



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282958
Original Issued Date: 02/04/2022
Issued Date: 02/04/2022
Expiration Date: 02/04/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: GTE Taunton LLC

Phone Number: 508-846-5941 Email Address: gtepartnersllc@gmail.com

Business Address 1: 120 Bergeron Way Business Address 2:

Business City: Stoughton Business State: MA Business Zip Code: 02072

Mailing Address 1: 120 Bergeron Way Mailing Address 2:

Mailing City: Stoughton Mailing State: MA Mailing Zip Code: 02072

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 20

Role: Manager Other Role: CEO, Manager of the Parent Company

First Name: Chirag Last Name: Patel Suffix:

Gender: Male User Defined Gender:

Date generated: 03/01/2022 Page: 1 of 8

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 20

Role: Other (specify) Other Role: Manager of Parent Company

First Name: Hardik Last Name: Patel Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 20

Role: Other (specify) Other Role: Manager of Parent Company

First Name: Jack Last Name: Patel Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 20

Role: Other (specify) Other Role: Manager of Parent Company

First Name: Indravadan Last Name: Patel Suffix:

Gender: Male User Defined Gender:

out of bottled out of the state of the state

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control: 20

Role: Other (specify) Other Role: Manager of Parent Company

First Name: Mahendra Last Name: Patel Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 100

Entity Legal Name: Green Tech Enterprises Inc.

Entity DBA:

DBA

City:

Entity Description: parent company of GTE Franklin LLC

Foreign Subsidiary Narrative:

Entity Phone: 508-846-5941 Entity Email: gtepartnersllc@gmail.com Entity Website:

Entity Address 1: 120 Bergeron Way Entity Address 2:

Entity City: Stoughton Entity State: MA Entity Zip Code: 02072

Entity Mailing Address 1: 120 Bergeron Way

Entity Mailing Address 2:

Date generated: 03/01/2022 Page: 2 of 8

Entity Mailing City: Stoughton Entity Mailing State: MA Entity Mailing Zip Code:

02072

Relationship Description: Green Tech Enterprises Inc is the sole Member of GTE Franklin LLC. Members have the authority to remove managers according the operating agreement of the LLC. Additionally, Chirag Patel, the sole Manager of GTE Franklin LLC is also a Director and Executive of Green Tech Enterprises Inc. Thus, his authority in the corporation is exercised in parallel with the LLC.

Entity with Direct or Indirect Authority 2

Percentage of Control: Percentage of Ownership:

Entity Legal Name: GTE Partners LLC Entity DBA: DBA City:

Entity Description: Parent Company of Green Tech Enterprises

Foreign Subsidiary Narrative:

Entity Phone: 508-846-5941 Entity Email: gtepartnersllc@gmail.com Entity Website:

Entity Address 1: 120 Bergeron Way Entity Address 2:

Entity City: Stoughton Entity State: MA Entity Zip Code: 02072

Entity Mailing Address 1: 120 Bergeron Way Entity Mailing Address 2:

Entity Mailing City: Stoughton Entity Mailing State: MA Entity Mailing Zip Code: 02072

Relationship Description: GTE Partners LLC is the parent company of Green Tech Enterprises Inc.

Entity with Direct or Indirect Authority 3

Percentage of Control: Percentage of Ownership:

Entity Legal Name: GTE Realty LLC Entity DBA: DBA City:

Entity Description: LLC

Foreign Subsidiary Narrative:

Entity Phone: 508-846-5941 Entity Email: chirag715@gmail.com Entity Website:

Entity Address 1: 120 Bergeron Way Entity Address 2:

Entity City: Stougton Entity State: MA Entity Zip Code: 02072

Entity Mailing Address 1: 120 Bergeron Way Entity Mailing Address 2:

Entity Mailing City: Stoughton Entity Mailing State: MA Entity Mailing Zip Code: 02072

Relationship Description: capital contributor

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: GTE Realty LLC Entity DBA:

Email: chirag715@gmail.com Phone: 508-846-5941

Address 1: 120 Bergeron Way Address 2:

City: Stoughton State: MA Zip Code: 02072

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$300000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

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DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Chirag Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Franklin Marijuana Establishment State: MA

Individual 2

First Name: Hardik Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Franklin Marijuana Establishment State: MA

Individual 3

First Name: Jack Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment State: MA Marijuana Establishment City: Franklin

Individual 4

First Name: Indravadan Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Franklin Marijuana Establishment State: MA

Individual 5

First Name: Mahendra Last Name: Patel Suffix:

Marijuana Establishment Name: GTE Franklin LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Franklin Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 295 Broadway Street

Establishment Address 2:

Establishment City: Taunton Establishment Zip Code: 02780

Approximate square footage of the establishment: 3864 How many abutters does this property have?: 29

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Certification of Host Community	Taunton HCA Certification.pdf	pdf	5d70035332375f1de7f6df97	09/04/2019
Agreement				
Plan to Remain Compliant with Local	Plan to Remain Compliant with Local	pdf	5e5ec84cd21b9346780e0d0a	03/03/2020
Zoning	Zoning.pdf			
Community Outreach Meeting	Notice Package 6.15.20_compressed.pdf	pdf	5ee77ea7721f40180b7322f6	06/15/2020
Documentation				

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

Page: 4 of 8 Date generated: 03/01/2022

Document Category Document Name Type ID Upload Date

Plan for Positive Impact Plan for Positive Impact Taunton with Letter.pdf pdf 5efa31ccd1a4246bfac27b7a 06/29/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role: Parent Company Board Member

First Name: Chirag Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Board Member Other Role: Parent Company Board Member

First Name: Hardik Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Board Member Other Role: Parent Company Board Member

First Name: Indravandan Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Board Member Other Role: Parent Company Board Member

First Name: Jack Last Name: Patel Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Board Member Other Role: Parent Company Board Member

First Name: Mahendra Last Name: Patel 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: GTE Realty LLC Entity DBA:

Entity Description: limited liability company

Phone: 508-846-5941 Email: chirag715@gmail.com

Primary Business Address 1: 120 Bergeron Way Primary Business Address 2:

Primary Business City: Stoughton Primary Business State: MA Principal Business Zip Code: 02072

Additional Information:

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Entity Background Check Information 2

Role: Parent Company Other Role: Parent Company of GTE Taunton LLC

Entity Legal Name: Green Tech Enterprises Inc Entity DBA:

Entity Description: domestic business corporation

Phone: 508-846-5941 Email: gtepartnersllc@gmail.com

Primary Business Address 1: 120 Bergeron Way Primary Business Address 2:

Primary Business City: Stoughton Primary Business State: MA Principal Business Zip Code: 02072

Additional Information:

Entity Background Check Information 3

Role: Parent Company Other Role: Parent Company of Green Tech Enterprises Inc.

Entity Legal Name: GTE Partners LLC Entity DBA:

Entity Description: limited liability company

Phone: 508-846-5941 Email: gtepartnersllc@gmail.com

Primary Business Address 1: 120 Bergeron Way Primary Business Address 2:

Primary Business City: Stoughton Primary Business State: MA Principal Business Zip Code: 02072

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
				Date
Department of Revenue - Certificate of Good	DoR Certificate of Good	pdf	5d6edb9b8470d4229ba446f6	09/03/2019
standing	Standing.pdf			
Secretary of Commonwealth - Certificate of	SoS Certificate of Good	pdf	5d6edba632375f1de7f6dc8c	09/03/2019
Good Standing	Standing.pdf			
Bylaws	GTE Taunton LLC - Operating	pdf	5d6fee683aff472290b9f92c	09/04/2019
	Agreement.pdf			
Articles of Organization	GTE Taunton-Articles of Org.pdf	pdf	5d6feede3aff472290b9f930	09/04/2019

No documents uploaded

Massachusetts Business Identification Number: 001372660

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Proposed Timeline	Proposed_timeline.pdf	pdf	5d6ff0883567ed1db89e1703	09/04/2019
Plan for Liability Insurance	Plan for obtaining liability insurance.pdf	pdf	5d6ff091af9d6f1dd58a1bfa	09/04/2019
Business Plan	Update GTE Taunton Business Plan.pdf	pdf	5e4d74d24dd5bb0494107a49	02/19/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for obtaining products.pdf	pdf	5d6ff1c7d4b61e1ddc08c91c	09/04/2019
Separating recreational from medical operations, if applicable	Plan for Separate Rec from Med.pdf	pdf	5d6ff29ec544c91e011c6b73	09/04/2019
Restricting Access to age 21 and older	Plan for restricting access to age 21 and older.pdf	pdf	5d6ff303af9d6f1dd58a1c07	09/04/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5d6ff38532375f1de7f6deee	09/04/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5d6ff3b40473c3226f35b98b	09/04/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5d6ff3ecd8b08e1dbf14413e	09/04/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5d6ff4260473c3226f35b990	09/04/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5d6ff46338be9e227ac53084	09/04/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5d6ff49f3aff472290b9f956	09/04/2019
Personnel policies including background checks	Personnel Policies including background checks.pdf	pdf	5d6ff50b816d7b225d158b5b	09/04/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5d6ff5c63567ed1db89e1731	09/04/2019
Maintaining of financial records	Maintatining of Financial Records.pdf	pdf	5d6ff60432375f1de7f6df04	09/04/2019
Qualifications and training	Qualifications and training.pdf	pdf	5d6ff7e2af9d6f1dd58a1c3f	09/04/2019
Security plan	GTE Taunton Updated Security Plan.pdf	pdf	5e5eca6a8b5ea5469520d6f7	03/03/2020
Personnel policies including background checks	GTE Taunton Updated Personnel Policies Summary.pdf	pdf	5e5ecba444a317443c107b78	03/03/2020
Diversity plan	GTE Taunton Diversity Plan RFI 1.pdf	pdf	5e5ece9a73b705467fec92d4	03/03/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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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: 10:00 AM Monday To: 9:00 PM

Tuesday From: 10:00 AM Tuesday To: 9:00 PM

Wednesday From: 10:00 AM Wednesday To: 9:00 PM

Thursday From: 10:00 AM Thursday To: 9:00 PM

Friday From: 10:00 AM Friday To: 9:00 PM

Saturday From: 10:00 AM Saturday To: 9:00 PM

Sunday From: 10:00 AM Sunday To: 9:00 PM

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Annlicant

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,
Signature of Authorized Representative of Applicant
Host Community I, Thomas C. Hoye, Tr., (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for for flower to the community of the contracting authority for flower to the community of the contracting authority or flower than the contract
Signature of Contracting Authority or

Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Green Tech Enterprises Taunton, LLC, ("GTE") is and will remain in compliance with local codes, ordinances and bylaws for the physical address of 295 Broadway, Taunton, MA 02780 the retail marijuana establishment at, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

295 Broadway is located in the Highway Business District and permitted by Special Permit from the Municipal Council. This location is properly zoned for a marijuana retailer pursuant to the City of Taunton Zoning Bylaw Chapter 222 and Table of Use Regulations. Section 1 of Chapter 222 of the City of Taunton's Zoning Bylaws outlines the license requirements for a "recreational (non-medicinal) marijuana establishment". This Section requires a license issued by the Taunton Municipal Council in congruence with the Police and License Commission, an executed host community agreement, and a special permit issued by the Municipal Council. GTE has entered into a host community agreement with the City of Taunton and is scheduled to appear before the Municipal Council for a special permit public hearing in the coming weeks.

In addition to GTE remaining compliant with existing Zoning Bylaws; GTE will continuously engage with City of Taunton officials to remain up to date with local zoning ordinances to remain fully compliant.



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).

requirements of 935 CMR 500 and	, (insert name) attest as an authorized representative of (insert name of applicant) that the applicant has complied with the the guidance for licensed applicants on community outreach, as
detailed below.	guidance for needsed applicants on community outleach, as

- 1. The Community Outreach Meeting was held on Dec 2 nd zoto (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 November 18th 2019 (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 November 21st 2019 (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 Ntremper 25th 2519 (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.











Serving Fall River, Taunton And The Southcoast Region Of Bristol County

To advertise call 508,676,2517

online TAUNTONGAZETTE.com



For rates and to place a legal advertisement Call 1-800-624-7355 ext.6930 0

legals@wickedlocal.com email

WICKED! DCAL"

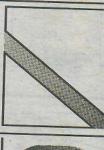
Help Wanted

FLORAL DESIGNER P/

he oldest florist shops in Easton is seeking ted hard working person with at least 5 yrs. loral design. Must have knowledge of comtake orders and have good customer servluirements: holidays season 40-50 hrs. per

ë

jay@modernlandscaping.com week. Send resume to:







DEPARTMENT OF THE TRIAL COURT LAND COURT

review your proposed valuation from November 20, 2019 to November 21, 2019 from 8:30 am to 3:30 pm, November 22, 2019 from 8:30 am to 11:30

You may

am and November 25, 2019 to November 26, 2019 from 8:30 am to 3:30

pm and November 27, 2019 from 8:30 am to 11:30 am at the following location: Assessors Office at the Rehoboth Town Office Building at 148 Peck Street, Rehoboth. Contact the Assessor's Office if you have any questions.

Certification, values are still pending and subject to a change. The values

are increasing from approximately 3% to approximately 8%.

19 SM 005342

ORDER OF NOTICE

Rehoboth Board of Assessors

Erica L. Koch fMa Erica Lynn Zitta and Robert M. Koch, Jr.

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C.c. 50 §3901 (et seq) Rockland Trust Company, successor by merger to Mayflower Co-operative Bank

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by David Petrusewicz and Denise Petrusewicz to Mortgage Electronic Registration Systems, Inc., as nominee for Castle Point Mortgage, Inc., its successors and assigns, dated June 8, 2005 and recorded with the Bristol County (Northern District) Registry of Deeds at Book assigned to HSBC Bank USA, N.A. by Mortgage Electronic Registration Systems, Inc., as nominee for Castle Point Mortgage, Inc. by assignment 14870, Page 314 as affected by a Loan Modification recorded on April 17, 2014 in Said Registry of Deeds at Book 21634, Page 139, subsequently numbered 1080 Rocky Woods Street, given by Erica Lynn Zitta and Robert M. Koch, Jr. to Mayflower Co-operative Bank, dated October 16, 2003, and recorded in Bristol County (Northern District) Registry of Deeds in Book 12918, Page 248, and now held by Plaintiff as successor by merger, has/have filed with this court a complaint for determination of Defendants/Defendants claiming to have an interest in a Mortgage covering real property in Taunton Servicemembers status,



LEGAL NOTICE 295 Broadway Street

> be updated every five years. The Rehoboth Board of Assessors The Massachusetts Department of Revenue requires that property values announces that our property valuations for Fiscal Year 2020 are being completed and waiting for preliminary approval from the Massachusetts Department of Revenue. Though we not have received Preliminary

REVISED NOTICE TO THE TAXPAYERS OF REHOBOTH

REVISED NOTICE TO TAXPAYERS

PUBLIC DISCLOSURE LEGAL NOTICE

Notice is hereby given that GTE Taunton LLC is hosting a Community faunton, MA 02780. We will be doing a presentation which will outline the Taunfon. The meeting has been scheduled for December 2nd, 2019 at 6pm at Holiday Inn Taunton-Foxboro Area located at 700 Myles Standish Blvo Marijuana Establishment is anticipated to be located at 295 Broadway There will be an opportunity for the pub-Taunton, MA 02780 in the Mason Amphitheater. The proposed Retail Outreach Meeting for a proposed Marijuana Establishment in the city letails of the propo ic to ask questions

AD#13848225 TDG 11/18/19

2 Alpine Avenue

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

EGAL NOTICE

235 Ice House Road

AD#13850569 TDG 11/18/19

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE LEGAL NOTICE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Jed E. Duso and Clotilde F. Garcia to Chase Manhattan Mortgage Corporation, dated June 27, 2003 and recorded with the Bristol County (Northern District) Registry of Deeds at Book 12308, Page 156, as affected by an Assumption Agreement recorded in said Registry of Deeds in Book 17896, Page 327, subsequently assigned to Secretary of Housing and Urban Development by JPMorgan Chase Bank, N.A., S/B/M to Chase Home Finance LLC, S/B/N to Chase Manhattan Mortgage Corporation by assignment recorded in said Bristol County (Northern District) Registry of Deeds at Book 21609, Page 193, subsequently assigned to Barview Loan virtue and in execution of the Power of Sale contained in a certain recorded in said Bristol County (Northern District) Registry of Deeds at

11/19/2019 Public Notices

295 BROADWAY STREET LEGAL NOTICE NOTICE IS ...

295 Broadway Street

LEGAL NOTICE

Notice is hereby given that GTE Taunton LLC is hosting a Community Outreach Meeting for a proposed Marijuana Establishment in the city of Taunton. The meeting has been scheduled for December 2nd, 2019 at 6pm at Holiday Inn Taunton-Foxboro Area located at 700 Myles Standish Blvd Taunton, MA 02780 in the Mason Amphitheater. The proposed Retail Marijuana Establishment is anticipated to be located at 295 Broadway Taunton, MA 02780. We will be doing a presentation which will outline the details of the proposed business. There will be an opportunity for the public to ask questions

AD#13848225

TDG 11/18/19

Appeared in: Taunton Gazette on Monday, 11/18/2019

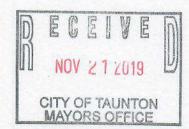
<u>Back</u>

GTE TAUNTON LLC COMMUNITY OUTREACH MEETING

11/14/19

RE:

GTE Taunton LLC 120 Bergeron Way Stoughton, MA 02072



RE: GTE Taunton LLC Community Outreach Meeting

Dear Sir or Madam:

This Letter is to inform you that a Community Outreach Meeting for a proposed Marijuana Establishment has been scheduled for December 2nd, 2019 at 6pm at Holiday Inn Taunton-Foxboro Area located at 700 Myles Standish Blvd Taunton, MA 02780 in the Mason Amphitheater. The proposed Retail Marijuana Establishment is anticipated to be located at 295 Broadway St Taunton, MA 02780. We will be doing a presentation which will outline the details of the proposed business. There will be an opportunity for the public to ask questions.

Sincerely,

Chirag Patel

President, GTE Taunton LLC

(508) 846-5941

GTE TAUNTON LLC COMMUNITY OUTREACH MEETING

11/14/19

RE: GTE Taunton LLC 120 Bergeron Way Stoughton, MA 02072

RE: GTE Taunton LLC Community Outreach Meeting

Dear Sir or Madam:

This Letter is to inform you that a Community Outreach Meeting for a proposed Marijuana Establishment has been scheduled for December 2nd, 2019 at 6pm at Holiday Inn Taunton-Foxboro Area located at 700 Myles Standish Blvd Taunton, MA 02780 in the Mason Amphitheater. The proposed Retail Marijuana Establishment is anticipated to be located at 295 Broadway St Taunton, MA 02780. We will be doing a presentation which will outline the details of the proposed business. There will be an opportunity for the public to ask questions.

Sincerely,

Chirag Patel

President, GTE Taunton LLC

(508) 846-5941

11-21-19

TAUNTON PLANNING BOARD

Mf office

GTE TAUNTON LLC COMMUNITY OUTREACH MEETING

11/14/19

RE: GTE Taunton LLC 120 Bergeron Way Stoughton, MA 02072

RE: GTE Taunton LLC Community Outreach Meeting

Dear Sir or Madam:

This Letter is to inform you that a Community Outreach Meeting for a proposed Marijuana Establishment has been scheduled for December 2nd, 2019 at 6pm at Holiday Inn Taunton-Foxboro Area located at 700 Myles Standish Blvd Taunton, MA 02780 in the Mason Amphitheater. The proposed Retail Marijuana Establishment is anticipated to be located at 295 Broadway St Taunton, MA 02780. We will be doing a presentation which will outline the details of the proposed business. There will be an opportunity for the public to ask questions.

Sincerely,

Chirag Patel

President, GTE Taunton LLC

(508) 846-5941



300ft. Abutters of Property 39-416-0 at 295 BROADWAY

Abutter	Street Address	Account No.	Tax Bill Address
39-158-0	272 BROADWAY	9741	
39-423-0	271 BROADWAY	10436	
39-422-0	273 BROADWAY	10437	
39-113-0	77 JACKSON STREET	9812	
39-157-0 [274 BROADWAY	816	
39-105-0	288 BROADWAY	1179	
39-101-0	25 VAILLANCOURT STREET	16229	
39-414-0	305 BROADWAY	870	

Abutter	Street Address	Account No.	Tax Bill Address
39-109-0	316 BROADWAY	1182	
39-104-0	80 JACKSON STREET	16237	
39-159-0	BROADWAY	9742	
39-110-0 !	318 BROADWAY	1183	
39-102-0	1 VAILLANCOURT STREET	16230	
39-111-0	280 BROADWAY	815	
39-97-0	63R VAILLANCOURT STREET	16226	
39-417-0	289 BROADWAY	867	



300ft. Abutters of Property 39-416-0 at 295 BROADWAY

Abutter	Street Address	Account No.	Tax Bill Address
39-419-0	285 BROADWAY	10440	
39-420-0	283 BROADWAY	10439	
39-415-0	303 BROADWAY	878	
32-28-0	400 BROADWAY	1185	
39-413-0	315 BROADWAY	871	
39-103-0 F	5 VAILLANCOURT STREET	16231	
39-107-0	314 BROADWAY	18484	
39-99-0	41 VAILLANCOURT STREET	16227	



300ft. Abutters of Property 39-416-0 at 295 BROADWAY

Street Address	Account No.	Tax Bill Address
31 VAILLANCOURT STREET	16228	
79 JACKSON STREET	9788	
275 BROADWAY	10438	
BROADWAY	1184	N 8
EAST BRITANNIA STREET	103236	C 9
	31 VAILLANCOURT STREET 79 JACKSON STREET 275 BROADWAY BROADWAY	31 VAILLANCOURT STREET 16228 79 JACKSON STREET 9788 275 BROADWAY 10438 BROADWAY 1184



300ft. Abutters of Property 39-416-0 at 295 BROADWAY

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 09/05/2019.

I hereby certify that the names and mailing addresses of the per record as shown on the most recent certified tax list dated	rsons shown on the above list are the names and addresses of the owners of
Signed,	Not official unless stamped by the Board of Assessors
Name: Title:	
Date:	

BASED ON OUR CURRENT RECORDS,

THIS OFFICE CERTIFIES

THE ABOVE OWNERSHIP IS

CORRECT AS OF_ AND WITHIN

BOARD OF ASSESSORS

Survalure









U.S. Postal Service™



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT 87 Domestic Mail Only TU For ABINFONInfonpatien yeight our 149 \$3.50 0403 \$0.00 88 1 Extra Services & Fees (check box, add fee as applicate Return Receipt (hardcopy) \$0.00 Return Receipt (electronic) Postmark \$0.00 Certified Mail Restricted Deliv Here \$0.00 Adult Signature Required Adult Signature Restricted Del J 11/20/2019 90 Total Postage and Mec 05 702 City, S U.S. Postal Service™ CERTIFIED MAIL® RECEIPT 292 Domestic Mail Only or delivery information, visit our website at www.usps.com² 工 Certified Mail Fee \$3.50 0403 99 \$0.00 88 xtra Services & Fees (check box, add feeds sport priate) Return Receipt (hardcopy) 0000 \$0.00 Postmark Return Receipt (electronic) \$0.00 Here Certified Mall Restricted Delivery \$0.00 Adult Signature Required Adult Signature Restricted Delivery \$ 0990 \$0.55 11/20/2019 Total Postage and \$4005 707 City, State, ZIP+4®

PS Form 3800, April 2015

PLAN FOR POSITIVE IMPACT

INTENT

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, GTE Taunton LLC (together with our other entity, GTE Franklin, LLC, collectively known as "GTE") recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. GTE will focus its time and resources on its host community of Taunton and the surrounding community of Mansfield, which has been identified by the Cannabis Control Commission ("CCC") as an area of disproportionate impact. GTE is fully committed to ensuring that it is making positive and lasting contributions to the communities where the company resides as well as neighboring localities that have been disproportionately impacted.

PURPOSE

The purpose of this document is to summarize GTE's plan to ensure our business creates positive and lasting impacts within the communities in which it will be involved.

GTE is committed to fostering positive relationships within the community and identifying ways in which to give back. GTE seeks to utilize our resources – including time, talent and monies – to provide assistance to those who may be underserved and/or in need. We plan to achieve these goals through charitable giving, volunteer time and community engagement.

INITIATIVES AND METRICS

GTE aims to implement the following initiatives to assist those communities that have been disproportionately impacted.

Proposed Initiative: GTE will make a minimum annual financial contribution of at least \$5,000 to Safe Coalition (SAFE). SAFE is a regional coalition of community partners in Western Norfolk County who provide a pathway for support, education, treatment options, and coping mechanism for those affected by substance use disorder. SAFE serves Commission-designated areas of disproportionate impact in Western Norfolk County, specifically Mansfield and Walpole. Attached, please find a letter from SAFE acknowledging acceptance of funds from cannabis license holders.

<u>Goal</u>: GTE will make an annual contribution to SAFE which will in turn support and empower those affected by substance use disorder, granting individuals and their families the necessary tools to succeed on the path to recovery.

<u>Metrics</u>: GTE will maintain a record of its annual donations to SAFE. GTE will keep records of feedback that we receive relative to the impact of our contributions, if any. This will in turn help us make decisions about adjustments that need to be made in the future.

Proposed Initiative: GTE will commit to provide all employees with a minimum of 8 hours paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. GTE will focus their clean-ups in Mansfield.

<u>Goal</u>: GTE is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company with a goal of donating 8 hours per employee per year. GTE will also have a goal of 85% participation in the neighborhood clean-up program by its employees each calendar year.

Metrics: GTE will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. GTE will host two clean-up days annually, one in the Spring and one in the Fall. GTE will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a comprehensive report that will be completed 60 days prior to our annual license renewal (one year from provisional licensure, and each year thereafter) to the Cannabis Control Commission. GTE will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

CONCLUSION

GTE will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. GTE will receive confirmation from an organization that it can receive a donation or work with the marijuana establishment in furthering its goals. Letters from the organizations will be attached and included in GTE's Plan for Positive Impact on file at its marijuana establishment. It is important to note that no specific organizations are currently a part of this Plan; however, GTE will adhere to this acknowledgement should it retool its policies and procedures in the future and in consultation with the Commission. Any actions taken, or programs instituted by GTE will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



SAFE Coalition | PO Box 434 | Franklin, MA 02038

Re:

GTE Taunton, LLC 120 Bergeron Way Stoughton, MA 02072

Dear Cannabis Control Commission,

It has been brought to our attention that local organizations that are open to receiving donations through the Positive Impact Plan from a Cannabis establishment will need to express in writing.

Over the last year the SAFE Coalition in Franklin has been in communication with GTE Taunton, LLC and our organization is open to receiving a donation from this company.

Please let us know if you need any further information.

Warmly,

Jennsfer Levine

Executive Director, Co-founder

SAFE Coalition

Jknight-levine@safecoalitionma.org

858-952-8120

Letter ID: L0960957312 Notice Date: May 15, 2019 Case ID: 0-000-781-045



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



- Կոլիկոդիկոդիկիլիգներներերը լիբինացրգրկ

GTE TAUNTON LLC 120 BERGERON WAY STOUGHTON MA 02072-1396

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

end b. Glor

Edward W. Coyle, Jr., Chief

Collections Bureau



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

May 14, 2019

TO WHOM IT MAY CONCERN:

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

GTE TAUNTON LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on March 10, 2019.

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: CHIRAG PATEL

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

Ellian Travin Galicin

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

GTE TAUNTON LLC

A Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into this 30th day of March, 2019, made effective March 1, 2019 (the "Effective Date").

SECTION ONE

THE LIMITED LIABILITY COMPANY

- 1.1 Formation. Effective March 11, 2019 the Members formed a limited liability company under the name GTE Taunton LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the Commonwealth of Massachusetts (the "Act"). The Members agree to file with the appropriate agency within the Commonwealth of Massachusetts charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.
- 1.2 Name. The business of the Company will be conducted under the name GTE Taunton LLC, or such other name upon which the Members may unanimously agree.

- 1.3 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the Commonwealth of Massachusetts.
- 1.4 Address. The Company will maintain its principal business office at 120 Bergeron Way, Stoughton, Massachusetts 02027 and its business records at the same.
- 1.5 Registered Agent. Ian Hedges is the Company's initial registered agent in the Commonwealth of Massachusetts, and the registered office is at 480 Turnpike Street, South Easton, Massachusetts 02375.
- *1.6 Term.* The term of the Company commenced on March 11, 2019 and shall continue perpetually unless sooner terminated as provided in this Agreement.
- 1.7 Names and Addresses of Members. The Members' names are attached as Schedule 1 to this Agreement.
- 1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2 CAPITAL CONTRIBUTIONS

- 2.1 Capital Contributions. Simultaneously with the execution of this Agreement, the payment of any cash Capital Contribution made by each Member shall be available for deposit into a bank account of the Company and shall be counted as a Capital Contribution of such Member. The amount of Capital Contributions and Percentage Interest of each Member are provided in the Exhibit A attached hereto.
- 2.2 No Additional Required Contributions. The Members shall not be required to contribute additional amounts to the capital of the Company.
- 2.3 Payment of Operating Costs. If the Company is unable to pay its Operating Costs, any Member may, to the extent approved by the Manager, advance funds (the "Operating Advances") to the Company. The Operating Advances shall constitute loans to the Company and shall be repaid pursuant to such terms and conditions agreed to by the Manager. All Operating Advances shall be repaid in full with accrued interest before any distribution of Net Cash Flow to Members.

- 2.4 Withdrawal of Capital Contributions. No Member shall be entitled to withdraw any part of its Capital Contribution, to receive interest or other earnings on its Capital Contribution or to receive any distributions from the Company, except as expressly provided in this Agreement. No Member shall be entitled to resign or withdraw from the Company except as expressly provided in this Agreement, and no Member shall be entitled to receive any distribution or otherwise receive the fair market value of its Membership Interest in compensation for any purported resignation or withdrawal not in accordance with the terms of this Agreement.
- 2.5 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.
- 2.6 Return of Capital. No Member shall be entitled to withdraw any part of its Capital Contribution, except as expressly provided in this Agreement. No Member shall be entitled to resign or withdraw from the Company except as expressly provided in this Agreement, and no Member shall be entitled to receive any distribution or otherwise receive the fair market value of its Membership Interest in compensation for any purported resignation or withdrawal not in accordance with the terms of this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

- 3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative percentage interest in the Company as set forth in Schedule 1 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.
- 3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).
- 3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

4.1 The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company. Except as provided in the Act or as expressly provided herein, the Manager shall have the exclusive power and authority over the conduct of the Company's business, operations and affairs. The Manager is hereby authorized and empowered on behalf and in the name of the Company to do the following: (i) carry out the purposes of the Company; (ii) manage the affairs and business of the Company and (iii) perform all acts, and to enter into and to perform all contracts and other undertakings, which the Manager may in its sole discretion deem necessary or advisable, or which are incidental, to carry out the purposes of the Company and which are not in contravention of this Agreement. Any action taken by the Manager shall constitute the act of and serve to bind the Company and each Member thereof. The Manager shall be the sole Person with the power to bind the Company, except to the extent that such power and authority is expressly delegated to any other Person by the Manager or this Agreement. No delegation of power and authority by the Manager shall cause the Manager to cease to be the Manager of the Company.

- 5.2 Number of Managers; Initial Managers. The number of initial Managers shall be one (1). The initial Manager of the Company shall be Chirag Patel.
- 5.3 Term of Manager. The Manager shall serve until a successor or successors are duly elected and have qualified, or until its earlier resignation or removal pursuant to Sections 5.6 and 5.7.
- 5.4 Indemnity. No Manager, Member, officer, agent or employee of the Company shall be liable, responsible or accountable for damages or otherwise to the Members or the Company for any acts taken or performed or for any omission to act, if such conduct does not constitute willful misconduct or recklessness. In any threatened, pending or completed action, suit or investigation in which any Manager, Member, officer, agent or employee of the Company was or is a party by virtue of his status as a Manager, Member, officer, agent or employee of the Company shall, solely from Company assets, indemnify the Manager, Member, officer, agent or employee of the Company against judgments, settlements, penalties, fines or expenses, including attorney's fees, incurred by him in connection therewith, so long as his act or failure to act does not constitute willful misconduct, recklessness, a breach of loyalty, lack of good faith, intentional misconduct, knowing violation of law, or a transaction from which he derived an improper personal benefit. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights and remedies to which the Manager, Member, officer, agent or employee of the Company shall be entitled, whether pursuant to some other provision of this Agreement, at law or in equity.
- 5.5 Third Party Consultants. The Manager may consult with legal counsel, accountants, appraisers, management consultants and such other consultants and advisors ("Third Party Consultants") as it may deem necessary or advisable. The opinion of such Third Party Consultants as to matters that the Manager reasonably believes to be within such Third Party Consultant's professional or expert competence shall constitute full and complete authorization and protection in respect of any action taken or suffered or omitted by the Manager in good faith and in accordance with such opinion, provided that the Manager acted reasonably and in good faith in the selection of such Person or in reliance on such opinion.
- 5.6 Resignation of Manager. Any Manager may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon the receipt of notice or at such time as shall be specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.
- 5.7 Removal of Manager. A Manager may be removed at any time, with or without cause, by a **Majority in Interest** of Common Unit Holders.

5.8 Appointments of Managers. Members shall fill any vacancies in positions of Manager by the vote of a **Majority in Interest**.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

- 6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.
- 6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.
- 6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

- 7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.
- 7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.
- 7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.
- 7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the

name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

- 8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.
- 8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:
 - 8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").
 - 8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.
 - 8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.
 - 8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person

- is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.
- 8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.
- 8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until: (i) the transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and (ii) the transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.
- 8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.
 - 8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.
- 8.5 Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by

providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

- 8.5.1 The value of each Member's Interest in the Company will be determined by a existing appraisal of the assets of the Company performed by a certified appraiser conducted by the Company's mortgage lender. However, if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.
- 8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.
- 8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final

- appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.
- 8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:
 - 8.5.4.1 \$1,000.00 in cash, bank cashier's check, or certified funds:
 - 8.5.4.2 The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.
- 8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.
- 8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

- *9.1 Dissolution*. The Company will be dissolved on the happening of any of the following events:
 - 9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;
 - 9.1.2 The agreement of all of the Members;
 - 9.1.3 By operation of law; or
 - 9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.
- 9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:
 - 9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members:
 - 9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and
 - 9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

- 10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.
- 10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (without regard to principles of conflicts of law).
- 10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.
- 10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.
- 10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.
- 10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.
- 10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

GTE Taunton, LLC, a Massachusetts limited liability company

By: Chirag Patel, Manager

Listing of Members - Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR GTE TAUNTON LLC LISTING OF MEMBERS

Name and Address

Percentage Interest

Green Tech Enterprises, Inc 120 Bergeron Way Stoughton, MA 02027 100%

MA SOC Filing Number: 201978460140 Date: 3/10/2019 2:08:00 PM



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: 001372660

1. The exact name of the limited liability company is: GTE TAUNTON LLC

2a. Location of its principal office:

No. and Street: 120 BERGERON WAY

City or Town: STOUGHTON State: MA Zip: 02072 Country: USA

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

No. and Street: 120 BERGERON WAY

City or Town: <u>STOUGHTON</u> State: <u>MA</u> Zip: <u>02072</u> Country: <u>USA</u>

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

RETAIL ESTABLISHMENT

- 4. The latest date of dissolution, if specified:
- 5. Name and address of the Resident Agent:

Name: <u>IAN HEDGES</u>

No. and Street: 480 TURNPIKE STREET

City or Town: SOUTH EASTON State: MA Zip: 02375 Country: USA

- I, <u>IAN HEDGES</u> 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
MANAGER	CHIRAG PATEL	120 BERGERON WAY STOUGHTON, MA 02072 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHIRAG PATEL	120 BERGERON WAY STOUGHTON, MA 02072 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of March, 2019, $\underline{\mathsf{IAN}\ \mathsf{HEDGES}}$

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

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MA SOC Filing Number: 201978460140 Date: 3/10/2019 2:08:00 PM

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:

March 10, 2019 02:08 PM

WILLIAM FRANCIS GALVIN

Heteram Francis Dalies

Secretary of the Commonwealth

PLAN FOR OBTAINING LIABILITY INSURANCE

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

GTE TAUNTON LLC

Business Plan



Chirag Patel

9/1/2019

This document and the information in it are provided in confidence, for the sole purpose of exploring business opportunities between the disclosing party and the receiving party concerning GTE Taunton LLC and may not be disclosed to any third party or used for any other purpose without the express written permission of the disclosing party.

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1. EXECUTIVE SUMMARY

1.1. Mission Statement

GTE Taunton LLC ("GTE Taunton") is a Massachusetts business corporation that is committed to operating a compliant, safe, and high-quality Marijuana Retailer Establishment ("MRE") in the Commonwealth of Massachusetts. GTE Taunton seeks to establish itself as an industry leader in cannabis through excellence in operational protocol, security systems, product quality, and community integration. The company is well-funded and has the experience to establish a successful, compliant retail operation.

1.2. Product

GTE Taunton will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, GTE Taunton will offer a wide range of products that will allow GTE Taunton to serve customers with a wide variety of needs and preferences. The products GTE Taunton intends to offer include, but will not be limited to:

- 1. Topical Salves
- 2. Creams and Lotion
- 3. Patches
- 4. Oral Mucosal/Sublingual Dissolving Tablets
- 5. Tinctures
- 6. Oral Sprays
- 7. Inhalation Ready to Use CO2 Extracted Hash Oils
- 8. Pre-Dosed Oil Vaporizers
- 9. Ingestion Capsules
- 10. Food and Beverages

1.3. Customers

GTE Taunton's target customers are consumers 21 years of age or older who live and work in the City of Taunton and surrounding communities in Bristol County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

1.4. What Drives Us

GTE Taunton's goals include providing safe and high-grade cannabis and extract products to eligible consumers above the age of 21. GTE Taunton also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

2. Company Description

2.1. Corporate and Application Status

GTE Taunton is a Massachusetts business corporation in good standing that is applying for a license from the Massachusetts Cannabis Control Commission (the "Commission") to operate an adult use Marijuana Retailer Establishment ("MRE") in the Commonwealth.

GTE Taunton will file, in a form and manner specified by the Commission, an application for licensure as a MRE consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

2.2. Operations

GTE Taunton has under agreement the properties for 772 County St and 784 County St in Taunton for use as a Marijuana Retailer Establishment. GTE Taunton intends to redevelop the parcels and combine them to build two buildings consisting of 9,300 square foot retail plaza. GTE Taunton will occupy approximately 4,000 square foot space and rent out the remaining units. GTE Taunton plans to make significant modifications to the unit such as interior conditions and installing state-of-the-art security systems. The new development will comprise of 55 parking spaces of which 35 will be dedicated to GTE Taunton.

GTE Taunton's facility will be designed with the specific intentions of ensuring consumer and client safety; promoting a smooth flow of business throughout the facility; eliminating queuing; and incorporating design nuance that is intended to facilitate one-on-one conversations between customer service representatives and customers. GTE Taunton will meticulously invest in security, interior design, quality control, product testing, and staff training. To ensure smooth flow of business, GTE Taunton will implement an appointment only system for the first 6 months of business opening. There will be 40 appointments set per hour.

GTE Taunton plans to obtain the marijuana flower and marijuana products to be sold at its Retailer Establishment from other licensed Marijuana Cultivator and Product Manufacturer Establishments in the Commonwealth.

2.3. Inventory Procedures

GTE Taunton will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of finished products and stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and

promptly transcribe inventories if taken by use of an oral recording device.

GTE Taunton will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

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

Additional information on GTE Taunton's inventory procedures are available in the Inventory Procedures document included with this submission.

2.4. Security

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

GTE Taunton's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the municipal Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only GTE Taunton's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and GTE Taunton will maintain a current list of individuals with access.

On-site consumption of marijuana by GTE Taunton's employees and visitors will be prohibited. GTE Taunton will have security personnel on-site during business hours.

Additional information on GTE Taunton's security plan is available in the Security Plan document included with this submission.

2.5. Benefits to the City of Taunton

GTE Taunton looks forward to working cooperatively with the City of Taunton to ensure that GTE Taunton operates as a responsible, contributing member of the local community. GTE Taunton anticipates establishing a mutually beneficial relationship with the City in exchange for permitting GTE Taunton to site and operate. The City stands to benefit in various ways, including but not limited to the following:

- **a. Jobs.** GTE Taunton estimates adding 15 25 full-time jobs for qualified Taunton residents, in addition to hiring qualified, local contractors and vendors.
- **b. Host Community Agreement.** A Host Community Agreements under which GTE Taunton will make significant community impact payments to the City will provide additional financial benefits beyond local property taxes to fund a variety of community and local programs, services, or organizations.
- c. Access to Quality Legal Product for Consumers. GTE Taunton will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.
- **d.** Local Sales Tax Revenue. The City will receive additional tax revenue through the adoption of a local sales tax of 3% of gross sales.
- **e. Control.** In addition to the Commission, the Taunton Police Department and other municipal departments will have oversight over GTE Taunton's security systems and processes.
- **f. Responsibility.** GTE Taunton is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- **g. Economic Development.** GTE Taunton's project will revitalize the surrounding area and contribute to the overall economic development of the local community.

2.6. Zoning and Local Compliance

GTE Taunton will remain compliant at all times with the local zoning requirements set forth in the City of Taunton Zoning Ordinance. In accordance with the Zoning Ordinance, GTE Taunton's proposed Marijuana Retail Establishment is located at 772-784 County St in the Highway Business District Zone designated for retail Marijuana Establishments.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, GTE Taunton's proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12.

GTE Taunton will apply for any other local permits, approvals, registrations or certificates required to site and operate a Marijuana Retailer Establishment at the proposed location. GTE Taunton will comply with all conditions and standards set forth in any required local permit or approval.

GTE Taunton has met with local officials and community members to discuss its plans for a proposed Marijuana Retailer Establishment, and GTE Taunton has executed the required Host Community Agreement with the City. GTE Taunton will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

3. Market Research

3.1. Industry

29 States and Washington D.C have laws broadly legalizing marijuana use. Approximately 60% of Americans support the legalization of marijuana, with 89% of Americans supporting the legalization of marijuana use for medical purposes.

According to a recent study released by the Massachusetts Department of Public Health over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. In Massachusetts, marijuana sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2. Customers

The City of Taunton's population is approximately 57,000, and the population of Bristol County is approximately 560,000.

GTE Taunton's target customers are consumers 21 years of age or older who live in, work in and visit the City of Taunton and the surrounding communities in Bristol County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

3.3. Competitors

GTE Taunton's main competitors will include other licensed Retailer Establishments in the City of Taunton and in other municipalities in Bristol County.

GTE Taunton LLC Financial Projections 772-784 County Street, Taunton MA 02780

Item		2020	2021	2022	2023	2024
Revenue						
Gross Sales		\$ 2,625,000	\$ 5,025,000	\$ 5,120,000	\$ 5,040,000	\$ 5,180,000
Cost of Goods	50%	\$ 1,312,500	\$ 2,512,500	\$ 2,560,000	\$ 2,520,000	\$ 2,590,000
Gross Profit		\$ 1,312,500	\$ 2,512,500	\$ 2,560,000	\$ 2,520,000	\$ 2,590,000
Expenses						
Labor		\$ 330,000	\$ 349,800	\$ 370,788	\$ 393,035	\$ 416,617
Security labor		\$ 70,000	\$ 74,200	\$ 78,652	\$ 83,371	\$ 88,373
Labor taxes		\$ 44,000	\$ 44,000	\$ 44,000	\$ 44,000	\$ 44,000
Rent		\$ 72,000	\$ 75,600	\$ 79,380	\$ 83,349	\$ 87,516
Property NNN Charges		\$ 10,800	\$ 11,124	\$ 11,458	\$ 11,801	\$ 12,155
Weedmaps/Leafly		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Banking Fees/CC fees ####		\$ 13,125	\$ 25,125	\$ 25,600	\$ 25,200	\$ 25,900
Utility	12	\$ 6,000	\$ 6,180	\$ 6,365	\$ 6,556	\$ 6,753
Security monitoring		\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,967	\$ 2,026
Accounting		\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130
Legal, license Renewal		\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506
Phone/Internet		\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688
Local impact fee	3%	\$ 78,750	\$ 150,750	\$ 153,600	\$ 151,200	\$ 155,400
Charitable Contributions		\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138
Other		\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510
IRC 280E tax on deductions		\$ 248,141	\$ 288,105	\$ 300,427	\$ 311,234	\$ 325,400
Total Expenses		\$ 957,116	\$ 1,111,263	\$ 1,158,791	\$ 1,200,473	\$ 1,255,113
Earnings before income tax		\$ 355,384	\$ 1,401,237	\$ 1,401,209	\$ 1,319,527	\$ 1,334,887
Total Lbs of cannabis Sold		750	1500	1600	1800	1850
Average retail price per pound		\$3,500	\$3,350	\$3,200	\$2,800	\$2,800

4. Product / Service

4.1. Products

GTE Taunton intends to offer a variety of marijuana strains, concentrates and infused products to meet the wide-ranging needs and preferences of its customer base. The products available for purchase will include, but will not be limited to:

- 1. Sativa, Indica, and Hybrid Cannabis Flower
- 2. Creams and Lotions
- 3. Topical Salves
- 4. Patches
- 5. Tinctures
- 6. Pre-Dosed Oil Vaporizers
- 7. Concentrates
- 8. Infused Food Products and Beverages
- 9. Capsules

4.2. Dispensary Procedures

In accordance with 935 CMR 500.140(3), access to GTE Taunton's establishment will be limited to verified individuals 21 years of age and older. Prior to entering the dispensary, a customer must present a valid, government-issued photo identification to a GTE Taunton security agent to determine whether the customer is 21 years of age or older. Once the customer's identity and age are verified, the security agent will permit the customer to enter the establishment's sales area.

Once inside the sales area, the customer will enter a queue to obtain individualized service from a GTE Taunton agent who will help the customer select from the available products and complete the transaction. Prior to checkout, customers will be required to confirm their identities and ages a second time. The checkout also activates the seed-to-sale tracking system that will be compliant with 935 CMR 500.105(8). Sales will be limited to one (1) ounce of marijuana flower or five (5) grams of marijuana concentrate per adult use consumer transaction. All required taxes will be collected at the point of sale.

Once a customer has selected products for purchase, a GTE Taunton agent will collect the requested items from a secure product storage area. The agent will then scan each product's barcode into the Commission-approved point of sale system. All products will be packaged in tamper and child-resistant, resealable packaging that is compliant with 935 CMR 500.105(5) and properly labeled with warnings, strain information, cannabinoid profile, and other information detailed in 935 CMR 500.105.

In the event a GTE Taunton agent determines a consumer would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. GTE Taunton will use the point of sale system to accept payment and complete the sale.

The system will back up and securely cache each sale for inspection.

In compliance with 935 CMR 5001.140(8), GTE Taunton will provide educational materials designed to help consumers make informed marijuana product purchases. The educational materials will describe the various types of products available, as well as the types and methods of responsible consumption. The materials will offer education on titration, which is the method of using the smallest amount of product necessary to achieve the desired effect. Additional topics discussed in the education materials will include potency, proper dosing, the delayed effects of edible marijuana products, substance abuse and related treatment programs, and marijuana tolerance, dependence, and withdrawal.

Additional information on GTE Taunton's retail policies and procedures is available in the Dispensing Procedures document included with this submission.

4.3. Pricing Structure

When determining the appropriate pricing structure, GTE Taunton will continually strive to find the perfect balance between affordability for consumers and preventing the diversion of product to the black market.

5. Marketing & Sales

5.1. Growth Strategy

GTE Taunton's plan to grow the company includes:

- 1. Strong and consistent branding;
- 2. Intelligent, targeted, and compliant marketing programs;
- 3. An exemplary customer in-store experience; and
- 4. A caring and thoughtful staff made of highly-trained, consummate professionals

GTE Taunton plans to seek additional, appropriate locations in the Commonwealth to expand business and reach an increased number of customers in the future.

5.2. Communication

GTE Taunton will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of GTE Taunton will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

GTE Taunton will communicate with customers through:

- 1. A company run website;
- 2. A company blog;
- 3. Popular online information platforms such as WeedMaps and Leafly;
- 4. Popular social media platforms such as Instagram and Facebook;
- 5. Opt-in direct communications; and
- 6. Partnership with local businesses.

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

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

5.3. Product Packaging

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

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

single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4. Branding and Logos

GTE Taunton will develop logos and branding that complies with state regulations and that will distinguish GTE Taunton from its competitors. GTE Taunton will file for trademark protection at the state level, and when permissible, at the federal level.

6. Team

6.1. General

GTE Taunton has assembled a team of experienced professionals with a diverse set of talents to operate a Marijuana Retailer Establishment, including business development, entrepreneurship, retail experience, marketing, and team leadership.

6.2. Executive Management Team

Chirag Patel, Director, President, Chief Executive Officer

Chirag Patel is the founder of GTE Taunton, LLC, a cannabis industry stakeholder and has over seven years of work experience in small retail businesses. The experience comprises of fast food franchise, package stores, convenience stores and gas stations. Chirag holds a bachelor's in Science for Electro-Mechanical Engineering from Wentworth Institute of Technology. He currently resides with his family in Stoughton, Massachusetts.

6.3. Conclusion

GTE Taunton intends to efficiently serve customers with high quality, consistent, laboratory-tested marijuana and marijuana products in Taunton and the surrounding communities in Bristol County.

GTE Taunton is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, GTE Taunton looks forward to working cooperatively with the City of Taunton to help spread the benefits this market will yield.

PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

GTE Taunton LLC ("GTE Taunton") intends to only pursue licensure for an adult-use marijuana establishment, but in the event GTE Taunton is granted a medical license, it has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, GTE Taunton will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In addition to virtual separation, GTE Taunton will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

GTE Taunton will have a separate area within the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), the facility operated by GTE Taunton LLC ("GTE Taunton") will only be accessible by consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. Upon entry into the premises of the marijuana establishment by an individual, a GTE Taunton agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), GTE Taunton will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. GTE Taunton will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. GTE Taunton will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana." Pursuant to 935 CMR 500.105(6)(b), packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. GTE Taunton's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

GTE Taunton LLC ("GTE Taunton") will comply with the following sanitary requirements:

- 1. Any GTE Taunton agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
- 2. Any GTE Taunton agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- 3. GTE Taunton's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in GTE Taunton's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
- 4. GTE Taunton's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
- 5. GTE Taunton will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- 6. GTE Taunton's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
- 7. GTE Taunton's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
- 8. GTE Taunton's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
- 9. GTE Taunton will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
- 10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
- 11. GTE Taunton will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
- 12. GTE Taunton's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
- 13. GTE Taunton will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

- 14. GTE Taunton will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
- 15. GTE Taunton will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

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

Testing

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

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

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

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

GTE Taunton LLC ("GTE Taunton") will securely maintain personnel records, including registration status and background check records. GTE Taunton will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

After-Hours Contact Information

Chirag Patel – (508)-846-5941

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 10am- 8pm Tuesday: 10am- 8pm Wednesday: 10am- 8pm Thursday: 10am- 8pm Friday: 10am- 8pm Saturday: 10am- 8pm Sunday: 10am- 8pm

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for GTE Taunton will undergo a detailed background investigation prior to being granted access to a GTE Taunton facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for GTE Taunton pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), GTE Taunton will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, GTE Taunton will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, GTE Taunton will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time

- of the offense including, but not limited to, professional or educational certifications obtained; and
- x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by GTE Taunton or the Commission.

RECORD KEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- <u>Corporate Records</u>: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - o Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - o Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- <u>Business Records</u>: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities:
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with GTE Taunton, including members, if any.
- Personnel Records: At a minimum will include:

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

• Handling and Testing of Marijuana Records

• GTE Taunton will maintain the results of all testing for a minimum of one (1) vear.

• Inventory Records

• The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.

• Seed-to-Sale Tracking Records

- OTE Taunton will use Metrc to maintain real-time inventory. Metrc inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

• Incident Reporting Records

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

whichever is longer, and made available to the Commission and law enforcement authorities upon request.

• Visitor Records

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

• Waste Disposal Records

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

Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.

• <u>Transportation Records</u>

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

• Agent Training Records

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

Closure

- o In the event GTE Taunton closes, all records will be kept for at least two (2) years at GTE Taunton's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, GTE Taunton will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to GTE Taunton's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of GTE Taunton's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;

- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- o Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- o Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to GTE Taunton operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of GTE Taunton, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on GTE Taunton's website.
- Policies and procedures for the handling of cash on GTE Taunton premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- o Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities:
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - o If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

QUALIFICATIONS AND TRAINING

GTE Taunton LLC ("GTE Taunton") will ensure that all employees hired to work at a GTE Taunton facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

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

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

- 1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
- 2. Best practices for diversion prevention and prevention of sales to minors;
- 3. Compliance with tracking requirements;
- 4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
- 5. Such other areas of training determined by the Commission to be included; and
- 6. Other significant state laws and rules affecting operators, such as:

- Local and state licensing and enforcement;
- Incident and notification requirements;
- Administrative and criminal liability and license sanctions and court sanctions;
- Waste disposal and health and safety standards;
- Patrons prohibited from bringing marijuana onto licensed premises;
- Permitted hours of sale and conduct of establishment;
- Permitting inspections by state and local licensing and enforcement authorities;
- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records and privacy issues; and
- Prohibited purchases and practices.

GTE Taunton LLC Management and Operations Profile Operating Policies and Procedures

Personnel Policies

It is GTE Taunton LLC's ("GTE Taunton") policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. GTE Taunton will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by GTE Taunton to be involved in discriminatory practices are subject to disciplinary action and may be terminated. GTE Taunton strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of GTE Taunton that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. GTE Taunton will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All GTE Taunton policies will include a staffing plan and corresponding records in compliance with 935 CMR 500.105(1)(h) and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies in accordance with 935 CMR 500.105(1)(j). GTE Taunton will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). GTE Taunton will enforce a policy for the dismissal of agents for prohibited offenses including but not limited to diversion of marijuana, unsafe practices, or a conviction or guilty pleas for a felony charge of distribution to according to 935 CMR 105(1)(l).

All GTE Taunton employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by GTE Taunton and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

Diversity Plan

GTE Taunton LLC

GTE Taunton LLC ("GTE Taunton") has a company-wide policy to create a diverse workforce that ensures equitable opportunity for minorities, women, veterans and individuals that are disabled, LBGTQ+ or identify as non-normative sexual identities.

GTE Taunton's Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. We believe this plan will promote work environment allowing individuals to apply their life experiences and talents to support the goals of the company.

GTE Taunton's Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure equitable opportunity. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands. We will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan.

GTE Taunton 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 and that 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.

Proposed Initiatives, Goals and Metrics

GOAL 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce with a goal of having a workforce that is at least 50% women and 35% minorities, LGBTQ, persons with non-normative sexual identities, veterans, and persons with disabilities.

Proposed Initiative: To achieve this goal, GTE Taunton will;

- Create gender-neutral job descriptions
- Use job descriptions that are catered to and appeal to diverse candidates within Taunton such as: local veterans, and individuals formally incarcerated for a marijuana offense, and minority groups of African American, and Latino decent.
- Recruit from state and local employment and staffing groups such as MassHire Taunton Career Center, MassHire Attleboro Career Center, and MassHire Fall River Career Center.
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com and the Massachusetts LGBT Chamber of Commerce as needed to fill vacant or open job positions.
- Participate in local hiring events and job fairs, including events held by the Massachusetts Cannabis Business Association (CBA) at least once annually.

To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity. This training will be completed by the hiring managers once provisionally licensed by the Commission and at least once annually thereafter.

Metrics and Evaluation: GTE Taunton will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. GTE Taunton will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of GTE Taunton. GTE Taunton will assess and review its progress within a year of receiving its Provisional License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, GTE Taunton will be able to demonstrate to the Commission the success of this initiative upon its annual renewal of its Provisional License.

GOAL 2: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry. GTE Taunton's goal will be to work with at least 25% of businesses who identify as one of the target groups throughout its supply chain and services.

Proposed Initiative: To accomplish this goal, GTE Taunton will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, LBGTQ and persons with non-normative sexual identities.

Metrics and Evaluation: GTE Taunton will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by minorities, women, veterans, people with disabilities, LBGTQ and/or persons with non-normative sexual identities and will calculate the percentage of services and members of its supply chain who meet this requirement. GTE Taunton will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the targeted groups and give priority to these businesses. GTE Taunton will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.

Annual Reporting

Sixty days prior to GTE Taunton's Annual License Renewal, GTE Taunton will draft a comprehensive report that will be presented to the Commission for review during the License Renewal Process to take place annually upon the issuance of our Provisional License. This report will include the metrics outlined in the Programs outlined in this Plan along with an analysis of each Program and the success, or progress of each Programs goals.