Drive and Cherry and Golden Rain Trees vary along Robert J. Way. A variety of trees, shrubs and foundation plantings fill the front yards along both Camelot Drive and Robert J. Way, with White Pine and Fraser Fir clustered around the rear and side perimeters of the property. A proposed sign location is shown with flowers and juniper massing at the corner of the lot at the front of the building.
10. The site is currently serviced by Town water supply and a private septic system. Utility lines for electricity, telephone and cable are connected to existing utilities located along Camelot Drive.
11. The site is not within an Aquifer Protection Zone, Area of Critical Environmental Concern (ACEC), hazard flood zone or priority habitat.

**THE GRANTING OF THIS SPECIAL PERMIT IS BASED ON THE FOLLOWING REASONS:**

It is recommended that the petition be approved for For a Special Permit per Section 203-16 of the Zoning Bylaw for the following reasons, and with the following conditions:

---

ZBA Case No. 3919

A True Copy Attest Page 3

*Laurence R. Pizer*  
Town Clerk



1. The proposed use is appropriate in the Light Industrial (LI) zone and on this specific site. At the 2017 Annual Fall Town Meeting, the Town of Plymouth voted to allow marijuana establishments only within the LI zones.
2. Adequate and appropriate facilities will be in place to assure proper operation of the use.
3. There will be no hazard to pedestrians or vehicles.
4. There will be no nuisance or adverse effects anticipated to the surrounding commercial businesses.

Marijuana Establishments are allowed by special permit in the Light Industrial (LI) Districts and must comply with the dimensional, intensity, and setback requirements of the underlying district and the following requirements:

5. A minimum separation of 2,000 feet is required between Marijuana Retailers, not including Marijuana Treatment Centers.

*There are no other Marijuana Retailers within 2,000 feet of the proposed use or within the Camelot Industrial Park.*

6. A minimum setback of 500 feet is required from any public or private school (with Kindergarten through Grade 12 students).

*The nearest school, Plymouth Intermediate Community School, is approximately 2,935 lineal feet away from the proposed marijuana transport facility.*

7. Adequate provisions for security must be provided.

*Extensive security measures are proposed (Finding 5).*

8. Advertisements, displays of merchandise, signs or any other exhibit depicting the activities of the dispensary placed within the interior of buildings or premises shall be arranged or screened to prevent public viewing from outside such building or premises.

*Per the Commonwealth of Massachusetts regulations, all product displays and signage will be screened from view from the outside of the building.*

9. Only one historic identification sign as defined by Section 205-19B of the Zoning Bylaw is allowed. All other identification signs are prohibited.

*Only one sign will be approved by the Town of Plymouth.*

#### **CONDITIONS:**

1. The Petitioner will not have any kind of retail business regarding Marijuana/Cannabis on the proposed site.
2. The Petitioner will return to the Zoning Board of Appeals prior to occupancy for an informal hearing to provide documentation that there will be

- a. A secure vault on location
- b. A hardened wall between the petitioner's location and the future co-tenant
3. Security measures shall be reviewed and approved by the Plymouth Chief of Police with final approval by the Zoning Board of Appeals.
4. Any advertisements displays of merchandise, signs or any other exhibit depicting the activities of the dispensary placed within the interior of buildings or premises shall be arranged or screened to prevent public viewing from outside such building or premises.
5. Only one historic identification sign as defined by Section 205-19B of the Zoning Bylaw is allowed. All other identification signs are prohibited.
6. Prior to issuance of a Building Permit a Municipal Lien Certificate shall be provided to the Building Commissioner as evidence of payment of any back taxes, fees or penalties owed to the Town, if any.

If substantial use or construction permitted by this Special Permit has not commenced within two years from the date on which a copy of this decision is filed with the Town Clerk, excluding the amount of time required for an appeal period to expire and the amount of time required to pursue and await the determination of any such appeal, then this Special Permit shall expire.

Any relief not expressly granted hereunder is hereby denied.

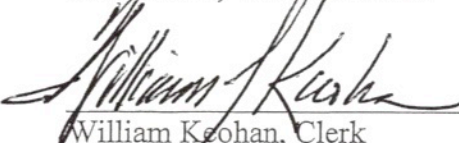
We hereby certify that copies of this decision were filed with the Town Clerk, Building Inspector, and the Planning Board on: 8/27/18

ZONING BOARD OF APPEALS

NOT SEATED ON THIS CASE

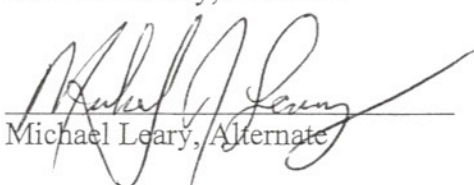
Peter Conner, Chairman

  
David Peck, Vice-Chairman

  
William Keohan, Clerk

  
Michael Main, Member

  
Edward Conroy, Member

  
Michael Leary, Alternate

NOT SEATED ON THIS CASE

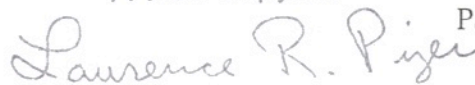
Erin Semcken, Alternate

This decision shall not take effect until (a) a copy of this decision certified by the Town Clerk to the effect that twenty (20) days have elapsed since the decision was filed in the Office of the

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ZBA Case No. 3919

A True Copy Attest

  
Town Clerk

Town Clerk without any appeal having been filed or that any appeal filed has been dismissed or denied has been recorded in the Plymouth County Registry of Deeds or with the Assistant Register of the Land Court for Plymouth County, and (b) a certified copy indicating such Registry recording has been filed with the Board.

Any person aggrieved by a decision of the Board of Appeals has the right to appeal such decision to the Superior Court, the Land Court, or the District Court of the Commonwealth of Massachusetts pursuant to Massachusetts General Laws, Chapter 40A, Section 17, by filing such appeal within twenty (20) days after the date on which the decision was filed with the Town Clerk.

Copy to Applicant via Certified Mail on: 8/28/2018

Notice of Decision to interested parties on: 8/28/2018



# TOWN OF PLYMOUTH

Town Clerk's Office  
11 Lincoln Street  
Plymouth, MA 02360  
508-747-1620 \*189

I hereby certify that a copy of the decision of the Board of Appeals of the Town of Plymouth related to the application of Eagle Eyes Transport, LLC for a Special Permit, Case Number 3919, was filed in this office on 8/27/2018 and that no appeal was filed during the twenty days next after that date.

ATTEST:

Date: September 19, 2018

*Laurence R. Pige*

Town Clerk

# TOWN OF PLYMOUTH BUILDING PERMIT

Location 5 ROBERT J. WAY

Lot 083000023040

App No.

97539

Permit No.

A20180745

Issue Date

06/07/2018

Expire Date

Applicant CANAVAN, GEORGE J.  
CANAVAN CONSTRUCTION  
Address 9 EMERALD TREE LN  
PLYMOUTH, MA 02360

Permit To ALTERATION COMMERCIAL IMPROVEMENT (0) Story # of Units (0)

Remarks: CONSTRUCT A SEPARATION WALL 110' X 1' - ADD EXTERIOR DOOR - UTILITY SINK  
REQUIRED IN ALL SPACES (APP97872) (Z20180549) WAREHOUSE

Conditions  
of Permit

Estimated Cost \$14,000 Fee \$200.00 Paid to date \$200.00

Owner KLM REALTY TRUST  
WORKS KENTON M  
Address 43 SHORE DRIVE  
KINGSTON, MA 02364

Building Official *Paul McAuliffe*

## ATTENTION

It is your responsibility  
to call for all required  
inspections under  
Section 780CMR 115.0  
MA State Building Code

Any questions regarding inspections?  
Call our office at (508) 747-1620

To schedule inspections call 508- 747-1620 x117.  
Provide the Application Number and Type of  
Inspection requested.

Post Permit so it is visible from road.

PLANS MUST BE ONSITE

FOR ALL INSPECTIONS

EAGLE EYES TRANSPORT, Inc.  
5 Robert J Way, Plymouth, Ma 02360  
(508) 591-3537    [www.eagleeyestransport.com](http://www.eagleeyestransport.com)



To the CCC Licensing Renewal Team:

This letter is to attest to the fact that no municipal response was received to the request, although the host community of Plymouth did acknowledge receipt.

Thank you,  
Raphael Richter, CO-CEO

From: **Raphael Richter** raphael@eagleeyestransport.com

Subject: Eagle Eyes Transport - Request for Costs

Date: February 18, 2021 at 10:03 AM

To: mmccollem@townhall.plymouth.ma.us, Melissa Arrighi MArrighi@TOWNHALL.PLYMOUTH.MA.US

Cc: Christopher Badot cbadot@townhall.plymouth.ma.us, Katherine Rossmore krossmore@eagleeyestransport.com

RR

Hello there

As a required part of our annual state license renewal, we need to submit the attached formal request to the town.

Please kindly respond confirming receipt of this email and request.

Thank you,

Raphael Richter, Co-CEO

[raphael@eagleeyestransport.com](mailto:raphael@eagleeyestransport.com)

M: (774) 722-1422



EAGLE EYES TRANSPORT SOLUTIONS, LLC

5 Robert J Way, Plymouth, Ma 02360

(508) 591-3537 [www.eagleeyestransport.com](http://www.eagleeyestransport.com)



Town of Plymouth

ATTN: Town Managers Office

26 Court Street

Plymouth, MA 02360

February 18, 2021

To the Town Manager:

We are renewing our license with the Cannabis Control Commission and as part of that application we are required to prove that we have requested the records of any costs imposed on the Town that are reasonably related to the operation of the Marijuana Establishment.

We are required to state in this request that:


*In accordance with M.G.L. c. 94G section 3(d), any cost to a city or town imposed by the operation of the ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4 section 7, cl. 26. Documentation shall include the request and the substantive response from the city or town that includes actual and anticipated expenses resulting from the operation. If the city or town does not submit a substantive response, the licensee shall provide an attestation to that effect.*

Our renewal application is due soon. If the Town intends to submit a substantive response, I request that you reply by 5pm on March 4, 2021. Please let me know if I can assist in any way in fulfilling this request.

Respectfully,

\

Raphael W Richter, Co-CEO

**From:** Marlene McCollem [mmccollem@plymouth-ma.gov](mailto:mmccollem@plymouth-ma.gov)   
**Subject:** Re: Eagle Eyes Transport - Request for Costs  
**Date:** February 18, 2021 at 11:46 AM  
**To:** Raphael Richter [raphael@eagleeyestransport.com](mailto:raphael@eagleeyestransport.com), Melissa Arrighi [MArrighi@plymouth-ma.gov](mailto:MArrighi@plymouth-ma.gov)  
**Cc:** Christopher Badot [cbadot@plymouth-ma.gov](mailto:cbadot@plymouth-ma.gov), Katherine Rossmore [krossmoore@eagleeyestransport.com](mailto:krossmoore@eagleeyestransport.com)

MM

Raphael:  
I am confirming receipt of your request.

Thank you,  
Marlene

Marlene V. McCollem  
Assistant Town Manager

---

**From:** Raphael Richter <[raphael@eagleeyestransport.com](mailto:raphael@eagleeyestransport.com)>  
**Sent:** Thursday, February 18, 2021 10:03 AM  
**To:** Marlene McCollem <[mmccollem@plymouth-ma.gov](mailto:mmccollem@plymouth-ma.gov)>; Melissa Arrighi <[MArrighi@plymouth-ma.gov](mailto:MArrighi@plymouth-ma.gov)>  
**Cc:** Christopher Badot <[cbadot@plymouth-ma.gov](mailto:cbadot@plymouth-ma.gov)>; Katherine Rossmore <[krossmoore@eagleeyestransport.com](mailto:krossmoore@eagleeyestransport.com)>  
**Subject:** Eagle Eyes Transport - Request for Costs

Hello there  
As a required part of our annual state license renewal, we need to submit the attached formal request to the town.  
Please kindly respond confirming receipt of this email and request.  
Thank you,

Raphael Richter, Co-CEO  
[raphael@eagleeyestransport.com](mailto:raphael@eagleeyestransport.com)  
M: (774) 722-1422





## **Plan for Positive Impact**

Eagle Eyes Transport, Inc. is a state-wide business to business supply chain company for the cannabis industry. We have a plan to positively impact individuals that have been adversely affected the most by the so-called “war on drugs” and in communities deemed by CCC to be “communities of disproportionate impact.”

Eagle Eyes Transport, Inc. will have its first location based in the Town of Plymouth. Because EET is not physically located within one of the so-designated areas of disproportionate impact, our positive impact will benefit individuals who have been “disproportionately impacted” through two (2) mechanisms:

- Hiring preference for people from CCC identified “communities of disproportionate impact”
- By actively recruiting and hiring qualified people that have past drug convictions and/or who have had spouses or parents who have a past drug conviction

### **1. Recruitment and Hiring**

- a. Our goal to achieve a positive impact on communities of disproportionate impact is to hire employees and provide secure well-paying jobs to people from those communities closest to our facility, and to reach out and recruit and hire individuals with past drug convictions and /or who have had spouses or parents

who have a past drug conviction. We have identified the Town of Wareham and the City of Brockton as the geographically closest communities of disproportionate impact.

- b. While we will first attempt to recruit and hire from those two communities specifically, (in addition to our obligation to the Town of Plymouth to hire locally) we may recruit employees from any of the so-called communities designated by the Commonwealth to be “of disproportionate impact” in order to reach our goal of making a positive impact on said communities.
- c. As we begin to hire drivers and other employees, we agree to give a weighted preference to any applicants who are from any CCC identified community of disproportionate impact.
- d. EET will host and participate in direct job fairs in those communities, and to hire people from those communities.
  - i. EET will host and/or participate in job fairs at least once every six months, and more frequently as needed.
- e. EET will also be actively recruiting and hiring individuals with either past drug convictions (which are not disqualifying convictions under the 935 CMR 500.801 and 935 CMR 500.802) or who have parents or spouses with past drug convictions.



- f. The collective group of individuals eligible to be hired who are either from the state's identified communities of disproportionate impact or are individuals with past drug convictions or who have parents or spouses with past drug convictions shall be referred to collectively as "disproportionately impacted".
  - g. In order to effectively positively impact these disproportionately impacted communities, we will also use our local Plymouth County probation department to assist us in locating and recruiting individuals from this demographic.
- 2. GOALS - EET has committed to the following timelines in order fulfill its obligations:
  - a. The following goals for the percentage of overall workforce of EET to be made up of "disproportionately impacted" individuals (all deadlines listed are from the date of first provisional CCC licensure):
    - i. 12 months = 5% of workforce were disproportionately impacted
    - ii. 24 months = 10% of workforce were disproportionately impacted
    - iii. 36 months = 15% of workforce were disproportionately impacted
    - iv. 48 months = 18% of workforce were disproportionately impacted
    - v. 60 months = 20% of workforce were disproportionately impacted



### 3. Evaluation and Measurement of Efforts

- a. Annually, EET will assess and evaluate the existing workforce in order to make sure the goals in this plan are being met. This assessment shall reflect both quantitative and qualitative progress toward the above-stated goal.
- b. Analysis and Measurement of Results.
  - i. Every (12) months from the date of provisional licensure, EET will analyze our existing workforce through detailed questionnaires. Completion of said survey shall be a requirement of continued employment with the company.
  - ii. If there is any disparity between our benchmark goals stated above we will seek to actively recruit from any these communities disproportionately impacted.
  - iii. EET will attempt to actively identify any barriers to achieving a workforce that meets the benchmark goals, and once those barriers are identified, we will make active efforts to overcome them.

### 4. Additional Commitments

- a. Eagle Eyes is committed to providing training where necessary to promote and advance all employees within the company, which shall naturally include all disproportionately affected or located employees. All training programs shall be

conducted annually for all employees, and are outlined in the “Operation Procedures - Staffing, Qualifications and Training Document,” the details of which are outlined below:

- i. All new employees will be thoroughly trained, and retrained annually, in the following areas either in house or with a third-party training program as approved by CCC:
  1. Required “Responsible Vendor Training” as outlined in 935 CMR 500.105 (2)
  2. Review of all relevant laws and regulations
    - a. Review of state laws pertaining to Adult Use and Medicinal Use of Cannabis
    - b. Review of 935 CMR 500.00 and any other Cannabis Control Commission policies and procedures
  3. Review of all company policies and procedures
    - a. Cannabis Transportation Procedures
    - b. Communication Procedures
    - c. Emergency Situation Procedures
    - d. Security Procedures
    - e. Employee Handbook Review
    - f. Drug & Alcohol policies

- g. All other policies
  - 4. Personal security and crime prevention training
  - 5. Defensive driver training
  - 6. Protective/evasive driver training
  - 7. Extreme driving conditions training
  - 8. Diversity & Inclusiveness training
  - 9. Ongoing professional development
- b. EET 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;
- c. Any actions taken, or programs instituted, by EET will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- d. EET acknowledges that this plan will be reviewed annually by the CCC upon renewal of licensure.

**D  
PC**

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FORM MUST BE TYPED

(1) Exact name of other entity: Eagle Eyes Transport, LLC

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

Eagle Eyes Transport, Inc.

(3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

### ARTICLE I

The exact name of the corporation upon conversion is:

Eagle Eyes Transport, Inc.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:\*

\* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

**ARTICLE III**

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		Common	200,000	\$0.00001

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None.

**ARTICLE V**

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See Exhibit A attached.

**ARTICLE VI**

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

See Exhibit A attached.

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

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

**ARTICLE VII**

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

**ARTICLE VIII**

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
191 Commercial Street, Unit R2, Provincetown, MA 02657
- b. The name of its initial registered agent at its registered office:  
Raphael W. Richter
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Raphael W. Richter

Treasurer: Raphael W. Richter

Secretary: Raphael W. Richter

Director(s): Raphael W. Richter

*If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.*

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Secure transportation of specialized goods and products
- f. The street address of the principal office of the corporation:  
5 Robert J Way, Plymouth, MA 02360
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

5 Robert J Way, Plymouth, MA 02360, which is  
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by: Raphael Richter  
Raphael Richter (Sep 20, 2018)  
(signature of authorized individual)

- ☒ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 20<sup>th</sup> day of September, 2018

# **The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

## **Attachment Sheet**

### **Article V:**

The stock of the corporation is subject to transfer restrictions contained in its bylaws and copies thereof are on file at the principal office of the corporation. Certificates of stock of the corporation are transferable only upon compliance with the provisions of said transfer restrictions.

### **Article VI:**

(1) Meetings of the stockholders of the Corporation may be held anywhere in the United States.

(2) The Corporation may be a partner to the maximum extent permitted by law.

(3) No director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability; provided, however, that, to the extent required by applicable law, this provision shall not eliminate the liability of a director: (i) for any breach of the director's duty of loyalty to the corporation or to its shareholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 8.51 or successor provisions of the Massachusetts Business Corporation Act; or (iv) for any transaction from which the director derived an improper personal benefit (unless such transaction is permitted by the Massachusetts Business Corporation Act). The foregoing provisions shall not eliminate the liability of a director for any act or omission occurring prior to the date upon which this provision becomes effective. No amendment to or repeal of this provision shall apply to or have any effect on liability with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

(4) The Corporation may, from time to time, and in conformity with the provisions of the Massachusetts Business Corporation Act, distribute to its stockholders, directly or by the purchase of its own shares, a portion of its assets, in cash or property, out of the unreserved and unrestricted capital surplus of the Corporation.

(5) The Board of Directors shall consist of one (1) or more board members, as such number shall be fixed and changed by the Board of Directors, irrespective of the number of shareholders of the Corporation then existing.



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:

September 21, 2018 09:01 AM

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*

# **EAGLE EYES TRANSPORT, INC.**

## **BYLAWS**

### **Article I**

## **OFFICES**

**Section 1.01. Principal Office.** The principal office of the corporation shall be located at 5 Robert J Way, Plymouth, MA 02360. The corporation may have such other offices or places of business, either within or outside the Commonwealth of Massachusetts, as the Board of Directors may from time to time establish or the business of the corporation may require.

**Section 1.02. Registered Office and Registered Agent.** The registered office of the corporation need not be identical with the principal office of the corporation and shall initially be located at 5 Robert J Way, Plymouth, MA 02360. The registered agent and registered office may be changed from time to time by the Board of Directors in accordance with the provisions of the Massachusetts Business Corporation Act, as amended (the “Act”).

### **Article II**

## **SHAREHOLDERS**

**Section 2.01. Annual Meeting.** The annual meeting of the shareholders shall be held at such time determined by the Board of Directors within the month of January in each year, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the Commonwealth of Massachusetts, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for an annual meeting of the shareholders or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as is practicable.

**Section 2.02. Special Meetings.** Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by the Act, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than ten percent (10%) of all outstanding shares of capital stock of the corporation entitled to vote at the meeting or upon the receipt by the corporation of a notice from a shareholder of such shareholder’s intention to transfer shares of capital stock of the corporation pursuant to Article VI hereof.

**Section 2.03. Place of Meeting.** The Board of Directors may designate any place, either within or outside the Commonwealth of Massachusetts, as the place of the annual or any special meeting called by the Board of Directors. If no designation is made, the place of meeting shall be the principal office of the corporation.

**Section 2.04. Notice of Meeting.** Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is

called, shall, unless otherwise prescribed by the Act, be delivered not less than seven (7) nor more than sixty (60) days before the date of the meeting, either personally, by mail, by facsimile, by email, or by form of electronic transmission consented to by the shareholder to when the notice is given, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation, with postage prepaid thereon. If notice is given personally, by facsimile, or by form of electronic transmission, notice shall be deemed delivered when received by a shareholder.

**Section 2.05. Closing of Transfer Books or Fixing of Record Date.** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer books shall be closed for a stated period of not more than seventy (70) days ending on the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken, or in the case of a meeting of shareholders, such date to be not less than ten (10) days prior to the date of such meeting. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section 2.05, such determination shall apply to any adjournment thereof. The record date for determining shareholders entitled to express consent in writing without a meeting, when no notice of meeting is mailed, shall be the day on which the first written consent is expressed.

**Section 2.06. Quorum.** The holders of a majority of the issued and outstanding shares of capital stock of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders except as otherwise provided by the Act or by the articles of organization. If less than a quorum shall be present or represented at any meeting of shareholders, the holders of a majority of the shares so represented shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

**Section 2.07. Voting of Shares.** Each issued and outstanding share of capital stock with voting rights, unless limited, enlarged, or denied by the articles of organization, shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders. If a quorum is present at a meeting of shareholders, the affirmative vote of a majority of the shares represented in person or by proxy at the meeting shall be the act of the shareholders unless the

vote of a greater number of shares is required by the Act or the articles of organization; provided, however, that the directors shall be elected by plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. The shareholders present or represented at any meeting at which a quorum shall be present may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. Every shareholder entitled to a vote at a meeting of shareholders or to express written consent without a meeting as herein provided may authorize another person or persons to act by written proxy executed by the shareholder or by the shareholder's duly authorized attorney-in-fact. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy.

**Section 2.08. Action by Written Consent.** Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if all of the shareholders entitled to vote thereon consent thereto in writing. Such action may also be taken by the written consent of less than all of such shareholders to the extent permitted by the articles of organization and the Act.

### **Article III**

#### **BOARD OF DIRECTORS**

**Section 3.01. General Powers.** The business and affairs of the corporation shall be managed by its Board of Directors.

**Section 3.02. Number, Tenure, and Qualifications.** The initial number of directors shall be one (1). The number of directors of the corporation may from time to time be changed by resolution of the shareholders. Directors need be neither residents of Massachusetts nor shareholders of the corporation. The directors shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting or until his or her successor shall have been elected and qualified or until such director's death or resignation or removal in the manner provided herein.

**Section 3.03. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee, or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws.

**Section 3.04. Removal.** The shareholders may, at any meeting called for the purpose, remove any director with or without cause by vote of a majority of the outstanding shares of the class or series of stock which elected the director or directors to be removed.

**Section 3.05. Resignations.** Any director may resign at any time by giving written notice to the Board of Directors or to the President. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in such notice, acceptance of the resignation shall not be necessary to make it effective.

**Section 3.06. Regular Meetings.** A regular meeting of the Board of Directors shall be held without notice other than by this Section 3.06 immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without notice other than such resolution.

**Section 3.07. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any one director. The person or persons authorized to call special meetings of the Board of Directors may fix the manner and the place for holding any special meeting of the Board of Directors called by them.

**Section 3.08. Notice.** Notice of any special meeting shall be given at least two (2) days prior thereto by written notice delivered personally or mailed to each director at the director's business address (or, if no business address, then at the director's residence) or by facsimile or by form of electronic transmission. If mailed, such notice shall be deemed delivered when deposited in the United States mail, so addressed, with postage prepaid thereon. If notice is given personally, or by facsimile or by form of electronic transmission, notice shall be deemed delivered when received by a director.

**Section 3.09. Quorum.** A majority of the number of directors of the corporation from time to time shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the directors then present may adjourn the meeting from time to time without further notice.

**Section 3.10. Manner of Acting.** The act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Act or by the articles of organization. Meetings of directors may be held by means of a telephone conference circuit, and connection to such circuit shall constitute presence at such meeting.

**Section 3.11. Action by Written Consent.** Any action to be taken at a meeting of the directors of a corporation, or any action which may be taken at a meeting of the directors or of a committee, may be taken without a meeting if all of the directors, or all of the members of the committee, as the case may be, consent thereto in writing or by electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee. The consent has the same effect as a unanimous vote for all purposes, and that may be stated in any certificate or other document filed with the secretary of state.

**Section 3.12. Presumption of Assent.** A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be deemed to have assented to such action unless his or her dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**Section 3.13. Compensation.** The Board of Directors may fix by resolution the compensation of directors and provide for payment of expenses of attendance at meetings. No such payment shall preclude any director from serving the corporation in any other capacity and receiving additional compensation therefor.

**Section 3.14. Executive and Other Committees.** The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an Executive Committee and one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise any or all of the authority of the Board of Directors, provided that no such committee shall have the authority of the Board of Directors in reference to amending the articles of organization, adopting a plan of merger or consolidation, recommending to the shareholders the sale, lease, exchange or other disposition of all or substantially all the property and assets of the corporation otherwise than in the regular course of its business, recommending to the shareholders a voluntary dissolution of the corporation or a revocation thereof, or amending the bylaws of the corporation. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

## **Article IV**

### **OFFICERS**

**Section 4.01. Number.** The officers of the corporation shall be a President, one or more Vice-Presidents if elected (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, a Chairman of the Board of Directors, and such other officers and agents as may be deemed necessary by the Board of Directors. Any two (2) or more offices may be held by the same person. No officer need be a director or a shareholder of the corporation.

**Section 4.02. Election and Term of Office.** The officers of the corporation specifically designated in Section 4.01 of this Article IV shall be elected annually by the Board of Directors at its regular meeting held after the annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is practicable. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until such officer's death or resignation or removal in the manner hereinafter provided.

**Section 4.03. Other Officers.** The Board of Directors may elect or appoint such other officers and agents, including one or more Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem necessary, each of whom shall hold office for such period and shall exercise such powers and perform such duties as are provided in these bylaws or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer the power to appoint any such officers and agents and to prescribe their respective powers, duties, and salaries.

**Section 4.04. Removal.** Any officer or agent may be removed at any time with or without cause by the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

**Section 4.05. Resignations.** Any officer or agent may resign at any time by giving written notice to the Board of Directors or to the President or Secretary. The resignation shall take effect at the time specified in the notice and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective.

**Section 4.06. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled in the manner prescribed in these bylaws for election or appointment to such office. In the case of a vacancy in any of the offices specifically designated in Section 4.01 of this Article IV, such vacancy shall be filled for the unexpired portion of the term of such office.

**Section 4.07. President.** The President shall be the principal executive officer of the corporation and, subject to the direction and under the supervision of the Board of Directors, shall have general charge of the business, affairs, and property of the corporation, and control over its officers, agents, and employees. In the absence of the Chairman of the Board of Directors, the President shall preside at meetings of the shareholders and of the Board of Directors. The President shall execute, on behalf of the corporation, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed. The President shall do and perform all duties incident to the office of President and such other duties as may be assigned to the President by these bylaws or by the Board of Directors.

**Section 4.08. Vice-Presidents.** In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice-President (or in the event there is more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election or listing in any resolution pertaining to their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. A Vice-President shall perform such other duties as from time to time may be assigned to such Vice-President by the President or by the Board of Directors.

**Section 4.09. Secretary.** The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a record of the post office address of each shareholder that shall be furnished to the Secretary by such shareholder; (e) have general charge of the stock transfer books of the corporation; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

**Section 4.10. Treasurer.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these bylaws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the shareholders shall determine.

**Section 4.11. Salaries.** Except as provided in Section 4.03 of this Article IV, the salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the corporation.

## **Article V**

### **CONTRACTS, LOANS, CHECKS, AND DEPOSITS**

**Section 5.01. Contracts.** The Board of Directors may authorize any officer or officers, or any agent or agents, to enter into contracts and agreements in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

**Section 5.02. Loans.** No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a general or specific resolution of the Board of Directors.

**Section 5.03. Checks, Drafts, or Other Similar Orders.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, or such agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 5.04. Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.



## Article VI

### **CAPITAL STOCK**

**Section 6.01. Certificates.** Certificates representing shares of capital stock of the corporation shall be in such form as shall be determined by the Board of Directors and shall be signed by the President or a Vice-President and the Secretary or an Assistant Secretary.

**Section 6.02. Encumbrances.** Notwithstanding any other provision of these bylaws, no shareholder shall pledge, hypothecate, or otherwise encumber all or any part of such shareholder's stock in the corporation, now owned or hereafter acquired by such shareholder, without the written consent of the other shareholders.

## Article VII

### **INDEMNIFICATION**

Each person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is, or was, a director or an officer of the corporation, or who, while a director or an officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, other enterprise, employee benefit plan, or other entity, shall be indemnified against judgments, penalties, fines, settlements, and reasonable expenses (including attorneys' fees) actually incurred by such person in connection with any such action, suit, or proceeding to the full extent permitted under Section 8.51 of the Act. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those persons seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders, or disinterested directors or otherwise, and shall continue as to any person who has ceased to be a director or an officer and shall inure to the benefit of the heirs, executors, and administrators of such person. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power or obligation to indemnify such person against such liability under the provisions of this Article VII or under Section 8.51 of the Act.

## Article VIII

### **STOCK OF OTHER CORPORATIONS**

Subject to any specific directions of the shareholders or the Board of Directors, and at the direction of the Board of Directors, any rights or powers which the corporation may have

from time to time as the owner or holder of stock or any other security of any other corporation may be exercised on behalf of the corporation by the President of the corporation in such manner as the President shall from time to time determine; including, without limitation the right or power of the corporation to exercise at a meeting its voting rights under any such security, or to execute consents in lieu of a meeting, or to waive notice of any meeting, or to exercise or waive any subscription or other rights or options which the corporation may have or receive as such owner or holder, or to execute a proxy or proxies with respect to any such security. The Board of Directors may at any time, or from time to time grant authority to one or more officers of the corporation to dispose of any such securities of any other corporation or corporations on such terms and conditions, to such person or persons and at such time or times as such officer or officers may determine.

## **Article IX**

### **GENERAL PROVISIONS**

**Section 9.01. Fiscal Year.** The fiscal year of the corporation shall begin on the first day of January and end on the last day of December each year.

**Section 9.02. Corporate Seal.** The corporation shall have a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, and the year of incorporation.

**Section 9.03. Waiver of Notice.** Whenever any notice is required to be given to any person under the provisions of these bylaws or under the provisions of the articles of organization or under the provisions of the Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or shareholders need be specified in any written waiver of notice of such meeting.

## **Article X**

### **AMENDMENTS**

**Section 10.01. Shareholders' Agreements.** All or a group of the shareholders and the corporation may enter into a written agreement among themselves to limit the right to transfer shares of stock held by the shareholders; to require the transfer of shares of stock held by the shareholders under specified conditions or at specified prices; to limit, transfer or otherwise affect any right, power, privilege or immunity incident to shares of stock held by the shareholders. Promptly following the execution of any such written agreement (i) a copy of the agreement shall be filed with the corporation at its principal office, and (ii) the certificates representing the shares of capital stock of the corporation affected by such agreement shall be tendered to the corporation for its endorsement thereon of an appropriate legend noticing such

agreement. The adoption of such an agreement shall be deemed to be an amendment to these bylaws effective as of the date of adoption and continuing for the term of such agreement. When such agreement is terminated, the amendment shall be deemed repealed, effective as of the date of such termination. In the event of a conflict between the provisions of any such agreement and the provisions of these bylaws, the provisions of the agreement shall be deemed to supersede the provisions hereof.

**Section 10.02. Required Approval.** Except as provided in Section 10.01 hereof in connection with the adoption of shareholders' agreements, these bylaws may be altered, amended, or repealed and new bylaws may be adopted by majority vote of the issued and outstanding shares of capital stock of the corporation at any annual or special meeting of the shareholders.

\* \* \* \* \*



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: September 21, 2018

To Whom It May Concern :

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

**EAGLE EYES TRANSPORT, INC.**

is a domestic corporation organized on **September 21, 2018**, under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 18090398710

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



RAPHAEL W RICHTER  
EAGLE EYES TRANSPORT, INC.  
5 ROBERT J WAY  
PLYMOUTH MA 02360-3036

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

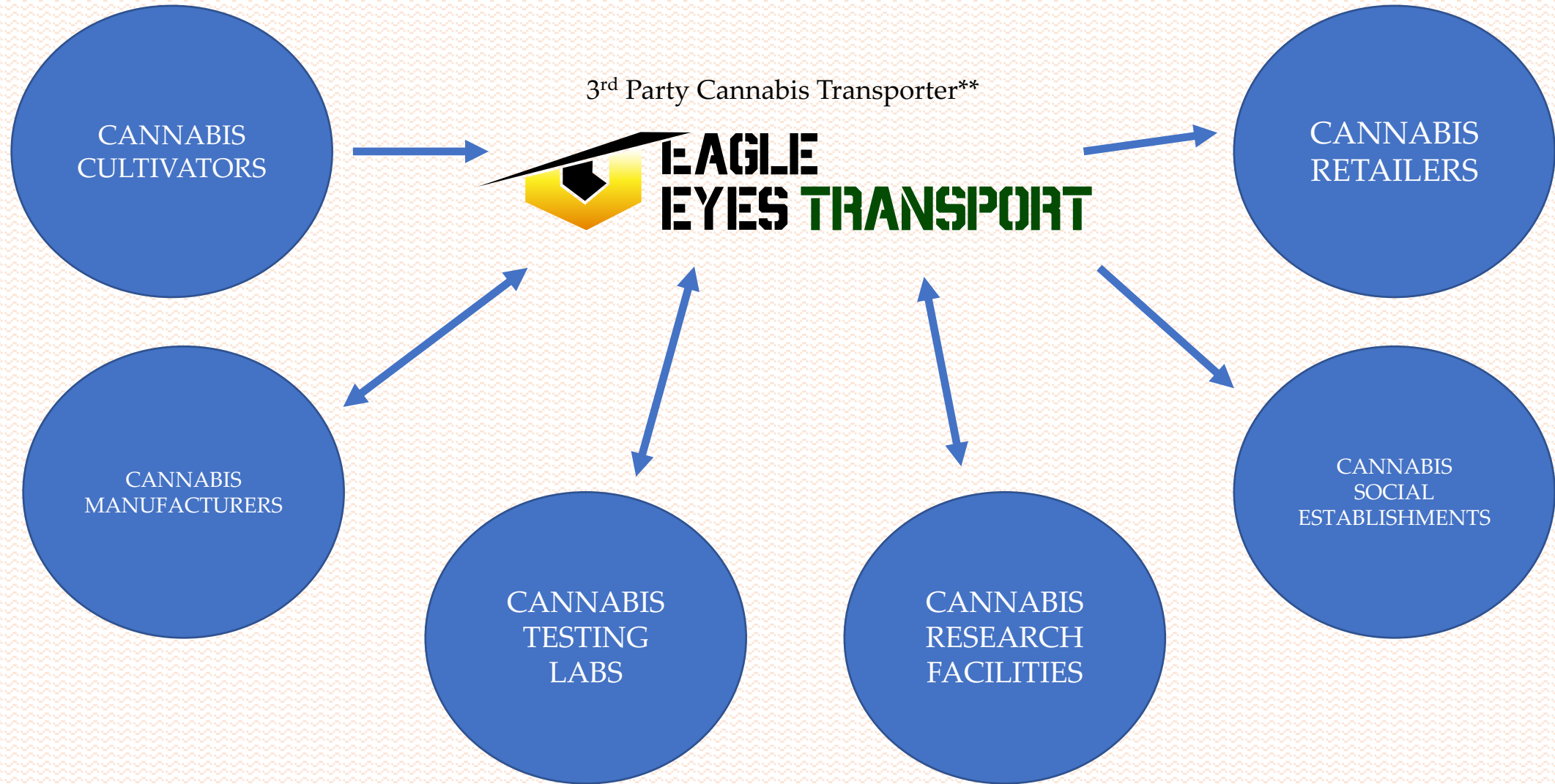
Edward W. Coyle, Jr., Chief  
Collections Bureau



Business to Business Supply Chain Specialists for the Massachusetts Cannabis Industry  
Providing Transportation and Wholesale Distribution, Temporary  
Storage, and Fulfillment Services

*Business Plan Summary*

# WHERE WE FIT INTO THE MARKET



*\*\*"Cannabis Transporter means an entity, not otherwise licensed by the Commission, that is licensed to possess cannabis or cannabis product solely for the purpose of transporting, temporary storage, sale and distribution to cannabis Establishments or MTC's, but not to consumers. cannabis Transporters may be an Existing Licensee Transporter or a Third Party Transporter" (935 CMR)*

# Why We Are Necessary

- Cannabis establishments are able to apply for a license to provide their own transportation services. However, due to a variety of factors from scale to the economics and unique logistics of transportation, our services will be essential for some cannabis establishments and valuable for others.
- For small to midscale operators, most are not planning to do their own transportation (many cannabis businesses at a recent tradeshow EET attended indicated this). For these operators, our services will be required by law and essential.
- For larger operators, our services are enticing as we help to reduce and mitigate their risk while allowing them to focus on their core operations. Consider the following:
  - Because two people must be in the transport vehicle at all time, plus one person monitoring from the home office, this requires a personnel expense of around \$200-250K per year to maintain a transportation division in a larger company
  - If these companies pull personnel from other areas of their operations to perform transport services, the efficiency and productivity of their operations falters
  - We handle all aspects of the logistics and can do it in many cases for less cost with greater insurance protection for their product and a staff specializing in transportation



# Services offered

- Freight style shipping (2-3 day) direct from cannabis establishment to cannabis establishment
- Same day (w/in 24hrs) shipping direct from cannabis establishment to cannabis establishment
- Extremely expedited (w/in 2-10hrs) shipping direct from cannabis establishment to cannabis establishment
- Keep a diverse inventory and catalog of cannabis and cannabis products to be fulfilled and/or sold at to cannabis establishment's on-demand
- Temporary storage services
- Provide dedicated sample testing transportation by partnering with an existing group of testing labs
- Provide advisory and/or management services for Delivery to Consumer companies

# Revenue Assumptions

- With the first 4 vans and a fully functional cannabis industry within 12 months, the goal is to bring in \$500,000 per year in gross income per van for a total of \$2M in annual revenue. This will require weekly revenue of approximately \$40,000.
- On the conservative side, we are projecting the cost of each delivery to be an average of \$100. The cost for our services will generally be borne by the cultivator or the manufacturer below them.
- These assumptions require EET to make 400 deliveries per week. With 4 vans running 6 days per week, these equates to each van needing to make about 17 deliveries per day, which is very achievable and leaves extra capacity for growth before expanding the fleet. Market research suggests that most retail stores receive frequent shipments in small quantities.
- There will certainly be demand for 400 deliveries per week in a fully operating market. By way of example, if there are 20 regular retail establishments that receive deliveries from us at least 3 times per week, and they receive shipments from an average of 5 cultivators/manufacturers, that brings in 300 deliveries. Adding in the need for cultivators/manufacturers to make lab testing, inter company transports, or other wholesale transactions, that should bring in another 100 deliveries per week
- Prices will be aligned to match demand while making sure that we meet our revenue goals. We only need charge \$200 per delivery to increase our profit or makeup for lower demand than projected, for example.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2021

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).

<b>PRODUCER</b> Lighthouse Insurance Agency, Ltd 540 Gallivan Blvd Ste 211  Dorchester MA 02124		<b>CONTACT NAME:</b> Meghan Tracy <b>PHONE (A/C, No, Ext):</b> (617) 464-3777 <b>FAX (A/C, No):</b> (617) 464-3888 <b>E-MAIL ADDRESS:</b> meghan.tracy@lighthouseins.net	
<b>INSURED</b> Eagle Eyes Transport Solutions LLC 5 ROBERT J. WAY  PLYMOUTH MA 02360		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Canopus <b>INSURER B:</b> Commerce Ins Co <b>INSURER C:</b> Pennsylvania Manufacturers Association Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2131243462**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:			77723036-03	02/07/2021	02/07/2022	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 \$	
							\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BJGDPW	09/03/2020	09/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						PIP-Basic \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WCMA00016750	10/08/2020	10/08/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
A	Motor Truck Cargo Property in Storage			77723036-03	02/07/2021	02/07/2022	Cannabis in transit \$300,000
			Cash in Transit \$100,000				
			Warehouse \$1,000,000				

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

Certificate is provided to Holder as proof of active coverage for above Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**Cannabis Control Commission  
101 Federal St. - 13th Floor

Boston

MA 02110

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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EAGLE EYES TRANSPORT, Inc.  
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Po Box 333, Provincetown, Ma 02657  
(508) 591-3537    [www.eagleeyestransport.com](http://www.eagleeyestransport.com)



## **Plan for 21+ only**

*A subsection of Eagle Eyes Transport, Inc.'s "Operating Procedures" Policy Document*

Eagle Eyes Transport is a full-service business to business transporter, and does not provide any consumer services of any kind. Therefore, EET will not be in a position to provide cannabis or cannabis products to anyone, let alone individuals who are less than 21 years of age.

Eagle Eyes Transport has established a policy that we will only hire employees with at least 6 years of driving experience while holding a valid driver's license. This policy is established primarily due to the fact that most of the jobs at EET are driving jobs that require experience on the road. This policy will cause all employees to be at least 21 years of age or older, so no employees less than 21 years of age will be employed or have access to cannabis or cannabis products.

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## **Quality Control & Testing**

*A subsection of Eagle Eyes Transport, Inc.'s "Operating Procedures" Policy Document*

Eagle Eyes Transport operations do not require a quality control and testing policy for cannabis and cannabis products, as the Marijuana Establishment cultivators and manufacturers we work with will maintain those standards and policies in accordance with CCC regulations.

Our established written operations policies and employee requirements ensure that our business to business services are of the highest quality and standards.





## **Record Keeping & Maintenance of Financial Records Policies**

*A subsection of Eagle Eyes Transport, Inc.'s "Operating Procedures" Policy Document*

RECORD COORDINATION OFFICER ("RCO") – The CEO, and the CEO's designee(s) will be assigned as RCO's. RCO's will be the only employees allowed to access records storage areas to file new records, access old records, or for any other valid purpose. The CEO will designate any employee(s) authorized to serve as RCO's in writing, and annually recertify the list of authorized RCO's in writing.

### **Record Keeping/Retention Policies**

1. All records will be maintained in accordance with 935 CMR 500.105(9) as outlined throughout the required written operating procedures documents.
2. Digital copies of all records will be created and securely stored.
3. All records will be kept locked and will be accessible only to appropriately qualified staff.
4. A log will be kept recording all records accessed. The log will include the date and time, the name(s) of the person accessing the records and the purpose(s) for the accessing of the records.
5. EET will hire and retain a qualified Certified Public Accountant (CPA) to maintain and keep current all required financial and/or tax filings in compliance with all laws.
6. All records shall be maintained in accordance with generally accepted accounting principles.
7. Records will be kept and stored according to the following tables. Any type of record not listed below will be stored for a minimum of 7 years.
8. All records will be available for inspection by the Cannabis Control Commission, upon request. Written and/or digital records that are required and are subject to inspection include, but are not limited to, all records listed in this policy document as well as all records required in any section of 935 CMR 500.000.
9. All of the records identified below will be collected, maintained, and stored with no exceptions.

### **TYPE OF RECORD**

### **TIME PERIOD TO RETAIN**

### **ACCOUNTING RECORDS**

Assets and Liabilities	7 years
Auditors' report/Annual financial statements	Permanently
Bank statements and deposit slips	7 years

Record Keeping & Maintenance of Financial Records Policies - Operational Procedures

*Property of Eagle Eyes Transport - Confidential - Do Not Distribute*



Cancelled checks:

• Fixed assets	Permanently
• Taxes (payroll related)	7 years
• Taxes (income)	Permanently
• General	7 years
• Payroll	7 years
Cash disbursements	Permanently
Cash receipts journal	Permanently
Chart of accounts	Permanently
Deeds, mortgages, bills of sale	Permanently
Electronic payment records	7 years
Employee expenses reports including salaries and wages paid to each	7 years
Employee, stipend paid to each board member, and any executive compensation	
Bonus, benefit, or item of value paid to any individual affiliated with EET or any	
Marijuana establishment, including members of any non-profit corporation if any	
Fixed Asset record (invoices, cancelled checks, Depreciation schedules)	Permanently
Freight bills and bills of lading	7 years
General journal	Permanently
General ledger	Permanently
Inventory listings and tags	7 years
Invoices: sales to customers/credit memos	7 years
Monetary transactions of any kind	7 years
Patent/trademark and related papers	Permanently
Payroll journal	7 years
Production and sales reports	7 years
Purchases	7 years
Purchase journal	Permanently
Purchase orders	7 years
Sales or work orders	7 years
Sales records including the quantity, form, and cost of marijuana products	7 years
Subsidiary ledgers (accounts receivable, accounts payable, equipment)	7 years
Time cards and daily time reports	7 years
Training manuals	Permanently

**CANNABIS CONTROL COMMISSION RECORDS**

Operating Procedures as required by 935 CMR 500.105(1)	7 years
Inventory Records as required by 935 CMR 500.105(8)	7 years
Seed to Sale Tracking Records as required by 935 CMR 500.105(8)	7 years
Waste Disposal Records as required by 935 CMR 500.105(12)	7 years
Closure of EET – ALL RECORDS	at least 2 years



### **EMPLOYEE BENEFIT PLAN RECORDS**

Actuarial reports	Permanently
Allocation and compliance testing	7 years
Brokerage/Trustee statements supporting investments	7 years
Financial statements	Permanently
General ledger and journals	Permanently
Information returns (Form 5500)	Permanently
Internal Revenue Service/Department of Labor Correspondence	Permanently
Participant communications related to distribution, termination and beneficiaries	7 years
Plan and trust agreements	Permanently

### **INSURANCE RECORDS**

Accident reports and settled claims	6 years <small>after settlement</small>
Fire inspection and safety reports	7 years
Insurance policies (still in effect)	Permanently
Insurance policies (expired)	7 years

### **LEGAL DOCUMENTS**

Articles of Incorporation and Bylaws	Permanently
Buy-sell agreements	Permanently
Contracts and leases (still in effect)	Permanently
Contracts and leases (expired)	7 years
Employment agreements	7 years
Legal correspondence	Permanently
Minutes	Permanently
Partnership agreements	Permanently
Stock certificates and ledgers	Permanently

### **PERSONNEL RECORDS (all dates from time of termination)**

All material submitted to Cannabis Control Commission	3 years
Documentation of verification of references	3 years
Job Description or contract at time of hire that includes duties, authority, responsibilities, qualifications, and supervision	3 years
Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual	3 years



indicating the date, time, and place he or she received the training and the topics discussed, including the name and title of the presenters

Documentation of periodic performance evaluations	3 years
Record of any disciplinary action(s) taken	3 years
Notice of completed responsible vendor and eight-hour related duty training	3 years
Child labor certificates and notices	3 years
Employment application (from date of termination)	3 years
Employment eligibility verification (I-9 Form)	3 years
All other forms completed by employee	3 years
Help wanted ads and job opening notices	2 years
Records of job injuries causing loss of work	5 years
Safety: chemical and toxic exposure records	30 years
Union agreements and individual employee contracts	3 years <sub>(from date of termination)</sub>

#### **TAX RECORDS**

IRS adjustments	Permanently
Payroll tax returns	7 years
Property basis records	Permanently
Sales and use tax returns	Permanently
Tax return and cancelled checks for tax payments	Permanently



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#### **TAX RECORDS**

IRS adjustments	Permanently
Payroll tax returns	7 years
Property basis records	Permanently
Sales and use tax returns	Permanently
Tax return and cancelled checks for tax payments	Permanently

## **Diversity Plan**

*A subsection of Eagle Eyes Transport, Inc.'s "Operating Procedures" Policy Document*

### **1. Diversity Mission Statement**

*Eagle Eyes Transport, Inc. strives to include, respect, and promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations; both in our workplace recruitment, hiring and advancement within the company, and in our dealings with customers and the communities we operate in.*

### **2. GOALS:**

- a. Increase the number of individuals falling into the "target demographics" (listed below in section 3-ii-2) working for EET, and provide the tools and training to ensure their success, by achieving the following diversity scores (see section 3-ii below):
  - i. Diversity score of at least 1.2 at 12 months from provisional licensure,
  - ii. Diversity score of at least 1.4 at 24 months from provisional licensure,
  - iii. Diversity score of at least 1.6 at 36 months from provisional licensure,
  - iv. Diversity score of at least 1.8 at 48 months from provisional licensure,
  - v. Diversity score of at least 2.0 at 60 months from provisional licensure;

b. Contract with businesses owned by individuals falling into the target demographics (see section 3-b below) by providing a discount off of the base cost of our regularly priced business to business transportation services for the first six months. The goals for this program shall be:

- i. At least 1 business participated within 12 months of provisional licensure
- ii. At least 2 businesses participated within 24 months of provisional licensure
- iii. At least 3 businesses participated within 36 months of provisional licensure
- iv. At least 4 businesses participated within 48 months of provisional licensure
- v. At least 5 businesses participated within 60 months of provisional licensure

3. Analysis and Measurement of Results-

a. INCREASE NUMBER OF INDIVIDUALS FROM "TARGET DEMOGRAPHICS"

WORKING FOR EET

- i. Every (12) months from the date of provisional licensure, EET will analyze our existing workforce through detailed questionnaires/surveys. Completion of said survey shall be a requirement of continued employment with the company.
- ii. Analysis of the workforce will use a "diversity score" system, which will assign a numerical value to each employee, solely in order to measure diversity in the company as a whole (the diversity score system will be

used only for measuring the diversity of the company as a whole and for no other purpose):

1. Each full-time employee will be assigned a numerical value and the total of all of these values will be added together and divided by the total number of employees to achieve a diversity score.
2. The “target demographics” promoted solely for the purposes of measuring the diversity score, will be persons that are:
  - a. Minorities
  - b. Women
  - c. People with disabilities
  - d. Veterans
  - e. People of all gender identities and sexual orientations
3. Employees will be scored as follows:
  - a. Non-target demographic= 1 point
  - b. Person representing one target demographic = 2 points
  - c. Person representing two target demographics = 3 points
  - d. Person representing three or more target demographics = 4 points
4. *Example of scoring calculation:*
  - a. *A very diverse staff of 10 that consisted of:*

- 3 white men (3 points)
- 3 white women (6 points)
- 2 non-white men (4 points)
- 1 non-white woman (3 points)
- 1 non-white gay woman (4 points)

*would yield a diversity score of 2, which is calculated as total number of points (20) divided by total number of employees (10)*

5. Every (12) months from the date of provisional licensure, if we find any disparity between our benchmark diversity goals stated above, we will seek to actively recruit from any minorities underrepresented in our company and/or if any deficiencies are found in achieving our goals, EET will attempt to actively identify any barriers to achieving a workforce that is diverse. Once those barriers are identified, we will make active efforts to overcome them within 90 days of making this assessment.

b. INCREASE NUMBER OF DIVERSE BUSINESSES

- i. EET will analyze the number of cannabis establishments served by this program annually.



1. EET will compare this analysis with the above stated goals and  
provide a report to the CCC outlining the details of the program.

4. Programs to Achieve Goals

- a. EET will implement the following programs to achieve the goal outlined in 2-a:
  - i. Host and attend job fairs with a focus on attracting individuals from the  
above listed demographics
    1. EET will host and/or attend job fairs at least once every 6 months  
from the date of provisional licensure;
  - ii. Advertise employment opportunities in diverse publications or other  
mediums;
  - iii. Advertise employment opportunities tailored to individuals from the  
above listed demographics with career centers;
  - iv. Distribute internal workplace memos that encourage current employees  
to recommend individuals from the above listed demographics;
  - v. Create a promotion process that employs equity principles for current  
employees;
  - vi. As allowed by law, direct and train Human Resource employees to use all  
hiring and screening tools available to build and retain a diverse and  
inclusive workforce;

- b. EET will implement the following programs to achieve the goal outlined in 2-b:
  - i. EET will provide a 5% discount off of the base cost of our regularly priced business to business transportation services for the first six months of EET contracted services provided to a Marijuana Establishment owned by a majority of individuals meeting the necessary criteria contained herein.
  - ii. Advertise the availability of discounted business to business transportation services for early stage businesses meeting the diversity criteria herein;
  - iii. Attend and promote this program at regional trade shows and other industry events
    - 1. EET will attend at least one regional trade show annually

5. Additional Commitments:

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

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- c. EET acknowledges that this plan will be reviewed annually by the CCC upon  
renewal of licensure.



# EMPLOYEE HANDBOOK

*Integrity*

*Respect*

*Accountability*

*A subsection of Eagle Eyes Transport's "Operating Procedures" Policy Document*

Updated: March 1, 2021



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### **Chapter 2 – General policies and procedures, compliance**

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Part 3 – Compliant Resolution

Part 4 – Safety

Part 5 – Communication

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Part 13 – Conflict of Interest

Part 14 – Confidential Information

Part 15 – Electronic Communications

Part 16 – Drug Free Workplace Policy & Certification

Part 17 – Whistleblower Policy

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### **CERTIFICATE OF AGREEMENT**



## Chapter 1 – About the Company

### PART 1 - Introduction

Eagle Eyes Transport is a full-service provider of 3<sup>rd</sup> party business to business transportation & distribution services for the Massachusetts cannabis industry, including product and cash transport. Using a modern fleet of discreet vans and advanced technology for compliance and tracking, Eagle Eyes Transport provides the most professional transportation and distribution services in the state.

**We believe a great company is made up of great people. We are committed to providing our employees with a safe work environment, a stable economic outlook, and the opportunities to achieve personal and professional fulfillment. We want you to be happy coming to work every day and to take pride in the important function the company provides for its clients.**

The objective of this Employee Handbook is to give you a thorough overview of policies, rules, and practices that will affect you as an employee of Eagle Eyes Transport. It is organized in sections covering such matters as employment topics, general policies, employee conduct, benefits, time away from the office, and compensation issues. Discussed in these policies will be Eagle Eyes Transport's expectations of you with respect to professional and appropriate conduct and performance. It is our primary objective to provide a working environment that is conducive to both personal and professional growth. By consolidating this information in this Handbook, Eagle Eyes Transport is encouraging consistent standards, expectations, and application of policies and practices across the organization. This Handbook describes many of your privileges and benefits as an Eagle Eyes Transport employee. You are required to fully read, understand, and comply with all provisions of the Handbook. If for any reason you do not understand any portion of this Handbook, you must bring any and all questions to a manager for clarification.

Employee Handbooks are not always designed to handle unanticipated or unforeseen circumstances or problems that a changing company may encounter. As Eagle Eyes Transport continues to grow and as laws change, the need to change or update the Handbook may arise. The policies and procedures described in this Handbook do not create any rights or obligations that differ from or exceed those created by law. Eagle Eyes Transport, reserves the right to change, modify, rescind, supplement, revise, or eliminate terms of the policies, rules, benefits and procedures summarized herein, at any time, with or without notice. If, however, Eagle Eyes Transport decides to exercise its right to change the employee Handbook, all employees will be given notice of the change(s) and the effective date of implementation. Eagle Eyes Transport retains the discretion to decide whether these policies and procedures apply to a specific situation, and how they should be



interpreted.

All employees are expected to be familiar with all aspects of this handbook, even if a certain chapter or section does not apply to their primary job function at EET.

While this Handbook describes many important aspects of your employment with Eagle Eyes Transport, it is not a promise or a contract of employment for any general or specific period of time. This Handbook does not alter the fact that employment by Eagle Eyes Transport is at will and may be terminated by you or by the company at any time, and for any reason, with or without cause or notice. This Handbook supersedes all prior Handbooks, policies, memorandums or other communication of policy modifications, and all prior notices should be destroyed promptly.

The Handbook was created to be a guide for Managers/Supervisors and Employees. We have tried to communicate our basic philosophy – the moral and ethical principles and ideals that guide our business actions. Every employee in every position is a representative of Eagle Eyes Transport, and your words and deeds should reflect the things we strive to accomplish as a business.





## WELCOME TO EAGLE EYES TRANSPORT

As the managers of Eagle Eyes Transport, we fully realize that our most valuable asset is you, our employees. To our current employees, this Handbook is intended to make your life easier and more pleasant. We cannot provide you with the support you need without us all "signing off on the same page." We encourage you to take the time and read the Handbook carefully. You will find the Handbook full of information that will make your work experience a positive and beneficial one. If you are a new employee, we welcome you to the Eagle Eyes Transport team.

Although your paycheck says Eagle Eyes Transport at the top, our customers really provide your paycheck. Every cannabis business we have the privilege of serving is a precious commodity that we must protect. Referral business will allow us to grow and prosper. We must provide exceptional service and attention to each customer or potential customer and let each one know that we TRULY appreciate their business. Always remember that our customers may in the future have many choices in cannabis transportation & distribution providers and we should always thank them for choosing us.

We appreciate you all for your dedication to our team here at Eagle Eyes Transport. Please accept our heartfelt thanks for all your hard work.

Sincerely,

*Raphael Richter*

Raphael W. Richter  
Co-founder, Co-CEO

*Katherine Rossmoore*

Katherine Rossmoore  
Co-founder, CCO

*Matthew Knox*

Matthew Knox  
Co-CEO

*Wendell Knox*

Wendell Knox Jr.  
COO



## Chapter 2 – General Policies and Procedures

### PART 1 – Compliance

- A. Eagle Eyes Transport will fully comply with all applicable state and federal laws relating to employment, including but not limited to medical, family or military leave; equal opportunity; safety; health; and laws that govern benefits and payroll. If you have any questions about a particular policy or its interpretation, please contact your immediate supervisor. Similarly, we expect our employees to comply with all laws applicable to their jobs and responsibilities. We also expect our employees to comply with Eagle Eyes Transport's policies as a condition of their continued employment.
- B. All employees of Eagle Eyes Transport are employed on an at-will basis. This means employees have the right to terminate their employment at any time, for any reason, and Eagle Eyes Transport can also terminate the employment at any time with or without cause and with or without notice. This Handbook does not constitute a contract between Eagle Eyes Transport and the employee. All policy statements, procedures, manuals or documents as well as statements by an employee or representative shall not in any way modify this at-will status.
- C. For every new employee, the Introductory Period of employment is an important stage for both you and Eagle Eyes Transport. During this time, you are able to learn about Eagle Eyes Transport, your job, and your new surroundings. The Introductory Period is the first ninety (90) days of your employment, with the start of the 90 day period beginning on your first full, non-introductory shift.  
During the Introductory Period, your manager will review your job performance, attendance, attitude, overall interest in your job, and other factors. Your manager will also evaluate your overall performance and make a decision concerning your continued employment. After you complete your Introductory Period, your manager will continue to review your overall job performance. Completion of the Introductory Period does not change your at-will employment status.  
If for any reason you are absent from work during your Introductory Period, it may be required that you submit a doctor's excuse to your manager. If, as a result of an illness or injury, you are absent from work for more than three days during your Introductory Period, Eagle Eyes Transport may choose to extend your Introductory Period as necessary to give you an opportunity to demonstrate your ability to perform your essential job functions. In addition, if after the first 90-days of employment and based on your performance, your manager feels that you need additional training or more time for development to meet performance expectations, the Introductory Period may be extended to accomplish that goal. In either case, the length of the extension will be at your manager's discretion.



- D. Upon being hired at Eagle Eyes Transport, all employees will become either a Regular Full-Time or a Regular Part-Time employee upon completion of the ninety (90) day introductory period. For the sole purpose of determining the allowance of certain benefits, employees are classified as:
- a. Regular Full-Time Employee -An employee who is scheduled to work an average of 30 or more hours per week on a regular and continuous basis. Regular full-time employees are eligible for the following benefits:
    - i. Paid Time Off (PTO)
    - ii. Sick Leave
    - iii. Jury Duty Leave
  - b. Regular Part-Time Employee -An employee who is scheduled to work less than an average of 30 hours per week. Regular Part-Time employees may be eligible for the following benefits on a prorated basis according to regularly scheduled hours worked:
    - i. Sick Leave
  - c. For payroll purposes employees will be classified as one of the following:
    - i. Exempt Employees - Certain employees such as executives and managers are paid on a salary basis for all hours worked. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds the normal workweek. No overtime pay will be paid to exempt employees.
    - ii. Non-Exempt Employees - All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for overtime.
- E. All new employees must complete and sign Section One of federal Form 1-9 at the time of hire. Eagle Eyes Transport will furnish new employees with this form. Employees are required to provide Eagle Eyes Transport with documentation of identity and employment eligibility on or before their first day of employment. Eagle Eyes Transport will only accept identity and employment eligibility documents as listed on Form I-9 that appear to be genuine (e.g. United States passport; birth certificate, etc.). Please note that employees who fail to present the required supporting documents will not be permitted to commence employment.



## PART 2 - Equal Employment Opportunity, Discrimination, And Sexual Harassment Policy

### A. INTRODUCTION

It is the policy of Eagle Eyes Transport (“EET”) to promote a professional and productive workplace in which all employees are treated with dignity and respect. Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. Discrimination (including harassment), whether based upon race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity or pregnancy, genetic information, active military status, or another basis prohibited under state or federal anti-discrimination statutes, will not be tolerated. To achieve our goal of providing a workplace free from discrimination, we have implemented the procedure described below to address any potential inappropriate conduct.

This Policy may apply to discrimination (including harassment) that occurs between co-employees that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside of the workplace, EET may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this Policy:

- i. whether the event at which the conduct occurred is linked to the workplace in any way, such as at an EET sponsored function;
- ii. whether the conduct occurred during work hours;
- iii. the severity of the alleged outside-of-work conduct;
- iv. the work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come into contact with one another on the job;
- v. whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

Because EET takes allegations of unlawful discrimination and harassment seriously, we will respond promptly to complaints and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.



Please note that while this Policy sets forth our goals of promoting a workplace that is free of discrimination and harassment, **the Policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the legal definitions of discrimination or harassment.**

## **B. Examples of Prohibited Discriminatory Behaviors**

It is not possible to list all the circumstances that may constitute discrimination in violation of this Policy. Discrimination may take many forms, including both verbal and nonverbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted in the first paragraph above: slurs or other derogatory comments; sharing demeaning pictures, cartoons, or jokes; demeaning gestures, behavior that indicates preferential treatment or adverse treatment of someone else based upon their membership in one of the groups protected by law, and; any conduct constituting sexual harassment.

## **C. Definition of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this:

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

[a] submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or, (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment. The victim or complainant as well as the harasser may be male



or female. The victim or complainant does not have to be of the opposite sex. The complainant does not have to be a person directly harassed, but may be someone affected by the offensive conduct.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences, and;
- Discussion of one's sexual activities.

All employees should take special note that, as stated below, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by EET.

#### **D. Complaints of Sexual Harassment**

If any of our employees believes that they have been subjected to sexual harassment, it is our Policy to provide the employee with the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting Raphael Richter at [raphael@eagleeyestransport.com](mailto:raphael@eagleeyestransport.com) or (774) 722-1422. If he is unavailable or if you prefer, you may file your complaint with Katherine Rossmore at [krossmoore@eagleeyestransport.com](mailto:krossmoore@eagleeyestransport.com) or (617) 688-1354. These persons are also available to discuss any concerns you may have and to provide information to you about this Policy and our complaint process.

#### **E. Sexual Harassment Investigation**



When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where appropriate we will also impose disciplinary action.

Given the sensitive nature of complaints of discrimination and/or harassment, all parties and witnesses in a complaint, as well as managers, supervisors, etc. who are aware of a complaint or investigation thereof, are strongly encouraged to maintain this information as confidential, so as not to negatively impact an investigation.

#### **F. Complaints Concerning Other Forms of Discrimination and/or Harassment**

Complaints alleging forms of discrimination and/or harassment, other than sexual harassment, will be processed in accordance with Sections D and E, above.

#### **G. Retaliation**

Any retaliation against an individual who has formally or informally complained about discrimination (including harassment), or has cooperated with an investigation of a discrimination complaint, is prohibited.

Retaliation can be overt or subtle. Retaliation may include, but is not limited to, treating a complainant or witness differently, more harshly or in a hostile manner; physical interference with movement such as blocking a path; derogatory comments or action which would tend to have a chilling effect on other complainants; sudden investigations of the complainant's private life, or; sudden strict enforcement of work rules. Retaliation in any form will not be tolerated.

#### **H. Disciplinary Action**

If it is determined that discrimination, harassment, retaliation, or other inappropriate conduct has been committed by one of our employees, EET will take such action as is appropriate under the circumstances. Such actions may include: counseling, informal or formal reprimands, written or verbal warnings, suspension,





reduction in pay, reduction in duties, transfers, and other formal sanctions, **up to and including termination.**

## **I. State and Federal Remedies**

In addition to the above, if you believe you have been subjected to unlawful discrimination and/or harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC – 300 days; MCAD – 300 days).

### **1. The United States Equal Employment Opportunity Commission**

John F. Kennedy Federal Building 475 Government Center  
Boston, MA 02203  
Phone: (800) 669-4000 TTY: (800) 669-6820

### **2. The Massachusetts Commission Against Discrimination**

<b>Boston Office</b>  One Ashburton Place Sixth Floor, Room 601 Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196	<b>Springfield Office</b>  436 Dwight Street Second Floor, Room 220 Springfield, MA 01103 (413) 739-2145
<b>Worcester Office</b>  Worcester City Hall 455 Main Street, Room 100 Worcester, MA 01608 (508) 799-8010 (508) 799-8490 – FAX	<b>New Bedford Office</b>  800 Purchase St., Rm 501 New Bedford, MA 02740 (508) 990-2390 (508) 990-4260 - FAX

## **J. Reasonable Accommodation**

Employees seeking reasonable accommodations may submit their request in writing to Raphael Richter, President/Owner at [raphael@eagleeyestransport.com](mailto:raphael@eagleeyestransport.com).

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. Eagle Eyes Transport will comply with all federal and state laws concerning the employment of persons with disabilities. Eagle Eyes Transport will not discriminate against qualified individuals with disabilities in regard to



application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Eagle Eyes Transport will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace—when such threat cannot be eliminated by reasonable accommodations—will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation. Management is responsible for implementing this policy, including resolution of reasonable accommodation, safety and undue hardship issues when brought to their attention.

As used in this policy, "Disability" means a physical or mental impairment that substantially limits one or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment. Major life activities include the following:

- In general—Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- Major bodily functions—A major life activity also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

In the event that an employee needs a reasonable accommodation to be made in order to perform their essential job functions, they are required to discuss their needs with management.



#### **K. Equal Employment Opportunity Statement**

**Eagle Eyes Transport will not discriminate in its employment practices, on the basis of race, color, gender, gender identity, national origin, religious creed, ancestry, age, sexual orientation, disability, maternity or pregnancy, genetic information, active military status, or another basis prohibited under state or federal anti-discrimination statutes. This shall include such areas as recruitment, selection/hiring, compensation and benefits, professional development and training, reasonable accommodation for disabilities or religious practices, promotion, transfer, termination, layoff, and other terms and conditions of employment.**

#### **PART 3 - Complaint Resolution**

- A. Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that an employee believes is detrimental to themselves or to Eagle Eyes Transport, the employee should bring the complaint to the attention of the appropriate parties by following the procedure as outlined below:
- First, discuss the problem with your manager. If, however, you do not believe a discussion with your manager is appropriate or you do not feel comfortable bringing the matter to their attention, you should contact the Chief Compliance Officer and/or the Chief Operations Officer.
  - In an effort to resolve the problem, the facts will be considered and a brief investigation may occur, in order to understand all perspectives of the problem. A response (written or verbal) to your complaint will be provided within thirty working days of filing the complaint.
  - If you are not satisfied with the decision and wish to pursue the problem or complaint further, you may prepare a written summary of your concerns and request the matter be reviewed by company ownership. After full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and further investigation, if necessary), you will normally be advised of their decision within thirty working days.



The decision made by Ownership shall be final.

- B. Eagle Eyes Transport does not tolerate any form of retaliation against employees. The procedure should not be construed, however, as preventing, limiting, or delaying Eagle Eyes Transport from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where Eagle Eyes Transport management deems disciplinary action is appropriate.

- C. **Disciplinary Action**

In the event that the investigation reveals that sexual harassment, discrimination, or other inappropriate or unprofessional conduct (even if not unlawful) has occurred, further action will be taken, including disciplinary action, such as but not limited to reprimand, change in work assignment, loss of privileges, mandatory training or suspension and/or immediate termination, and such other possible actions described in the Employee Handbook. In addition, if during the process of investigating a complaint, the complainant is found to have fabricated, exaggerated, misrepresented or falsified facts of the complaint or circumstances which led to the complaint, disciplinary action can be taken against the complainant for filing a false grievance.

- D. **Confidentiality**

All actions taken to investigate and resolve complaints through this procedure shall be conducted with as much privacy, discretion and confidentiality as possible without compromising the thoroughness and fairness of the investigation. All persons involved are expected to treat the situation with respect. To conduct a thorough investigation, the Investigator(s) may discuss the complaint with witnesses and those persons involved in or affected by the complaint, and those persons necessary to assist in the investigation or to implement appropriate disciplinary actions.

- E. **Investigations**

Investigations will be handled by senior management or ownership. The senior operations manager and ownership is charged with investigating complaints of sexual harassment and discriminatory issues for Eagle Eyes Transport, and may be contacted to initiate an investigation. Eagle Eyes Transport will reserve the right to retain the services of an outside investigator, if necessary. This policy and the complaint process outlined in this Handbook does not preclude the filing of a charge with the Equal



Employment Opportunity Commission or any other state or federal agency.

#### F. Dispute Resolution

Eagle Eyes Transport recognizes that there may be a circumstance wherein an employee is simply not satisfied with the final resolution of his or her problem. To promote the just, speedy and inexpensive resolution of any unresolved legal dispute between Eagle Eyes Transport and an employee, any dispute of a legal nature (i.e., a dispute arising under federal, state or local law) will be submitted to mediation before any party may instigate a lawsuit, or an arbitration proceeding. The parties will agree on a mutually acceptable neutral third party mediator. In the event the parties cannot agree on a mediator, the parties will seek judicial assistance for the appointment of a neutral mediator.

In addition to the above, employees who believe that they may have been subjected to sexual harassment or unlawful discrimination, may file a formal complaint with the local office of the EEOC or the Massachusetts Commission Against Discrimination.

It should be understood that using Eagle Eyes Transport's complaint process does not prohibit an employee from filing a complaint with any agency, nor does this preclude the filing of a charge with any federal agency.

## PART 4 - Safety

- A. SAFETY is the most important concern for all employees. In all decisions and actions, the safety of yourself, our customers, and the public at large should come above all other concerns.
- B. All employees agree to comply with all local, state, and federal laws at all times. Eagle Eyes Transport is a drug and smoke free workplace.
- C. All drivers agree to comply with all rules and laws of the road at all times and to comply with all MA Registry of Motor Vehicles (RMV) and Cannabis Control Commission (CCC) regulations where applicable.
- D. All employees are responsible for maintaining an active & valid drivers license, with appropriate endorsements where applicable, issued by a US state or territory. Employees understand that they must always carry a physical drivers license with them at all times while operating a company vehicle. Drivers will furnish the company with copies of the front and back of their license when hired and whenever any info is changed or updated.



- E. All employees must have at least 6 years of driving experience with a valid license, and have completed any appropriate training.
- F. Employees grant permission to Eagle Eyes Transport to run any background checks, CORI and SORI searches, and RMV record searches on any employee at any time the employee is active with the company. The company will keep all of this information confidential & private in accordance with the law.
- G. Drivers are required to notify the company whenever there is a change to their health that could affect their ability to safely operate a commercial motor vehicle.
- H. Employees must report to work and be fit for duty at all times. Employees are expected to be rested and alert, and to remain free of distraction at all times while operating a company vehicle.
  - a. Employees are not to use cannabis products and/or alcohol within the 8 hours proceeding driving, and if taking legal medications, must still be able to perform their duties in a safe manner. Employees may never use illegal drugs whether on or off duty at any time. Any employee taking legal medications that may hinder performance must report such use to their manager, and a doctor's note may be required stating that it is safe for the employee to operate a commercial motor vehicle.
- I. Drivers should operate vehicles "defensively" and be constantly alert to changing road and traffic conditions. All efforts should be made to predict and prevent accidents from occurring, even ones that may be the fault of another party. Drivers must always follow the vehicle in front of them at a safe distance. Tailgating, speeding, aggressive driving, failure to signal, and other moving violations will not be tolerated and can result in immediate termination.
- J. Driver use of handheld communication devices (including but not limited to any cell phone, smartphone, tablet, or electronic device that has the potential to distract a driver) for personal reasons while the vehicle is in motion and/or there is anyone in the vehicle is not allowed. While the vehicle is in motion or anyone is in the vehicle:
  - a. Handheld communication devices may only be used with the use of hands-free technology (if using wired headphones, only "ear-bud" style headphones may be used in one ear). Use of the CB style radio is preferred for all dispatch communication in accordance with the radio etiquette policy in this Handbook.
  - b. Communication with dispatchers or managers regarding company business is the only kind of communication allowed.
  - c. If using mapping or other essential features, the device must set it up before departure so that the driver does not need to touch the device while in motion. If adjustments to the device are necessary, the driver must pull over in a safe manner and an appropriate safe location to make those adjustments.
- K. Text messaging and/or use of the keyboard on a phone/handheld communication device is NEVER allowed while driving an EET motor vehicle. Violation of this rule can result in immediate termination.



- L. Employees should be aware that negative personal and driving conduct outside of work has the potential to negatively affect their employment status with the company. Employees must report any moving violation of any kind received while operating ANY motor vehicle to company management within 24 hours. If the moving violation occurs in a company vehicle the report must be made immediately without any delay. Additionally, employees must report any local, state, or federal criminal or civil charges filed against them to company management within 48 hours.
- M. EET does not allow fighting, threatening words or conduct, loud or abusive language, or any other actions that could harm a customer, fellow employee, or member of the public, regardless of where such words or actions occur.
- N. EET prohibits employees and all other persons (other than law enforcement and authorized security personnel) from bringing firearms, ammunition, explosives, or other weapons of any kind onto EET occupied property and/or vehicles. This policy applies regardless of whether the employee is entitled to carry a concealed or non-concealed weapon by the law. Any violation of this policy may subject an employee to disciplinary action up to and including immediate termination.
  - a. The exception to this rule is in instances, on a case by case basis subject to written manager approval, where EET is transporting cash to a financial institution or DOR facility for a client.
  - b. Exceptions to this rule may never be provided at Eagle Eyes Transport Base Facility or in any location or instance where EET is possessing cannabis or cannabis products.

#### PART 5- Communication

Excellent communication between all employees performing any job function for EET, especially between drivers and dispatchers, is of the utmost importance. Employees are expected to communicate thoroughly in all situations, always verifying that information is correct.

In addition to these tools, employees always have their personal smart phone, as required, as a backup form of communication. As with all operational matters, SAFETY should always be the top priority of all employees. Employees should remember that all technology runs into glitches and problems and that this is normal. Tablets, dispatch software, and digital radios do not work perfectly all of the time, and on some days one or all of them works very poorly due to weather conditions or unforeseen problems outside of our control. This is why there are several forms of communication available to employees, and all employees should feel comfortable using all forms of communication.

- A. The “CB-style” Motorola digital radio (“digital radio”) supplied in company vehicles should be the primary verbal communication method between drivers and dispatchers, but is not appropriate for use in all situations and these guidelines should be followed.





- B. The digital radio should be on at all times while employee is in a company vehicle. Unless interfering with safety, the digital radio should be kept at a volume where it can be heard at all times.
- C. When initiating a call on the digital radio, the button should be depressed and the beep sounded, followed by a one-second pause, and then state clearly and in normal speaking volume 6 inches from the microphone “vehicle number to dispatch” (i.e. “103 to dispatch” or “dispatch to 105”).
- D. Digital radio communication should be kept concise and to the point. Plan what you are going to say or need to convey before initiating a digital radio call. Always repeat the communication back to confirm accuracy. Drivers should always keep dispatchers informed of changes to their status, especially unexpected changes.
- E. Employees must always be professional on the radio at all times. Swearing, vulgar, or otherwise inappropriate communication will not be tolerated.
- F. Whenever outside of the facility transporting cannabis or cash, drivers must always report to dispatch every 30 minutes via the ZippyKind app, with the CB radio as immediate backup (or a phone call if CB radio is out of range) to confirm their status is normal.
- G. Always turn your radio down or off when you are out of the vehicle so that it cannot be heard or misused by anyone.

## PART 6 - Incident Procedures

- A. If any type of motor vehicle accident occurs, the employee’s first priority should be the safety of themselves and the public at large. If possible, clear the vehicle from any active roadway and make sure everyone is safe. If anyone appears injured or there is the slightest chance anyone is injured, call 911 immediately. Once the situation is secure & safe and emergency services have been called, you should then inform the dispatcher immediately, and make sure the dispatcher informs management by confirming this with them. If it is after hours, employee should immediately call a company manager, or a supervisor if a manager cannot be reached by telephone call, to report the incident.
  - a. Employee should always pull over immediately if there is any chance there has been any type of accident, regardless of who may appear to be at fault. Employees may never leave the scene of an accident until it is properly handled.
- B. Stay calm and collected. Accidents and incidents should be avoided at all costs obviously, but when they do happen it is important to react professionally. Engage all other involved parties, responding safety personnel, and the public at large respectfully and calmly at all times during these stressful times.
- C. NEVER admit fault for an accident to any party and do not talk to the press for any reason. Immediately refer any media requests to EET management.
- D. If you are uninjured and able to safely do so, you should do the following at any accident scene:



- a. Take pictures! Take close up pictures of all vehicles and property involved, as well as far away scene shots.
  - b. Write down any notes about the incident so that you don't forget them.
  - c. Collect and take a pictures of any other involved vehicle operator's driver's license, and any other involved vehicles registration and insurance (outside of MA most drivers have a separate insurance card and registration document)
  - d. Collect names and contact info of any witnesses including passengers in any vehicle.
  - e. Collect from any responding police officer their name, badge number/other identifying information, contact information, and any assigned case number for the incident.
  - f. Provide all requested similar information to other vehicle operators involved in the accident.
- E. For all accidents of any kind, a MA uniform accident report form must be completed (<http://www.massrmv.com/Portals/30/docs/21278.pdf>) and submitted to company management within 24 hours of the incident, or as soon as possible if circumstances require more time.
- F. Accidents that cause any type of injury in which a person was taken from the scene by ambulance, in which a vehicle is towed from the scene, or in which more than \$1000 in property damage occurred will be subject to a post-incident drug and alcohol screening. This test will be administered within 8 hours of the incident at the company's approved testing location.

## PART 7 – Company Vehicles & Other Equipment

- A. Employees agree to treat all company equipment as if it were their own. Company vehicles are literally the lifeblood of the company and all employees share in making sure that company vehicles are treated with exceptional care and attention to detail.
- B. CLEANLINESS:
- a. Employees understand that the condition of our vehicles are one of the most important factors by which the company is judged in the eyes of our customers and regulators.
  - b. Employees must always keep the interior of all company vehicles and equipment they are responsible for neat and clean AT ALL TIMES. Trash must be discarded at the earliest possible opportunity, and the vehicle should always be checked after each person exits to make sure it is clean and ready for the next shift.
  - c. Employees should always take the time to clean the interior of the vehicle thoroughly, including vacuuming and window washing if necessary, when they complete using the vehicle for any reason, regardless of the length of use or the condition of the vehicle when the employee received it. If an employee receives a vehicle they believe to be in unacceptable condition, they will immediately inform management. Employees should plan this time into the scheduled end



of their shift or workday, in collaboration with the needs of the dispatcher and/or management.

- d. Eating messy, sloppy, crumb-producing, smelly, and/or otherwise unclean food in company vehicles is discouraged.
- e. Extreme care should be taken while drinking any beverages in a company vehicle.
- C. PETS / ANIMALS are not allowed in company vehicles. Employees are never to bring a personal pet or animal into a company vehicle.
- D. FUEL & OTHER VEHICLE EXPENSES
  - a. The company pays for all normal company related fuel and vehicle expenses.
  - b. Employees must always make sure to leave the fuel tank of any company vehicle they use with at least 7/8th's of a tank of fuel when they have finished using the vehicle.
  - c. Plan for and attempt to avoid fueling with cannabis products or cash in the vehicle, and always make sure the engine is off while fueling.
  - d. Employees should always use the gas account card/app they are provided upon being hired for all fueling purposes.
  - e. Employees are authorized to make small cash purchases of the following supplies, with the goal of spending as little as possible and to always avoid scented products when possible:
    - i. Basic cleaning supplies
    - ii. Paper towels
    - iii. Vacuum expenses
    - iv. Sanitizing wipes
    - v. Instant hand sanitizer
    - vi. Essential fluids such as oil, windshield washer fluid etc (remember that employees must ALWAYS ask when doing anything mechanical to a vehicle, such as adding oil)
    - vii. Other manager approved expenses
- Employees are encouraged to keep cleaning supplies with them to be used in all vehicles they operate, as long as these supplies are used exclusively for company vehicles and are not wasted.
- f. In the event an employee needs to purchase fuel, or other approved supplies such as cleaning supplies, fluids etc. for any company vehicle and they cannot use a company card or account, the employee may use cash or a personal credit card. A receipt MUST be obtained and submitted for reimbursement. Employees will not be repaid for company expenses paid for by employee in cash or on employee's personal credit card without a receipt.
- E. Use of electronic communication devices of any kind supplied by the company to an employee are to be used for company purposes only. Any use of company equipment for personal reasons is never acceptable.



- F. Employees will always operate company vehicles in a gentle manner. Employee understands that operating company vehicles in a rough fashion (i.e. stomping on the gas pedal, excessive braking, speeding, fast cornering) is unacceptable, and employees agree to not abuse company equipment by engaging in any of this type of driving.
- G. In an effort to be kind to the environment and save fuel costs, employees will always turn off the engine whenever they are out of the vehicle, or expect to be or have been stopped for more than 5 minutes. This does not apply when air conditioning or heating functions need to be kept running.
- H. Vehicle Maintenance issues
  - a. Employees may be expected to be able to perform basic mechanical duties such as checking fluid levels or changing a flat tire; maintenance performed on the side of the road must only be performed when safe. Employees should check the condition of any vehicle before using and should check fluid levels, particularly oil levels, whenever they fuel a vehicle up. These simple tasks can help detect emerging and critical problems before they cause serious damage.
  - b. Employees are NEVER to perform any type of vehicle maintenance without manager approval, including simple tasks. If a fluid level is low or there is another concern, employees should NOT remedy the situation without managerial approval first (i.e. if a vehicle is found to be low on oil, the employee should contact management for guidance immediately before adding oil or using the vehicle at all.)
  - c. Employees will be held responsible for any damages resulting from unauthorized maintenance or from negligence.
- I. Employees must always inspect the vehicle for any defects before using it, and complete the vehicle inspection log daily on the “Fleetio” mobile app. Failure to inspect properly is not only unacceptable but could also result in drivers being held accountable for damages they did not cause. If there is a safety or other problem with the vehicle, employees should do the following:
  - a. All issues of any kind should be reported to dispatch (the Transport Supervisor “TS”) and a description of the problem emailed to management as soon as feasibly possible.
  - b. TA’s must always test all GPS monitoring systems, panic and alarm systems, communication devices, and any other critical components prior to departing base. If any critical system is not functioning as it should, driver must consult with management prior to using the vehicle.
  - c. Where the issue may pertain to safety or may cause further damage to the vehicle, employees should call a manager or supervisor to determine if the vehicle can remain in service or needs to be put out of service. When in doubt, do not operate the vehicle.



- d. When the issue is cosmetic, non-safety related, and/or will not cause further damage to the vehicle, the vehicle may be kept in service and a time will be scheduled to repair the defect.
- e. Managers shall ensure that a written maintenance work order is added to the vehicle file for all work performed on a company vehicle.

#### PART 8 – General

- A. Employees agree to abide by any other company policy not mentioned in this agreement, whether written or verbally indicated to them. Employee understands that failure to comply with any of the rules, regulations, and expectations contained herein may result in immediate disciplinary action, up to including suspension or termination.
- B. All employees must have read and be fully understanding and aware of all regulations and rules pertaining to cannabis transport, including but not limited to the MA state law St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; and 935 CMR 500.000 Adult Use of Marijuana.
- C. EET is not liable for any federal law enforcement action brought against any employee as a result of their duties and/or employment with EET, as cannabis and cannabis products of any kind are illegal under federal law and scheduled as a Class I drug. Employees work for EET under their own risk as it relates to the federally illegal status of cannabis, and EET is not responsible for any legal or any other costs and/or damages arising from any federal law enforcement action against EET and/or any of its associates and/or employees.
- D. Employees understand that they must be available for unplanned extensions to their shifts that are related to compliance requirements that must be fulfilled. Such extensions may be lengthy and inconvenient in nature, and all efforts will be made to avoid such unplanned shift extensions, but they will occur from time to time.
- E. All employees consent to electronic GPS monitoring and video monitoring/recording while operating company equipment, when on company time, and/or when on company property.
- F. All employees must possess a functional and active modern personal SMART phone at all times, both on and off duty, while working as an employee for EET. Employees agree to be reachable by EET management and dispatchers for the 24 hours prior to any regularly scheduled shift in order to be available for any important messages etc. Employee agrees to return phone calls or messages from EET employees, including text messages, in a timely fashion within the 24-hour window. Employee is responsible for making sure their smart phone is charged adequately for an entire shift including potential overtime, and must have a functional 12V car charger/charging cable and/or



auxiliary battery. Employees must always have a hands-free talking option available, such as a Bluetooth device (preferred) or earbud style headphones, and the hands free device must always be on them at all times while on duty even if they don't plan to talk on the phone. Employees are fully responsible for all costs associated with their personal smart phone, including any replacement costs. Employees are expected to promptly repair a non-functional personal smart phone as soon as possible. It is preferred that all employees have an Apple iPhone or Samsung Galaxy.

- G. All employees are responsible for making sure that the email address and phone number contained in their When I Work employee account is up to date at all times. When I Work is a scheduling and time keeping app, and it is used to send text and email messages to all staff about important company-wide policies and matters of concern, and it is the employee's sole responsibility to make sure this information is always up to date so they receive official notices. If an employee needs assistance or a test to make sure this is working properly, please let a manager know and they will help.
- H. Employees will always wear the proper identification badge (ME Agent Card) at all times while working or performing company duties.
- I. Managers, or supervisors when a manager is unavailable, in consultation with company ownership, are the only ones that can cancel service due to inclement weather or other unforeseen circumstances. Employees are not authorized to cancel service for any reason.
- J. Unless specified otherwise in writing, all employees are hired and employed with the understanding that each work day will vary in duration and start time. Overtime hours beyond 40hrs per week, if required for operational reasons, may be required of any and all employees.
- K. Full time employees may not perform any outside work or take any employment outside of EET if it interferes in any way with the Employee's availability to work for EET. Employee's should inform management of any outside work or employment they plan to take on, and ensure that written management approval is received.
- L. Employees and/or marijuana establishment agents that engage in any of the following prohibited activities shall be immediately terminated:
  - a. Diversion of marijuana, which will also be reported to law enforcement officials and the CCC;
  - b. Engaging in unsafe practices with regard to the operation of EET, which will also be reported to the CCC; or
  - c. Has been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a



minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

#### M. EMPLOYEE SECURITY POLICIES

- a. Employee safety is of the utmost importance. While every effort is made to have measures in place to keep employees personally safe and safe from crime, it is possible for employees to be targets in the performance of a crime by a perpetrator. Therefore, employees should carefully follow all company policies and procedures and always remain situationally aware and focused while on duty.
- b. Employees should ensure that all safety, communication, and security systems are functioning completely, including all backup systems.
- c. Employees must be diligent in locking all doors and compartments and activating all alarms and safety/security features in vehicles and at any EET facility.
- d. Employees must not allow their personal communication devices to emit location information of any kind not related to EET specific applications while on duty and/or commuting to or from work.
- e. Subject to manager approval, employees may carry legal pepper spray and self-defense products so long as the employee is fully licensed to carry those products in Massachusetts and provides written proof of that authority granted to the employee to be added to the employee's personnel file.
- f. In the event of a robbery or other similar event, employees should not resist in any way and should fulfill the demands of the perpetrators in order to minimize any human injury or casualty of any kind. Legal self-defense products should only be used as a last resort when the employee feels a definite and immediate threat to their or another person(s) physical safety.

#### N. FACILITY SECURITY & RULES

- a. Employees will be granted access only to areas of the facility that their job requires them to access. Employees may not access areas of the facility they are not approved to access without managerial approval.
- b. Employees who are expected to open and close the facility each day will be granted unique codes to the alarm system. Visitors or anyone wishing to enter the facility must be buzzed in by the supervisor on duty.
- c. All employees are to ensure that all exterior doors and windows are locked whenever they are the last one to leave the facility, and that the alarm is armed and active.





- d. Employees are expected to treat the facility in a professional manner and keep it clean and tidy at all times.
- e. Employees are not allowed to bring or invite non-employees to the facility without management approval.
- f. Employees are not allowed to smoke or vape in the facility.
- g. Employees are not allowed to borrow or use any tools or equipment in the facility for personal reasons.
- h. Employees are expected to make sure to conserve energy and heat.

**O. COMPANY COMPUTERS & COMPANY LOGINS**

All employees must be mindful to keep company data of all kinds secure and confidential. For employees that utilize company computers and/or login online to any company account are expected to follow these rules:

- a. Never give your login information to anyone else, including other people in the company (except as legally required by the CEO of EET only).
- b. Always use your correct assigned login.
- c. Change all passwords at least every 2 months, or more frequently as warranted.
- d. Use different passwords for all accounts.
- e. Do not write passwords down in an area where they are accessible to anyone but yourself at any time. It is highly preferred that employees use a digital password manager.
- f. Do not store passwords on company computers and always be sure to log off every time you are finished using a company computer.
- g. If an employee has a dedicated company computer that only they use then it must be password protected and in that case they may store passwords, but still must change them every 2 months.

**P. RIGHT TO ACCESS COMPANY DATA**

- a. Employees will deal with a variety of company data in the course of their work at EET. Employees are expected to only access company data when needed, and even if the ability exists to do so, employees are not allowed to access data that is outside of their work purview or otherwise view or use data that they are not supposed to access. If an employee has any question about whether or not they are allowed to access certain company data, they should ask a manager.

**Q.** All employees should be aware that there is a zero-tolerance policy at all levels of the company for dishonesty, theft, and/or unethical behavior.

**R.** All employees may be called upon from time to time to perform duties that they are not usually assigned to do and outside of their normal job description, so long as the



employee is properly qualified and trained to do so. Employees are expected to be willing to drive anywhere in Massachusetts as part of their employment with EET.

- S. All employees are expected to report violations by another employee of any aspect of this handbook (and/or other company rule or law) to management promptly. Confidentiality will be maintained whenever possible and appropriate. Employees who knowingly withhold such information on other employee's detrimental behavior could be held accountable themselves by not reporting the matter to management. Pursuant to the EET whistleblower protection policy contained herein, no employee will be retaliated against in any way as a result of reporting violations of our policies or the laws and regulations the company operates under.

T. PERSONNEL FILES

- a. EET maintains a virtual personnel file on each employee. These files contain documentation regarding all aspects of the employee's tenure with EET, including but not limited to documents such as performance appraisals, disciplinary warning notices, letters of commendation, changes of personal information, etc. An employee may review their personnel file on an annual basis. If an employee is interested in reviewing their personnel file, you should contact management to schedule an appointment.
- b. It is an employee's right to request a copy of any document in their personnel file which they have signed; however, if an employee's signature does not appear on a document in their personnel file, they will not be permitted a copy of that document, as those documents are deemed to be the property of EET. This would include any disciplinary documentation that an employee has refused to sign.
- c. Personnel files may be reviewed by the employee, the employee's manager, or Ownership. All files must be reviewed within the confines of the facility at Robert J Way with management present – no personnel files will leave the office area, except at the request of senior management.
- d. To ensure that the personnel file is up-to-date at all times, notify management of any changes in your name, home address, marital status, number of dependents, scholastic achievements, individuals to notify in case of an emergency, and so forth. It is the employee's responsibility to keep the personal information in their personnel file current at all times.

U. PERFORMANCE REVIEWS AND EVALUATIONS



- a. To ensure that each employee performs their job to the best of their ability, it is important that they be recognized for good performance and that they receive appropriate suggestions for improvement when necessary. All employee's performance will be reviewed on the following schedule:
  - All new employees will have a review completed that assesses their first 90-days with the company. This review should be written and can be a very brief summary of the employee's strengths, as well as any suggestions for improvement that may have been observed by supervisors. This evaluation will be conducted after the employee has been at EET for approximately 90-days and the review will be made a part of the employee's personnel file. The COO shall handle this process.
  - All employees who have been with the company for one full year should receive a formal written performance appraisal that will be made a part of their personnel file. This performance review will usually occur on or around the employee's anniversary date or at a date agreed upon with their manager during the last performance review.
- b. All employees should receive a written evaluation of their performance at least once annually, which is generally conducted around the employee's anniversary date. Some managers may choose to evaluate more frequently, which is their prerogative to do so. However, those on-going evaluations may or may not be written. If, however, the manager provides a written evaluation, the employee is requested to sign it and be given a copy. The original will become a part of the employee's personnel file.
- c. A performance review/evaluation is not a contract or a commitment to provide a salary or other form of compensation adjustment, a promotion, a bonus, or even continued employment. Performance evaluations will be based on your overall performance in relation to your job responsibilities, the quality of your work, and meeting goals established by management. They will also take into account your conduct, demeanor (attitude), appropriate interaction with co-workers, clients and/or patients, and records of attendance and tardiness.
- d. All employees also will be expected and required to take an annual diversity and positive impact survey in order for EET to comply with Commission regulations.

## PART 9 – Personal Appearance and Hygiene

Eagle Eyes Transport's professional atmosphere is maintained, in part, by the image we present to our customers. We expect all employees to present a neat, well-groomed appearance, and a courteous disposition. These qualities go further than



any other factors in making a favorable impression on the public and your co-workers.

- A. All employees should avoid extremes in attire. Flashy, provocative, skimpy, or revealing outfits and other non-business like clothing are unacceptable. Employees should dress in a business-like manner. It is the discretion of your manager and/or the owner to determine if your attire is appropriate, and to determine if any disciplinary action should be taken.
- B. Employees are required to wear attire when supplied by the company. Clothing should be clean and without holes, and/or stains.
- C. Employees must wear closed toe shoes or supportive sandals while on duty. "Flip Flop" style shoes or other non-supportive shoes are prohibited. Safety, and not cosmetic appearance, will be the determining factor in deciding whether a certain set of shoes are acceptable.
- D. Employees are encouraged to keep a spare change of clothes with them at all times while on duty.
- E. Good personal hygiene and a clean appearance are required at all times, and particularly when you are in contact with customers.
- F. Employees are expected to observe our Personal Appearance Policy at all times while at work. Employees who report to work in unacceptable attire or appearance may be requested to leave work and return in acceptable attire or appearance, and are subject to other disciplinary action up to and including termination.
- G. Eagle Eyes Transport has no desire to become involved with issues as discretionary as personal hygiene. However, there are occasions and situations when Eagle Eyes Transport management has no choice but to communicate the need for special attention to focus on one's personal hygiene. It is important that all employees respect the sensitivity of others by maintaining good habits of bodily cleanliness. Daily use of appropriate products such as shampoo, soap, deodorant, toothpaste, mouthwash, etc., help make employee interactions a more pleasant experience.
- H. Eagle Eyes Transport discourages the wearing of strong colognes and strong perfumes that may be irritating to the respiratory ailments of others. Employees should always take care to wear clean clothing. Employees who do not maintain a clean personal appearance will be counseled, and may be required to make the necessary changes to conform to this policy. It is understood that many times there may be medical conditions that cause or result in problematic hygienic concerns. If an employee suffers from such a condition, they should confidentially inform their manager, in order to discuss feasible and appropriate reasonable accommodations that could be made.



## PART 10 – Social Media Policy

- A. At Eagle Eyes Transport (“EET”), we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.
- B. This policy applies to all employees and contractors who work for EET, or one of its subsidiary companies.
- C. Guidelines - In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not employed or affiliated with EET, as well as any other form of electronic communication. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of EET or EET’s legitimate business interests may result in disciplinary action up to and including termination.
- D. Know and follow the rules - Carefully read these guidelines and the EET Discrimination & Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
- E. **NO EMPLOYEE SHALL EVER POST ANY INFORMATION REGARDING EET, EET OPERATIONS, EET EMPLOYEES, EET CUSTOMERS, OR ANY OTHER EET BUSINESS OF ANY KIND WHATSOEVER. Essentially, EET or any direct or indirect reference to EET by any employee is forbidden on social media. Do not include EET as your employer on social media or make any reference to EET being your employer. WHEN IN DOUBT, DO NOT POST. There is a zero tolerance policy for violation of this rule.**
  - i. With written approval from management, an employee may post regarding EET on social media platforms for valid business functions. An example would include Linkdin networking.
- F. Using social media at work – No EET employee may ever use social media for personal reasons while on duty. Additionally, do not use EET email addresses to register on social networks, blogs or other online tools utilized for personal use.
- G. Retaliation is prohibited - EET prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation



from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

- H. Media contacts - Employees should not speak to the media on EET behalf without contacting EET management. All media inquiries should be directed to EET management.
- I. For more information - If you have questions or need further guidance, please contact company management.

#### PART 11 - Cori (Criminal Offender Record Information) Policy

##### **All employees will be subject to pre-employment and ongoing background check screening.**

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, professional licensing applicants, and applicants for the rental or leasing of housing.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

##### A. CONDUCTING CORI SCREENING

- a. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed.
- b. If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.
- c. Creative Service's Inc. (CSI) is the third party background check company used by EET.

##### B. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. Eagle Eyes Transport must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

##### C. CORI TRAINING

- a. An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eagle Eyes Transport will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.
- b. Additionally, if Eagle Eyes Transport is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.



**D. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING**

- a. CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.
- b. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

**E. VERIFYING A SUBJECT'S IDENTITY**

- a. If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.
- b. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

**F. INQUIRING ABOUT CRIMINAL HISTORY**

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

**G. DETERMINING SUITABILITY**

- a. If a determination is made, based on the information as provided in section E of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:
  - i. Regulations from Tables A/B in 935 CMR 500.802(3)
  - ii. Relevance of the record to the position sought;
  - iii. The nature of the work to be performed;
  - iv. Time since the conviction;
  - v. Age of the candidate at the time of the offense;
  - vi. Seriousness and specific circumstances of the offense;
  - vii. The number of offenses;
  - viii. Whether the applicant has pending charges;
  - ix. Any relevant evidence of rehabilitation or lack thereof; and
  - x. Any other relevant information, including information submitted by the candidate or requested by the organization.
- b. The applicant is to be notified of the decision and the basis for it in a timely manner.

**H. ADVERSE DECISIONS BASED ON CORI**

If an authorized official is inclined to make an adverse decision based on the results of a





criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

I. SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

PART 12 – Fraud & Abuse Policy

It is the policy of Eagle Eyes Transport (“EET”) that its employees comply with applicable laws and regulations aimed to prevent fraud and abuse. EET does not tolerate or condone fraud and/or abuse, activities of this nature will result in termination and/or prosecution.

PART 13 – Conflict of Interest

EET employees should avoid any situation that involves or may involve a conflict between their personal interest and the interests of EET. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes the framework within which the ownership and management of EET wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

- A. To ensure ethical and impartial business practices, EET employees are prohibited from investing or holding a financial interest, directly or indirectly, in any business entity, transaction, or business endeavor which does business, or seeks to do business with, or is a competitor, of EET. Any association with an outside enterprise that would create a conflict between the employee's duty to uphold EET's business interest and the individual's private or personal interest is prohibited.
- B. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, or for a relative, as a result of business dealings for EET. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm which competes with EET, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving EET.
- C. No employee shall enter into any understanding or agreement – whether expressed or implied, formal or informal, written or oral – with a competitor, which may divulge any





of the following aspects of the competitive strategy of EET: Profits, financial information, service offerings and our systems, terms or conditions of treatment, market share, confidential client/patient information, referral source information, confidential personnel information, or any other sensitive information that could adversely impact the growth and profitability of EET and restrict its competitive initiative objectives.

- D. No “presumption of guilt” is created by the mere existence of a relationship with outside firms or entities. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a member of senior management, or the owner of EET, as soon as possible, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties, including future interests not foreseen at the time this Agreement is completed.

#### PART 14 – CONFIDENTIAL INFORMATION

- A. Employees may, by virtue of their employment, obtain access to sensitive, confidential, restricted and proprietary information about EET not generally known or made available to the public or competitors and which EET has made reasonable efforts to keep confidential. This includes but is not limited to: financial records, customer or vendor records and files, referral or mailing lists, personnel information, credit card numbers, plans, calculations, concepts, design sheets, design data, system design, computer programs, software, firmware, hardware, manuals, drawings, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, marketing and sales plans, financial information, costs, pricing information, patient medical information, and all other concepts or ideas involving or reasonably related to the business or prospective business of EET, or information received by EET as to which there is a bona fide obligation, contractual or otherwise, on EET’s part not to disclose same and not generally available to the public; and similar information whether stored electronically or as documents. Confidential information also includes Intellectual Property, meaning all inventions, discoveries, concepts, and ideas, and the expressions of all concepts and ideas, whether or not copyrightable, and whether or not patentable, including but not limited to articles, processes, methods, formulas, systems, and techniques, as well as improvements thereof and knowledge related thereto. All confidential information that an employee is exposed to, conceives or develops, either alone or with others shall be the exclusive property of the Company.
- B. Under no circumstance is any employee authorized to give information to any third party about another employee. Employees shall not, without the prior written consent of the Company, use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment.
- C. It is the policy of EET to ensure that the operations, activities, and business affairs of the company, our customers, and EET employees are kept confidential to the greatest extent possible. If, during their employment, employees acquire confidential or proprietary operational or business information about EET, our customers, and/or or



EET employees, such information is to be handled in strict confidence, and should not to be discussed with anyone. Such confidential information shall be used solely by employees in the performance of their job duties for EET and shall not be used in any other manner whatsoever during their employment.

- D. Employees are responsible for their disclosure and/or use of confidential information, including after their association with EET ends. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited. Such confidential information is the exclusive property of EET and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.

- E. Because of the nature of our work, we cannot tolerate any breaches of our security measures, or of our confidential business relationships.

Employees shall not leave information where it can be observed by other people or other customers. Information about EET's employees, their families, finances, or other private matters must also be held in the strictest of confidence. Confidential information should only be provided on a "need to know" basis, and with prior approval from a manager.

Any violation of this policy will subject the employee to appropriate disciplinary action up to and including immediate termination. In addition, disciplinary action will be taken, not only against individuals who authorize or participate directly in a violation of this policy, but against:

- i. Any employee who may have deliberately failed to report a violation of the policy;
  - ii. Any employee who may have deliberately withheld relevant and material information concerning a violation of this policy.
- F. UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING IMMEDIATE TERMINATION, PROSECUTION, AND/OR OTHER AVAILABLE ACTION.
- G. Upon termination of employment or contracted services, employees must deliver to EET any and all confidential information whether stored electronically or as a document, including but not limited to: all copies of such documents prepared or produced in connection with their association with EET that pertain to EET's business or the employee's services, whether made or compiled by the employee or furnished to the employee in connection with such services to EET. In addition, at termination, employees must return all of EET's non-confidential property, documents, or electronic information. Employees further agree to maintain all company information and operational procedures in strict confidentiality in perpetuity. This policy does not limit the common law and statutory rights of EET.



## PART 15 – Electronic Communications

This policy contains guidelines for the use, access, monitoring and disclosure of Electronic Communications created, sent, received, transmitted, or stored by employees using any EET-provided communication system or equipment and employee-provided systems or equipment used either in the workplace or during working time. "Electronic Communications" include: messages, images or any other information contained in e-mail, text message, voice mail, fax machines, computers, personal digital assistants (PDAs), pagers, telephones, cellular and mobile phones, Intranet, or Internet systems (Systems), as well as and other operational software.

### A. ACCEPTABLE USES OF ELECTRONIC COMMUNICATIONS AT WORK

Employees may use Electronic Communications to communicate internally with co-workers or externally with customers or others necessary to perform the essential functions of the job. EET provides employees with access to our Systems to facilitate these business communications and to enhance productivity.

### B. MANAGEMENT'S RIGHT TO ACCESS ELECTRONIC COMMUNICATIONS

All Electronic Communications contained in Company Systems are Company records, and are therefore property of EET. Although each employee may have an individual password to access these Systems, the Systems belong to EET and the contents of the Systems and Electronic Communications conducted on the Systems are accessible by EET at all times for any business purpose. These systems will be subject to periodic unannounced inspections and should be treated like other shared filing systems. The contents of Systems will also be monitored by and disclosed to EET without further notice to employees. Thus, employees should not assume that Electronic Communications are confidential or private. Back-up copies of Electronic Communications in our Systems will be maintained and referenced.

EET's right to use, access, monitor and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used either in the workplace or during working time.

### C. PERSONAL USE OF EET'S SYSTEMS

- i. EET Systems are provided to assist employees in the performance of their jobs. EET reserves the right, and employees agree to permit EET to use, access, monitor, and disclose all Electronic Communications on our Systems, without regard to content. Since employees' personal communications and information can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want discussed with, or known to third parties. For example, employees should not use the Systems for: gossip; personal information about themselves or others; for forwarding messages under circumstances likely to embarrass



themselves or others; or for emotional responses to business correspondence or work situations. Employees also should not use these Systems for such purposes as soliciting for commercial ventures, religious or personal causes, outside organizations, or other similar, non-job-related situations.

- ii. EET employees should not use their EET business email address to send personal communications. Any email sent from an EET email address contains the EET domain name in the second half of every email correspondence. It is requested that all employees utilize their personal email accounts to send personal communications via email.
- iii. When an employee uses a personal email to send a company related communication, they must always make sure that a company email (@eagleeyestransport.com) is always included and/or copied on the email and subsequent correspondence to ensure that company owned communication is logged in company systems.
- iv. Although incidental and occasional personal use of our Systems that does not interfere or conflict with EET's business is permitted, personal communications in our Systems are treated the same as all other Electronic Communications, and will be used, accessed, monitored, and disclosed by EET at any time, without further notice.
- v. Employees may not install any software on any Company-provided System or copy software from any Company-provided System without the prior written permission of our IT Manager. Involving the IT Manager ensures that EET can manage the software on its Systems, prevents the introduction of computer viruses, and meets its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law. The unauthorized copying or use of computer software exposes EET and individual employees to substantial fines and/or imprisonment.

#### D. FORBIDDEN USES OF EET SYSTEMS

Employees may not use our Systems in a manner that violates our Zero-tolerance of Harassment and Discrimination Policy, Equal Employment Opportunity Policy, or any other company policies. In this regard, employees may not use our Systems in any way that may be perceived as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of forbidden transmissions include, among other things, sexually-explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or images that may be construed to be in violation of our Zero-tolerance of Harassment and Discrimination Policy.

In addition, employees may not use our Systems:



- to access, receive, forward or download information from the Internet for personal use;
- to carry any defamatory, discriminatory or obscene material;
- to make online internet purchases for personal use;
- in a manner that violates the terms of any telecommunications license or any laws governing data flow including but not limited to laws dealing with data collection, protection, privacy, confidentiality and security;
- in connection with any attempt to penetrate computer or network security of any Company or other system, or to gain unauthorized access or attempted access to any other person's Electronic Communications systems or equipment;
- in connection with any infringement of another person's intellectual property rights, including but not limited to copyrights;
- to communicate about other's personal affairs or other business unrelated to work; and,
- in connection with the violation or attempted violation of any law.

**E. ELECTRONIC FORGERY**

Electronic forgery is defined as misrepresenting, disguising, or concealing your identity or another's identity in any way while using Electronic Communications; making changes to Electronic Communications without clearly indicating that you have made such changes; or using another person's account without prior written approval of the account owner, and without identifying that you are the author. Electronic forgery is not allowed for any purposes and may result in immediate termination.

**F. ELECTRONIC PROPERTY RIGHTS**

Employees must always respect copyrights and trademarks of third parties and their ownership claims in images, text, video and audio material, software, information, and inventions. Employees should not copy, use, or transfer proprietary materials of others without appropriate authorization. Downloaded software and other copyrighted material may be subject to licensing obligations or restrictions. Even when software is labeled "freeware" or "shareware", there may be retained licensing restrictions that prohibit or limit the usage or commercialization of such items. If questions arise in this regard, contact the IT Manager. EET will cooperate with the copyright holder and legal officials in all copyright matters.

**G. SYSTEM INTEGRITY, SECURITY, ENCRYPTION AND POLICY VIOLATIONS**

All Systems passwords and encryption keys must be available to EET management. Employees may not install password or encryption programs without the written permission of our IT Manager, and without turning over encryption keys to their supervisor. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other



employees to gain access to the other employee's messages, information, or communications.

Policy violations may result in disciplinary action up to and including immediate termination, as well as possible civil liabilities and criminal prosecution. Where EET deems it appropriate, we may advise legal officials or other appropriate third parties of any violations.

EET will cooperate with investigations conducted by legal officials or appropriate third parties.

## PART 16 – Drug Free Workplace Policy

### A. PURPOSE AND GOAL

Eagle Eyes Transport (“EET”) is committed to protecting the safety, health, and wellbeing of all employees and other individuals in our workplace(s). EET also strives to maintain a workforce free from the influences of illegal drugs and substance abuse, recognizing that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment.

It is, therefore, a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the use of illegal drugs, intoxicants, or alcohol on the job. EET encourages employees to voluntarily seek help with drug and substance abuse problems.

### B. DEFINITIONS

**“Legal Drug”**: includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

**“Illegal Drugs”**: any drug that is not legally obtainable, which may be legally obtainable but has not been legally obtained, or is being used in a manner or for a purpose other than as prescribed.

**“Intoxicant”**: a substance that leads to marked impairment of physical and mental control.

### C. COVERED INDIVIDUALS & EMPLOYEES

Any individual who conducts business for EET, is applying for a position with EET, and/or is conducting business on the EET property is covered by our drug-free workplace policy.

### D. APPLICABILITY

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call or paid standby, and/or while on organization property.

### E. PROHIBITED BEHAVIOR

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or



offer for sale alcohol, illegal drugs, or intoxicants. The illegal or unauthorized use of prescription drugs is also prohibited. It is a violation of EET's drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Prescription and over-the-counter drugs, when taken as prescribed, are not prohibited. Any employee taking prescribed or over-the-counter medications should consult with the prescribing healthcare provider and/or pharmacist to determine if the drug may interfere with safe performance on the job. If the use of a drug is determined to interfere with the ability to perform the essential functions of the job, or has an effect on the safety of the employee or workplace, it is the employee's responsibility to take the appropriate interventions to avoid unsafe workplace practices. This includes taking appropriate work leave or seeking alternatives to the use of the prescribed drug.

An employee reporting to work visibly impaired will be deemed unable to properly perform the essential duties of the job and will not be allowed to work until further evaluated. If, in the opinion of the manager or supervisor, the employee is considered impaired, the employee should be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, and accompanied by the supervisor, if necessary. An impaired employee should not be allowed to drive.

F. **NOTIFICATION OF CHARGES AND CONVICTIONS**

Any employee who is charged with a felony in or out of the workplace must notify the organization in writing immediately. The organization will take appropriate action within 10 days of notification.

G. **SEARCHES**

Entering the organization's property or using EET equipment constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, desks and workstations, and vehicles and equipment.

H. **DRUG TESTING**

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Testing will take place in the following situations: pre-placement, post-accident/incident, reasonable suspicion, fitness-for-duty, and follow-up testing.

- **Post-offer, Pre-placement Testing:** All final candidates for jobs to which employment or job transfer has been offered will be tested.
- **Post-accident:** Workers who have caused, contributed to, or are involved in an on-the-job incident or accident involving injury, illness, or property damage will be tested.
- **Reasonable Suspicion Testing:** Drug tests will be conducted following any





observed behavior creating “reasonable suspicion”, such as:

- Direct observation of the use of drugs or alcohol or the behavior consistent with being under the influence of a drug, substance, or alcohol.
- Abnormal behavior while at work or a significant deterioration in performance.
- A report of drug use, provided by a reliable and credible source.
- Evidence that an individual has tampered with a drug test.
- Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on company premises or in a company vehicle.
- **Fitness-For-Duty:** Testing may be conducted during annual evaluations for fitness-for-duty.
- **Follow-up Testing:** Random, unannounced drug testing will be required for employees who have participated in a substance abuse rehabilitation program after completion of the program.

The substances that will be tested for are: Amphetamines, Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.

Testing for the presence of alcohol will be conducted by analysis of breath and/or urine.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty and referred to a substance abuse professional for assessment and recommendations.

The individual will be required to successfully complete recommended rehabilitation including continuing care, and will be required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, and be subject to random, unannounced drug tests at the employer’s discretion. Any individual, if tested positive a second time or violates the Return-to-Work Agreement, will be terminated immediately.

A employee will be terminated immediately if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

#### I. CONSEQUENCES

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the conditions of this policy, he or she will be terminated from employment.

#### J. ASSISTANCE

EET recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:





- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to use the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Allows the use of accrued paid sick & vacation leave while seeking treatment for alcohol and other drug problems.

The ultimate financial responsibility for recommended treatment belongs to the employee.

#### K. CONFIDENTIALITY

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

#### L. SHARED RESPONSIBILITY

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow employees in seeking help.
- Report dangerous behavior to their supervisor.

It is the manager's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

#### M. COMMUNICATION

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy will be reviewed at safety meetings.
- Worker education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems



## **Certificate of Agreement – Drug Free Workplace Policy**

I do hereby certify that I have received and read Eagle Eyes Transport's Drug- Free Workplace Program and Policies regarding substance abuse and substance abuse testing, have had the entire program explained to me, and have had the opportunity to ask questions.

I understand that if conditions as specified in the policy indicate it is necessary, I will submit to substance abuse testing.

I also understand that failure to comply with a request or a positive result may lead to termination of employment.

\_\_\_\_\_ Employee's Name (Please  
Print)

\_\_\_\_\_ Signature \_\_\_\_\_  
Date



## PART 17 – Whistleblower Policy

Eagle Eyes Transport requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Eagle Eyes Transport, we must always behave with integrity and honesty in fulfilling our responsibilities and we must all ensure compliance with all applicable laws and regulations relating to the adult and medical use and transport of marijuana and standards for workplace safety.

### **Reporting.**

This Whistleblower Policy is intended to enable and encourage employees and members of EET to raise serious concerns about wrongdoing internally so that EET can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers and employees to report concerns about violations of EET's code of ethics, any behavior that could result in adverse workplace or worker safety and/or suspected violations of the laws or regulations that govern our operations.

### **No Retaliation.**

There shall be no subtle or overt act of retaliation by anyone within EET in response to a good faith report by a director, officer or employee who reports an ethics violation, a workplace safety violation or a suspected violation of law, including a complaint of discrimination, suspected fraud or theft, or any violation of the laws and regulations governing the operations of EET's business. Our values support full, honest and open communications without fear of retaliatory consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination.

### **Reporting Procedure.**

Eagle Eyes Transport has an open door policy and we suggest that employees share their questions, concerns suggestions or complaints with a supervisor you feel comfortable sharing with. If you are not comfortable speaking with your immediate supervisor, or their response is not satisfying, you are encouraged to speak with one of the four members of the senior management team. Supervisors and managers are



required to report complaints or concerns about suspected ethical and legal violations in writing to EETS' Chief Compliance Officer or their designee, who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor, a board member, management team member, or the Chief Compliance Officer (or their designee.)

### **Compliance Officer.**

Eagle Eyes Transport's Chief Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the COO and Co-CEOs of all complaints and their resolution.

### **Acting in Good Faith.**

Anyone raising or filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed contains a violation. Any unsubstantiated allegations that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense with repercussions up to and including termination of the employee acting in bad faith.

### **Confidentiality.**

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### **Handling of Reported Violations.**

Eagle Eyes Transport's Chief Compliance Officer will acknowledge receipt of the reported or suspected violation to the person who submitted the complaint. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.



## Chapter 3 – Compensation, Time Away from Work and Other HR Policies

- A. The workweek for all employees shall run from 5am on Sundays until the 4:59am the following Sunday morning. We refer to this period of time as Sunday-Saturday for simplicity sake.
- B. Payroll is paid to employees weekly on the Friday immediately following the workweek for which it is being paid.
  - i. EET may change the payroll to biweekly at any time with 90 days notice to all employees.
- C. It is preferable that all employees setup direct deposit for their weekly payroll.
- D. Employees must inform a manager of any changes to their payroll reporting requirements, address changes, and changes to deposit accounts or other payroll information.
- E. TIME TRACKING

Hourly paid employees must punch in and punch out of their work time using the When I Work attendance application.

  - i. Employees must punch in at the correct time and punch out at the correct time. Times are not to be estimated or exaggerated.
  - ii. Employees may edit their own time cards for the workweek up until 10pm on the Sunday following the end of the workweek. It is discouraged to edit regularly, it should only be done when the punch in/out did not work properly or was forgotten for a good reason.
  - iii. Employees should use the shift notes feature to make any note on a shift that has a non-standard time frame, and/or for ANY shift that has a manually edited/entered punch in or punch out.
  - iv. Employees are responsible for making sure their time sheet is correct by 10pm on the Sunday immediately following the workweek. There is a zero tolerance policy for incorrectly submitted time sheets, as errors made by employees that result in more pay than validly earned is considered theft.
  - v. Employees should email their manager with any issues related to these policies to resolve them before the deadline.
- F. PAID TIME OFF
  - i. All employees, except those performing work for EET as contractors, receive paid sick time.
  - ii. For new employees, Sick Time accrues at a rate of 1 hr for every 30 hrs worked, up to a maximum of 40 Sick Time hours per calendar year and new employees may not claim any sick time hours until after 90 days from their date of hire.
  - iii. At the start of the first calendar year following the employee being hired, Sick Time accrual will no longer be tracked and instead



employees will receive 40 Sick Time hrs of paid time off at the beginning of each calendar year.

- iv. Up to 40hrs of unused Sick Time may be “banked” and used in the following year. Any Sick Time hours that have carried over from the previous year must be used in the following year or they will be forfeited.
  - v. Sick time must be used for a legitimate medical reason for the associate or an immediate family member, and a doctor’s note may be required pursuant to the terms in the MA law.
  - vi. Unpaid sick time may be granted by management once all paid sick time is used up, however associates are all at-will employees and if the company needs to fill a position of an associate on unpaid sick time to fulfill operational demands then the company may do so.
- G. EET shall carry workers compensation insurance as required by law and all employees may be eligible to make valid claims for compensation from the company’s policy.
- H. EET employees working as employees are also covered by Massachusetts unemployment assistance, when eligible.
- I. EET will provide maternity and parental leave. 12 weeks of paid maternity/paternity leave may be taken by any full time employee, and an additional 4 weeks of unpaid maternity/paternity leave may be taken if so elected by the employee. Employee may apply accrued Sick Time to extend the paid/unpaid maternity/paternity leave. In the event both parents work for EET, only one parent may take their leave at the same time.
- J. JURY DUTY
- i. Employees will be paid for 8hrs each day (unless they are released from duty and can return to work sooner) for the first 3 days of any juror service at their normal rate of pay.
  - ii. At the 4<sup>th</sup> day and beyond, EET will not pay employees, but the employee is entitled to collect \$50/day from the state during that time.
  - iii. Employees will be required to provide written proof of their jury service.
- K. Employees will be granted up to four hours of unpaid time off to vote during open polling hours in the employees voting precinct, if requested by the employee at least 72hrs in advance.
- L. CALLING IN SICK AND EMERGENCY ABSENCES
- EET realizes that there will be times when an employee becomes ill or has an emergency absence for which they cannot plan ahead. In those cases, the employee should follow the guidelines listed below:



- i. If an employee is unable to work because of illness, they must notify their immediate manager (or a supervisor when no manager can be reached) by no later than 5:00 am on each day of the absence, or at least 2 hours before their first assigned job of the day, whichever comes earlier in the morning.
- ii. Notification must be in the form of a telephone call in order for the employee to speak directly with their manager. Texts and/or emails are strongly discouraged. There should be an explanation of the circumstances in order for the employee's manager to understand the necessity for the absence and when the employee feels they may be able to return to work.
- iii. If the employee attempts to contact their manager but cannot reach him/her, it may be necessary to leave a voice message. When leaving a voicemail message, it is required that you leave a call-back number where you can be reached in the event of an emergency. Contacting a co-employee is not acceptable and will not be considered as appropriate notification of an absence due to illness or an emergency absence.

#### M. OVERTIME

- i. The purpose of this policy is to comply with federal and state overtime provisions and to control labor costs by managing the expense of overtime pay to non-exempt employees.
- ii. EET will pay time and one half to non-exempt employees who exceed 40 hours of work time in a workweek. However paid leave such as holidays, sick or vacation days will not apply toward time worked for purposes of calculating overtime payment.
- iii. During busy periods, EET may require employees to work extended hours. Overtime is considered a condition of employment, and refusal to work overtime when reasonable notice has been given is cause for disciplinary action up to and including termination. Reasonable notice is considered to be not less than 24 hours before the start of the period of pay that would be considered overtime. Additionally, reasonable notice is also considered to be the unplanned extension of a shift due to compliance requirements needing to be fulfilled before the end of the shift.



# Certificate of Agreement

I do hereby certify that I have received, read, and thoroughly understand Eagle Eyes Transport's Employee Handbook in its entirety, including all of the Appendices, and agree to abide by all the policies, rules, and provisions contained therein.

I understand that this version of the Employee Handbook supersedes all other previously issued Employee Handbooks.

I agree to abide by all rules and policies contained in the Eagle Eyes Transport Employee Handbook and I also agree to comply with all rules and policies that may be communicated to me verbally by a manager. I understand that failure to adhere to these rules and policies may result in disciplinary action up to and including termination.

I agree that if I stop working at Eagle Eyes Transport for any reason, I will immediately return all company equipment and information in my possession, and destroy any and all sensitive company data from electronic devices, notes etc.

I agree to maintain complete and total confidentiality about every aspect of my association with Eagle Eyes Transport in perpetuity both during and after my association with Eagle Eyes Transport, including but not limited to operational information, customer and consumer information, and any other type of information and/or material that is proprietary to Eagle Eyes Transport in any way, except as legally required by law enforcement and/or state regulatory bodies.

\_\_\_\_\_ Employee's Name (Please Print)

\_\_\_\_\_ Signature \_\_\_\_\_ Date





## **Staffing, Qualifications and Training Plans**

*A subsection of Eagle Eyes Transport's "Operating Procedures" Policy Document*

1. As business volume increases in Q420 and beyond, EET will begin staffing in accordance with our diversity and positive impact plans. We will hold several job fairs and attend job fairs in the region and in areas of disproportionate impact. We will advertise all positions on standard hiring websites.
2. We will continue to add staff as needed based on the growth of the business, using the same methods as used for our initial staffing buildup.
3. All new employees will be thoroughly trained, and retrained annually or as needed, in the following areas either in house or with a third-party training program as approved by CCC:
  - a. Required "Responsible Vendor Training" as outlined in 935 CMR 500.105 (2), within 90 days of receiving CCC agent badge, completed annually;
  - b. Total minimum annual training of 8hrs per employee, including required trainings as outlined herein;
  - c. Review of all relevant laws and regulations:
    - i. Review of state laws pertaining to Adult Use and Medicinal Use of Cannabis,
    - ii. Review of 935 CMR 500.00 and any other Cannabis Control Commission policies and procedures;
  - d. Review of all company policies and procedures:
    - i. Cannabis Transportation Procedures,
    - ii. Cash Transportation Procedures,
    - iii. Communication Procedures,
    - iv. Emergency Situation Procedures,
    - v. Security Procedures,
    - vi. Employee Handbook Review,
    - vii. Drug & Alcohol policies,
    - viii. All other policies;



- e. Threat awareness, robbery response training including recognition of threats and appropriate response to threatening events;
  - f. Ongoing professional development.
4. All employees will have the following minimum qualifications for employment at EET:
- a. High school degree or equivalent,
  - b. 6 years of driving experience with valid license,
  - c. At least 3 verified, positive references,
  - d. MA driver's license qualifications:
    - i. No more than two moving violations in the last 36 months,
    - ii. No more than one at fault accident in the last 36 months,
    - iii. No convictions ever involving dishonesty, breach of trust, or theft,
    - iv. No major citations in the last 48 months. Major citations include, but are not limited to:
      - 1. Driving under the influence,
      - 2. Driving while impaired,
      - 3. Convictions or arrests for theft or other dishonest acts,
      - 4. Driving in possession of alcohol or drugs other than cannabis,
      - 5. Refusal to submit to a blood, urine, or breath test,
      - 6. Driving with a suspended or revoked license,
      - 7. A felony in which a vehicle is used (i.e. Vehicular homicide, vehicular manslaughter, vehicular assault, hit and run, eluding a police officer),
      - 8. Reckless driving,
      - 9. Driving 30 or more mph over speed limit; Speed contest; Racing.
  - e. Ability to pass internal and CCC background checks,
  - f. At least 25 years of age or older, per insurance requirements,
  - g. English language skills (spoken & written).



5. EET will keep a log of all training completed in each driver file, including the date of the training, length of training, training topic(s), and trainer(s).



## **Plan Related to the Separation of Adult Use and Medicinal Cannabis**

*A subsection of Eagle Eyes Transport's "Operating Procedures" Policy Document*

### **Freight Forwarding Plan**

1. All adult use and medicinal shipments will be kept separately contained during the shipment process, but may be transported in the same vehicle.
2. No individual package will contain both adult use and medicinal cannabis products in the same manifest.
  - a. In situations where there is one destination Marijuana Establishment with an order for both adult use and medicinal cannabis products from the same origin Marijuana Establishment, the orders will be packaged and transported with manifests and will be packaged in separate containers.

### **Warehouse and Distribution Plan**

Eagle Eyes Transport will operate as a full-service distributor and fulfillment agent, buying and/or holding sealed, tested, and "shelf ready" cannabis and cannabis products and reselling them to Marijuana Establishments and MTC's.

All Medical and Adult-Use products being warehoused will be stored separately:

1. All orders will be completely separate, packaged separately, with separate order numbers and never comingled at any point.
2. All cannabis products being stored or warehoused at the base facility will be stored in designated, separate areas of the secure vault(s).
3. Adult use and medicinal cannabis products may be transported together in the same transport vehicle, but will be packaged separately with separate unique manifests in each.