



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282766  
Original Issued Date: 08/27/2020  
Issued Date: 08/12/2021  
Expiration Date: 08/27/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: GTE Franklin LLC

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

Business Address 1: 120 Bergeron Way  
Business City: Stoughton  
Business State: MA  
Business Zip Code: 02072  
Business Address 2:  
Mailing Address 1: 120 Bergeron Way  
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:

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:

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:  
Stoughton

Entity Description: Parent Company of GTE Franklin LLC

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

**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:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

**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:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

**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

Date generated: 09/24/2021

Page: 3 of 9

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

### Individual 1

First Name: Chirag Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

### Individual 2

First Name: Hardik Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

### Individual 3

First Name: Jack Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Taunton LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

### Individual 4

First Name: Indravadan Last Name: Patel Suffix:  
Marijuana Establishment Name: GTE Taunton 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 Taunton LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Taunton Marijuana Establishment State: MA

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1256 West Central St

Establishment Address 2:

Establishment City: Franklin Establishment Zip Code: 02038

Approximate square footage of the establishment: 4000 How many abutters does this property have?:  
9

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	Type	ID	Upload Date
Certification of Host Community Agreement	Franklin HCA Certification.pdf	pdf	5d0a9b19fe6a8617e208fd82	06/19/2019
Community Outreach Meeting Documentation	COM Package RFI 1.pdf	pdf	5e5ed1864a895743f3a6a708	03/03/2020
Plan to Remain Compliant with Local Zoning	GTE Franklin - Plan to Remain Compliant with Local Zoning.pdf	pdf	5e6fd4d09a385038d9d86af2	03/16/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is

zero, please enter zero and provide documentation explaining this number.: \$1

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact 3.11.20 with letter.pdf	pdf	5e696260e25eb94410039a19	03/11/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

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

##### Individual Background Information 2

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

##### Individual Background Information 3

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

##### Individual Background Information 4

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

##### Individual Background Information 5

Role: Other Role:  
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:

#### Entity Background Check Information 2

Role: Parent Company Other Role: Parent Company of GTE Franklin 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
Articles of Organization	GTE Franklin LLC Article of Org.pdf	pdf	5cffd977624ce5135e92621a	06/11/2019
Secretary of Commonwealth - Certificate of Good Standing	GTE Franklin LLC - COGS.pdf	pdf	5d04032058ad7e1336c28264	06/14/2019
Department of Revenue - Certificate of Good standing	GTE Franklin LLC - COGS DOR.pdf	pdf	5d12556164ca8317f4fcd4db	06/25/2019
Bylaws	GTE Franklin LLC - Executed Operating Agreement.pdf	pdf	5d2796d2f7430405302116ab	07/11/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	GTE Franklin LLC - DOR COGS.pdf	pdf	60ef2a2a504b25036f757d2f	07/14/2021
Department of Unemployment Assistance - Certificate of Good standing	GTE Franklin LLC - DUA COGS.pdf	pdf	60ef2a32fb983a0274aae779	07/14/2021
Secretary of Commonwealth - Certificate of Good Standing	2021_07_19 GTE Franklin LLC - COM COGS.pdf	pdf	60f587d41159b60338d503ef	07/19/2021

Massachusetts Business Identification Number: 001372977

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	GTE Franklin - Plan for Obtaining Liability Insurance.pdf	pdf	5d55c81217ec6d33f1154d41	08/15/2019
Business Plan	Updated GTE_Franklin_Bus_Plan.pdf	pdf	5e4c321d61c9e9045a793658	02/18/2020
Proposed Timeline	GTE Franklin LLC - Timeline.pdf	pdf	60f58faeda52e3026d463e9f	07/19/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	GTE Franklin LLC - Plan for Obtaining Products.pdf	pdf	5cffdf2dbbb965134133ba7c	06/11/2019
Prevention of diversion	GTE Franklin LLC - Prevention of Diversion.pdf	pdf	5cffe9dbacc50017edd62666	06/11/2019
Storage of marijuana	GTE Franklin LLC - Storage of Marijuana.pdf	pdf	5cfff06713edb917cc1fd3f0	06/11/2019
Transportation of marijuana	GTE Franklin LLC - Transportation Procedures.pdf	pdf	5cfff41a58ad7e1336c278c5	06/11/2019
Inventory procedures	GTE Franklin - Inventory Procedures.pdf	pdf	5cfff96513edb917cc1fd431	06/11/2019
Quality control and testing	GTE Franklin - Quality Control and Testing.pdf	pdf	5cfff9ec624ce5135e9262bd	06/11/2019
Dispensing procedures	GTE Franklin LLC - Dispensing Procedures.pdf	pdf	5d03f45a13edb917cc1fdd1d	06/14/2019
Record Keeping procedures	GTE Franklin LLC - Recordkeeping Procedures.pdf	pdf	5d03fdecfe6a8617e208f337	06/14/2019
Maintaining of financial records	GTE Franklin - Maintaining of Financial Records.pdf	pdf	5d040018bbb965134133c47b	06/14/2019
Qualifications and training	GTE Franklin - Qualifications and Training.pdf	pdf	5d04029efe6a8617e208f349	06/14/2019
Separating recreational from medical operations, if applicable	GTE Franklin - Separating Recreational from Medical Operations.pdf	pdf	5d55ca1dcfc708389d7252cf	08/15/2019
Restricting Access to age 21 and older	GTE Franklin - Restricting Access 21 and older.pdf	pdf	5d55cb14661463387192661c	08/15/2019
Security plan	GTE Franklin Updated Security Plan.pdf	pdf	5e5ed2daa290f94426bd89b2	03/03/2020
Personnel policies including background checks	GTE Franklin Updated Personnel Policies Summary.pdf	pdf	5e5ed3079e668e468af061fd	03/03/2020
Diversity plan	GTE Franklin Diversity Plan 3.16.20 RFI 2.pdf	pdf	5e6fd4feb014bf38e46ca1d1	03/16/2020

**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.: I Agree

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

I Agree

Notification: I Understand

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

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

Notification: I Understand

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

Progress or Success Goal 1

**Description of Progress or Success:** Though we have not opened yet, we have started to form relationships within the local community. We partnered up with the SAFE Coalition, a regional coalition of community partners in Western Norfolk County (serving Franklin, Foxboro, Mansfield, Medway, Millis, Norfolk, Plainville, Walpole, Wrentham and surrounding towns) who have come together to provide a pathway for support, education, treatment options and coping mechanisms for those affected by substance use disorder. We plan to make financial contributions and provide resource materials and educational seminars. Botera will be working with SAFE to create initiatives to deter minors from accessing cannabis products as recreational sales become more available.

**COMPLIANCE WITH DIVERSITY PLAN**

Diversity Progress or Success 1

**Description of Progress or Success:** We have not started the hiring or staffing process at this time.

**HOURS OF OPERATION**

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



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

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

## Host Community Agreement Certification Form

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

### Applicant

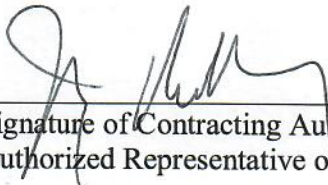
I, Chirag Patel, (insert name) certify as an authorized representative of GTE Franklin LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Franklin (insert name of host community) pursuant to G.L.c. 94G § 3(d) on March 27th 2019 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, JEFFREY NUTTING, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Franklin (insert name of host community) to certify that the applicant and Town of Franklin (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3/27/19 (insert date).



Signature of Contracting Authority or  
Authorized Representative of Host Community



## Community Outreach Meeting Attestation Form

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

I, Chirag Patel, *(insert name)* attest as an authorized representative of GTE Franklin LLC *(insert name of applicant)* that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 7th, 2019 *(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 April 26, 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 April 23, 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 April 19, 2019 *(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.



...and shall more  
...be, any person hav-  
...the Unit, his agents,  
...as though the same  
...poses subject to the  
...and the restrictions set

...nal Street, Blackstone,  
...and Victoria L. Vignone  
...nt No. 237443.

...d with the Worcester  
...Deeds in Book 28206,

...y and all unpaid taxes  
...ns, and subject to prior  
...s of record entitled to  
...subject to and with the  
...servations and condi-  
...es and/or rights of par-

...ertified check in the sum  
...n at the time and place  
...r (the mortgage holder  
...requirement); high bid-  
...e upon acceptance of  
...in cash or by certified  
...the sale at the offices  
...associates, P.C., 900  
...A 01851 or such other  
...e. The description for  
...ge shall control in the  
...cation.

...serving LLC

...and their comments to  
...w Smith, RESCOM  
...mental Corp., PO Box  
...etoskey, MI 49770 or  
...0-385-6999.

...792754  
.../26/19



...it of all rights, rights of way, restrictions, easements, covenants, liens or  
...claims in the nature of liens, improvements, public assessments, any  
...and all unpaid taxes, tax titles, tax liens, water and sewer liens and any  
...other municipal assessments or liens or existing encumbrances of  
...record which are in force and are applicable, having priority over said  
...mortgage, whether or not reference to such restrictions, easements,  
...improvements, liens or encumbrances is made in the deed.

#### TERMS OF SALE:

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

BAYVIEW LOAN SERVICING, LLC  
Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.  
150 California St.  
Newton, MA 02458  
(617)558-0500  
13641

AD#13787400  
MDN 4/12, 4/19, 4/26/19

**RUTKOWSKI ESTATE**  
**LEGAL NOTICE**  
**Commonwealth of**  
**Massachusetts**  
**The Trial Court**  
**Norfolk Probate and Family**  
**Court**  
**35 Shawmut Road**  
**Canton, MA 02021**  
**(781) 830-1200**

**Docket No.**  
**NO19P0470EA**

#### **INFORMAL PROBATE PUBLICATION NOTICE**

**Estate of:** Harriet K. Rutkowski

**Date of Death:** July 28, 2018

To all persons interested in the above-captioned estate, by Petition of **Petitioner Marek G. Rutkowski** of Bellingham MA

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can peti-

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

AD# 13792636  
MDN 4/26/19

Your News  
In Print  
and  
Online



All about you.

**WICKED LOCAL**

## Attachment A

Terms of the Sale: Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT  
Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Lustgarten, Stewart, 14-014867

AD# 13792618  
MDN 4/26, 5/3, 5/10/19

**MENDON PB/25 CAPE RD**  
**LEGAL NOTICE**  
**TOWN OF MENDON**  
**NOTICE OF**  
**PUBLIC HEARING**

In accordance with MGL Chapter 40A, Section 11 notice is hereby given that a public hearing for a Site Plan Review/Special Permit will be held on Monday, May 13, 2019 at 7:15PM in the old Town Library to consider a Special Permit, pursuant to Section 2.07 of the Mendon Zoning By-laws, for an exterior addition of an ADA compliant entry ramp; interior build out to include an entry ID checkpoint, a show floor area with display cases, a back office, a security servers room, lounge and product storage room at 25 Cape Rd Mendon, MA 01756; Assessor's Map 14-114-25. The applicant is Jack Carney of 45 Bodwell St; Avon, MA 02322. Said property is owned by Gold Medalist, LLC of 234 West St., Milford, Ma 01757.

MENDONPLANNING BOARD  
William Ambrosino, Chairman  
Damon Tinio, Vice Chairman  
Barry Iadarola  
John Vandersluis  
James Quirk

AD# 13792884  
MDN 4/26, 5/3/19

**MARIJUANA**  
**LEGAL NOTICE**

Notice is hereby given that GTE Franklin LLC is hosting a Community Outreach Meeting for a proposed Marijuana Establishment in the town of Franklin. The meeting has been scheduled for May 7th, 2019 at 7pm at Franklin Senior Center located at 10 Daniel McCahill St Franklin, MA 02028. The proposed Retail Marijuana Establishment is anticipated to be located at 1256 West Central St. Franklin, MA 02038. 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#13792032  
MDN 4/26/19

**Muscular Dystrophy Association**

**Where Hope Begins**

**MDA**

**1-800-FIGHT-MD**  
**www.mdausa.org**



**MARIJUANA LEGAL NOTICE NOTICE IS HEREBY GIV****MARIJUANA****LEGAL NOTICE**

Notice is hereby given that GTE Franklin LLC is hosting a Community Outreach Meeting for a proposed Marijuana Establishment in the town of Franklin. The meeting has been scheduled for May 7th, 2019 at 7pm at Franklin Senior Center located at 10 Daniel McCahill St Franklin, MA 02028. The proposed Retail Marijuana Establishment is anticipated to be located at 1256 West Central St Franklin, MA 02038. 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.

Appeared in: **Milford Daily News** on Friday, 04/26/2019

[Back](#)

**GTE FRANKLIN LLC**  
**COMMUNITY OUTREACH MEETING**

2019 APR 23 A 11: 22

RECEIVED

4/19/19

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

**RE: GTE Franklin 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 May 7<sup>th</sup>, 2019 at 7pm at Franklin Senior Center located at 10 Daniel McCahill St Franklin, MA 02028. The proposed Retail Marijuana Establishment is anticipated to be located at 1256 West Central St Franklin, MA 02038. We will be doing a presentation which will outline and incorporate our business that is being proposed in the town of Franklin. There will be an opportunity for the public to ask questions.

Sincerely,



Chirag Patel  
President, GTE Franklin LLC  
(508) 846-5941

RECEIVED

APR 23 2019  
2019 CAW

TOWN ADMINISTRATOR  
TOWN OF FRANKLIN

RECEIVED

APR 23 2019

PLANNING DEPT.

**GTE FRANKLIN LLC**  
**COMMUNITY OUTREACH MEETING**

4/19/19

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

**RE: GTE Franklin 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 May 7<sup>th</sup>, 2019 at 7pm at Franklin Senior Center located at 10 Daniel McCahill St Franklin, MA 02028. The proposed Retail Marijuana Establishment is anticipated to be located at 1256 West Central St Franklin, MA 02038. We will be doing a presentation which will outline and incorporate our business that is being proposed in the town of Franklin. There will be an opportunity for the public to ask questions.

Sincerely,



Chirag Patel  
President, GTE Franklin LLC  
(508) 846-5941



# 300' Abutters List Report

Franklin, MA  
March 19, 2019

## Subject Parcel:

Parcel Number: 274-001-000  
CAMA Number: 274-001-000-000  
Property Address: 1256 WEST CENTRAL ST

Mailing Address: BEAULIEU RICHARD J TR COLEBROOK

## Abutters:

Parcel Number: 274-001-000  
CAMA Number: 274-001-000-000  
Property Address: 1256 WEST CENTRAL ST

Mailing Address: BEAULIEU RICHARD J TR COLEBROOK

Parcel Number: 274-002-000  
CAMA Number: 274-002-000-000  
Property Address: 1280 WEST CENTRAL ST

Mailing Address: KAD HOLDINGS CORP

Parcel Number: 274-003-000  
CAMA Number: 274-003-000-000  
Property Address: WEST CENTRAL ST

Mailing Address: KAD HOLDINGS CORP

Parcel Number: 274-008-000  
CAMA Number: 274-008-000-000  
Property Address: 100 WOODVIEW WAY

Mailing Address: WP ALTA FRANKLIN LLC C/O MARVIN F  
POER AND COMPANY

Parcel Number: 275-009-000  
CAMA Number: 275-009-000-000  
Property Address: 38 FORGE PKWY

Mailing Address: NV FORGE OWNER LLC ATTENTION  
PETER CARBONE III

Parcel Number: 275-010-000  
CAMA Number: 275-010-000-000  
Property Address: WEST CENTRAL ST

Mailing Address: COMMONWEALTH OF MASSACHUSETTS  
HIGHWAY DEPARTMENT

Parcel Number: 275-023-000  
CAMA Number: 275-023-000-000  
Property Address: 1199 WEST CENTRAL ST

Mailing Address: BERNON LAND TRUST LLC

Parcel Number: 290-008-000  
CAMA Number: 290-008-000-000  
Property Address: 32 FORGE PKWY

Mailing Address: KNICKERBOCKER PROPERTIES INC C/O  
MARVIN F POER & COMPANY

Parcel Number: 293-002-000  
CAMA Number: 293-002-000-000  
Property Address: SPRING ST

Mailing Address: COMMONWEALTH OF MASS  
DEPARTMENT OF CONSERVATION

*Devin W. Doyle, 3-19-19*

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

www.cai-tech.com

3/19/2019

Abutters List Report - Franklin, MA

Page 1 of 1



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7017 0660 0000 6640 6803  
7017 0660 0000 6640 6834  
7017 0660 0000 6640 6865

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BOSTON, MA 02038

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Total Postage and Fees \$4.05

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EAST GREENWICH, RI 02813

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ATLANTA, GA 30305

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

The purpose of this plan is to outline how GTE Franklin, LLC, (“GTE”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the retail marijuana establishment at 1256 West Central Street, Franklin, MA 02038, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

1256 West Central Street is located in Marijuana Use Overlay District and properly zoned pursuant to the Town of Franklin Zoning Bylaw Section 185-49 and changes to Section 185-5 Zoning Map. The Marijuana Use Overlay District consist of those parcels of land zoned industrial that are located south or west of the sideline of Interstate 495. In accordance with this section, the marijuana establishment is not within 500 feet of a public or private school, and not within 200 feet of a residential zoning district, library, church, child-care facility, park, and playground.

The 500 feet and 200 feet distances are measured from all property lines of the proposed use. State Forest land shall not be considered when determining the proximity of a parcel to a residential zoning district.

Pursuant to Section 4, GTE appeared before the Franklin Planning Board for a Special Permit on June 17, 2019 for permission to operate a marijuana establishment. The Planning Board continued to hold public hearings on July 22, 2019, August 5, 2019, September 9, 2019 and September 23, 2019. On September 25, 2019, having received all pertinent data and special permit application documents, the Planning Board moved to grant the GTE a special permit to operate the marijuana establishment.

The special permit includes a few conditions imposed by the Franklin Planning Board. The special permit shall lapse if a substantial use or construction has not begun within twenty-four (24) months of approval, unless the Board grants an extension and all signage must be filed with the Design Review Commission. The special permit is for GTE Franklin LLC and non-transferrable. The clients are to arrive by appointment only, which may be lifted with a modification on the special permit thru the planning board.

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





# BOTERA

**Botera**

251 N Pearl Street  
Brockton, MA 02301

(781) 857-5266

<https://BoteraMA.com/>

To Whom It May Concern,

I, Chirag Patel, have not received a response or communication from the host community or town regarding records of any cost to the city or town reasonably related to the operation of our establishment.

Regards,

Chirag Patel

Founder/CEO



## **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 Franklin LLC (“GTE Franklin”) recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. GTE Franklin will focus its time and resources on its host community of Franklin and the surrounding community of Mansfield, which has been identified by the Cannabis Control Commission (“CCC”) as an area of disproportionate impact. GTE Franklin 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 Franklin’s plan to ensure our business creates positive and lasting impacts within the communities in which it will be involved.

GTE Franklin is committed to fostering positive relationships within the community and identifying ways in which to give back. GTE Franklin 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 Franklin aims to implement the following initiatives to assist those communities that have been disproportionately impacted.

*Proposed Initiative:* GTE Franklin 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.

Goal: GTE Franklin 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.

Metrics: GTE Franklin will maintain a record of its annual donations to SAFE. GTE Franklin 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 Franklin 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 Franklin will focus their clean-ups in Mansfield.

Goal: GTE Franklin 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 Franklin will also have a goal of 85% participation in the neighborhood clean-up program by its employees each calendar year.

Metrics: GTE Franklin will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. GTE Franklin will host two clean-up days annually, one in the Spring and one in the Fall. GTE Franklin 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 Franklin 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 Franklin 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 Franklin 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 Franklin'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 Franklin 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 Franklin will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



GTE Franklin, LLC  
120 Bergeron Way  
Stoughton, MA  
02072

SAFE Coalition  
PO Box 434  
Franklin, MA  
02038

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 Franklin, LLC and our organization is open to receiving a donation from this company.

Please let us know if you need any further information.

Warmly,

Jennifer Knight

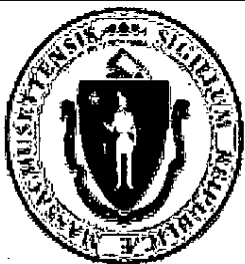
President, Co-founder

SAFE Coalition

[president@safecoalitionma.org](mailto:president@safecoalitionma.org)

858-952-8120





**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: 001372977

1. The exact name of the limited liability company is: GTE FRANKLIN 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: STOUGHTON State: MA Zip: 02072 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: IAN HEDGES  
No. and Street: 480 TURNPIKE STREET  
City or Town: SOUTH EASTON State: MA Zip: 02375 Country: USA

I, IAN HEDGES 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 First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**CONSENT TO USE  
OF A SIMILAR NAME**

I, Chirag Patel, Manager of GTE Brockton LLC and President of GTE Enterprises Inc, the sole Member of GTE Brockton LLC and GTE Franklin LLC, hereby consent to the use of GTE Franklin LLC as the name of a filing entity in Massachusetts for the purpose of filing a Certificate of Formation with the Secretary of the Commonwealth of Massachusetts.

The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 03/13/19



Chirag Patel, President of GTE Enterprises Inc and Manager of GTE Brockton LLC

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

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

**9. Additional matters:**

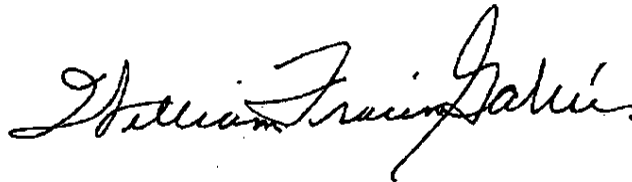
**SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of March, 2019,**  
IAN HEDGES

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

THE COMMONWEALTH OF MASSACHUSETTS

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

March 14, 2019 08:56 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

May 9, 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 FRANKLIN LLC**

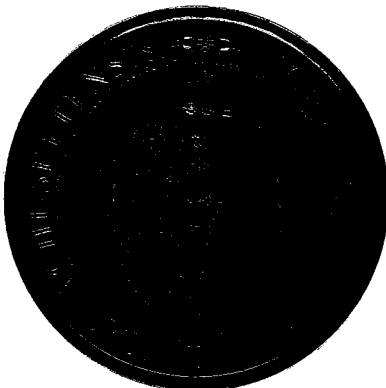
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 14, 2019.**

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.

*William Francis Galvin*

Secretary of the Commonwealth



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1215943552  
Notice Date: May 29, 2019  
Case ID: 0-000-891-010



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

# **LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

## **GTE FRANKLIN LLC**

A Limited Liability Company

## **OPERATING AGREEMENT**

THIS OPERATING AGREEMENT is made and entered into this \_\_\_\_ 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 Franklin 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 Franklin 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 Franklin, LLC, a Massachusetts  
limited liability company



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By: Chirag Patel, Manager

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**Listing of Members – Schedule 1**

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

<u>Name and Address</u>	<u>Percentage Interest</u>
Green Tech Enterprises, Inc 120 Bergeron Way Stoughton, MA 02027	100%

### **PLAN FOR OBTAINING LIABILITY INSURANCE**

GTE Franklin LLC (“GTE Franklin”) plans to contract with Gordon Atlantic Insurance 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 Franklin will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, GTE Franklin 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 Franklin will keep reports documenting compliance with 935 CMR 500.105(10).

## **BUSINESS PLAN**

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## **EXECUTIVE SUMMARY**

### **1.1 Mission Statement**

GTE Franklin LLC (“GTE Franklin”) is a Massachusetts limited liability company that is committed to operating a compliant, safe and high-quality Marijuana Retailer Establishment (“MRE”) in the Commonwealth of Massachusetts (the “Commonwealth”). GTE Franklin seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality and community integration.

### **1.2 Product**

GTE Franklin will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Cannabis Control Commission (the “Commission”). In addition to traditional sativa, indica, hybrid, and CBD cannabis flower, GTE Franklin will offer a wide range of products that will allow GTE Franklin to serve customers with a variety of needs and preferences.

### **1.3 Customers**

GTE Franklin’s target customers are consumers 21 years of age or older who live and work in the Town of Franklin and the surrounding communities in Norfolk 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 Franklin’s goals include providing safe and high-grade cannabis and extract products to eligible consumers above the age of 21. GTE Franklin 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 Franklin is a Massachusetts limited liability company in good standing with the Commonwealth that is applying for a license from the Commission to operate an adult use MRE in the Commonwealth.

GTE Franklin 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 Franklin has executed a Letter of Intent to Lease for 1256 West Central Street in Franklin to use as a MRE. 1256 West Central Street is a 18,000 square foot commercial building that is currently being used as a warehouse and office space. GTE Franklin intends to use 4,000 square feet of the existing building to operate the dispensary. There is ample existing parking on site for customers and we will be adding an additional 42 parking spaces.

GTE Franklin'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 Franklin will meticulously invest in security, interior design, quality control, product testing, and staff training. The company intends to mitigate traffic issues by starting off the business with appointment-only visitations thereby limiting the customers to the number of parking spaces.

GTE Franklin 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 Franklin will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of finished, 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 Franklin 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 Franklin 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 Franklin's inventory procedures are available in the Inventory Procedures document included with this submission.

## **2.4 Security**

GTE Franklin 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 Franklin'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 Franklin 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 always be minimized to ensure clear visibility of the area.

Only GTE Franklin'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 Franklin will maintain a current list of individuals with access.

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

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

## **2.5 Benefits to the Town of Franklin**

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

- a. Jobs.** GTE Franklin estimates adding at least 10-15 full-time and part-time jobs for qualified Franklin residents, in addition to hiring qualified, local contractors and vendors.
- b. Host Community Agreement.** A Host Community Agreements under which GTE Franklin will make significant community impact payments to the Town 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 Franklin 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 Town will receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.
- e. **Control.** In addition to the Commission, the Franklin Police Department and other municipal departments will have oversight over GTE Franklin's security systems and processes.
- f. **Responsibility.** GTE Franklin is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. **Economic Development.** GTE Franklin'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 Franklin will always remain compliant with the local zoning requirements set forth in the Town of Franklin Zoning Ordinance. In accordance with the Zoning Ordinance, GTE Franklin's proposed Marijuana Retail Establishment is located at 1256 West Central Street, Franklin, MA 02038. The proposed location has properly identified as compliant with the siting requirements in the Marijuana Overlay Map.

In compliance with 935 CMR 500.110(3) and the Town of Franklin Zoning Map, GTE Franklin's proposed facility is not located within three hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12. We have conducted our measurement using the assessor's map and according to the Town of Franklin By-Laws. We used the assessor's maps and Google Maps to measure from property line of the proposed establishment to any nearby school or daycare.

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

GTE Franklin 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 some form 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 Town of Franklin's population is approximately 31,635, with the population of entire Norfolk County being approximately 700,000.

GTE Franklin's target customers are consumers 21 years of age or older who live in, work in and visit the Town of Franklin and the surrounding communities 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 Franklin's main competitors will include other licensed Adult-Use Retailer Establishments in the Town of Franklin and surrounding Towns. A healthy competition will bring quality products for consumers with affordable pricing. GTE Franklin intends to fully cooperate in a professional, communicative manner with our competition, Town Law Enforcement and the Commission.

### **3.4 Competitive Advantage**

GTE Franklin will have an advantage over other competitors with its clean and modern look as well as educational focus around cannabis and opioid awareness. Consumers will be able to purchase products and leave with information about the products they have purchased. GTE Franklin plans to have a state-of-the-art facility and highly trained staff, both of which will give us a competitive edge over other dispensaries in the area. Employees will also be trained on the different product types as well as the strains within the products so they can demonstrate to consumers the products' effects on the body.

## **4. PRODUCT / SERVICE**

### **4.1 Products**

GTE Franklin 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, Hybrid & CBD Cannabis Flower
2. Creams and Lotions
3. Topical Salves
4. Patches

5. Tinctures
6. Pre-Dosed Oil Vaporizers
7. Concentrates
8. Infused Food Products, Lozenges and Beverages
9. Capsules

## **4.2 Dispensary Procedures**

In accordance with 935 CMR 500.140(3), access to GTE Franklin'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 Franklin security agent through a glass window to verify that the customer is 21 years of age or older. Once the customer's identity and age are verified through our Advance ID detection system, the security agent will permit the customer to enter the waiting area.

Once inside the waiting area, the customer will be called over to obtain individualized service from a GTE Franklin 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 age 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 Franklin agent will collect the requested items from the secure product storage area behind the counter. 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. For products that are not readily stored in the secure product storage area behind the counter – our POS system will be capable of sending back the order for fulfillment by an Agent in the stock room.

In the event a GTE Franklin 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 Franklin 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 500.140(8), GTE Franklin 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 Franklin’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 Franklin will continually strive to find the ideal balance between affordability for consumers and preventing the diversion of product to the black market.

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

GTE Franklin’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 Franklin 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 Franklin 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 following statement in a conspicuous manner on the face of the advertisement: “Please Consume Responsibly.” Any marketing will also 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 Franklin 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 Franklin will communicate with customers through the following means:

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 Franklin 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 Franklin 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 Franklin will market its products and services to reach a wide range of qualified consumers.

### **5.3 Product Packaging**

GTE Franklin 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 or enticing 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 Franklin 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 Franklin will develop logos and branding that complies with state regulations and that will distinguish GTE Franklin from its competitors. GTE Franklin will file for trademark protection at the state level, and when permissible, at the federal level. Samples of the logos are still in development.

## **6. FINANCIAL SUMMARY**

GTE Franklin is well-funded and has the experience to establish a successful, compliant retail operation in a timely manner.

## 6.1 Financial Projections

GTE Franklin LLC					
Financial Projections					
1256 West Central Street, Franklin MA 02038					
Item	2020	2021	2022	2023	2024
<b>Revenue</b>					
Gross Sales	\$ 2,850,000	\$ 4,200,000	\$ 4,320,000	\$ 3,920,000	\$ 4,200,000
Cost of Goods	\$ 1,425,000	\$ 2,100,000	\$ 2,160,000	\$ 1,960,000	\$ 2,100,000
Gross Profit	\$ 1,425,000	\$ 2,100,000	\$ 2,160,000	\$ 1,960,000	\$ 2,100,000
<b>Expenses</b>					
Labor	\$ 330,000	\$ 346,500	\$ 363,825	\$ 382,016	\$ 401,117
Security Agent labor	\$ 70,000	\$ 72,100	\$ 74,263	\$ 76,491	\$ 78,786
Labor taxes	\$ 44,000	\$ 44,000	\$ 44,000	\$ 44,000	\$ 44,000
Rent	\$ 80,000	\$ 84,000	\$ 88,200	\$ 92,610	\$ 97,241
Property NNN Charges	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506
Weedmaps/Leafly	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Banking Fees	\$ 14,250	\$ 21,000	\$ 21,600	\$ 19,600	\$ 21,000
Utility	\$ 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	\$ 85,500	\$ 88,065	\$ 90,707	\$ 93,428	\$ 96,231
Charitable Contributions	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255
Other	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510
IRC 280E tax on deductions	\$ 238,368	\$ 245,519	\$ 252,884	\$ 260,471	\$ 268,285
Total Expenses	\$ 949,418	\$ 990,653	\$ 1,027,182	\$ 1,062,620	\$ 1,103,033
Earnings before income tax	\$ 475,583	\$ 1,109,347	\$ 1,132,818	\$ 897,380	\$ 996,967
Total Lbs of cannabis Sold	750	1200	1350	1400	1500
Average retail price	\$ 3,800	\$ 3,500	\$ 3,200	\$ 2,800	\$ 2,800

## 7. CONCLUSION

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

GTE Franklin 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 Franklin looks forward to working cooperatively with the Town of Franklin to help spread the benefits this market will yield.

# **GTE Franklin LLC**

## **Quality Control and Testing**



# Quality Control and Testing

## Quality Control

GTE Franklin LLC (“GTE Franklin”) will comply with the following sanitary requirements:

1. Any GTE Franklin 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 Franklin 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 Franklin'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 Franklin'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 Franklin'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 Franklin 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 Franklin'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 Franklin'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 Franklin's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. GTE Franklin 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 Franklin will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;

12. GTE Franklin'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 Franklin will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. GTE Franklin 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 Franklin 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 Franklin'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 Franklin will ensure that GTE Franklin's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

GTE Franklin 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 Franklin 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 Franklin 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 Franklin'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 Franklin'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 Franklin'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 Franklin 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 Franklin'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 Franklin for disposal or by the Independent Testing Laboratory disposing of it directly.

# **GTE Franklin LLC**

## **Recordkeeping Procedures**

## General Overview

GTE Franklin LLC (“GTE Franklin”) 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 Franklin documents. Records will be stored at GTE Franklin 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 Franklin 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 Franklin's quarter-end closing procedures. In addition, GTE Franklin'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.

- Corporate Records: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - 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
- Business Records: 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 Franklin, 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 Franklin 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;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - GTE Franklin will maintain the results of all testing for a minimum of one (1) year.
- 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
  - GTE Franklin 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 Franklin 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 Franklin 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 Franklin 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 Franklin agents present during the disposal or handling, with their signatures. GTE Franklin 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.
- Transportation Records
  - GTE Franklin will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
  - Documentation 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
  - In the event GTE Franklin closes, all records will be kept for at least two (2) years at GTE Franklin's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, GTE Franklin 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 Franklin'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 Franklin'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;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - 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 Franklin 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 Franklin, 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 Franklin's website.
  - Policies and procedures for the handling of cash on GTE Franklin 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.
  - 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 Franklin will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

# **GTE Franklin LLC**

## **Maintaining of Financial Records**

## Maintaining of Financial Records

GTE Franklin LLC (“GTE Franklin”) 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 data, 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
  - If colocated 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.



# **GTE Franklin LLC**

## **Qualifications and Training**

## Qualifications and Training

GTE Franklin LLC (“GTE Franklin”) will ensure that all employees hired to work at a GTE Franklin 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 Franklin will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that GTE Franklin discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and GTE Franklin 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 Franklin'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 August 1, 2019, all of GTE Franklin'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 Franklin's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. GTE Franklin's owners, managers, and employees will then successfully complete the program once every year thereafter. GTE Franklin 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 Franklin'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 Franklin'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.



### **Plan for Separating Recreational from Medical Operations**

GTE Franklin LLC (“GTE Franklin”) does not intend to sell medical marijuana or marijuana products to registered qualifying patients at this time. As a result, GTE Franklin will not need to separate its recreational operations from its medical operations because it will only be conducting retail recreational operations.

# **GTE Franklin LLC**

## **Plan for Restricting Access to Age 21 and Older**

## Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), the facility operated by GTE Franklin LLC. (“GTE Franklin”) will only be accessible by consumers 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a GTE Franklin 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 Franklin 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)(l). GTE Franklin 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 Franklin 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 Franklin 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 Franklin 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 Franklin LLC’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).

## **Personnel Policies**

It is GTE Franklin LLC's ("GTE Franklin") 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 Franklin 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 Franklin to be involved in discriminatory practices are subject to disciplinary action and may be terminated. GTE Franklin 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 Franklin 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 Franklin 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 Franklin 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 Franklin will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). GTE Franklin 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 Franklin 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 Franklin 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 Franklin LLC**

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

GTE Franklin’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 Franklin’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 Franklin 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 Franklin will;

- Create gender-neutral job descriptions
- Use job descriptions that are catered to and appeal to diverse candidates within Franklin such as: local veterans, individuals with disabilities, and minority groups.
- 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 Franklin will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. GTE Franklin 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 Franklin. GTE Franklin 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 Franklin 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 Franklin'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 Franklin 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 Franklin 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 Franklin 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 Franklin 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 Franklin's Annual License Renewal, GTE Franklin 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.

## Energy Efficiency & Conservation Policy

### *Overview*

Botera will demonstrate consideration of the following factors:

- Identification of potential energy use reduction opportunities (such as natural lighting 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 the 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.

To the extent updates are required to the information provided for initial licensure, Botera will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4). Botera will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) will include a report of Botera's energy and water usage over the twelve-month period prior to the date of application.

Botera has identified energy reduction opportunities including natural lighting energy efficient measures. Our facility has been fully designed with features including LED lighting for all fixtures including shelving and millwork.

Botera has identified opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emission reduction. The HVAC unit has been replaced with a new energy efficient system along with a tankless water heating unit.

Botera has strategies in place to reduce the electrical demand. Light schedules are in place to turn off all lights except a few interior fixtures during non-operational hours to reduce electricity usage.

Botera will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Botera will regularly check for such guidelines and continue to follow the Commission's standards.