



# Massachusetts Cannabis Control Commission

## Third Party Marijuana Transporter

### General Information:

License Number: MT281393  
Original Issued Date: 08/19/2020  
Issued Date: 08/19/2020  
Expiration Date: 08/19/2021

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Atlas Marketplace & Delivery, LLC d/b/a Plymouth Armor Group

Phone Number: 888-234-5689

Email Address: ryan@plymoutharmorgroup.com

Business Address 1: 14 Apollo 11 Road

Business Address 2: Unit 2

Business City: Plymouth

Business State: MA

Business Zip Code: 02360

Mailing Address 1: 134 Chestnut Hill Avenue

Mailing Address 2:

Mailing City: Athol

Mailing State: MA

Mailing Zip Code: 01331

## 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: 39.9

Percentage Of Control: 39.9

Role: Executive / Officer

Other Role:

First Name: Ryan

Last Name: Winmill

Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 38 Percentage Of Control: 38  
Role: Other (specify) Other Role: Former manager  
First Name: Dennis Last Name: Bermack Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 10 Percentage Of Control: 10  
Role: Owner / Partner Other Role:  
First Name: Gilder Last Name: Keeler Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 5 Percentage Of Control: 5  
Role: Owner / Partner Other Role:  
First Name: Rio Last Name: Norris Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 38 Percentage of Ownership: 38  
Entity Legal Name: Atlas Group IV LLC Entity DBA: DBA  
City: City:  
Entity Description: Special purpose vehicle to invest in and loan to Atlas Marketplace and Delivery LLC and has no other activities.  
Foreign Subsidiary Narrative:  
Entity Phone: 732-740-3230 Entity Email: bermack@optonline.net Entity Website:  
Entity Address 1: 59 West Canadian Woods Road Entity Address 2:  
Entity City: Manalapan Entity State: NJ Entity Zip Code: 07726  
Entity Mailing Address 1: 59 West Canadian Woods Road Entity Mailing Address 2:  
Entity Mailing City: Manalapan Entity Mailing State: NJ Entity Mailing Zip Code:  
07726

Relationship Description: Special purpose vehicle to invest in and loan to Atlas Marketplace and Delivery LLC and has no other activities. Dennis Bermack was the former manager Atlas Group IV at the time of the initial investment in order to ensure the financial stability of the establishment long-term, but does not have control over the policies, procedures, etc - this is strictly in the hands of Ryan Winmill the CEO. This is why Mr. Bermack's information is included here and as a Person with Direct or Indirect Authority. Rio Norris is currently the manager of Atlas Group IV. Therefore, Mr. Norris has been included as a Person with Direct or

Indirect Authority.

### CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Joseph

Last Name: Nicholson

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: He is the Head of Sales and Compliance

Close Associates or Member 2

First Name: Abigail

Last Name: Schnibbe

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: She is the Chief Operating Officer.

### CAPITAL RESOURCES - INDIVIDUALS

No records found

### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Atlas Group IV

Entity DBA:

Email: bermack@optonline.net

Phone:

732-740-3230

Address 1: 59 West Canadian Woods Road

Address 2:

City: Manalapan

State: NJ

Zip Code: 07726

Types of Capital: Monetary/Equity,  
Debt

Other Type of  
Capital:

Total Value of Capital Provided:  
\$1500000

Percentage of Initial Capital:  
100

Capital Attestation: Yes

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 14 Apollo 11 Road

Establishment Address 2: Unit 2

Establishment City: Plymouth

Establishment Zip Code: 02360

Approximate square footage of the Establishment: 1500

How many abutters does this property have?: 10

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA.pdf	pdf	5d69812caf9d6f1dd58a1363	08/30/2019
Community Outreach	UpdatedwInitials.Comm.Outreach.Attest.withAttachments.pdf	pdf	5e5d3dba56474b469c11087d	03/02/2020

Meeting Documentation					
Plan to Remain Compliant with Local Zoning	HCAZoningCompliance.pdf	pdf	5e8a5e2e9a385038d9d8adbd	04/05/2020	
Community Outreach Meeting Documentation	CommunityOutreachATT.pdf	pdf	5e8ca5ac1cdd2e3910a53876	04/07/2020	

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Plymouth Armor Group.ACLU.pdf	pdf	5e6a69f944a317443c109b42	03/12/2020
Plan for Positive Impact	Positive.Impact.Plan.pdf	pdf	5ec7d94d0e32c52d2bdd2f7f	05/22/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

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

#### Individual Background Information 2

Role: Other (specify)      Other Role: Former manager  
 First Name: Dennis      Last Name: Bermack      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

#### Individual Background Information 3

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

#### Individual Background Information 4

Role: Executive / Officer      Other Role:  
 First Name: Abigail      Last Name: Schnibbe      Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: yes

### Individual Background Information 5

**Role:** Owner / Partner **Other Role:**  
**First Name:** Gilder **Last Name:** Keeler **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 6

**Role:** Owner / Partner **Other Role:**  
**First Name:** Rio **Last Name:** Norris **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

**Role:** Investor/Contributor **Other Role:**  
**Entity Legal Name:** Atlas Group IV LLC **Entity DBA:**  
**Entity Description:** Special purpose vehicle to invest in and loan to Atlas Marketplace and Delivery LLC and has no other activities.  
**Phone:** 732-740-3230 **Email:** bermack@optonline.net  
**Primary Business Address 1:** 59 West Canadian Woods Road **Primary Business Address 2:**  
**Primary Business City:** Manalapan **Primary Business State:** NJ **Principal Business Zip Code:** 07726

**Additional Information:** Dennis Bermack - the former managing partner's background information is uploaded in background check page to fully verify this entity at the time of the initial investment.

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Cert.Good.Standing.CommonwealthMA.pdf	pdf	5c6304faeadf341230f66335	02/12/2019
Articles of Organization	ArtofOrg.pdf	pdf	5c642f665fd63c1b24eb3e55	02/13/2019
Department of Revenue - Certificate of Good standing	PAG.MAIRS.CertofGoodStanding.pdf	pdf	5c7433b38d16491b5c0f8345	02/25/2019
Bylaws	Operating.Agreement.Atlas.Executed.pdf	pdf	5e6a6d0173b705467fecb212	03/12/2020
Bylaws	RedactedAtlas.Operating.Agreement.pdf	pdf	5e6a6d334a895743f3a6c56e	03/12/2020

No documents uploaded

**Massachusetts Business Identification Number:** 001314514

**Doing-Business-As Name:** Plymouth Armor Group

**DBA Registration City:** Plymouth

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	PlymouthArmorGroup.LiabilityInsurance.Proof.pdf	pdf	5c6d95563d84de123a610b80	02/20/2019

Business Plan	PAG.BusinessPlan.2019.pdf	pdf	5d6fd8bb7e918b22a66bf384	09/04/2019
Proposed Timeline	PAG.BusinessTimeline19-20.pdf	pdf	5e67fa7949038b46abf1e152	03/10/2020

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	SOP - Inventory Procedures.pdf	pdf	5c7023c8c4b7a71b66d12831	02/22/2019
Quality control and testing	SOP - Quality Control and Testing.pdf	pdf	5c70256b3d84de123a611091	02/22/2019
Dispensing procedures	SOP - Dispensing Procedures.pdf	pdf	5c7026e53779161b2a873087	02/22/2019
Restricting Access to age 21 and older	SOP_ Restricting Access to 21 (1).pdf	pdf	5d4c37e117ec6d33f1153946	08/08/2019
Storage of marijuana	SOP_ Storage of Marijuana (1).pdf	pdf	5d4c3b0c6e3bd533dbcfe788	08/08/2019
Prevention of diversion	SOP_ Prevention of Diversion (1).pdf	pdf	5d6fede53567ed1db89e16f6	09/04/2019
Inventory procedures	SOP - Inventory Procedures (2).pdf	pdf	5d6fee24d8b08e1dbf14411c	09/04/2019
Transportation of marijuana	PAG.Emergency.Plan.pdf	pdf	5e6be9725f1da0353e2aecfe	03/13/2020
Maintaining of financial records	SOP - Maintaining Financial Records Updated.pdf	pdf	5e6bea541cdd2e3910a4eb29	03/13/2020
Qualifications and training	SOP - Qualifications and Training Updated.pdf	pdf	5e6bf573482e703583b77304	03/13/2020
Security plan	SOP_ Security Plan (2).pdf	pdf	5e74ffc82eba6d38ef1626de	03/20/2020
Record Keeping procedures	SOP - Record Keeping Procedures Updated (2).pdf	pdf	5e75001bf0445c357cb04585	03/20/2020
Personnel policies including background checks	SOP - Personnel Policies UPDATED (1).pdf	pdf	5e7500e4482e703583b785be	03/20/2020
Transportation of marijuana	OperP&PRF1.pdf	pdf	5e8a3ef91cdd2e3910a531cc	04/05/2020
Qualifications and training	OperP&PTraining.pdf	pdf	5e8a406b2eba6d38ef1659d5	04/05/2020
Diversity plan	Diversity.Plan.pdf	pdf	5ec7da537dc0413492817e47	05/22/2020

### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 6:00 PM
Tuesday From: 6:00 AM	Tuesday To: 6:00 PM
Wednesday From: 6:00 AM	Wednesday To: 6:00 PM
Thursday From: 6:00 AM	Thursday To: 6:00 PM
Friday From: 6:00 AM	Friday To: 6:00 PM
Saturday From: 6:00 AM	Saturday To: 6:00 PM
Sunday From: 6:00 AM	Sunday To: 6:00 PM

## 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, Ryan Winnill, (insert name) certify as an authorized representative of Atlas Marketplace and Delivery d/b/a Plymouth Arms that the applicant has executed a host community agreement with Plymouth MA group (insert name of host community) pursuant to G.L.c. 94G § 3(d) on August 20<sup>th</sup>, 2019 (insert date).

Ryan Winnill

Signature of Authorized Representative of Applicant

### Host Community

I, MARLENE McCOMEN, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for PLYMOUTH (insert name of host community) to certify that the applicant and PLYMOUTH (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on AUG. 20, 2019 (insert date).

Marlene McComen

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,     Ryan Winmill    , (*insert name*) attest as an authorized representative of Atlas Marketplace & Delivery LLC      (*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     9/19/19     (*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     9/11/19     (*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     9/11/19     (*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     9/11/19     (*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*).

# Legal Notices

## MARIJUANA LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, Atlas Marketplace and Delivery LLC, d/b/a Plymouth Armor Group, is scheduled for 9/19 at 4:30 PM at Plymouth Public Library. The proposed third-party transporter is anticipated to be located at 14 Apollo 11 Road, Unit 2, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

AD# 13830718  
OCM 9/11/19

## CASE NO. 3964 LEGAL NOTICE ZONING BOARD OF APPEALS

CASE NO. 3964

The Plymouth Zoning Board of Appeals on the Zoning Bylaw will hold a Public Hearing in the Great Hall, Town Hall, 26 Court Street, Plymouth, Massachusetts on WEDNESDAY, October 2, 2019 AT 7:00 P.M. to hear the petition Michael

with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

AD#13830775  
OCM 9/11/19

## 3 MARC DR, UNIT 2 LEGAL NOTICE COMMONWEALTH OF MASSACHUSETTS



LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
19 SM 003853

before October 7, 2019 or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, GORDON H. PIPER, Chief Justice of this Court on August 22, 2019.

Attest:

Deborah J. Patterson  
Recorder

AD# 13831289  
OCM 9/11/19

## CALICE GUARDIANSHIP LEGAL NOTICE NOTICE AND ORDER: Petition for Appointment of

Guardian of a Minor  
Docket No.  
PL19P1333GD  
Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Plymouth Probate and Family Court  
52 Obery Street  
Suite 1130  
Plymouth MA, 02360

In the interests of Eliza Solyna Calice  
of Plymouth, MA

as Document Number 586450, noted on Certificate of Title Number 102519, as affected by a Loan Modification dated August 26, 2015, and registered in Said Registry District of the Land Court as Document Number 737924, noted on Certificate of Title Number 102519, and now held by plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before October 7, 2019 or you may lose the opportunity to challenge the foreclosure on the ground of non-compliance with the Act.

further the Mortgage description shall contain an error TIME ESSE!

Other announcements PNC by m b

AD# OCM LAM

Pro P



September 11, 2019

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Establishment, Atlas Marketplace and Delivery LLC, d/b/a Plymouth Armor Group is scheduled for 9/19 at 4:30 PM at Plymouth Public Library. The proposed third party transporter is anticipated to be located at 14 Apollo 11 Road, Unit 2, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

Respectfully,

Atlas Marketplace and Delivery LLC



September 11, 2019

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

- Town Clerk
- Planning Board
- Board of Selectman

Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Establishment, Atlas Marketplace and Delivery LLC, d/b/a Plymouth Armor Group is scheduled for 9/19 at 4:30 PM at Plymouth Public Library. The proposed third party transporter is anticipated to be located at 14 Apollo 11 Road, Unit 2, Plymouth, MA 02360. There will be an opportunity for the public to ask questions.

Respectfully,

Atlas Marketplace and Delivery LLC

## Host Community Agreement



## Plan to Remain Compliant with Local Zoning

### Atlas Marketplace and Delivery Local Zoning Compliance

The purpose of this plan is to demonstrate how Atlas Marketplace and Delivery will remain in compliance with all local codes, bylaws, and ordinances for the physical address of our Third Party Transporter location, located at 14 Apollo 11 Road in Plymouth, MA.

The Town of Plymouth bylaws; §203-16, Marijuana Establishments - as defined in § 205-3 of the Zoning Bylaw, and Medical Marijuana Treatment Centers, as defined in Chapter 369 of the Acts of 2012, are allowed by Special Permit in the Light Industrial (LI) Districts. Atlas Marketplace and Delivery is currently located at this designation. The requirements are described as:

1. A minimum separation of 2,000 feet is required between Marijuana Retailers, not including Marijuana Treatment Centers.
2. A minimum setback of 500 feet is required from any public or private school (with Kindergarten through Grade 12 students).
3. Adequate provisions for security must be provided.

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

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

Atlas Marketplace and Delivery has retained the services of the law firm of Foley Hoag, LLC, to assist with any compliance issues, including zoning requirements.

## 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,     Ryan Winmill    , (*insert name*) attest as an authorized representative of Atlas Marketplace & Delivery LLC      (*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     9/19/19     (*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     9/11/19     (*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     9/11/19     (*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     9/11/19     (*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.

Standard Operating Procedure



**Plan to Positively Impact Areas of Disproportionate Impact**

Date: 12.1.2018

Last Update: 5.20.2020

Effective Date: 3.9.2020

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_3\_\_

**Purpose:** To ensure the company's and state of Massachusetts's commitment to positively impact those Areas of Disproportionate Impact as defined by the Cannabis Control Commission. For Plymouth Armor Group, the most relevant area would be the towns of Abington, Taunton and Brockton.

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

**Instructions:**

**Plan to Positively Impact Areas of Disproportionate Impact**

---

**Goals:**

- Reduce barriers of entry into the cannabis industry through our own hiring and recruitment approach
- Increase knowledge, expertise, and best practices for SE Home Delivery applicants
- Enhance the resources of organizations in Massachusetts supporting the needs of areas of disproportionate impact

**Programs:**

**Atlas Marketplace and Delivery LLC will specifically target the towns of Abington, Taunton, and Brockton, as these are the areas of disproportionate impact closest to our location.**



### **Employee Recruitment and Hiring**

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

As we grow and work to hire more employees, the company is committed to recruiting in inclusive ways (thinking outside of the more accessible, affluent job posting markets, e.g websites). The company also looks in depth at salaries and hourly wages to ensure there is no discrepancy based on any individual affinity group within our company. A salary audit will be done yearly to ensure equity persists across all levels of the establishment and opportunities for salary increase discussions will be made to all employees and not simply provided to those who have not internalized any oppression and, therefore, are more likely to push, ask, and receive a raise.

Finally, in all employee interviews, potential hires are probed for their own commitment to diversity, equity, and inclusion and any red flags are noted to ensure there is not any perpetuation of racial, social, gender, or ability bias within the company upon the hiring of a new associate. In the interview assessment, employees that fall into priority demographics receive additional points in their overall tally for potential employment.

Lastly, and perhaps most importantly, we will post quarterly job postings in the primary newspapers for Abington, Taunton, and Brockton, stating that we are seeking employees who have past drug convictions or for parents/spouses who have past drug convictions. The quarterly postings will be in the following newspapers:

1. Abington - Abington Mariner
2. Taunton - The Taunton Daily Gazette
3. Brockton - The Enterprise

### **Training and Professional Development**

We hope to annually provide professional development and support to social equity applicants seeking the Home Delivery license. Given our experience and expertise, we believe we can be a valuable partner in providing insight into our best practices. Annually we will schedule video seminars or trainings for any and all SE Home Delivery applicants to learn best practices, ask questions, and reach out to us for our support. It is the hope that this type of program will foster more strength for SE applicants to get off the ground and will allow for industry best practices to be shared across various license types.

### **Support for Local Non-Profit Work**

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

#### **1. Legal Defense for Past Drug Convictions**

Plymouth Armor Group provides a monthly contribution of \$100 to the Massachusetts Americans Civil Liberties Union (ACLU) to support them in their efforts to represent those disproportionately affected by the war on drugs. It is our hope that the increased resources we provided will aid in healing the effects over incarceration has had on

low-income communities across the state. We hope that, pending the financial success of the business, we could increase the Gold Member status that we have to enhance our monthly contributions that much more.

**Progress**

Upon renewal of our license annually, the company will show proof of the success of this plan. This will be documented with the data of % of employees, with additional documentation of employees backgrounds to back this up. We will also provide receipts of our donations to the ACLU and documents showing those employees who were in attendance for all DEI training. We will also provide survey data from the surveys that follow the DEI training of those employees who allow for their survey responses to be shared.

**Measurements:**

Goal	Measure of Success (revisited after year 1)
Reduce barriers of entry into the cannabis industry through our own hiring and recruitment approach	<ol style="list-style-type: none"> <li>1. 25% of company staff will be MA residents who have previous drug convictions or are the parents or spouses of residents with past drug convictions</li> <li>2. The company will count and keep track of those members of the staff with past drug convictions or are the parent/spouse of an individual with past drug convictions. This number will be compared to the total number of individuals hired to ensure that 25% of all individuals hired fall within this goal.</li> </ol>
Increase <b>knowledge, expertise, and best practices for SE Home Delivery applicants</b>	<ol style="list-style-type: none"> <li>1. 100% of SE HD applicants will be invited to annual webinar</li> <li>2. Surveys will be collected at the end of each training to assess the growth and value of the trainings</li> </ol>
Enhance the resources of organizations in Massachusetts supporting the needs of areas of disproportionate impact	<ol style="list-style-type: none"> <li>1. 100% of monthly donations are distributed before the 15th of every month</li> <li>2. Enhance drug related criminal justice reform</li> <li>3. Please see attached letter from the ACLU accepting our monthly contribution toward their work to reverse drug convictions.</li> </ol>

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

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



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

William Francis Galvin  
Secretary of the  
Commonwealth

August 10, 2018

TO WHOM IT MAY CONCERN:

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

**ATLAS MARKETPLACE AND DELIVERY LLC**

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

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001314514

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

2a. Location of its principal office:

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

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

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

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

ONLINE MARKETPLACE AND DELIVERY FOR PERSONAL PRODUCTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

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

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

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

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

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

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

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

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

**9. Additional matters:**

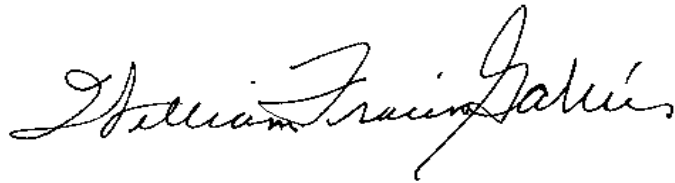
**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of February, 2018,**  
**RYAN WINMILL**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

February 23, 2018 02:27 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 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

---

**OPERATING AGREEMENT**  
**OF**  
**ATLAS MARKETPLACE AND DELIVERY LLC**  
**A Massachusetts Limited Liability Company**

---



*Handwritten initials/signature in blue ink.*

## TABLE OF CONTENTS

<b>ARTICLE ONE: DEFINITIONS</b> .....	<b>4</b>
SECTION 1.1 DEFINITIONS .....	4
<b>ARTICLE TWO: GENERAL PROVISIONS</b> .....	<b>6</b>
SECTION 2.1 CONTINUATION OF THE COMPANY .....	6
SECTION 2.2 NAME AND OFFICES .....	6
SECTION 2.3 PURPOSE AND SCOPE.....	6
SECTION 2.4 TERM.....	6
SECTION 2.5 MEMBERS.....	6
SECTION 2.6 MANAGEMENT.....	7
SECTION 2.7 RESIDENT/REGISTERED AGENT.....	7
<b>ARTICLE THREE: COMPANY CAPITAL</b> .....	<b>7</b>
SECTION 3.1 UNITS AND CLASSES.....	7
SECTION 3.2 INITIAL CAPITAL CONTRIBUTION .....	7
SECTION 3.3 COMPANY CAPITAL.....	7
<b>ARTICLE FOUR: DISTRIBUTIONS AND ALLOCATIONS</b> .....	<b>8</b>
SECTION 4.1 DISTRIBUTIONS DURING THE TERM .....	8
SECTION 4.2 CAPITAL ACCOUNTS.....	8
SECTION 4.3 ALLOCATION OF PROFITS AND LOSSES.....	8
SECTION 4.4 OTHER TAX AND ACCOUNTING MATTERS.....	9
<b>ARTICLE FIVE: MANAGEMENT OF THE COMPANY</b> .....	<b>10</b>
SECTION 5.1 MANAGEMENT AND CONTROL OF THE COMPANY .....	10
SECTION 5.2 APPOINTMENT, RESIGNATION AND REMOVAL OF MANAGERS .....	10
SECTION 5.3 ACTION OF MANAGEMENT COMMITTEE .....	11
SECTION 5.4 CHIEF EXECUTIVE OFFICER .....	11
SECTION 5.5 EXECUTION OF DOCUMENTS/CERTIFICATES .....	14
SECTION 5.6 COMPENSATION OF THE MANAGEMENT COMMITTEE .....	14
SECTION 5.7 AUTHORITY TO DEAL WITH AFFILIATES; OTHER INTERESTS.....	15
SECTION 5.8 LIABILITY AND INDEMNIFICATION OF THE MANAGEMENT COMMITTEE.....	15
<b>ARTICLE SIX: TRANSFER OF A MEMBER'S INTEREST</b> .....	<b>16</b>
SECTION 6.1 TRANSFER OF INTEREST BY A MEMBER .....	16
SECTION 6.2 SUBSTITUTE MEMBERS/TRANSFEREES .....	17
SECTION 6.3 DRAG ALONG PROVISIONS.....	17
SECTION 6.4 TAG ALONG PROVISIONS.....	18
SECTION 6.5 TERMS OF PURCHASE .....	ERROR! BOOKMARK NOT DEFINED.
SECTION 6.6 CLOSING.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 6.7 WITHDRAWAL UPON PERMITTED TRANSFER .....	19
<b>ARTICLE SEVEN: DISSOLUTION</b> .....	<b>19</b>
SECTION 7.1 EVENTS CAUSING DISSOLUTION .....	19
SECTION 7.2 LIQUIDATION .....	19
<b>ARTICLE EIGHT: FISCAL MATTERS</b> .....	<b>20</b>
SECTION 8.1 TITLE TO ASSETS.....	20
SECTION 8.2 ACCOUNTS.....	20
SECTION 8.3 BOOKS AND RECORDS.....	20
<b>ARTICLE NINE: MISCELLANEOUS PROVISIONS</b> .....	<b>20</b>
SECTION 9.1 AMENDMENTS AND WAIVERS.....	20
SECTION 9.2 NOTICES, APPROVALS AND CONSENTS .....	20

~~10~~  
ETW  
9/20/18

<b>SECTION 9.3</b>	<b>BINDING PROVISIONS</b> .....	21
<b>SECTION 9.4</b>	<b>APPLICABLE LAW/JURISDICTION</b> .....	21
<b>SECTION 9.5</b>	<b>ENTIRE AGREEMENT</b> .....	21
<b>SECTION 9.6</b>	<b>FURTHER ASSURANCES</b> .....	21
<b>SECTION 9.7</b>	<b>EFFECT ON CREDITORS</b> .....	21
<b>SECTION 9.8</b>	<b>CALENDAR DAYS</b> .....	21
<b>SECTION 9.9</b>	<b>SEVERABILITY</b> .....	22
<b>SECTION 9.10</b>	<b>COUNTERPARTS</b> .....	22

ATW  
9/20/18

---

THE LLC MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE MASSACHUSETTS UNIFORM SECURITIES ACT, OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT, IS PROHIBITED UNLESS THE LLC RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTEREST REPRESENTED BY THIS OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

---

**OPERATING AGREEMENT  
OF  
ATLAS MARKETPLACE AND DELIVERY LLC  
A Massachusetts Limited Liability Company**

**THIS OPERATING AGREEMENT** (the "**Agreement**") of Atlas Marketplace and Delivery LLC, a Massachusetts limited liability company (the "**Company**"), is made and entered into as of this the [20] day of September, 2018 (the "**Effective Date**"), by and between the members set forth in Schedule A, attached hereto and incorporated herein by this reference (each a "**Member**" and collectively, the "**Members**").

**R - E - C - I - T - A - L - S**

**WHEREAS**, the Company was duly formed in the Commonwealth of Massachusetts by its sole initial member, Ryan Winmill, (the "**Sponsor Member**") pursuant to a Certificate of Organization filed with the Massachusetts Secretary of State on February 23, 2018 (as amended from time-to-time, the "**Certificate**"); and

**WHEREAS**, the Sponsor Member seeks to raise capital for the growth and on-going operations of the Company (the "**Private Capital Funding**"); and

**WHEREAS**, Atlas Group IV LLC, a New Jersey limited liability company (the "**Investor Member**") seeks to participate in the Private Capital Funding (the "**Capital Investment**"); and

**WHEREAS**, in consideration of and for the Capital Investment, and upon the terms and conditions set forth in this Agreement, the Sponsor Member wishes to transfer a Membership

*Handwritten initials and date: "AV" and "9/22/18"*

Interest to the Investor Member and to admit, thereby, the Investor Member as a Member of the Company; and

**WHEREAS**, in consideration of and for the Capital Investment, and upon the terms and conditions set forth in this Agreement, the Investor Member wishes to acquire a Membership Interest in the Company and thereby become a Member of the Company.

**NOW, THEREFORE, BY THESE PRESENTS**, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE ONE: DEFINITIONS**

**Section 1.1. Definitions**

For purposes of this Agreement, the following terms and phrases shall have the meanings specified in this Article One. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires:

“Act” shall mean the Massachusetts Limited Liability Company Act, M.G.L. c. 156C, as the same may hereafter be amended.

“Adjusted Capital Account” shall mean, with respect to a Member, the balance in such Member’s Capital Account at the end of the relevant Fiscal Year, as determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

“Adjusted Capital Account Deficit” shall mean, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“Affiliate” of a specified Person means (i) any Person directly or indirectly controlling, controlled by or under common control with the specified Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of the specified Person; (iii) any officer, Manager, or partner of the specified Person; or (iv) if the specified Person is an officer, Manager, or partner, any entity for which the specified Person acts in such capacity.

“Capital Account” shall mean the account of each Member on the books of the Company as defined in Section 4.2.

*AS*  
*12/11/15*

"Capital Contribution" shall mean the cash and/or property contributed to the Company by each Member in accordance with the provisions of this Agreement.

"Cash Flow" shall mean the amount of revenues remaining after the payment of all expenses and accrued liabilities of the Company and the establishment of such reserves as the Chief Executive Officer deems advisable.

"Class" shall mean a class of Units established by the Management Committee.

"Code" shall mean the Internal Revenue Code of 1986, as now in force and as hereafter amended.

"Manager" shall mean any Person who is a member of the Management Committee of the Company at the time of reference thereto, in each such Person's capacity as a member of the Management Committee of the Company.

"Distributions" shall mean payments of cash and distributions of property by the Company to the Members pursuant to Sections 4.1 and 7.2.

"Fiscal Year" shall mean the fiscal year of the Company shall be the annual period ending on December 31.

"Incapacity" or "Incapacitated" shall mean, as to any Person, the bankruptcy, insolvency, dissolution or termination, as the case may be, of such Person. With respect to any Person who is an individual, these terms shall mean, in addition to the foregoing, the death or adjudication of incompetence or insanity of such Person.

"Membership Interest" and/or "Interest" shall mean the ownership interest (or any portion thereof) in the Company of a Member at any particular time. An Interest shall be considered personal property for all purposes.

"Majority-in-Interest of the Members" shall mean the Members who, at the relevant time, hold more than 50% of the Percentage Interest then held by all Members.

"Member" shall mean any Person who is a Member of the Company as herein provided, including any additional Member or successor Member who is hereafter admitted to the Company, in each such Person's capacity as a Member of the Company, but excluding any transferee of an Interest who has not been admitted as a Member; and "Members" means collectively the Persons who are the Members.

"Percentage Interest" shall mean the percentage assigned to each Interest, representing the relative Interests of the Members.

"Person" shall mean an individual, corporation, company, voluntary association, partnership, limited liability company, trust, unincorporated organization, or government or any agency, instrumentality or political subdivision thereof.

"Profits and Losses" shall mean the net income or loss of the Company for a Fiscal Year as determined for federal income tax purposes, including all items of Company income (including

*RETW  
9/24/14*

tax-exempt income), gain, loss, deduction, expense (including non-deductible expense) or the like. The separate terms "Profits" and "Losses" shall mean such net income or loss respectively.

**Quorum**

" shall mean a majority of the Managers, including at least one (1) Investor Manager.

**Substitute Member**" shall mean a transferee of an Interest who has been admitted as a Member.

**Transfer**" shall mean any sale, assignment, pledge, mortgage encumbrance, gift, or other disposition, or the act of effecting any of the above with respect to a Member's Units.

**Treasury Regulations**" shall mean the income tax regulations promulgated under the Code, as such regulations may be amended from time-to-time.

**Unit(s)**", or **Membership Unit(s)**" shall mean a Membership Interest with each class or series of Units conferring the respective rights, privileges, preferences, benefits, powers, duties, obligations and limitations provided in the Act and this Agreement with respect thereto. "

Other terms defined herein have the meanings so given them herein.

**ARTICLE TWO: GENERAL PROVISIONS**

**Section 2.1 Continuation of the Company**

The Members hereby continue the Company as a Massachusetts limited liability company in accordance with this Agreement and the Act.

**Section 2.2 Name and Offices**

The Company shall be conducted under the name of Atlas Marketplace and Delivery LLC. The address of the principal office of the Company shall be 45 Dan Road, Canton, Massachusetts 02021, or such other address as the Chief Executive Officer shall designate from time-to-time with notice to the Management Committee and the Members.

**Section 2.3 Purpose and Scope**

The sole purpose of the Company is to carry on a transportation and delivery business (the **Business**" and/or the **Purpose**"). Such Purpose shall include the doing of all things incident thereto or connected therewith. The Company shall not engage in any other business or activity without the consent of all Members.

**Section 2.4 Term**

The term of the Company commenced upon the filing of the Certificate and shall continue in full force and effect until dissolution in accordance with this Agreement.

**Section 2.5 Members**

A. The Investor Member is hereby admitted as a Member.

B. The Members, their addresses and their Percentage Interests are as set forth on *Schedule A* attached hereto and incorporated herein.

C. No Member shall be obligated personally, directly or indirectly, including without limitation by way of indemnification, contribution, assessment or otherwise, for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

### **Section 2.6 Management**

The Company is a manager-managed company and shall be managed by a Management Committee, except as otherwise specified herein. The Managers shall be deemed to be "Managers" as defined in and for all purposes of the Act.

### **Section 2.7 Resident/Registered Agent**

The name of the Company's resident/registered agent for service of process in Massachusetts is Corporation Service Company with an address at 84 State Street, Suite 660, Boston, Massachusetts 02109. The Chief Executive Officer may change the Company's resident agent for service of process in any jurisdiction or appoint additional resident agents for service of process in any jurisdiction from time-to-time with notice to the Management Committee and the Members.

## **ARTICLE THREE: COMPANY CAPITAL**

### **Section 3.1 Units and Classes**

A. The Units of the Company shall be divided into such Classes as may be established from time-to-time by the Management Committee.

B. As of the Effective Date there is a single Class of Units – Common Units.

### **Section 3.2 Initial Capital Contribution**

A. The Investor Member shall make an initial Capital Contribution in cash in the amount of \$1,000,000. Such Capital Contribution shall be due in two equal payments of \$500,000, the first of which shall be due upon execution hereof, and the second of which shall be due upon a written request from the Chief Executive Officer to the Investor Member. In exchange for such Capital Contribution, the Investor Member is hereby issued Units set forth on *Schedule A*. In addition, the Investor Member agrees to make a loan to the Company, upon execution and delivery of this Agreement by all Members, in the original principal amount of \$500,000 and otherwise upon the terms and conditions set forth in a Secured Promissory Note from the Company to the Investor Member in the form attached as *Exhibit A*.

B. The Sponsor Member shall not be required to make an initial Capital Contribution.

### **Section 3.3 Company Capital**

Except as may be specifically provided for in this Agreement: (a) no Member shall be paid interest on such Member's Capital Contribution or on such Member's Capital Account; (b) no

Member shall have the right to withdraw such Member's Capital Contribution or Capital Account or to receive any return of any portion of such Member's Capital Contribution or Capital Account; and (c) under circumstances requiring a return of any Capital Contribution or Capital Account, no Member shall have the right to receive property other than cash.

#### **ARTICLE FOUR: DISTRIBUTIONS AND ALLOCATIONS**

##### **Section 4.1 Distributions during the Term**

A. The Members acknowledge that, in lieu of distributing Cash Flow, the Company intends to reinvest Cash Flow in the Company's business, and/or use Cash Flow to repay debt or for working capital. Accordingly, all Members acknowledge and agree that, except as set forth in Section 4.1.B and except as otherwise determined with the consent of a Majority-in-Interest of the Members, the Company shall not make periodic Distributions. In the event that a Majority-in-Interest of the Members determines to distribute any Cash Flow, such Distributions shall be made to the Members *pro rata*, in accordance with their respective Percentage Interests.

B. Notwithstanding the provisions of Section 4.1.A, to the extent that the Company has sufficient Cash Flow, the Company shall distribute to each Member, within ninety (90) days after the end of each Fiscal Year, an amount equal to such Member's Member Tax Liability (as defined below) as of the end of such Fiscal Year. To the extent that the Company lacks sufficient Cash Flow to make a Distribution equal to the full amount of the Members' aggregate Member Tax Liabilities as of the end of any Fiscal Year, (1) within ninety (90) days after the end of such Fiscal Year, the Company shall make a Distribution of the total amount of Cash Flow to the Members in proportion to their respective Member Tax Liabilities, and (2) within thirty (30) days after any additional Cash Flow becomes available, the Company shall make a Distribution of all such Cash Flow to the Members in proportion to their respective Member Tax Liabilities until the Member Tax Liabilities of all Members are paid in full. "Member Tax Liabilities" shall mean an amount sufficient to pay all federal, state, and local taxes on the profits of the Company (net of any losses) that pass through the Company under the applicable provisions of the Code. The total amount required to be distributed to each Member shall be no less than forty-percent of the taxable income attributable to each Member under this Article Four. All determinations regarding the availability and sufficiency of Cash Flow, pursuant to this Section 4.1.B shall be made by the Chief Executive Officer, subject to approval by 70% of the Managers.

C. Upon dissolution of the Company, all assets of the Company shall be paid out in accordance with Section 7.2.B.

##### **Section 4.2 Capital Accounts**

A separate capital account shall be maintained and shall be determined, on any particular day, for each Member in the manner set forth in Code Section 704(b) and the Treasury Regulations issued thereunder.

##### **Section 4.3 Allocation of Profits and Losses**

A. *General.* Except as provided in paragraphs B, C and D of this Section 4.3, Profits and Losses for any Fiscal Year shall be allocated among the Members *pro rata* in accordance with their respective Percentage Interests.



~~RTW~~  
RTW  
9/20/19

**B. *Qualified Income Offset.*** If, at the end of any Fiscal Year, any Member has a deficit balance in such Member's Capital Account that is in excess of the sum of (A) such Member's share of minimum gain (as defined in, and determined in accordance with, Treasury Regulation Section 1.704-2(g)) plus (B) the aggregate amount of all Company obligations with respect to which such Member bears the burden (whether under the provisions of the Act, this Agreement or other arrangements, such as guarantees, indemnifications or non-recourse loans to the Company -- all as determined in accordance with the Treasury Regulations issued under Code Sections 752 and 704(b)) of an economic loss over and above such Member's Capital Contribution, then such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible. This Section 4.3.B is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Treasury Regulations promulgated under Code §704(b).

**C. *Minimum Gain Chargeback.*** If, during any Fiscal Year, there is a net decrease in any Member's share of minimum gain, and if, under the "minimum gain chargeback" rule set forth in Treasury Regulation Section 1.704-2(f), such decrease requires a special allocation of Company income and gain to such Member, then such Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) to the extent (and only to the extent) required by such "minimum gain chargeback" rule.

**D. *Contributed Property and Book-Ups.*** In accordance with Code §704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code §704(c) and the Regulations thereunder.

**E. *Guaranteed Payments.*** It is the intent of the Members that all compensation paid to the Members or their affiliates for services rendered to the Company, including the compensation to be paid to the Chief Executive Officer pursuant to Section 5.4 and the fees to be paid to the Managers pursuant to Section 5.6, shall be treated as compensation paid to the Members in their capacity as other than Members within the meaning of Code §707(a) or as guaranteed payments under Code §707(c), and shall be fully deductible by the Company. To the extent any such compensation paid to any Member or its affiliate is determined by the Internal Revenue Service to be neither a guaranteed payment nor a payment to such Member in its capacity as other than a Member, then such Member shall be specially allocated gross income of the Company in an amount equal to the amount of such compensation, and such Member's Capital Account shall be adjusted to reflect the payment of that compensation.

#### **Section 4.4 Other Tax and Accounting Matters**

**A.** The Chief Executive Officer shall prepare or cause to be prepared, at the Company's expense, the tax returns (federal, state and local, if any) of the Company for each Fiscal Year within the time prescribed by law.

*Handwritten initials/signature in blue ink.*

**B.** All decisions as to accounting matters and all elections required or permitted to be made by the Company for federal income tax purposes or otherwise, including selecting methods of depreciation and choosing to make an election under Section 754 of the Code, shall be determined or made by the Chief Executive Officer in consultation with the Company's accountants.

**C.** Unless and until he becomes Incapacitated or another partnership representative is appointed by the Members, the Sponsor Member shall serve as the "partnership representative" of the Company.

**D.** In the event of any "final partnership adjustment" occurring under the procedures of the 2015 Budget Act, the Company shall timely elect to utilize the alternative procedure described in Section 6226 of the Code (as modified by the 2015 Budget Act), and the "partnership representative" shall provide the Internal Revenue Service and each affected Member with such information as required by such Section 6226 and any Treasury Regulations promulgated thereunder. Each Member agrees to cooperate with the Company in utilizing the procedures under Section 6226 of the Code, whether or not such person is a Member at the time of a final partnership adjustment, including by filing such returns and amended returns and paying such taxes, interest and penalties as are required in connection with such final partnership adjustment. Each Member hereby agrees to indemnify and hold harmless the Company and all other Members from and against any income taxes, interest and/or penalties and other costs and expenses (including, without limitation, reasonable attorneys' and expenses) that the Company or the other Members incur as a result of the failure of such Member to cooperate with the Company as required by this Section 4.4.D.

**ARTICLE FIVE: MANAGEMENT OF THE COMPANY**

**Section 5.1 Management and Control of the Company**

The Company shall be managed by the Management Committee who, subject to the consent of the Members where required by this Agreement, shall have full and exclusive rights to manage and control the business and affairs of the Company and make all decisions regarding the Company's Business.

**Section 5.2 Appointment, Resignation and Removal of Managers**

**A.** The Management Committee shall be formed in accordance with the following terms: (i) the Management Committee shall consist of no fewer than three (3) and no more than five (5) Managers; (ii) the Sponsor Member shall designate and appoint no fewer than two (2) and no more than three (3) Managers (the "**Sponsor Managers**") and the Investor Member shall designate and appoint no fewer than one (1) and no more than two (2) Managers (the "**Investor Managers**"); and (iii) each Manager shall serve for a term of two (2) years, and shall automatically be appointed for successive two-year terms, unless and until replaced, pursuant to Section 5.2.C-E below.

**B.** As of the Effective Date, the Sponsor Member hereby designates and appoints Ryan Winmill, Jason Winmill and Carlo Boccia as the Sponsor Managers. Additionally, the Investor Member hereby designates and appoints Sara Tirschwell and Dennis Bermack as the Investor Managers. Notwithstanding the foregoing, if the consent of the Managers is required with

respect to any matter and if Sara Tirschwell is required to recuse herself as the result of a conflict of interest with respect to such matter, then the Members hereby agree that Richard Gilder III may vote on such matter (and only such matter) in Sara Tirschwell's place (and he shall be considered part of the Quorum for such matter).

12/20  
9/20/18

C. Except as provided in Section 5.2.E, a Manager may be removed as a Manager only with the consent of the Member who designated such Manager (and upon such removal, only the Member who designated such Manager may designate a successor Manager).

D. A Manager may not voluntarily resign, retire, abandon or otherwise terminate such Manager's status as a Manager of the Company (each, a "**Resignation**") except upon not less than thirty (30) days' express written notice to the Member who designated and appointed said resigning Manager.

E. A Manager shall be automatically removed: (i) upon his/her Incapacity; or (ii) upon a final adjudication by a court of competent jurisdiction in which it is affirmatively determined that such Manager has committed gross negligence, willful misconduct, fraud, a material breach of this Agreement or a breach of his or her fiduciary duties to the Company. In addition, a Manager may be removed with the unanimous consent the Management Committee (not including the Manager whose removal is the subject of said consent), if such consenting Managers determine, reasonably and in good faith, that the Company's association with the Manager being removed is likely to affect the Company's reputation or the value of the Company or its assets in a materially adverse manner. If any Manager is so removed, the Member that appointed him or her shall have the right to designate a replacement of said removed Manager.

**Section 5.3 Action of Management Committee**

A. Except as otherwise expressly provided herein, all decisions made or actions taken by the Management Committee, including any consents required herein, shall require the consent of a majority of the Managers on the Management Committee. Such consent may be given at a duly held meeting of the Management Committee at which a Quorum is present, or pursuant to a written consent executed by the percentage of Managers whose consent is required for the particular matter. The minimum percentage of Managers whose consent is required for any matter to be considered at a meeting, present in person or by conference telephone, shall be not less than a Quorum for the purposes of any such meeting.

B. The Management Committee may, but shall not be required to, hold meetings on a quarterly basis. Quarterly meetings of the Management Committee, if any, shall be called by the Chief Executive Officer in his discretion. The Chief Executive Officer may also call special meetings of the Management Committee from time-to-time, and shall call a special meeting upon the request of at least two (2) Managers, not less than one (1) of which shall be an Investor Manager. Any meetings of the Management Committee may only be called upon express written notice of said meeting, which may be delivered by electronic mail, at least two (2) business days prior to said meeting, which notice may be waived by a Manager in writing or which shall be deemed waived by any Manager who attends said meeting without protesting the lack of said notice at or prior to commencement of the meeting..

**Section 5.4 Chief Executive Officer**

*Handwritten initials and date: RW 9/24/18*

**A.** Subject to the oversight of the Management Committee, Ryan Winnill is hereby appointed as the Chief Executive Officer of the Company. The Chief Executive Officer shall have the power and authority to manage, in the ordinary course of its business, the day-to-day operations of the Company. Such appointment shall include full power and authority to take all actions necessary or desirable to implement the business plan of the Company, including, without limitation, the power and authority to:

- (i) hire, fire, and evaluate all employees of the Company and, subject to Section 5.4.B.(iii), set the compensation and benefits payable to such employees; and
- (ii) enter into a transaction – including purchasing or selling an asset, expending funds, committing to a contract, mortgage, guarantee or indemnity, or commencing or settling litigation – where the amount involved does not exceed \$100,000 or is expressly set forth in an approved budget.

**B.** The Chief Executive Officer shall not, without the prior written consent of the Management Committee, enter into any transaction or take any other action outside of the ordinary course of the Company's Business. Said transaction or action shall include, without limitation:

- (i) any transaction -- including: purchasing or selling an asset, expending funds, committing to a contract, mortgage, guarantee or indemnity, or commencing or settling litigation -- where the amount involved exceeds \$50,000, unless expressly set forth in an approved budget; or
- (ii) approve any compensation package for any Company employee, whose annual compensation (inclusive of any bonuses) exceeds \$100,000.

Additionally, the following transactions shall require the consent of not less than a Quorum of the Management Committee:

- (i) approving a business plan or budget for the Company;
- (ii) approving the purchase or sale of any asset or company in exchange for an amount that exceeds \$100,000;
- (iii) incurring any indebtedness in excess of \$100,000, in the aggregate (other than trade debt incurred in the ordinary course of business or the loan to be made by the Investor Member pursuant to Section 3.2.A);
- (iv) raising additional capital through any event that requires the issuance of new or additional Units;
- (v) issuing additional Units, except as permitted by *Exhibit A*, that certain Advisor Agreement among Atlas Group IV LLC, Proximum, LLC, and Richard Gilder III, dated September 20, 2018, and Sarah Tirschwell's employment agreement(s) with the Company;
- (vi) dissolving the Company or merging or consolidating the Company with any other Person; or

*EW*  
*9/18/20*

- (vii) selling all or substantially all of the Company's assets;
- (viii) creating subsidiaries or affiliates; and/or
- (ix) acquiring any other business entity, in whole or in part.

All transactions requiring the consent of the Management Committee shall be evidenced by written documentation that has been reviewed and approved by the Company's counsel.

**C.** The Chief Executive Officer shall be paid compensation for rendering services to the Company and overseeing the day-to-day operation of the Business. Said compensation shall be at market rate, as determined by the Management Committee, and shall consist of an annual base salary, payable in equal bi-weekly installments, plus a bonus. Said initial base salary shall be \$250,000 (the "Base Salary"), plus bonuses as determined by the Management Committee (the "CEO Bonuses"). Adjustments and/or modifications to the Base Salary and CEO Bonuses shall be determined annually by the Management Committee, or a compensation committee designated thereby (the "Compensation Committee"). If the Management Committee shall delegate the annual evaluation of the Base Salary and CEO Bonuses to the Compensation Committee, then said Compensation Committee shall be comprised of one (1) Investor Manager and two (2) Sponsor Managers (and said Sponsor Managers shall not include the Chief Executive Officer if said Chief Executive Officer is a then current Manager). The initial Compensation Committee shall be comprised of Dennis Bermack, Jason Winnill and Carlo Boccia. The Compensation Committee may only act by unanimous consent.

**D.** If the Chief Executive Officer personally incurs costs or expenses that are properly chargeable to the Company, and if the Chief Executive Officer timely submits an expense report detailing said costs or expenses, including any and all receipts and supporting documentation of and for said costs and expenses, then the Chief Executive Officer shall be promptly reimbursed by the Company for said costs and expenses. Without limiting the generality of the foregoing, the Chief Executive Officer shall be entitled to the reimbursement of up to \$15,000.00 in expenses incurred prior to the Effective Date and subject to documentation of said expenses reasonably acceptable to the Management Committee.

**E.** For as long as the Investor Member is a Member, the Company shall use its commercially reasonable best efforts to purchase and maintain (at the Company's expense) at least \$3,000,000.00 of key-man life insurance on the life of the Chief Executive Officer. The beneficiary of said key-man insurance shall be the Company. In the event of the death of the Chief Executive Officer, the Investor Member shall receive a special distribution in the amount of fifty percent (50%) of the proceeds actually received by the Company from said key-man policy (and any taxable income realized by the Company on the receipt of the Investor Member's share of the proceeds shall be specially allocated to the Investor Member).

**F.** The Chief Executive Officer may be removed, by the unanimous affirmative vote of the Managers (excluding the Chief Executive Officer, if he or she is a then current Manager). Said removal shall only be authorized in the event of any of the following: (i) a material breach of this Agreement, which breach shall continue uncured for thirty (30) days after the giving of written notice of said breach, specifying the nature of such breach, to the Chief Executive Officer by a Member or a Manager; (ii) fraud, gross negligence, or willful misconduct on the part of the Chief Executive Officer in management of the Business and/or affairs of the Company; (iii) bankruptcy

ATW  
7/22/18

of the Chief Executive Officer; or (iv) failure by the Company to achieve 70% of projected revenues for any given Fiscal Year, as determined by the Management Committee, prior to the start of the next Fiscal Year. The removal of the Chief Executive Officer resulting from any of the foregoing events shall not affect his or her rights as a Member, and shall not constitute a withdrawal of the Chief Executive Officer as a Member.

### **Section 5.5 Execution of Documents/Certificates**

A. Every agreement, contract, deed, license, lease, mortgage, promissory note and/or other document or instrument executed by the Chief Executive Officer (or by any Person designated by the Management Committee) (each an "**Instrument**" and collectively, the "**Instruments**") shall be sufficient to bind the Company and shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof: (i) the Company was in existence, and (ii) this Agreement had not been terminated, canceled or amended in any manner so as to restrict the authority of the Chief Executive Officer and/or the Management Committee (except as shown in the Certificate).

B. Any Person dealing with the Company may rely upon a certificate signed by the Chief Executive Officer as to:

- (i) the identity of the Members and the Managers;
- (ii) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Company or the Managers or are in any other manner germane to the affairs of the Company;
- (iii) the Person who is authorized to execute, acknowledge and deliver any Instrument of or on behalf of the Company;
- (iv) the fact that the consent of the Management Committee or the Members to any action has been obtained; or
- (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member or Management Committee.

### **Section 5.6 Compensation of the Management Committee**

A. Each Investor Manager shall be paid a fee in the amount of \$3,000.00 per month in consideration of his or her services to the Company as a Manager (the "**Investor Manager Fee**"). From and after July 1, 2019, each Sponsor Manager (other than the Chief Executive Officer if he is a then current Manager) shall be paid a fee in the amount of \$3,000.00 per month in consideration of his or her services to the Company as a Manager (the "**Sponsor Manager Fee**"). The Investor Manager Fee and the Sponsor Manager Fee are collectively referred to herein as the "**Manager Fee**". Subject to and contingent upon the affirmative consent of the Management Committee, the Manager Fee due and payable to each Manager shall be increased to \$4,000.00 per month following twenty-four (24) months of continuous service as a Manager by such Manager. The Company shall also reimburse each Manager for reasonable out-of-pocket expenses incurred in connection with his or her service as Manager, including travel costs

*RW  
9/20/14*

but excluding incidental costs (e.g., postage, telephone services, etc.), provided that all such expenses are supported by documentation reasonably acceptable to the Management Committee.

**B.** Upon the sale, lease, transfer or other disposition, in a single transaction or series of related transactions, by the Company of all or substantially all of the assets of the Company (a "Sale of the Company"), each Manager (including the Chief Executive Officer if then a current Manager along with any other Manager who is then an employee of the Company) will receive a sale fee in an amount equal to (i) three percent (3%) of the net amounts received resulting from a Sale of the Company after deducting (a) all costs and expenses of the Company directly related to the Sale of the Company, (b) the amount (if any) to discharge all debts of the Company required to be paid as a result of the Sale of the Company, and (c) any reasonable reserves that are required for the fixed, contingent or future liabilities or obligations of the Company (such amounts, the "Sale Proceeds") divided by (ii) the total number of Managers (the "Sale of Company Fee"). Such Sale of Company Fee shall be payable at the closing of the Sale of the Company and out of the proceeds of such sale prior to the distribution of the remaining Sale Proceeds to Members in accordance with their respective Percentage Interests; provided, however, that if the Sale Proceeds are payable in installments or otherwise deferred, the Sale of Company Fee shall be paid as and when each installment is received by the Company.

**C.** The Members shall have no personal liability whatsoever on account of the provisions of this Section 5.6.

**Section 5.7 Authority to Deal with Affiliates; Other Interests**


**A.** The Company may, for, on behalf and in the name of the Company enter into such agreements, contracts or the like with any Manager, Member or Affiliate of any Manager or Member to undertake and carry out the business of the Company as if each such Manager, Member or Affiliate were an independent contractor; and the Company may pay reasonable compensation for and on account of any such services. Without the unanimous consent of the Management Committee, the Company shall not accept any terms in connection with such arrangements that are any less favorable to the Company than are available from others on an arm's-length basis in the same geographic area.

Nothing contained in this Agreement shall prevent any Member from engaging in or possessing an interest in other business ventures, including business ventures that are or may be directly or indirectly competitive with the Company's Business. No Manager shall engage in or possess an interest in any business that is directly or indirectly competitive with the Company, provided that such restriction shall not apply to Ryan Winmill or Carlo Boccia.

**B.** Neither the Company nor any Member shall have any rights in or to any income or profits derived by any other Member from any Persons and any arrangements, agreements and ventures authorized and permitted by this Section 5.7.

**Section 5.8 Liability and Indemnification of the Management Committee**

**A.** No Manager shall be liable for the debts, obligations or liabilities of the Company, including, without limitation, by way of indemnification, contribution, assessment or otherwise, whether arising in contract, tort or otherwise, solely by reason of acting as a Manager of the Company.

  
ETW  
9/20/17

**B.** No Manager (including the Chief Executive Officer, if he is a Manager) shall be liable, responsible, or accountable in damages or otherwise to any Member or the Company for, and the Company shall indemnify the Managers against and save each Manager harmless from, any damage or expense (including reasonable attorneys' fees and expenses) incurred by reason of any act or omission performed or made by any Manager on behalf of the Company or the Members; *provided however*, that, in the case of an act or omission of a Manager: (i) such act or omission was performed or made by such Person in good-faith and in a manner reasonably believed by such Person to be both within the scope of the authority granted to such Person by this Agreement and in the best interests of the Company or the Members; (ii) such act or omission did not constitute gross negligence or willful misconduct on the part of such Person; and (iii) the satisfaction of any indemnification shall be from, and limited to, the Company's assets. The Members shall not have any personal liability whatsoever on account of the provisions of this Section 5.8.

## ARTICLE SIX: TRANSFER OF A MEMBER'S INTEREST

### **Section 6.1 Transfer of Interest by a Member**

**A.**

Before a Member may Transfer its Interest such Member ("**Transferring Member**") shall first offer its Interest to the other Member ("**Other Member**"), on the same terms and conditions as are offered by the proposed purchaser of Transferring Member's Interest. The Other Member shall then have thirty days during which to accept the third-party offer. If the Other Member does not accept said offer within said period, the Transferring Member shall be free to accept the third-party offer. If the Transferring Member does not enter into an agreement with the third-party on said terms and conditions and close the transaction within ninety days, Transferring Member's right to Transfer the Interest to the third-party shall expire, and the procedure described in this Section shall again be applicable.

**B.** Notwithstanding any other provision to the contrary contained in this Agreement, all rights hereunder to Transfer an Interest are subject to such rights of approval as may be granted from time-to-time by the Company to any third party.

**C.** The Company need not recognize for any purpose any purported Transfer of all or any portion of an Interest unless there shall have been filed with the Company a written and dated notice of such Transfer, executed and acknowledged both by the transferor Member and the Person to whom the Interest was Transferred, which notice shall (i) contain all of the terms and provisions of the agreement relating to such Transfer and (ii) represent that such Transfer was made in accordance with all applicable laws and regulations and this Agreement. Any Transfer that is recognized by the Company pursuant to the foregoing provisions of this Section 6.1.C shall be deemed effective with respect to this Agreement on the first day of the calendar month following the date such notice is filed with the Company.

**D.** Any Transfer or attempted Transfer of an Interest in contravention of the provisions of this Section 6.1 shall be void and of no force and effect.



9/20/18  
RW

E. A transferee of an Interest who is not admitted as a Member shall be subject to all of the restrictions set forth in this Article Six with respect to such Interest to the same extent as if such transferee was a Member.

**Section 6.2 Substitute Members/Transferees**

A. A transferee of an Interest shall be admitted as a Member in place of the transferor Member with respect to such Interest, and therefore shall become a "**Substitute Member**" only with the consent of the Management Committee.

B. No Person shall become a Substitute Member unless such Person shall have (i) become a party to, and adopted all of the terms and conditions of, this Agreement, and (ii) satisfied the requirements of Section 6.1. For the purposes of Article Four, a Person shall be treated as having become, and as appearing in the records of the Company as, a Member on such date as the Transfer to such Person is deemed effective pursuant to Section 6.1.C.

C. The rights and obligations of any Substitute Member shall be determined by reference to the rights and obligations of the transferor Member under this Agreement, except that in the case of a transferor Member who is also a Manager, the Substitute Member shall not become a Manager of the Company unless expressly appointed as a Manager in accordance with Section 5.2.

D. An assignee of an Interest who is not admitted as a Member shall have only the right to receive distributions and allocations of Profits and Losses to which the transferor Member was entitled, but shall not have any other rights whatsoever, including without limitation, any voting or consent rights.

**Section 6.3 Drag Along Provisions**

A. Obligation to Participate. If a Majority of the Managers (or a Majority in Interest of the Members, as the case may be) approves the sale of all of their Membership Interests, merger of the Company, or sale of substantially all of the assets of the Company not in the ordinary course of business other than a transfer otherwise permitted under this Article (an "**Approved Sale**"), then each of the Members shall, subject to Section 6.3(B) below; (i) consent to, vote for and raise no objections against the Approved Sale; (ii) waive dissenters', appraisal and similar rights that he may have, if any, with respect thereto; and (iii) if the Approved Sale is a sale of Membership Interests, agree to sell all of his Membership Interests on the terms and conditions of the Approved Sale. Each Member shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including the execution of such agreements and instruments and other actions reasonably necessary to (a) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale, and (b) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

B. Satisfaction of Conditions. The obligations of each Member pursuant to this Section 6.3 are subject to the satisfaction of the following conditions:

- (i) upon the consummation of the Approved Sale, all Members shall receive their proportion of the aggregate consideration from such Approved Sale; and

ATW  
1/2/16

(ii) if any of the Managers are given an option as to the form and amount of consideration to be received with respect to any portion of his Membership Interests (e.g., cash, equity of the acquirer), then the other Members shall be given the same option; and

(iii) no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale (excluding modest expenditures for postage, copies, etc.), and no Member shall be obligated to pay more than his pro rata share of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party (costs incurred by or on behalf of a Member for such Member's sole benefit will not be considered costs of the transaction hereunder); and

(iv) in the event that the Members are required to make any representations or indemnities in connection with the Approved Sale (other than representations and indemnities concerning each Member's valid ownership of such Member's Membership Interests, free of all claims and encumbrances (other than those arising under applicable securities laws), and each Member's authority, power and right to enter into and consummate such Approved Sale without violating any other agreement), then such Member shall not be liable for indemnity for more than the total purchase price received by him for his Membership Interest.

C. Successors. It is acknowledged and agreed that all references to "Member" in this Section 6.3 shall apply to any successor owner of any such Member's Membership Interest in the Company.

#### **Section 6.4 Tag Along Provisions**

A. Right to Participate. If a Majority of the Managers (or a Majority in Interest of the Members, as the case may be) proposes to enter into an Approved Sale, then each of the Members shall have the right, subject to Section 6.4(b) below, to participate in any such Approved Sale and sell all of his Membership Interests on the terms and conditions of the Approved Sale. The Managers shall, at least thirty (30) days prior to such proposed Approved Sale, deliver to the Members a written notice (the "Tag Along Notice") that states the price to be paid, describes the terms and conditions of the Transfer, and identifies the proposed transferee and its ultimate owners. Upon receipt of the Tag Along Notice, each Member may, by giving written notice to the Managers not later than ten (10) business days following receipt of the Tag Along Notice of his election to participate, participate in such Approved Sale on the same price, terms and conditions to be received by the Managers. If a Member chooses to participate in any such Approved Sale, he shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including the execution of such agreements and instruments and other actions reasonably necessary to (A) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale and (B) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

B. Satisfaction of Conditions. The rights of each Member pursuant to this Section 6.4 are subject to the satisfaction of the following conditions:

BW  
4/20/18

- (i) Upon the consummation of the Approved Sale, all Members shall receive their proportion of the aggregate consideration from such Approved Sale; and
- (ii) Each Member shall be responsible for his *pro rata* share of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party (costs incurred by or on behalf of a Member for such Member's sole benefit will not be considered costs of the transaction hereunder).

C. Successors. It is acknowledged and agreed that all references to "Member" in this Section 6.4 shall apply to any successor owner of any such Member's Membership Interest in the Company.

**Section 6.5 Withdrawal**

No Member may withdraw as a Member of the Company except with the consent of the Board of Directors.

**ARTICLE SEVEN: DISSOLUTION**

**Section 7.1 Events Causing Dissolution**

- A. The Company may only be dissolved upon a unanimous affirmative vote of the Members.
- B. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the Certificate has been canceled and the Company's assets have been sold and/or distributed as provided in Section 7.2.

**Section 7.2 Liquidation**

- A. Upon dissolution of the Company, unless otherwise directed by the Management Committee, the Chief Executive Officer shall cause the assets of the Company to be sold in accordance with reasonable business judgment, in an effort to obtain the best prices for such assets, and the Chief Executive Officer shall cause the cancellation of the Certificate. Pending such sales, the Chief Executive Officer shall have the right to continue to operate and otherwise deal with such assets in accordance with this Agreement.
- B. In settling accounts after dissolution, the remaining assets of the Company shall be paid out in the following order:
  - (i) *first*, to creditors (including, without limitation, Members and affiliates of Members as creditors) in the order of priority provided for by law;
  - (ii) *second*, to establish any reserves that the Management Committee determines are reasonably necessary for any unpaid, future, or contingent liabilities or obligations of the Company, including but not limited to final accounting and tax reports; and
  - (iii) *thereafter*, to the Members, if any, with positive balances in their respective Capital Accounts, to eliminate and in proportion to such positive balances.

BT  
9/22/18

If and when the Management Committee determines that any reserves retained by the Company in accordance with clause (ii) above are no longer necessary, such reserves shall be promptly distributed to the Members in accordance with clause (iii) above.

**ARTICLE EIGHT: FISCAL MATTERS**

**Section 8.1 Title to Assets**

All assets of the Company shall be held in the name of the Company.

**Section 8.2 Accounts**

The funds of the Company shall be deposited in the name of the Company in such bank, brokerage, investment or other account or accounts as shall be designated from time-to-time by the Chief Executive Officer, and withdrawals therefrom shall be made upon the signature of the Chief Executive Officer and such other Persons as may be designated by the Management Committee from time-to-time.

**Section 8.3 Books and Records**

A. The Chief Executive Officer shall maintain, or cause the maintenance of, complete and accurate books of account for the Company, in which shall be entered, fully and accurately, each and every transaction of the Company.

B. The books and records of the Company, a list of the names and addresses and Interests of all Members, and a true, accurate and current copy of the Certificate shall be maintained by the Company and shall be available to the Members and their duly authorized representatives for inspection and copying at any and all reasonable times.

C. Any Member, or such Member's duly authorized representatives, shall be entitled for any proper purpose to a copy of the list of names and addresses and Interests of the Members.

**ARTICLE NINE: MISCELLANEOUS PROVISIONS**

**Section 9.1 Amendments and Waivers**

Amendments to this Agreement may be made, and any provision of this Agreement may be waived, from time-to-time only with the consent of the Members holding at least ninety percent (90%) of the Percentage Interests of the Company.

**Section 9.2 Notices, Approvals and Consents**

A. Unless otherwise provided herein, all notices, approvals, consents, requests therefor, elections or other communications hereunder shall be in writing and signed by the party giving the same and shall be delivered by personal delivery, by first class, certified mail (postage prepaid), or by recognized overnight delivery service (fees prepaid) -- in each case to the Members at the addresses referred to below or at such other addresses as such Members may designate by notice to the Company:

 9/22/18  
RTW

(iv) if to the Company, at the address of the principal office of the Company as set forth in Section 2.2; and

(v) if to a Member, at such Member's address set forth on *Schedule A* or to such other address or addresses as may be designated by notice from such Member.

Notices, approvals, consents, requests therefor, elections and other communications hereunder shall be deemed to have been given (i) when personally delivered, (ii) three (3) business days after being placed in the mails, or (iii) one (1) business day after being placed with a recognized overnight delivery service.

**B.** Except as expressly otherwise set forth in this Agreement, any consent or approval called for or required in this Agreement may be withheld in the absolute discretion of the party from whom such consent or approval is sought.

### **Section 9.3 Binding Provisions**

The covenants and agreements contained herein shall be binding upon and shall inure to the benefit of the personal representatives, legal representatives, heirs, executors, administrators, successors and, subject to the provisions hereof, the assigns of the respective Members.

### **Section 9.4 Applicable Law/Jurisdiction**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. The state and federal courts sitting in the Commonwealth of Massachusetts shall have exclusive jurisdiction to decide any matter or controversy arising out of or in connection with this Agreement.

### **Section 9.5 Entire Agreement**

Except as otherwise expressly set forth in this Agreement, this Agreement constitutes the entire agreement among the Members with respect to the specific terms contained herein. This Agreement supersedes any prior agreement or understanding among the Members with respect to the specific terms contained herein, and may not be modified or amended in any manner other than as set forth herein.

### **Section 9.6 Further Assurances**

The Members shall execute, acknowledge and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

### **Section 9.7 Effect on Creditors**

Except to the extent required under the Act, none of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditor of the Company, other than a Member or any affiliate of a Member as a creditor.

### **Section 9.8 Calendar Days**

ETW  
9/20/18

All references to a "day" or to "days" hereunder in the context of determining a period of time for any purpose shall refer to calendar days unless otherwise expressly indicated.

**Section 9.9 Severability**

If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

**Section 9.10 Counterparts**

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**(signatures on following page)**

**IN WITNESS WHEREOF**, the Members have set their Hands and Seals upon this the Operating Agreement of Atlas Marketplace and Delivery LLC, as of the Effective Day first above written.

**MEMBERS:**

  
\_\_\_\_\_  
Ryan Winmill

**ATLAS GROUP IV LLC**, a New Jersey limited liability company

**By:** Canadian Woods Enterprises LLC, a New Jersey limited liability company

**Its:** Manager

  
\_\_\_\_\_  
**By:** Dennis Bermack  
**Its:** Manager

*Done  
9/20/18*

**SCHEDULE A  
MEMBER INFORMATION**

The names, addresses, and Percentage Interests of the Members are as follows:

**Total Membership Units: 10,000,000**

<u>Name and Address</u>	<u>Total Membership Units</u>	<u>Percentage Membership Interest</u>
Ryan Winmill 10307 Saddleview Court Vienna, VA 22182	6,000,000	60%
Atlas Group IV LLC c/o Canadian Woods Enterprises LLC 59 West Canadian Woods Road Manalapan, NJ 07726	4,000,000	40%





## OPERATING AGREEMENT CONFIDENTIALITY STATEMENT

### PLYMOUTH ARMOR GROUP

**SUBJECT: REQUEST TO KEEP OPERATING AGREEMENT CONFIDENTIAL FOR  
PERSONAL SAFETY AND HIGH RISK CONCERNS**

To Whom it May Concern,

Attached is the operating agreement for Atlas Marketplace and Delivery LLC, dba Plymouth Armor Group and our request that this document be maintained as "CONFIDENTIAL" and not posted nor shared with any third parties or the public for security reasons. As the leading armored cash transporter for the cannabis industry in the state of Massachusetts, some information in this agreement could compromise the safety of our employees and owners. To be clear, we have moved over \$300M in cannabis cash within Massachusetts and there is a need to safeguard our personal protection. Therefore, we are asking that this document nor the names be posted, released, or shared with anyone outside your office to ensure the utmost safety and security for our staff, employees, owners, and clients.. If you have any questions or concerns please feel free to reach me directly at 202-441-9348 or by email, at [ryan@plymoutharmorgroup.com](mailto:ryan@plymoutharmorgroup.com)

Respectfully,

*Ryan Winmill*

Ryan Winmill  
CEO

[ryan@plymoutharmorgroup.com](mailto:ryan@plymoutharmorgroup.com)

---

OPERATING AGREEMENT

OF

ATLAS MARKETPLACE AND DELIVERY LLC

A Massachusetts Limited Liability Company

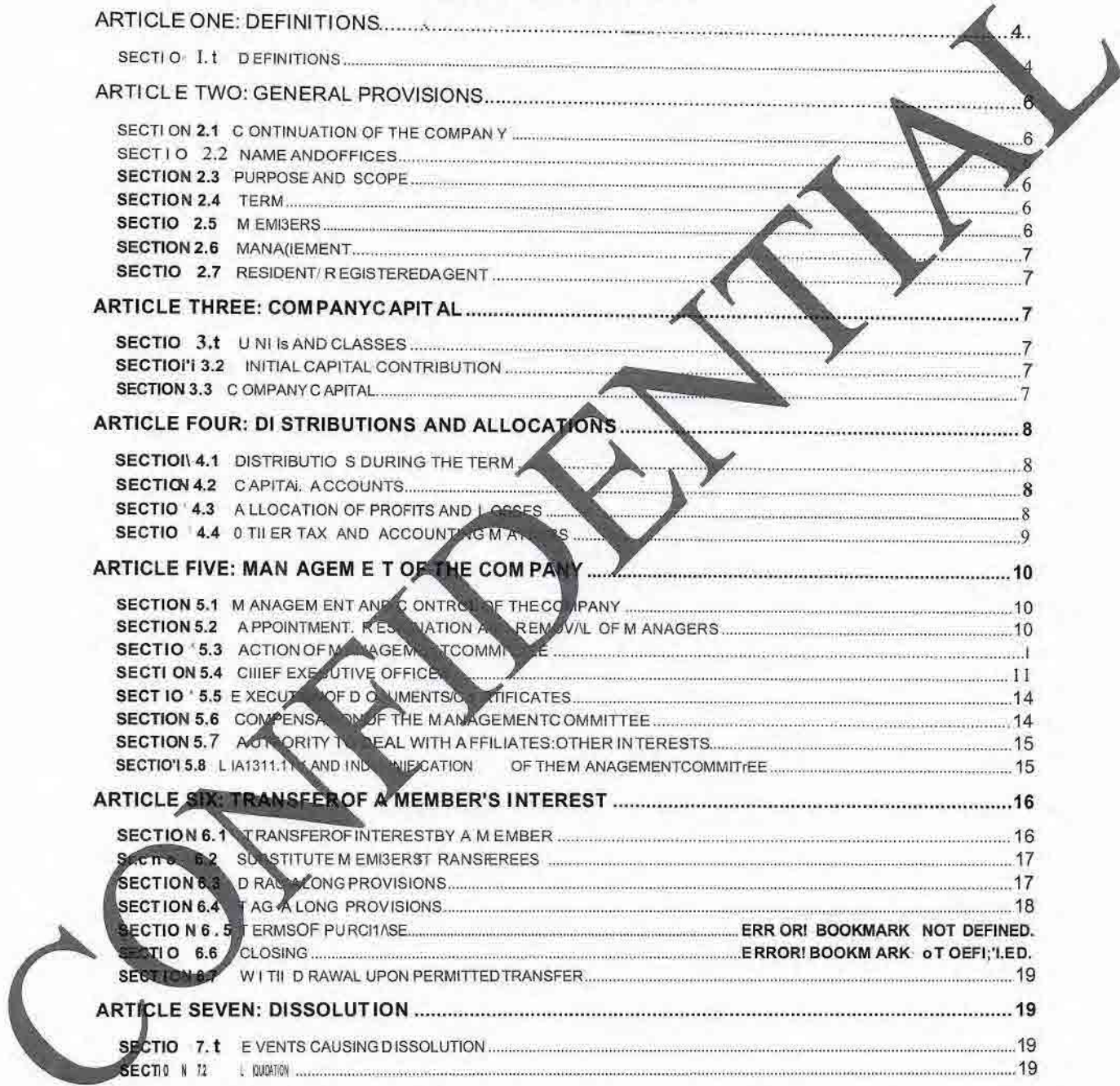
---

CONFIDENTIAL

*Handwritten initials and date:*  
A  
9/22/18

## TABLE OF CONTENTS

<b>ARTICLE ONE: DEFINITIONS</b> .....	4
SECTION 1.1 DEFINITIONS.....	4
<b>ARTICLE TWO: GENERAL PROVISIONS</b> .....	6
SECTION 2.1 CONTINUATION OF THE COMPANY.....	6
SECTION 2.2 NAME AND OFFICES.....	6
SECTION 2.3 PURPOSE AND SCOPE.....	6
SECTION 2.4 TERM.....	6
SECTION 2.5 MEMBERS.....	6
SECTION 2.6 MANAGEMENT.....	7
SECTION 2.7 RESIDENT/REGISTERED AGENT.....	7
<b>ARTICLE THREE: COMPANY CAPITAL</b> .....	7
SECTION 3.1 UNITS AND CLASSES.....	7
SECTION 3.2 INITIAL CAPITAL CONTRIBUTION.....	7
SECTION 3.3 COMPANY CAPITAL.....	7
<b>ARTICLE FOUR: DISTRIBUTIONS AND ALLOCATIONS</b> .....	8
SECTION 4.1 DISTRIBUTIONS DURING THE TERM.....	8
SECTION 4.2 CAPITAL ACCOUNTS.....	8
SECTION 4.3 ALLOCATION OF PROFITS AND LOSSES.....	8
SECTION 4.4 OTHER TAX AND ACCOUNTING MATTERS.....	9
<b>ARTICLE FIVE: MANAGEMENT OF THE COMPANY</b> .....	10
SECTION 5.1 MANAGEMENT AND CONTROL OF THE COMPANY.....	10
SECTION 5.2 APPOINTMENT, RESIGNATION AND REMOVAL OF MANAGERS.....	10
SECTION 5.3 ACTION OF MANAGEMENT COMMITTEE.....	11
SECTION 5.4 CHIEF EXECUTIVE OFFICER.....	11
SECTION 5.5 EXECUTION OF DOCUMENTS/CERTIFICATES.....	14
SECTION 5.6 COMPENSATION OF THE MANAGEMENT COMMITTEE.....	14
SECTION 5.7 AUTHORITY TO DEAL WITH AFFILIATES/OTHER INTERESTS.....	15
SECTION 5.8 LIABILITY AND INDEMNIFICATION OF THE MANAGEMENT COMMITTEE.....	15
<b>ARTICLE SIX: TRANSFER OF A MEMBER'S INTEREST</b> .....	16
SECTION 6.1 TRANSFER OF INTEREST BY A MEMBER.....	16
SECTION 6.2 SUBSTITUTE MEMBER SHAREES.....	17
SECTION 6.3 DRAG-ALONG PROVISIONS.....	17
SECTION 6.4 TAG-ALONG PROVISIONS.....	18
SECTION 6.5 TERMS OF PURCHASE.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 6.6 CLOSING.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 6.7 WITHDRAWAL UPON PERMITTED TRANSFER.....	19
<b>ARTICLE SEVEN: DISSOLUTION</b> .....	19
SECTION 7.1 EVENTS CAUSING DISSOLUTION.....	19
SECTION 7.2 LIQUIDATION.....	19
<b>ARTICLE EIGHT: FISCAL MATTERS</b> .....	20
SECTION 8.1 TITLE TO ASSETS.....	20
SECTION 8.2 ACCOUNTS.....	20
SECTION 8.3 BOOKS AND RECORDS.....	20
<b>ARTICLE NINE: MISCELLANEOUS PROVISIONS</b> .....	20



SECTION 9.1	AMENDMENTS AND WAIVERS .....	20
SECTION 9.2	NOTICES, APPROVALS AND CONSENTS .....	20

SECTION 9.3	BINDING PROVISIONS .....	21
SECTION 9.4	APPLICABLE LAW/JURISDICTION .....	21
SECTION 9.5	ENTIRE AGREEMENT .....	21
SECTION 9.6	FURTHER ASSURANCES .....	21
SECTION 9.7	EFFECT ON CREDITORS .....	21
SECTION 9.8	CALIFORNIA STANDARDS .....	21
SECTION 9.9	SEVERABILITY .....	22
SECTION 9.10	COUNTERPARTS .....	22

Ji

**CONFIDENTIAL**

ATW  
9/20/18

THE LLC MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE MASSACHUSETTS UNIFORM SECURITIES ACT, OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE MEMBERSHIP INTERESTS IS RESTRICTED AS STATED IN THIS OPERATING AGREEMENT, AND IN ANY EVENT, IS PROHIBITED UNLESS THE LLC RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING THE MEMBERSHIP INTEREST REPRESENTED BY THIS OPERATING AGREEMENT, THE MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS MEMBERSHIP INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

OPERATING AGREEMENT  
OF  
ATLAS MARKETPLACE AND DELIVERY LLC

A Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT (the "Agreement") of Atlas Marketplace and Delivery LLC, a Massachusetts limited liability company (the "Company"), is made and entered into as of this the day of September, 2018 (the "Effective Date"), by and between the members set forth in Schedule A, attached hereto and incorporated herein by this reference (each a "Member" and collectively, the "Members").

R-E-C-I-T-A-L-S

WHEREAS, the Company was duly formed in the Commonwealth of Massachusetts by its sole initial member, Ryan Winmill, (the "Sponsor Member") pursuant to a Certificate of Organization filed with the Massachusetts Secretary of State on February 23, 2018 (as amended from time-to-time, the "Certificate"); and

WHEREAS, the Sponsor Member seeks to raise capital for the growth and on-going operations of the Company (the "Private Capital Funding"); and

WHEREAS, Atlas Group IV LLC, a New Jersey limited liability company (the "Investor Member") seeks to participate in the Private Capital Funding (the "Capital Investment"); and

WHEREAS, in consideration of and for the Capital Investment, and upon the terms and conditions set forth in this Agreement, the Sponsor Member wishes to transfer a Membership

t J

Interest to the Investor Member and to admit, thereby, the Investor Member as a Member of the Company; and

**WHEREAS**, in consideration of and for the Capital Investment, and upon the terms and conditions set forth in this Agreement, the Investor Member wishes to acquire a Membership Interest in the Company and there by become a Member of the Company.

**NOW, THEREFORE, BY THESE PRESENTS**, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE ONE: DEFINITIONS**

**Section 1.1. Definitions**

For purposes of this Agreement, the following terms and phrases shall have the meanings specified in this Article One. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires:

"Act" shall mean the Massachusetts Limited Liability Company Act, M.G.L. c. 156C, as the same may hereafter be amended.

"Adjusted Capital Account" shall mean, with respect to a Member, the balance in such Member's Capital Account at the end of the relevant Fiscal Year, as determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

"Adjusted Capital Account Deficit" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

- (a) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (b) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

"Affiliate" of a specified Person means (i) any Person directly or indirectly controlling, controlled by or under common control with the specified Person; (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of the specified Person; (iii) any officer, Manager, or partner of the specified Person; or (iv) if the specified Person is an officer, Manager, or partner, any entity for which the specified Person acts in such capacity.

"Capital Account" shall mean the account of each Member on the books of the Company as defined in Section 4.2.

*Handwritten initials and date: "R" and "10/11/18"*

"Capital Contribution" shall mean the cash and/or property contributed to the Company by each Member in accordance with the provisions of this Agreement.

"Cash Flow" shall mean the amount of revenues remaining after the payment of all expenses and accrued liabilities of the Company and the establishment of such reserves as the Chief Executive Officer deems advisable.

"Class" shall mean a class of Units established by the Management Committee.

"Code" shall mean the Internal Revenue Code of 1986, as now in force and as hereafter amended.

"Manager" shall mean any Person who is a member of the Management Committee of the Company at the time of reference thereto, in each such Person's capacity as a member of the Management Committee of the Company.

"Distributions" shall mean payments of cash and distributions of property by the Company to the Members pursuant to Sections 4.1 and 7.2.

"Fiscal Year" shall mean the fiscal year of the Company shall be the annual period ending on December 31.

"Incapacity" or "Incapacitated" shall mean, as to any Person, the bankruptcy, insolvency, dissolution or termination, as the case may be, of such Person. With respect to any Person who is an individual, these terms shall mean, in addition to the foregoing, the death or adjudication of incompetence or insanity of such Person.

"Membership Interest" and/or "Interest" shall mean the ownership interest (or any portion thereof) in the Company of a Member at any particular time. An Interest shall be considered personal property for all purposes.

"Majority-in-Interest of the Members" shall mean the Members who, at the relevant time, hold more than 50% of the Percentage Interest then held by all Members.

"Member" shall mean any Person who is a Member of the Company as herein provided, including any additional Member or successor Member who is hereafter admitted to the Company, in each such Person's capacity as a Member of the Company, but excluding any transferee of an Interest who has not been admitted as a Member; and "Members" means collectively the Persons who are the Members.

"Percentage Interest" shall mean the percentage assigned to each Interest, representing the relative Interests of the Members.

"Person" shall mean an individual, corporation, company, voluntary association, partnership, limited liability company, trust, unincorporated organization, or government or any agency, instrumentality or political subdivision thereof.

"Profits and Losses" shall mean the net income or loss of the Company for a Fiscal Year as determined for federal income tax purposes, including all items of Company income (including

~~RETW~~  
9/20/10

tax-exempt income), gain, loss, deduction, expense (including non-deductible expense) or the like. The separate terms "Profits" and "Losses" shall mean such net income or loss respectively.

"Quorum"

"shall mean a majority of the Managers, including at least one (1) Investor Manager.

"Substitute Member" shall mean a transferee of an Interest who has been admitted as a Member.

"Transfer" shall mean any sale, assignment, pledge, mortgage encumbrance, gift, or other disposition, or the act of effecting any of the above with respect to a Member's Units.

"Treasury Regulations" shall mean the income tax regulations promulgated under the Code, as such regulations may be amended from time-to-time.

"Unit(s)", or "Membership Unit(s)" shall mean a Membership Interest with each class or series of Units conferring the respective rights, privileges, preferences, benefits, powers, duties, obligations and limitations provided in the Act and this Agreement with respect thereto. "

Other terms defined herein have the meanings so given them herein.

**ARTICLE TWO: GENERAL PROVISIONS**

**Section 2.1 Continuation of the Company**

The Members hereby continue the Company as a Massachusetts limited liability company in accordance with this Agreement and the Act.

**Section 2.2 Name and Offices**

The Company shall be conducted under the name of Atlas Marketplace and Delivery LLC. The address of the principal office of the Company shall be 45 Dan Road, Canton, Massachusetts 02021, or such other address as the Chief Executive Officer shall designate from time-to-time with notice to the Management Committee and the Members.

**Section 2.3 Purpose and Scope**

The sole purpose of the Company is to carry on a transportation and delivery business (the "Business" and/or the "Purpose"). Such Purpose shall include the doing of all things incident thereto or connected therewith. The Company shall not engage in any other business or activity without the consent of all Members.

**Section 2.4 Term**

The term of the Company commenced upon the filing of the Certificate and shall continue in full force and effect until dissolution in accordance with this Agreement.

**Section 2.5 Members**

A. The Investor Member is hereby admitted as a Member.



B. The Members, their addresses and their Percentage Interests are as set forth on *A* attached hereto and incorporated herein.

C. No Member shall be obligated personally, directly or indirectly, including without limitation by way of indemnification, contribution, assessment or otherwise, for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

### **Section 2.6 Management**

The Company is a manager-managed company and shall be managed by a Management Committee, except as otherwise specified here in. The Managers shall be deemed to be "Managers" as defined in and for all purposes of the Act.

### **Section 2.7 Resident/Registered Agent**

The name of the Company's resident/registered agent for service of process in Massachusetts is Corporation Service Company with an address at 84 State Street, Suite 660, Boston, Massachusetts 02109. The Chief Executive Officer may change the Company's resident agent for service of process in any jurisdiction or appoint additional resident agents for service of process in any jurisdiction from time-to-time with notice to the Management Committee and the Members.

## **ARTICLE THREE. COMPANY CAPITAL**

### **Section 3.1 Units and Classes**

A. The Units of the Company shall be divided into such Classes as may be established from time-to-time by the Management Committee.

B. As of the Effective Date there is a single Class of Units - Common Units.

### **Section 3.2 Initial Capital Contribution**

A. The Investor Member shall make an initial Capital Contribution in cash in the amount of \$1,000,000. Such Capital Contribution shall be due in two equal payments of \$500,000, the first of which shall be due upon execution hereof, and the second of which shall be due upon a written request from the Chief Executive Officer to the Investor Member. In exchange for such Capital Contribution, the Investor Member is hereby issued Units set forth on *Schedule A*. In addition the Investor Member agrees to make a loan to the Company, upon execution and delivery of this Agreement by all Members, in the original principal amount of \$500,000 and otherwise upon the terms and conditions set forth in a Secured Promissory Note from the Company to the Investor Member in the form attached as *Exhibit A*.

B. The Sponsor Member shall not be required to make an initial Capital Contribution.

### **Section 3.3 Company Capital**

Except as may be specifically provided for in this Agreement: (a) no Member shall be paid interest on such Member's Capital Contribution or on such Member's Capital Account; (b) no

AW  
12/14

Member shall have the right to withdraw such Member's Capital Contribution or Capital Account or to receive any return of any portion of such Member's Capital Contribution or Capital Account; and (c) under circumstances requiring a return of any Capital Contribution or Capital Account, no Member shall have the right to receive property other than cash.

#### ARTICLE FOUR: DISTRIBUTIONS AND ALLOCATIONS

##### **Section 4.1 Distributions during the Term**

A. The Members acknowledge that, in lieu of distributing Cash Flow, the Company intends to reinvest Cash Flow in the Company's business, and /or use Cash Flow to repay debt or for working capital. Accordingly, all Members acknowledge and agree that, except as set forth in Section 4.1.B and except as otherwise determined with the consent of a Majority-in-Interest of the Members, the Company shall not make periodic Distributions. In the event that a Majority-in-Interest of the Members determines to distribute any Cash Flow, such Distributions shall be made to the Members *pro rata*, in accordance with their respective Percentage Interests.

B. Notwithstanding the provisions of Section 4.1.A, to the extent that the Company has sufficient Cash Flow, the Company shall distribute to each Member, within ninety (90) days after the end of each Fiscal Year, an amount equal to such Member's Member Tax Liability (as defined below) as of the end of such Fiscal Year. To the extent that the Company lacks sufficient Cash Flow to make a Distribution equal to the full amount of the Members' aggregate Member Tax Liabilities as of the end of any Fiscal Year, (1) within ninety (90) days after the end of such Fiscal Year, the Company shall make a Distribution of the total amount of Cash Flow to the Members in proportion to their respective Member Tax Liabilities, and (2) within thirty (30) days after any additional Cash Flow becomes available, the Company shall make a Distribution of all such Cash Flow to the Members in proportion to their respective Member Tax Liabilities until the Member Tax Liabilities of all Members are paid in full. "Member Tax Liabilities" shall mean an amount sufficient to pay all federal, state, and local taxes on the profits of the Company (net of any losses) that pass through the Company under the applicable provisions of the Code. The total amount required to be distributed to each Member shall be no less than forty-percent of the taxable income attributable to each Member under this Article Four. All determinations regarding the availability and sufficiency of Cash Flow, pursuant to this Section 4.1.B shall be made by the Chief Executive Officer, subject to approval by 70% of the Managers.

C. Upon dissolution of the Company, all assets of the Company shall be paid out in accordance with Section 7.2.B.

##### **Section 4.2 Capital Accounts**

A separate capital account shall be maintained and shall be determined, on any particular day, for each Member in the manner set forth in Code Section 704(b) and the Treasury Regulations issued thereunder.

##### **Section 4.3 Allocation of Profits and Losses**

A. *General.* Except as provided in paragraphs B, C and D of this Section 4.3, Profits and Losses for any Fiscal Year shall be allocated among the Members *pro rata* in accordance with their respective Percentage Interests.

RTW  
9/20/19

**B. *Qualified Income Offset.*** If, at the end of any Fiscal Year, any Member has a deficit balance in such Member's Capital Account that is in excess of the sum of (A) such Member's share of minimum gain (as defined in, and determined in accordance with, Treasury Regulation Section 1.704-2(g)) plus (B) the aggregate amount of all Company obligations with respect to which such Member bears the burden (whether under the provisions of the Act, this Agreement or other arrangements, such as guarantees, indemnifications or non-recourse loans to the Company -- all as determined in accordance with the Treasury Regulations issued under Code Sections 752 and 704(b)) of an economic loss over and above such Member's Capital Contribution, then such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible. This Section 4.3.B is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Treasury Regulations promulgated under Code §704(b).

**C. *Minimum Gain Chargeback.*** If, during any Fiscal Year, there is a net decrease in any Member's share of minimum gain, and if, under the "minimum gain chargeback" rule set forth in Treasury Regulation Section 1.704-2(f), such decrease requires a special allocation of Company income and gain to such Member, then such Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) to the extent (and only to the extent) required by such "minimum gain chargeback" rule.

**D. *Contributed Property and Book-Ups.*** In accordance with Code §704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code §704(c) and the Regulations thereunder.

**E. *Guaranteed Payments.*** It is the intent of the Members that all compensation paid to the Members or their affiliates for services rendered to the Company, including the compensation to be paid to the Chief Executive Officer pursuant to Section 5.4 and the fees to be paid to the Managers pursuant to Section 5.6, shall be treated as compensation paid to the Members in their capacity as other than Members within the meaning of Code §707(a) or as guaranteed payments under Code §707(c), and shall be fully deductible by the Company. To the extent any such compensation paid to any Member or its affiliate is determined by the Internal Revenue Service to be neither a guaranteed payment nor a payment to such Member in its capacity as other than a Member, then such Member shall be specially allocated gross income of the Company in an amount equal to the amount of such compensation, and such Member's Capital Account shall be adjusted to reflect the payment of that compensation.

#### **Section 4.4 Other Tax and Accounting Matters**

**A.** The Chief Executive Officer shall prepare or cause to be prepared, at the Company's expense, the tax returns (federal, state and local, if any) of the Company for each Fiscal Year within the time prescribed by law.

*Handwritten initials and date: "R" and "12/10/18"*

B. All decisions as to accounting matters and all elections required or permitted to be made by the Company for federal income tax purposes or otherwise, including selecting methods of depreciation and choosing to make an election under Section 754 of the Code, shall be determined or made by the Chief Executive Officer in consultation with the Company's accountants.

C. Unless and until he becomes Incapacitated or another partnership representative is appointed by the Members, the Sponsor Member shall serve as the "partnership representative" of the Company.

D. In the event of any "final partnership adjustment" occurring under the procedures of the 2015 Budget Act, the Company shall timely elect to utilize the alternative procedure described in Section 6226 of the Code (as modified by the 2015 Budget Act), and the "partnership representative" shall provide the Internal Revenue Service and each affected Member with such information as required by such Section 6226 and any Treasury Regulations promulgated thereunder. Each Member agrees to cooperate with the Company in utilizing the procedures under Section 6226 of the Code, whether or not such person is a Member at the time of a final partnership adjustment, including by filing such returns and amended returns and paying such taxes, interest and penalties as are required in connection with such final partnership adjustment. Each Member hereby agrees to indemnify and hold harmless the Company and all other Members from and against any income taxes, interest and/or penalties and other costs and expenses (including, without limitation, reasonable attorneys' and expenses) that the Company or the other Members incur as a result of the failure of such Member to cooperate with the Company as required by this Section 4.4.D.

**ARTICLE FIVE: MANAGEMENT OF THE COMPANY**

**Section 5.1 Management and Control of the Company**

The Company shall be managed by the Management Committee who, subject to the consent of the Members where required by this Agreement, shall have full and exclusive rights to manage and control the business and affairs of the Company and make all decisions regarding the Company's Business.

**Section 5.2 Appointment, Resignation and Removal of Managers**

A. The Management Committee shall be formed in accordance with the following terms: (i) the Management Committee shall consist of no fewer than three (3) and no more than five (5) Managers; (ii) the Sponsor Member shall designate and appoint no fewer than two (2) and no more than three (3) Managers (the "**Sponsor Managers**") and the Investor Member shall designate and appoint no fewer than one (1) and no more than two (2) Managers (the "**Investor Managers**"); and (iii) each Manager shall serve for a term of two (2) years, and shall automatically be appointed for successive two-year terms, unless and until replaced, pursuant to Section 5.2.C-E below.

B. As of the Effective Date, the Sponsor Member hereby designates and appoints Ryan Winmill, Jason Winmill and Carlo Boccia as the Sponsor Managers. Additionally, the Investor Member hereby designates and appoints Sara Tirschwell and Dennis Bennack as the Investor Managers. Notwithstanding the foregoing, if the consent of the Managers is required with

respect to any matter and if Sara Tirschwell is required to recuse herself as the result of a conflict of interest with respect to such matter, then the Members hereby agree that Richard Gilder III may vote on such matter (and only such matter) in Sara Tirschwell's place (and he shall be considered part of the Quorum for such matter).

C. Except as provided in Section 5.2.E, a Manager may be removed as a Manager only with the consent of the Member who designated such Manager (and upon such removal, only the Member who designated such Manager may designate a successor Manager).

D. A Manager may not voluntarily resign, retire, abandon or otherwise terminate such Manager's status as a Manager of the Company (each, a "**Resignation**") except upon not less than thirty (30) days' express written notice to the Member who designated and appointed said resigning Manager.

E. A Manager shall be automatically removed: (i) upon his/her Incapacity; or (ii) upon a final adjudication by a court of competent jurisdiction in which it is affirmatively determined that such Manager has committed gross negligence, willful misconduct, fraud, a material breach of this Agreement or a breach of his or her fiduciary duties to the Company. In addition, a Manager may be removed with the unanimous consent of the Management Committee (not including the Manager whose removal is the subject of said consent), if such consenting Managers determine, reasonably and in good faith, that the Company's association with the Manager being removed is likely to affect the Company's reputation or the value of the Company or its assets in a materially adverse manner. If any Manager is so removed, the Member that appointed him or her shall have the right to designate a replacement of said removed Manager.

#### **Section 5.3 Action of Management Committee**

A. Except as otherwise expressly provided herein, all decisions made or actions taken by the Management Committee, including any consents required herein, shall require the consent of a majority of the Managers on the Management Committee. Such consent may be given at a duly held meeting of the Management Committee at which a Quorum is present, or pursuant to a written consent executed by the percentage of Managers whose consent is required for the particular matter. The minimum percentage of Managers whose consent is required for any matter to be considered at a meeting, present in person or by conference telephone, shall be not less than a Quorum for the purposes of any such meeting.

B. The Management Committee may, but shall not be required to, hold meetings on a quarterly basis. Quarterly meetings of the Management Committee, if any, shall be called by the Chief Executive Officer in his discretion. The Chief Executive Officer may also call special meetings of the Management Committee from time-to-time, and shall call a special meeting upon the request of at least two (2) Managers, not less than one (1) of which shall be an Investor Manager. Any meetings of the Management Committee may only be called upon express written notice of said meeting, which may be delivered by electronic mail, at least two (2) business days prior to said meeting, which notice may be waived by a Manager in writing or which shall be deemed waived by any Manager who attends said meeting without protesting the lack of said notice at or prior to commencement of the meeting..

#### **Section 5.4 Chief Executive Officer**

**A. Subject to the oversight of the Management Committee, Ryan Winmill is hereby appointed as the Chief Executive Officer of the Company. The Chief Executive Officer shall have the power and authority to manage, in the ordinary course of its business, the day-to-day operations of the Company. Such appointment shall include full power and authority to take all actions necessary or desirable to implement the business plan of the Company, including, without limitation, the power and authority to:**

- (i) hire, fire, and evaluate all employees of the Company and, subject to Section 5.4.B.(iii), set the compensation and benefits payable to such employees; and
- (ii) enter into a transaction - including purchasing or selling an asset, expending funds, committing to a contract, mortgage, guarantee or indemnity, or commencing or settling litigation -- where the amount involved does not exceed \$100,000 or is expressly set forth in an approved budget.

**B. The Chief Executive Officer shall not, without the prior written consent of the Management Committee, enter into any transaction or take any other action outside of the ordinary course of the Company's Business. Said transaction or action shall include, without limitation:**

- (i) any transaction -- including: purchasing or selling an asset, expending funds, committing to a contract, mortgage, guarantee or indemnity, or commencing or settling litigation -- where the amount involved exceeds \$50,000, unless expressly set forth in an approved budget; or
- (ii) approve any compensation package for any Company employee, whose annual compensation (inclusive of any bonuses) exceeds \$100,000.

Additionally, the following transactions shall require the consent of not less than a Quorum of the Management Committee:

- (i) approving a business plan or budget for the Company;
- (ii) approving the purchase or sale of any asset or company in exchange for an amount that exceeds \$100,000;
- (iii) incurring any indebtedness in excess of \$100,000, in the aggregate (other than trade debt incurred in the ordinary course of business or the loan to be made by the Investor Member pursuant to Section 3.2.A);
- (iv) raising additional capital through any event that requires the issuance of new or additional Units;
- (v) issuing additional Units, except as permitted by *Exhibit A*, that certain Advisor Agreement among Atlas Group JV LLC, Proximum, LLC, and Richard Gilder III, dated September 20, 2018, and Sarah Tirschwell's employment agreement(s) with the Company;
- (vi) dissolving the Company or merging or consolidating the Company with any other Person; or

~~AW~~ AW  
9/18/20

- (vii) selling all or substantially all of the Company's assets;
- (viii) creating subsidiaries or affiliates; and/or
- (ix) acquiring any other business entity, in whole or in part.

All transactions requiring the consent of the Management Committee shall be evidenced by written documentation that has been reviewed and approved by the Company's counsel.

C. The Chief Executive Officer shall be paid compensation for rendering services to the Company and overseeing the day-to-day operation of the Business. Said compensation shall be at market rate, as determined by the Management Committee, and shall consist of an annual base salary, payable in equal bi-weekly installments, plus a bonus. Said initial base salary shall be [REDACTED] (the "**Base Salary**"), plus bonuses as determined by the Management Committee (the "**CEO Bonuses**"). Adjustments and/or modifications to the Base Salary and CEO Bonuses shall be determined annually by the Management Committee, or a compensation committee designated thereby (the "**Compensation Committee**"). If the Management Committee shall delegate the annual evaluation of the Base Salary and CEO Bonuses to the Compensation Committee, then said Compensation Committee shall be comprised of one(1) Investor Manager and two (2) Sponsor Managers (and said Sponsor Managers shall not include the Chief Executive Officer if said Chief Executive Officer is a then current Manager). The initial Compensation Committee shall be comprised of Dennis Berneck, Jason Winmill and Carlo Boccia. The Compensation Committee may only act by unanimous consent.

D. If the Chief Executive Officer personally incurs costs or expenses that are properly chargeable to the Company, and if the Chief Executive Officer timely submits an expense report detailing said costs or expenses, including any and all receipts and supporting documentation of and for said costs and expenses, then the Chief Executive Officer shall be promptly reimbursed by the Company for said costs and expenses. Without limiting the generality of the foregoing, the Chief Executive Officer shall be entitled to the reimbursement of up to \$15,000.00 in expenses incurred prior to the Effective Date and subject to documentation of said expenses reasonably acceptable to the Management Committee.

E. For as long as the Investor Member is a Member, the Company shall use its commercially reasonable best efforts to purchase and maintain (at the Company's expense) at least \$3,000,000.00 of key-man life insurance on the life of the Chief Executive Officer. The beneficiary of said key-man insurance shall be the Company. In the event of the death of the Chief Executive Officer, the Investor Member shall receive a special distribution in the amount of fifty percent (50%) of the proceeds actually received by the Company from said key-man policy (and any taxable income realized by the Company on the receipt of the Investor Member's share of the proceeds shall be specially allocated to the Investor Member).

F. The Chief Executive Officer may be removed, by the unanimous affirmative vote of the Managers (excluding the Chief Executive Officer, if he or she is a then current Manager). Said removal shall only be authorized in the event of any of the following: (i) a material breach of this Agreement, which breach shall continue uncured for thirty (30) days after the giving of written notice of said breach, specifying the nature of such breach, to the Chief Executive Officer by a Member or a Manager; (ii) fraud, gross negligence, or willful misconduct on the part of the Chief Executive Officer in management of the Business and/or affairs of the Company; (iii) bankruptcy

of the Chief Executive Officer; or (iv) failure by the Company to achieve 70% of projected revenues for any given Fiscal Year, as determined by the Management Committee, prior to the start of the next Fiscal Year. The removal of the Chief Executive Officer resulting from any of the foregoing events shall not affect his or her rights as a Member, and shall not constitute a withdrawal of the Chief Executive Officer as a Member.

**Section 5.5 Execution of Documents/Certificates**

A. Every agreement, contract, deed, license, lease, mortgage, promissory note and/or other document or instrument executed by the Chief Executive Officer (or by any Person designated by the Management Committee) (each an "**Instrument**" and collectively the "**Instruments**") shall be sufficient to bind the Company and shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, and (ii) this Agreement had not been terminated, canceled or amended in any manner so as to restrict the authority of the Chief Executive Officer and/or the Management Committee (except as shown in the Certificate).

B. Any Person dealing with the Company may rely upon a certificate signed by the Chief Executive Officer as to:

- (i) the identity of the Members and the Managers;
- (ii) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Company or the Managers or are in any other manner germane to the affairs of the Company;
- (iii) the Person who is authorized to execute, acknowledge and deliver any Instrument of or on behalf of the Company;
- (iv) the fact that the consent of the Management Committee or the Members to any action has been obtained; or
- (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member or Management Committee.

**Section 5.6 Compensation of the Management Committee**

A. Each Investor Manager shall be paid a fee in the amount of \$3,000.00 per month in consideration of his or her services to the Company as a Manager (the "**Investor Manager Fee**"). From and after July 1, 2019, each Sponsor Manager (other than the Chief Executive Officer if he is a then current Manager) shall be paid a fee in the amount of \$3,000.00 per month in consideration of his or her services to the Company as a Manager (the "**Sponsor Manager Fee**"). The Investor Manager Fee and the Sponsor Manager Fee are collectively referred to herein as the "**Manager Fee**". Subject to and contingent upon the affirmative consent of the Management Committee, the Manager Fee due and payable to each Manager shall be increased to \$4,000.00 per month following twenty-four (24) months of continuous service as a Manager by such Manager. The Company shall also reimburse each Manager for reasonable out-of-pocket expenses incurred in connection with his or her service as Manager, including travel costs



RW  
9/22/14

but excluding incidental costs (e.g., postage, telephone services, etc.), provided that all such expenses are supported by documentation reasonably acceptable to the Management Committee.

**B.** Upon the sale, lease, transfer or other disposition, in a single transaction or series of related transactions, by the Company of all or substantially all of the assets of the Company (a "Sale of the Company"), each Manager (including the Chief Executive Officer if then a current Manager along with any other Manager who is then an employee of the Company) will receive a sale fee in an amount equal to (i) three percent (3%) of the net amounts received resulting from a Sale of the Company after deducting (a) all costs and expenses of the Company directly related to the Sale of the Company, (b) the amount (if any) to discharge all debts of the Company required to be paid as a result of the Sale of the Company, and (c) any reasonable reserves that are required for the fixed, contingent or future liabilities or obligations of the Company (such amounts, the "Sale Proceeds") divided by (ii) the total number of Managers (the "Sale of Company Fee"). Such Sale of Company Fee shall be payable at the closing of the Sale of the Company and out of the proceeds of such sale prior to the distribution of the remaining Sale Proceeds to Members in accordance with their respective Percentage Interests; provided, however, that if the Sale Proceeds are payable in installments or otherwise deferred, the Sale of Company Fee shall be paid as and when each installment is received by the Company.

**C.** The Members shall have no personal liability whatsoever on account of the provisions of this Section 5.6.

**Section 5.7 Authority to Deal with Affiliates; Other Interests**

**A.** The Company may, for, on behalf and in the name of the Company enter into such agreements, contracts or the like with any Manager, Member or Affiliate of any Manager or Member to undertake and carry out the business of the Company as if each such Manager, Member or Affiliate were an independent contractor; and the Company may pay reasonable compensation for and on account of any such services. Without the unanimous consent of the Management Committee, the Company shall not accept any terms in connection with such arrangements that are any less favorable to the Company than are available from others on an arm's-length basis in the same geographic area.

Nothing contained in this Agreement shall prevent any Member from engaging in or possessing an interest in other business ventures, including business ventures that are or may be directly or indirectly competitive with the Company's Business. No Manager shall engage in or possess an interest in any business that is directly or indirectly competitive with the Company, provided that such restriction shall not apply to Ryan Winmill or Carlo Boccia.

**B.** Neither the Company nor any Member shall have any rights in or to any income or profits derived by any other Member from any Persons and any arrangements, agreements and ventures authorized and permitted by this Section 5.7.

**Section 5.8 Liability and Indemnification of the Management Committee**

**A.** No Manager shall be liable for the debts, obligations or liabilities of the Company, including, without limitation, by way of indemnification, contribution, assessment or otherwise, whether arising in contract, tort or otherwise, solely by reason of acting as a Manager of the Company.

RW  
9/20/18

No Manager (including the Chief Executive Officer, if he is a Manager) shall be liable, responsible, or accountable in damages or otherwise to any Member or the Company for, and the Company shall indemnify the Managers against and save each Manager harmless from, any damage or expense (including reasonable attorneys' fees and expenses) incurred by reason of any act or omission performed or made by any Manager on behalf of the Company or the Members; *provided however*, that, in the case of an act or omission of a Manager: (i) such act or omission was performed or made by such Person in good-faith and in a manner reasonably believed by such Person to be both within the scope of the authority granted to such Person by this Agreement and in the best interests of the Company or the Members; (ii) such act or omission did not constitute gross negligence or willful misconduct on the part of such Person; and (iii) the satisfaction of any indemnification shall be from, and limited to, the Company's assets. The Members shall not have any personal liability whatsoever on account of the provisions of this Section 5.8.

## ARTICLE SIX: TRANSFER OF A MEMBER'S INTEREST

### **Section 6.1 Transfer of Interest by a Member**

**A.**

Before a Member may Transfer its Interest such Member ("**Transferring Member**") shall first offer its Interest to the other Member ("**Other Member**"), on the same terms and conditions as are offered by the proposed purchaser of Transferring Member's Interest. The Other Member shall then have thirty days during which to accept the third-party offer. If the Other Member does not accept said offer within said period, the Transferring Member shall be free to accept the third-party offer. If the Transferring Member does not enter into an agreement with the third-party on said terms and conditions and close the transaction within ninety days, Transferring Member's right to Transfer the Interest to the third-party shall expire, and the procedure described in this Section shall again be applicable.

**B.** Notwithstanding any other provision to the contrary contained in this Agreement, all rights hereunder to Transfer an Interest are subject to such rights of approval as may be granted from time-to-time by the Company to any third party.

**C.** The Company need not recognize for any purpose any purported Transfer of all or any portion of an Interest unless there shall have been filed with the Company a written and dated notice of such Transfer, executed and acknowledged both by the transferor Member and the Person to whom the Interest was Transferred, which notice shall (i) contain all of the terms and provisions of the agreement relating to such Transfer and (ii) represent that such Transfer was made in accordance with all applicable laws and regulations and this Agreement. Any Transfer that is recognized by the Company pursuant to the foregoing provisions of this Section 6.1.C shall be deemed effective with respect to this Agreement on the first day of the calendar month following the date such notice is filed with the Company.

**D.** Any Transfer or attempted Transfer of an Interest in contravention of the provisions of this Section 6.1 shall be void and of no force and effect.

9/20/18  
BWW

E. A transferee of an Interest who is not admitted as a Member shall be subject to all of the restrictions set forth in this Article Six with respect to such Interest to the same extent as if such transferee was a Member.

**Section 6.2 Substitute Members and Transferees**

A. A transferee of an Interest shall be admitted as a Member in place of the transferor Member with respect to such Interest, and therefore shall become a "Substitute Member" only with the consent of the Management Committee.

B. No Person shall become a Substitute Member unless such Person shall have (i) become a party to, and adopted all of the terms and conditions of, this Agreement, and (ii) satisfied the requirements of Section 6.1. For the purposes of Article Four, a Person shall be treated as having become, and as appearing in the records of the Company as, a Member on such date as the Transfer to such Person is deemed effective pursuant to Section 6.1.C.

C. The rights and obligations of any Substitute Member shall be determined by reference to the rights and obligations of the transferor Member under this Agreement, except that in the case of a transferor Member who is also a Manager, the Substitute Member shall not become a Manager of the Company unless expressly appointed as a Manager in accordance with Section 5.2.

D. An assignee of an Interest who is not admitted as a Member shall have only the right to receive distributions and allocations of Profits and Losses to which the transferor Member was entitled, but shall not have any other rights whatsoever, including without limitation, any voting or consent rights.

**Section 6.3 Drag Along Provisions**

A. Obligation to Participate. If a Majority of the Managers (or a Majority in Interest of the Members, as the case may be) approves the sale of all of their Membership Interests, merger of the Company, or sale of substantially all of the assets of the Company not in the ordinary course of business other than a transfer otherwise permitted under this Article (an "Approved Sale"), then each of the Members shall, subject to Section 6.3(B) below; (i) consent to, vote for and raise no objections against the Approved Sale; (ii) waive dissenters', appraisal and similar rights that he may have, if any, with respect thereto; and (iii) if the Approved Sale is a sale of Membership Interests, agree to sell all of his Membership Interests on the terms and conditions of the Approved Sale. Each Member shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including the execution of such agreements and instruments and other actions reasonably necessary to (a) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale, and (b) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

B. Satisfaction of Conditions. The obligations of each Member pursuant to this Section 6.3 are subject to the satisfaction of the following conditions:

- (i) upon the consummation of the Approved Sale, all Members shall receive their proportion of the aggregate consideration from such Approved Sale; and

11 it

(ii) if any of the Managers are given an option as to the form and amount of consideration to be received with respect to any portion of his Membership Interests (e.g., cash equity of the acquirer), then the other Members shall be given the same option; and

(iii) no Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale (excluding modest expenditures for postage, copies, etc.), and no Member shall be obligated to pay more than his pro rata share of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party (costs incurred by or on behalf of a Member for such Member's sole benefit will not be considered costs of the transaction hereunder); and

(iv) in the event that the Members are required to make any representations or indemnities in connection with the Approved Sale (other than representations and indemnities concerning each Member's valid ownership of such Member's Membership Interests, free of all claims and encumbrances (other than those arising under applicable securities laws), and each Member's authority, power and right to enter into and consummate such Approved Sale without violating any other agreement), then such Member shall not be liable for indemnity for more than the total purchase price received by him for his Membership Interest.

C. Successors. It is acknowledged and agreed that all references to "Member" in this Section 6.3 shall apply to any successor owner of any such Member's Membership Interest in the Company.

#### Section 6.4 Tag Along Provisions

A. Right to Participate. If a Majority of the Managers (or a Majority in Interest of the Members, as the case may be) proposes to enter into an Approved Sale, then each of the Members shall have the right, subject to Section 6.4(b) below, to participate in any such Approved Sale and sell all of his Membership Interests on the terms and conditions of the Approved Sale. The Managers shall, at least thirty (30) days prior to such proposed Approved Sale, deliver to the Members a written notice (the "Tag Along Notice") that states the price to be paid, describes the terms and conditions of the Transfer, and identifies the proposed transferee and its ultimate owners. Upon receipt of the Tag Along Notice, each Member may, by giving written notice to the Managers not later than ten (10) business days following receipt of the Tag Along Notice of his election to participate, participate in such Approved Sale on the same price, terms and conditions to be received by the Managers. If a Member chooses to participate in any such Approved Sale, he shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including the execution of such agreements and instruments and other actions reasonably necessary to (A) provide the representations, warranties, indemnities, covenants, conditions, escrow agreements and other provisions and agreements relating to such Approved Sale and (B) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

B. Satisfaction of Conditions. The rights of each Member pursuant to this Section 6.4 are subject to the satisfaction of the following conditions:

,?J1

(i) Upon the consummation of the Approved Sale, all Members shall receive their proportion of the aggregate consideration from such Approved Sale; and

(ii) Each Member shall be responsible for his *pro rata* share of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party (costs incurred by or on behalf of a Member for such Member's sole benefit will not be considered costs of the transaction hereunder).

C. Successors. It is acknowledged and agreed that all references to "Member" in this Section 6.4 shall apply to any successor owner of any such Member's Membership Interest in the Company.

**Section 6.5 Withdrawal**

No Member may withdraw as a Member of the Company except with the consent of the Board of Directors.

**ARTICLE SEVEN: DISSOLUTION**

**Section 7.1 Events Causing Dissolution**

A. The Company may only be dissolved upon a unanimous affirmative vote of the Members.

B. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the Certificate has been canceled and the Company's assets have been sold and/or distributed as provided in Section 7.2.

**Section 7.2 Liquidation**

A. Upon dissolution of the Company, unless otherwise directed by the Management Committee, the Chief Executive Officer shall cause the assets of the Company to be sold in accordance with reasonable business judgment, in an effort to obtain the best prices for such assets, and the Chief Executive Officer shall cause the cancellation of the Certificate. Pending such sales, the Chief Executive Officer shall have the right to continue to operate and otherwise deal with such assets in accordance with this Agreement.

B. In settling accounts after dissolution, the remaining assets of the Company shall be paid out in the following order:

(i) *first*, to creditors (including, without limitation, Members and affiliates of Members as creditors) in the order of priority provided for by law;

(ii) *second*, to establish any reserves that the Management Committee determines are reasonably necessary for any unpaid, future, or contingent liabilities or obligations of the Company, including but not limited to final accounting and tax reports; and

(iii) *hereafter*, to the Members if any, with positive balances in their respective Capital Accounts, to eliminate and in proportion to such positive balances.

t r

If and when the Management Committee determines that any reserves retained by the Company in accordance with clause (ii) above are no longer necessary, such reserves shall be promptly distributed to the Members in accordance with clause (iii) above.

## ARTICLE EIGHT: FISCAL MATTERS

### **Section 8.1 Title to Assets**

All assets of the Company shall be held in the name of the Company.

### **Section 8.2 Accounts**

The funds of the Company shall be deposited in the name of the Company in such bank, brokerage, investment or other account or accounts as shall be designated from time-to-time by the Chief Executive Officer, and withdrawals therefrom shall be made upon the signature of the Chief Executive Officer and such other Persons as may be designated by the Management Committee from time-to-time.

### **Section 8.3 Books and Records**

A. The Chief Executive Officer shall maintain, or cause the maintenance of, complete and accurate books of account for the Company, in which shall be entered, fully and accurately, each and every transaction of the Company.

B. The books and records of the Company, a list of the names and addresses and Interests of all Members, and a true, accurate and current copy of the Certificate shall be maintained by the Company and shall be available to the Members and their duly authorized representatives for inspection and copying at any and all reasonable times.

C. Any Member, or such Member's duly authorized representatives, shall be entitled for any proper purpose to a copy of the list of names and addresses and Interests of the Members.

## ARTICLE NINE: MISCELLANEOUS PROVISIONS

### **Section 9.1 Amendments and Waivers**

Amendments to this Agreement may be made, and any provision of this Agreement may be waived, from time-to-time only with the consent of the Members holding at least ninety percent (90%) of the Percentage Interests of the Company.

### **Section 9.2 Notices, Approvals and Consents**

A. Unless otherwise provided herein, all notices, approvals, consents, requests therefor, elections or other communications hereunder shall be in writing and signed by the party giving the same and shall be delivered by personal delivery, by first class, certified mail (postage prepaid), or by recognized overnight delivery service (fees prepaid) -- in each case to the Members at the addresses referred to below or at such other addresses as such Members may designate by notice to the Company:

9/20/18  
RTW

(iv) if to the Company, at the address of the principal office of the Company as set forth in Section 2.2; and

(v) if to a Member, at such Member's address set forth on *Schedule A* or to such other address or addresses as may be designated by notice from such Member.

Notices, approvals, consents, requests therefor, elections and other communications hereunder shall be deemed to have been given (i) when personally delivered, (ii) three (3) business days after being placed in the mails, or (iii) one (1) business day after being placed with a recognized overnight delivery service.

**B.** Except as expressly otherwise set forth in this Agreement, any consent or approval called for or required in this Agreement may be withheld in the absolute discretion of the party from whom such consent or approval is sought.

**Section 9.3 Binding Provisions**

The covenants and agreements contained herein shall be binding upon and shall inure to the benefit of the personal representatives, legal representatives, heirs, executors, administrators, successors and, subject to the provisions hereof, the assigns of the respective Members.

**Section 9.4 Applicable Law/Jurisdiction**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. The state and federal courts sitting in the Commonwealth of Massachusetts shall have exclusive jurisdiction to decide any matter or controversy arising out of or in connection with this Agreement.

**Section 9.5 Entire Agreement**

Except as otherwise expressly set forth in this Agreement, this Agreement constitutes the entire agreement among the Members with respect to the specific terms contained herein. This Agreement supersedes any prior agreement or understanding among the Members with respect to the specific terms contained herein, and may not be modified or amended in any manner other than as set forth herein.

**Section 9.6 Further Assurances**

The Members shall execute, acknowledge and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

**Section 9.7 Effect on Creditors**

Except to the extent required under the Act, none of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditor of the Company, other than a Member or any affiliate of a Member as a creditor.

**Section 9.8 Calendar Days**

”

All references to a "day" or to "days" hereunder in the context of determining a period of time for any purpose shall refer to calendar days unless otherwise expressly indicated.

**Section 9.9 Severability**

If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

**Section 9.10 Counterparts**

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**(signatures on following page)**

CONFIDENTIAL



IN WITNESS WHEREOF, the Members have set their Hands and Seals upon this the Operating Agreement of Atlas Marketplace and Delivery LLC, as of the Effective Day first above written.

**MEMBERS:**

  
Ryan Winmill

**ATLAS GROUP IV LLC**, a New Jersey limited liability company

**By:** Canadian Woods Enterprises LLC, a New Jersey limited liability company

**Its:** Manager

  
**By Bermack**  
**Its:** Manager

CONFIDENTIAL

*DW*  
*9/20/18*

**SCHEDULE A  
MEMBER INFORMATION**

The names, addresses, and Percentage Interests of the Members are as follows:

**Total Membership Units: 10,000,000**

<u>Name and Address</u>	<u>Total Membership Units</u>	<u>Percentage Membership Interest</u>
Ryan Winmill [REDACTED]	6,000,000	60%
Atlas Group IV LLC c/o Canadian Woods Enterprises, LLC [REDACTED]	4,000,000	40%

**CONFIDENTIAL**

**EXHIBIT C**

AMENDMENT NO. 1 TO THE OPERATING AGREEMENT

[see next page]

**CONFIDENTIAL**

**AMENDMENT NO. 1  
TO THE  
OPERATING AGREEMENT  
OF  
ATLAS MARKETPLACE AND DELIVERY LLC**

**THIS AMENDMENT NO. 1** (this "Amendment") is executed effective as of December 10, 2019, by and among ATLAS MARKETPLACE AND DELIVERY LLC, a Massachusetts limited liability company (the "Company"), and each of the undersigned Members of the Company (individually, a "Member" and collectively, the "Members");

**WITNESSETH**

**WHEREAS**, the parties hereto desire to amend the Company's Operating Agreement, dated September 20, 2018 (the "Operating Agreement") in connection with the admission of Eyeapetus LLC as a Member of the Company;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Company Ownership.** Schedule A to the Operating Agreement is hereby deleted in its entirety, and Schedule A attached hereto and incorporated herein by this reference shall be inserted in lieu thereof.

2. **Information Rights.** Section 8.3 of the Operating Agreement is hereby amended by adding Subsection D as follows:

"D. **Information Rights.** The Company shall promptly (i) provide each Member with detailed quarterly financial statements, including balance sheet, income statement and cash flow statement, within 30 days following the end of the Company's each fiscal quarters and an annual report within 45 days following the end of the Company's fiscal year, (ii) provide each Member with an annual budget and quarterly budgets, (iii) provide each Member with a quarterly narrative report of the Company's financial condition, including specific material business prospects and strategic plans, and general outlook; (iv) notify each Member upon the admission of any new Members or Substitute Members; and (v) notify each member upon the commencement and consummation of any securities offerings. The Company shall also adhere to the following obligations, all which shall be communicated in detail to the Members without request:

1. Create a reporting process:
  - A. Bi-weekly internal evaluation call until cash break-even milestone
  - B. Monthly report to shareholders on state of business
  - C. Quarterly board meetings
2. Establish and demonstrate processes for enhancing profitability such as:
  - A. route optimization and cost control
  - B. identification of geographical expansion

- C. determining appropriate fleet
  - D. creating goals for personnel
3. The company will make a reasonable effort to resolve the interstate-lines insurance problem.
  4. Enumeration of political efforts to obtain license and assist potential customers in dealing with the CCC.
  5. Setting timelines for achievement of concrete goals such as:
    - A. break-even and then profitability targets
    - B. hiring of additional personnel
    - C. getting license for product transport
    - D. establishing outposts
    - E. market share”

3. **Preemptive Rights.** The following shall be inserted into the Operating Agreement as Section 6.6:

**“Section 6.6 Preemptive Rights.**

The Members shall have the right of first refusal to purchase any Units that the Company may, from time to time, propose to sell and issue (“Additional Units”), subject to the provisions of this Section 6.6.

(a) In the event the Company proposes to undertake an issuance of Additional Units, it shall give each Member written notice (a “Participation Notice”) of such proposed issuance at least twenty (20) days prior to such proposed issuance, describing the number of Additional Units, the price, the proposed closing date of the offering thereof, and the general terms upon which the Company proposes to issue the same.

(b) Each Member shall be entitled to purchase the Additional Units for the price and upon substantially similar terms specified in the Participation Notice (and, in any case, at a price and upon substantially similar terms no less favorable than those of the other purchasers in such offering), by giving written notice to the Company of such election (which notice of election shall specify the maximum number of Additional Units which such Member elects to purchase, and which election shall constitute an irrevocable commitment to purchase up to such specified number of Additional Units), within fifteen (10) days after receiving the Participation Notice from the Company. A Member’s failure to affirmatively and timely elect to participate as aforesaid will be deemed a waiver of such Member’s right to participate in the purchase of such Additional Units.

(c) The time and place of the closing of such purchase shall be the closing date of the offering specified in the Participation Notice or any extended closing date thereof.

(d) Unless otherwise agreed by all of the Members electing to purchase the Additional Units (each, a “Participating Member”), each Participating Member may

purchase up to his, her or its *pro rata* portion of Units; provided, that, if any Member does not elect to purchase his, her or its *pro rata* portion of such Units in full, then the other Participating Members shall then have the right to purchase such remaining, unpurchased portion (in addition to his, her or its own), with each such member having the right to purchase in the proportion that the number of Units owned by such Member (prior to receipt of the Participation Notice) bears to the number of Units owned by all Participating Members also electing to purchase such remaining Additional Units.

(e) For purposes of this Section 6.6, each Member's *pro rata* portion of Additional Units shall be such Member's Percentage Interest of all Units outstanding immediately prior to the date of the Participation Notice.

(f) In the event the Participating Members do not elect to purchase all of the securities specified in the Participation Notice, the Company may sell or issue such securities for a period of ninety (90) days after the twenty (20) day period set forth in Section 6.6(b) above at a price and on economic terms not less than set forth in the Participation Notice. Any such securities not so issued or sold will thereafter again be subject to preemptive rights set forth in this Section 6.6. Any offer by the Company of securities in addition to those specified in the Participation Notice described above, whether on the same or different terms as are specified therein, shall again require compliance by the Company with the terms of this Section 6.6."

4. **Management Committee Observer.** Section 5.2 is hereby amended by adding the following new Subsection F:

"F. The Company may, from time to time, grant to non-Management Committee members the right, upon such agreed terms between the Company and such person, to observe the Management Committee's meetings (in person or telephonically) and receive all Committee correspondence and materials ("Management Committee Observer"); provided however, the Management Committee Observer shall recuse himself from such portion of a meeting which, in the opinion of legal counsel to the Company, would breach attorney-client privilege."

5. **Ratification of Operating Agreement.** The parties hereto hereby agree that the Operating Agreement is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Operating Agreement as amended hereby. From and after the date of this Amendment No. 1, the term "Agreement" as used in the Operating Agreement shall be deemed to mean and include the Operating Agreement as amended by this Agreement.

6. **Counterparts.** This Agreement may be executed in any number of original counterparts, provided that each party hereto shall have executed at least one counterpart.

*[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, the undersigned parties have each executed this Amendment No. 1 to the Operating Agreement of Atlas Marketplace and Delivery LLC, effective for all purposes as of the date hereinabove first written, with the intent that this shall be deemed as instrument under seal.

MEMBERS:

DocuSigned by:  
*Ryan Winmill*  
70E80F1C4FB244E  
\_\_\_\_\_  
Ryan Winmill

DocuSigned by:  
*Joseph Nicholson*  
FFAA2BE03372473...  
\_\_\_\_\_  
Joseph Nicholson

DocuSigned by:  
*Richard Gilder III*  
592D4846F7FB440...  
\_\_\_\_\_  
Richard Gilder III

DocuSigned by:  
*Sara Tirschwell*  
3A98BD1656414C2...  
\_\_\_\_\_  
Sarah A. Tirschwell

EYEA PETUS LLC

By: \_\_\_\_\_  
Gilder Keeler, Principal

ATLAS GROUP IV LLC

DocuSigned by:  
*Dennis Bermack*  
156AD957683648F...  
By: \_\_\_\_\_  
Name: Dennis Bermack  
Title: Managing Partner

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned parties have each executed this Amendment No. 1 to the Operating Agreement of Atlas Marketplace and Delivery LLC, effective for all purposes as of the date hereinabove first, written with the intent that this shall be deemed as instrument with seal.

MEMBERS:

\_\_\_\_\_  
Ryan Winmm

\_\_\_\_\_  
Joseph Nicholson

\_\_\_\_\_  
Richard Gilder III

\_\_\_\_\_  
Sarah A Tischwell

EYEAPETUS LLC

By:   
Gilder Keeler, Principal

ATLAS GROUP IV LLC

By: \_\_\_\_\_

Name:

Title:



SCHEDULE A

	<u>As of</u> <u>Dec. 1 2019</u>	<u>Membership</u> <u>Interest</u>	<u>After 1st</u> <u>\$150,000</u>	<u>Membership</u> <u>Interest</u>	<u>After 2nd</u> <u>\$150,000</u>	<u>Membership</u> <u>Interest</u>
<b>Total Membership Units:</b>	10,000,000	100%	10,256,410	100%	10,526,316	100%
<b><u>Name and Address</u></b>						
Ryan Winmill (Sponsor Member)	5,250,000	52.50%	5,250,000	51.1875%	5,250,000	49.8750%
[REDACTED]						
Atlas Group IV, LLC (Investor Member)	4,000,000	40%	4,000,000	39.0000%	4,000,000	38.0000%
C/O Canadian Woods Enterprises, LLC						
[REDACTED]						
Sara A Tirschwell (Employee)	500,000	5%	500,000	4.8750%	500,000	4.7500%
[REDACTED]						
Joseph Nicholson (Employee)	200,000	2%	200,000	1.9500%	200,000	1.9000%
[REDACTED]						
Richard Gilder III (Advisor)	50,000	0.50%	50,000	0.4875%	50,000	0.4750%
[REDACTED]						
Eyeapetus LLC	0	0%	256410	2.5000%	526,316	5%
[REDACTED]						
<b>Total</b>	<b>10,000,000</b>	<b>100%</b>	<b>10,256,410</b>	<b>100.0000%</b>	<b>10,526,316</b>	<b>100.0000%</b>

CONFIDENTIAL



February 22<sup>nd</sup>, 2019

Cannabis Control Commission  
101 Federal Street, 13<sup>th</sup> Floor  
Boston, MA 02110

To whom it may concern:

Attached you will find a copy of Plymouth Armor Group's Liability Insurance Certificate that is already in place.

It is our hope this will show the scope of the plan and provide proof that we have already secured Liability insurance for the company and our transport services.

Please note that the company is covered to transport up to \$250,000 of cash or product at one time.

Kind regards,

The Plymouth Armor Group Team

14 Apollo 11 Road, Unit 2  
Plymouth, MA 02360



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2019

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

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

<b>PRODUCER</b> Bermack, Champion & Lewine 14 Penn Plaza Suite 1700 New York NY 10122		<b>CONTACT NAME:</b> Steven Cohen <b>PHONE (A/C, No, Ext):</b> (212) 239-1140 <b>E-MAIL ADDRESS:</b> steven@bclus.com <b>FAX (A/C, No):</b> (212) 594-6961	
<b>INSURED</b> Atlas Marketplace and Delivery, LLC, DBA: Plymouth 14 Appollo 11 Road Unit 2 Plymouth MA 02360		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Steadfast Insurance Company <b>INSURER B:</b> American Guarantee & Liability Ins <b>INSURER C:</b> AmGuard Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: STS9 Realty Trust

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		EOL0240226-00	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:					GENERAL AGGREGATE \$ 2,000,000	
	<b>AUTOMOBILE LIABILITY</b>					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO					Errors & Omissions \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	AUC6404255-00	10/31/2018	10/31/2019	BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				PROPERTY DAMAGE (Per accident) \$	
	DED	RETENTION \$				EACH OCCURRENCE \$ 9,000,000	
						AGGREGATE \$ 9,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		R2WC955226	10/31/2018	10/31/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 14 Appollo 11 Road, Unit #2, Plymouth, MA 02360.

\*\*INSURANCE CERTIFICATE IS SUBJECT TO POLICY TERMS, CONDITIONS & EXCLUSIONS\*\*

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE ONLY

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

C Rodriguez/CARMEN

© 1988-2014 ACORD CORPORATION. All rights reserved.



**PLYMOUTH**  
A R M O R G R O U P

# **PLYMOUTH ARMOR GROUP BUSINESS PLAN**

**PRODUCT AND CASH TRANSPORT FOR CANNABIS BUSINESS OPERATIONS  
2019**

## SECTION I: OVERVIEW

**Mission Statement:**  
**Provide safe, secure, and compliant cannabis product and cash delivery services for home delivery and business-business operations.**

- Beginning in CY 2018, Atlas Marketplace and Delivery d/b/a Plymouth Armor Group will launch services for cannabis business cash transport, product transport, and home delivery in the state of MA.
- Operate from Plymouth, MA centrally located headquarters providing
  - Dispensary Delivery
  - Lab Testing Delivery
  - Wholesale Delivery
  - Bank Deposit and Change Order Delivery
  - Home Delivery
    - This will not be pursued until is it permitted by the CCC regulations to include other businesses/couriers separate from the Social Equity Applicants.
- Team of highly-skilled personnel, with deep experience in the cannabis industry in MA and nationally with a focus on
  - Transport logistics
  - Aggressive sales quotas
  - Robust Marketing Campaign
  - Public Safety
- Company is committed to
  - Low overhead and agile financial planning to drive revenue milestones and establish a dominant delivery hub
  - Future expansion plans within to fill a services gap that has developed in this nascent and quickly growing market

## SECTION 2: BUSINESS PROBLEM

**In today's MA cannabis marketplace, there is an overwhelming demand for cannabis cash and product transport, including home delivery. Product delivery is a necessity for the industry to thrive, but companies are struggling with developing this logistically and to address their cash and product transport needs because of the lack of reliable and compliant transport providers. Demand is only going to increase as the industry grows.**

**The current transportation services problem is driven largely by three factors:**

1. Absence of national and local competition
  1. Nationally, there are currently no competitors.
  2. Locally, there are only a handful of independent transport providers, which largely operate non-compliant vehicles with insufficient tracking and oversight.
2. Absence of investment
  1. From CY 2014-2018, cannabis dispensary and cultivation owners have been onerously burdened and delayed by costly build out expenses due to the state's strict regulatory requirements.
  2. As a result, approximately 75% of the entire market did not have the means to invest in their own transport and are focused on their own brick and mortar operations.
3. Compliance and revenue loss:
  1. The state has rightfully imposed strict compliance measures on transportation vehicles requiring cameras, communications, GPS, and other licensing requirements. As a result, one cannot simply buy a vehicle and become a transportation provider.
  2. Therefore, the barrier of entry is high for even those who already operate a dispensary, and lack familiarity with the applicable laws, regulations, and security expertise.

# SECTION 3: OVERVIEW OF SERVICES

## MASSACHUSETTS STATE POLICE CERTIFIED AND LICENSED



**Our mission is to provide a safe, secure, and cost effective cannabis cash and product transport service throughout New England.**



**Plymouth Armor Group wanted to set a national standard in Massachusetts with a focus on compliance, officer safety, patient privacy, and protecting licensed businesses.**



**We are insured, bonded, and licensed as an armored transport service provider,** providing the highest level of asset safekeeping and custody that helps legitimize the burgeoning cannabis industry and obviates both private and public safety concerns.



**What do we do:**

**Now we transport:**

- Cash from medical/adult retail cannabis businesses to their respective financial institution.

**In 2019 we plan to transport:**

- Product from cultivation sites to medical dispensaries and/or adult retail stores.
- Bulk wholesale product between cannabis businesses.
- Testing samples between cultivation sites and certified testing labs
- Spoiled product to certified incineration facilities for disposal.
- Potentially, home delivery for medical patients and adult users

## SECTION 3 CONTINUED: OVERVIEW OF SERVICES AND PRICE POINTS

ATLAS BUSINESS-TO-BUSSINES SERVICE OFFERINGS	
Dispensary Delivery	\$400 (twice a week)
Lab Delivery	\$350 (once a week)
Wholesale Delivery	\$400 (twice a month)
Cash Deposits to Bank	\$400 (twice a week)

ATLAS HOME DELIVERY SERVICE OFFERINGS	
Home Delivery	\$22.50 (twice a month)

**Logistics Optimization:** As our company begins to make deliveries, we will collect and analyze data from each service to show relevant trends for each segment of the industry. This is similar to those seen within auto, airline, and consumer products industries. This will allow PAG on a quarterly basis to optimize logistics costs. This reporting can/may also be shared with investors to further help drive policy changes for standards, potential investment funding, and new market expansion among other initiatives.

**Price Point:** Similar to other states such as Colorado, California, and Nevada the company has accurately researched price points that are within market, and will competitively allow for realistic growth and obtainable revenue projections.

\*Home delivery pricing and program subject to CCC's development of regulations.



## SECTION 4: MARKETING AND GROWTH STRATEGY

SALES & MARKETING	
	Total
Google Advertising	\$50,000
Newspaper: Globe and Herald Advertising	\$25,000
Brochure and Marketing Materials	\$50,000
Trade Show and Conference Advertising	\$30,000
Social Media and Other	\$50,000
Medial Specialist (Consultant)	\$40,000
<b>Total Sales &amp; Marketing Expenses</b>	<b>\$245,000</b>

**Plymouth Armor Group will launch a robust marketing campaign to drive sales:**

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

1. Plymouth Armor Group service offerings with Corporate Ownership
2. Develop and maintain access to decision makers who control policy decisions for the entire sector of the industry.

**Plymouth Armor Group has already initiated cash transport for 15 licensed dispensaries in Massachusetts, as of August 2019.**

## SECTION 5: THE TEAM

**Plymouth Armor Group has a small and highly qualified team comprised of experienced individuals with autonomous skill sets to drive business growth:**

**The positions include the following:**

Chief Executive Officer  
Chief Operations Officer  
Vice President of Operations  
Sales and Compliance Director  
Fleet Manger  
Drivers

### **Ryan Winmill** CEO

Has had extensive experience with medical and recreational marijuana businesses since the market first legally emerged and is nationally recognized as a cannabis security expert. He is well acquainted with the New England marijuana laws and regulators and founded the Winmill Group, a security consulting firm based out of Washington, DC.

### **Joe Nicholson** Head of Sales and Compliance

Is a public safety expert, having spent 21 years with the U.S. DEA and is considered an expert in compliance in the nascent cannabis industry. He has extensive relationships in the New England cannabis market, which makes him well-suited for the Head of Sales role.

# JOB DESCRIPTIONS

- **Fleet Managers**
  - Responsible for all dispatch monitoring of the GPS status of all vehicles and to record 30 minute check-ins
    - Responsible for all vehicle maintenance and upkeep
    - Responsible for holding all couriers to high compliance standards
- Training includes: In depth understanding of all MA cannabis transport regulations, tactical and countersurveillance techniques, emergency response, packaging and labelling requirements, armored fleet maintenance and specifications, and more.
  - Annual 8 hour classroom training
  - Annual 8 hour on-the-job training
  - Responsible Vendor Training and METRC Training
- **Drivers – See appendix for more in depth job description**
  - Responsible for the safe and secure transport of all cannabis related cash and product transport
    - Customer service
- Training includes: In depth understanding of all MA cannabis transport regulations, tactical and countersurveillance techniques, emergency response, packaging and labelling requirements, armored vehicle operation, responsible vendor training and more.
  - Annual 8 hour classroom training
  - Annual 8 hour on-the-job training
  - Responsible Vendor Training and METRC Training

All records of completed training will remain on file at PAG HQ for at least a period of four years and will be made available to the commission for inspection and confirmation upon their request. 8

## SECTION 6: CONCLUSION A NEW STANDARD IN MASSACHUSETTS

- **LICENSED, BONDED, AND INSURED ARMORED CASH AND PRODUCT TRANSPORTATION**
- **STATE OF THE ART GPS TRACKING, ROUTE OPTIMIZATION, AND COMMUNICATIONS SYSTEMS**
- **DRIVERS/COURIERS WITH STRONG LOGISTICS AND PUBLIC SAFETY CREDENTIALS**
- **OWNERS AND FOUNDERS WITH FORMER FEDERAL LAW ENFORCEMENT AND HOMELAND SECURITY EXPERIENCE**

# WHAT DOES 3<sup>RD</sup> PARTY TRANSPORTER MEAN TO US?

## MA 3<sup>rd</sup> Party Cannabis Transporter

- Defined by CCC: “an entity, not otherwise licensed by the Commission, that is licensed to purchase, obtain, and possess cannabis or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution of marijuana establishments, but not to consumers. Marijuana Transporters may be an Existing Licensee *or a Third Party Transporter.*” (935 CMR 500.002)
- We **ONLY** provide cash and product transport services to other licensed Cannabis establishments – a business-to-business operation. We are **NOT** open to the public or serve consumers directly in any way at this time.
- We are, and will continue to operate, a highly compliant, secure and discreet fleet of transportation vehicles that operate with randomized routes and schedules that avoid local residential and school zones completely.
- We believe in doing whatever it takes to ensure the transport of cannabis cash and product is done safely.

## PLYMOUTH LOCATION DETAILS

**THERE WILL BE NO CASH OR PRODUCT STORED AT PLYMOUTH HEADQUARTERS AT ANY TIME**

**24 HOUR CAMERA AND ALARM MONITORING**

**Easy access to highways, industrial zoning, close to public safety**

**14 APOLLO II ROAD UNIT #2 PLYMOUTH, MA 02360**

1

We do NOT store cash or product at our facility. We are a secure transporter only and reject client services if they require us to store/hold/process their cash and product.

2

All areas of our location, except for the restrooms, are monitored by high definition surveillance camera. Video footage storage can be replayed at ANY time and does not expire.

3

A commercial grade central alarm system is in place with light, motion and sound detectors that are maintained at entrance of our facility.

4

All vehicles are unmarked, tracked at all times via GPS tracking system. Drivers are required to check-in with our Network Operations Center every 20 minutes to give us a mileage reading, ETA and status update.

5

All drivers possess law enforcement, military, security logistics and/or corrections experience.

## SECURITY CONSTRUCT



# CONTACT INFORMATION

**Ryan Winmill, CEO**

**202-441-9348**

**[ryan@plymoutharmorgroup.com](mailto:ryan@plymoutharmorgroup.com)**





## Courier Job Description

### JOB TITLE:

Security Specialist – Armed and Unarmed Driver

### POSITION TYPE:

Full Time – Regular

Part Time - Hourly

Entry Level to Management

**JOB SUMMARY:** The Security Specialist is responsible for the protection and transportation of coin, currency, and product, while maintaining the utmost professional demeanor as they transfer assets to and from our client base of leading financial institutions, and retailers.

They must maintain the highest degree of security, awareness, control, and a teamwork attitude to go along with maintaining a safe driving record at all times. This is an armed position.

**Active or Retired Veterans, Law Enforcement, Fire Fighters, and First Responders welcomed.**

**Full and Part Time Positions Available: \$40,000 - \$50,000**

### MINIMUM SKILLS AND QUALIFICATIONS

- This position requires a high school diploma/general equivalency diploma or equivalent combination of education and work experience.
- Position requires individual to be 21 years of age or older.
- Two years of industry related experience are preferred.
- This position requires individual to obtain and maintain all required driver licenses and guard and gun permits or licenses on a current basis (OFFERING ARMED AND UNARMED POSITIONS) and maintain a satisfactory driving record.
- The employee must regularly be in an outdoor urban environment.
- Minimum lifting required (30lbs+) on a continual basis.
- Candidates must meet the company's hiring criteria to include a pre-employment background investigation and drug test. Physical exam and other testing may be required.

### COMPENSATION

Full Time: \$40,000 - \$50,000 with full benefits including insurance and retirement.

Part Time: \$22.00 - \$40.00 Hourly

**HOURS AND OVERTIME:** May be required to work outside of normal business hours and on weekends. Overtime eligible.

### Equal Employment Opportunity:

ATLAS's policy that employees should be able to enjoy a work environment free from all forms of unlawful employment discrimination. All decisions regarding recruiting, hiring, promotion, assignment, training, termination, and other terms and conditions of employment will be made without unlawful discrimination on the basis of race, color, national origin, ancestry, sex, sexual orientation, gender identity or expression, religion, age, pregnancy, disability, work-related injury, covered veteran status, political ideology, genetic information, marital status, or any other factor that the law protects from employment discrimination. Individuals will be selected for promotion based on skill and ability. Where skill and ability are equal, then length of continuous employment will be the determining factor.

Job Types: Full-time, Part-time, Contract

Salary: \$22.00 to \$40.00 /hour

# Appendix I: Courier Job Description

**Standard Operating Procedure**



**Quality Control and Testing**

Date: 12.1.2018

Last Update: 12.1.2018

Effective Date: 12.1.2018

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_1\_\_

Plymouth Armor Group, as a Third Party Transporter, DOES NOT intend to grow, sell, or store any marijuana or MIPS as part of the company's business model. Therefore, a procedure for quality control and testing does not apply to the scope of our business. The extent that Plymouth Armor Group will be involved in quality control and testing will be via transport to licensed or approved laboratory testing facilities. Please reference the policies and procedures on the transportation of marijuana to more accurately depict the company's role in quality control and testing, as it specifically relates to transport of marijuana or MIPS from cultivation sites to labs.

## Standard Operating Procedure



### Restricting Access to age 21 and Older

Date: 12.1.2018

Last Update: 12.1.2018

Effective Date: 12.1.2018

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_1\_\_

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

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

**Instructions:**

**1. Plymouth Armor Group Employees/Associates:**

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

**2. Delivery Vetting**

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

- f. Home Delivery: In the event that the state approves home delivery and regulations are rolled out more specifically, PAG will ensure that the proper vetting of delivery recipients put forth by the state is completed before delivery and will update policies and procedures once the state puts forth said requirements.
  - i. *Medical Home Delivery:* Currently, PAG will use the required manifest for Medical patient home delivery put forth by the state regulations, and, similar to product and/or cash transport, will require the proper identification upon delivery and take a photo of this ID or the caregivers ID for indefinite storage in our secure system. They will also require a paper and electronic signature as well.
  - ii. PAG agents will refuse a home delivery drop off if the proper manifest is not put forth by the dispensary and/or the correct recipient is not present upon arrival.
  - iii. In the event that this occurs, PAG employees will then be required to bring product back to the origin location immediately.
  - iv. In the event that this occurs, a formal compliance investigation will ensue.

## Standard Operating Procedure



# Maintaining Financial Records

Date: 12.1.2018

Last Update: 12.1.2018

Effective Date: 12.1.2018

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_2\_\_

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

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

**Instructions:**

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

**Invoicing Records**

- The company's business survives solely on payment for transport - not the sale or storage of any marijuana or MIPS. Clients are invoiced for the transports completed within a two week period.
- Clients are invoiced on the 1st and 15th of every month. These invoices are sent by email to the dispensaries lead accounting or accounts receivable employee. The checks are required to be sent by mail.
- All invoices are stored in the company's secure electronic job tracking system, as well as in their individual client folders in a locked storage cabinet at the company's headquarters.
- Invoices remain on file in paper form and electronically for an indefinite amount of time. They are available for review at any point upon request.

**Key Performance Metrics**

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

monthly KPI reports to executives and/or potential clients. In this same document, we calculate the daily total sales made. Although this documentation is not required, it is important information for the company to document to portray weekly to monthly to eventual yearly growth.

### **Financial Records**

- **Business Records:** Financial records are maintained in accordance with generally accepted accounting principles. The following business records are maintained electronically and at the company's headquarters in locked filing cabinets with limited access as well as the outside accountant's office. See also *Maintaining Financial Records*.
  - Assets and liabilities;
  - Monetary transactions;
  - Books of account, including journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records;
  - Salary, wages and benefits paid to each employee, stipends paid to board members and executive compensation.

## Standard Operating Procedure



## Qualifications and Training

Date: 12.1.2018

Last Update: 3.13..2020

Effective Date: 3.13.2020

Operations Approval: RW

Compliance Approval: JN

Page \_1\_ of \_2\_

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

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

### **Instructions:**

#### **Employee Background Checks and Identification**

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

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

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

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

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

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

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

#### **Anticipated Positions and Their Qualifications**

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

1. Client Relationship Manager
  - a. The job duties would be as follows:
    - Building and maintaining relationships with clients and key personnel within customer companies.
    - Conducting business reviews to ensure clients are satisfied with their products and services.
    - Alerting the sales team to opportunities for further sales within key clients.
    - Letting customers know about other products the company offers.
    - Attending meetings with clients to build relationships with existing accounts.
    - Achieving client relationship targets and KPI's as set by the Head of Sales.
    - Working closely with Account Managers and Sales Consultants.
    - Escalating and resolving areas of concern as raised by clients.
    - Carrying out client satisfaction surveys and reviews.
    - Monitoring company performance against service level agreements and flagging potential issues.
    - Passing leads to the sales team and following up on progress.
    - Liaising with internal departments to ensure client needs are fulfilled effectively.

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



## Standard Operating Procedure



# Record Keeping Procedures

Date: 12.1.2018

Last Update: 3.14.2020

Effective Date: 3.14.2020

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_3\_\_

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

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

### **Instructions:**

### **Operating Procedures:**

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

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

**Transport Records:**

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

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

- To summarize the following personnel records are maintained at PAG HQ in locked filing cabinets with limited access:
  - Job descriptions for each agent
  - Personnel record for each agent which includes:
    - All documents submitted to the commission
    - Documentation of verification of references
    - Job description and employment contract that includes duties, authority, responsibilities, qualifications, and supervisor
    - Documentation of all required trainings, including training on privacy and confidentiality and the signed and dated statement from the individual that they received the training and what topics were discussed (including the name and title of the presenters)
    - Documentation of periodic performance evaluations
    - Record of disciplinary action
    - Notice of completed responsible vendor and eight hour related duty training
  - Staffing plan that will demonstrate the accessible business hours
  - Personnel policies and procedures
  - All background check reports
- **Vehicles:** All Plymouth Armor Group vehicles are inspected twice daily via a vehicle inspection report. These reports are stored on file at the company's headquarters indefinitely. The company's GPS tracking system is also set to provide alerts automatically to the Fleet Manager when any or all vehicles require an oil change or any other maintenance. This allows vehicle maintenance to happen within 24 hours of an alert. All vehicle insurance and state inspection information is in each vehicle and on file at headquarters as well.
- **METRC:** The company will use and streamline with their respective dispensary/cultivation clients METRC to ensure compliance with electronic tracking of all products in the state system. We will align with each clients' SOPs on METRC during the client onboarding process to ensure the proper METRC tracking is in place. However, we will keep all METRC manifests on file for at least a year.
- **Waste Records:** As it would be a violation of our HCA to store any marijuana product at our facility, As PAG will not store marijuana at its facility, it is not anticipated that it will not have marijuana waste, nor the need for keeping records of the waste disposal.
- **Inventory Records:** PAG will not store any marijuana product at our facility, we will not have a marijuana inventory, nor the need for keeping records of said inventory.
- **Incident Reporting:** All incident reports will be maintained electronically and in hard copy for a period of one year, or during the pendency of an open investigation, whichever is longer.
- **Business Records:** Financial records are maintained in accordance with generally accepted accounting principles. The following business records are maintained electronically and at the company's headquarters in locked filing cabinets with limited access as well as the outside accountant's office. See also *Maintaining Financial Records*.
  - Assets and liabilities;
  - Monetary transactions;

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

## Standard Operating Procedure



## Personnel Policies

Date: 12.1.2018

Last Update: 12.1.2018

Effective Date: 12.1.2018

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_2\_\_

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

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

### **Instructions:**

#### **Staffing Plan**

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

The following staffing hours are anticipated for each position;

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

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

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

#### **Confidential Information**

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

#### **Immediate Dismissal**

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

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

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

### **Employee Background Checks and Identification**

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

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

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

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

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

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

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

\*Training is revisited as the state regulations evolve and eight hour training is repeated annually. 101(1

**Standard Operating Procedure**



**PLYMOUTH**  
ARMOR GROUP

**Qualifications and Training**

Date: 12.1.2018

Last Update: 3.13..2020

Effective Date: 3.13.2020

Operations Approval: RW

Compliance Approval: JN

Page \_1\_\_ of \_2\_\_



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

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

**Instructions:**

### **Employee Background Checks and Identification**

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

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

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

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

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

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

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

**Anticipated Positions and Their Qualifications**

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

1. Client Relationship Manager
  - a. The job duties would be as follows:
    - Building and maintaining relationships with clients and key personnel within customer companies.
    - Conducting business reviews to ensure clients are satisfied with their products and services.
    - Alerting the sales team to opportunities for further sales within key clients.
    - Letting customers know about other products the company offers.
    - Attending meetings with clients to build relationships with existing accounts.
    - Achieving client relationship targets and KPI's as set by the Head of Sales.
    - Working closely with Account Managers and Sales Consultants.
    - Escalating and resolving areas of concern as raised by clients.
    - Carrying out client satisfaction surveys and reviews.
    - Monitoring company performance against service level agreements and flagging potential issues.
    - Passing leads to the sales team and following up on progress.
    - Liaising with internal departments to ensure client needs are fulfilled effectively.

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



Standard Operating Procedure



Diversity Plan

Date: 12.1.2018

Last Update: 5.20.2020

Effective Date: 3.13.2020

Operations Approval: RW

Compliance Approval: JN

Page \_\_1\_\_ of \_\_3\_\_

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

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

**Instructions:** This Diversity plan will be disseminated to all Plymouth Armor Group employees and will become part of and delivered by the Plymouth Armor Group training program, as required by internal training policies and relevant regulations.

**Diversity Plan:**

**Goals:**

- Increase the number of individuals falling into the CCC-listed priority demographics (people of color, women, veterans, people with disabilities, people of all gender identities, and LGBTQ+) working at Plymouth Armor Group and provide professional development tools to ensure their success;
- Increase the number of individuals falling into the CCC-listed priority demographics (people of color, women, veterans, people with disabilities, people of all gender identities and LGBTQ+) in management and executive positions in the establishment and provide professional development tools to ensure their success;

## **Programs:**

### **Employee Recruitment and Hiring**

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

As we grow and work to hire more employees, the company is committed to recruiting in inclusive ways (thinking outside of the more accessible, affluent job posting markets, e.g websites). Recruitment comes primarily from recommendation of those employees already on staff and Plymouth Armor Group will seek recommendations from/of folks in the CCC-listed priority demographics. That being said, we hope to partner with organizations and publications that will be seen by members of priority demographics (e.g. local newspapers, nonprofits that work toward increasing employment in low-income communities, veteran's support services, etc.). We will regularly post in the town's newspaper, The Old Colony Memorial, and explicitly state the demographics that we are looking for. These postings will happen as needed when positions need to be filled. We will also quarterly attend job fairs that are held specifically for job procurement for the CCC-listed priority demographics.

The company also looks in depth at salaries and hourly wages to ensure there is no discrepancy based on any individual affinity group within our company. A salary audit will be done yearly to ensure equity persists across all levels of the establishment and opportunities for salary increase discussions will be made to all employees and not simply provided to those who have not internalized any oppression and, therefore, are more likely to push, ask, and receive a raise.

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

### **Professional Development**

At each employee's six month Performance Review, and all reviews going forward, an in depth look into their professional development goals will take place. This will allow us to analyze the professional development needs and goals of each individual more aptly and subsequently provide the appropriate professional development and/or resources to get them where they wish to be in our company and beyond. If our company upholds the commitment put forth in the first goal, this professional development commitment for our teams will ensure that all members of priority groups will be engaging in tailored professional development plans to ensure

they see growth in this company and in the industry. Already we have promoted one veteran from a courier role to a Fleet Management position given his performance review.

Our current Chief Operating Officer has a background in social and racial justice work, as well as over 10+ year experience as a social justice facilitator of diversity, equity, and inclusion trainings. They are currently developing a curriculum for an employee required training to constantly enhance the perspectives of all employees that will be rolled out in mid 2021, as the company becomes more established.

A large part of the company’s required staff training/orientation is committed to dismantling problematic, preconceived notions of both the industry and those one might consider to be the average “consumer”. It is our hope as a company to ensure our employees, no matter where they come from prior to joining our work, start out on the same page regarding the impact negative stereotypes of the industry and perpetuating negative stereotypes in general will have on our commitment to diversity, equity, and inclusion.

It is our hope that as the company grows we will continue an ongoing diversity, equity, and inclusion training series as part of all employees ongoing professional development. This will be ongoing quarterly each year.

**Measurements:**

Goal	Measure of Success
<ul style="list-style-type: none"> <li>Increasing the number of individuals falling into the CCC-listed priority demographics working at Plymouth Armor Group and provide professional development tools to ensure their success</li> </ul>	<ol style="list-style-type: none"> <li>Maintain a minimum rate of 25% women (5 individuals), 25% people of color (5 individuals) and 25% veterans (5 individuals). Employ 5% LGBTQ+ (2 individuals)</li> <li>Interview a minimum rate of 25% women, 25% people of color and 25% veterans. Employ 5% LGBTQ+</li> <li>75% employee retention at the end of first 18 months</li> <li>100% of employees have a tailored professional development plan at the end of year one</li> <li>Attend 4 job fairs a year</li> </ol>
<ul style="list-style-type: none"> <li>Increase the number of individuals falling into the CCC-listed priority demographics in management and executive positions in the establishment and provide professional development tools to ensure their success;</li> </ul>	<ol style="list-style-type: none"> <li>Interview a minimum rate of 25% women (10 individuals), 25% people of color (10 individuals) and 25% veterans (10 individuals). Employ 5% LGBTQ+ (4 individuals)</li> <li>Attend 4 job fairs a year</li> <li>Ensure at least 50% of the management team contains women, people of color, veterans, or LGBTQ+. (this would be 2 individuals)</li> </ol>

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

**Overall Company Commitment**

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

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

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