



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283357  
Original Issued Date: 04/14/2021  
Issued Date: 04/14/2021  
Expiration Date: 04/14/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Krishna Lenox, LLC

Phone Number: 413-329-1158  
Email Address: nbshah54@gmail.com

Business Address 1: 55 Pittsfield Road  
Business City: Lenox  
Business State: MA  
Business Zip Code: 02140  
Business Address 2:  
Mailing Address 1: 55 Pittsfield Road  
Mailing City: Lenox  
Mailing State: MA  
Mailing Zip Code: 02140  
Mailing Address 2:

### 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: 100  
Role: Manager  
First Name: Navin  
Percentage Of Control: 100  
Other Role:  
Last Name: Shah  
Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Navin

Last Name: Shah

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$77000 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 55 Pittsfield Road

Establishment Address 2: Unit #2, Lenox Commons

Establishment City: Lenox

Establishment Zip Code: 02140

Approximate square footage of the establishment: 7464 How many abutters does this property have?: 40

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
Plan to Remain Compliant with Local Zoning	Krishna Lenox Plan to Remain Compliant with Local Zoning 3.17.20.pdf	pdf	5e74cf71961ad539052bafe2	03/20/2020
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Packet.pdf	pdf	5e78b615b014bf38e46cb435	03/23/2020
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5eb99a5e5fa02a2d3651ce57	05/11/2020

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
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## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

## ENTITY BACKGROUND CHECK INFORMATION

No records found

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Krishna Certificate of Good Standing SEC.pdf	pdf	5e71147bbddf0438d21d8c0b	03/17/2020
Articles of Organization	Krishna Articles of Organization.pdf	pdf	5e71147db3c49635509e70d8	03/17/2020
Bylaws	Operating aggrement OF LLC_compressed.pdf	pdf	5e74d00bd29ad93571593b05	03/20/2020
Department of Revenue - Certificate of Good standing	DEP.OF REV. CERTIFICATE OF GOOD STANDING.pdf	pdf	5e74d00e9a385038d9d877fe	03/20/2020
Secretary of Commonwealth - Certificate of Good Standing	DUA Cert. of comp..pdf	pdf	5eb99ab05fa02a2d3651ce5b	05/11/2020

No documents uploaded

Massachusetts Business Identification Number: 001383936

Doing-Business-As Name:

DBA Registration City:

## BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan to Obtain Liability Insurance 3.17.20.pdf	pdf	5e71179c482e703583b77aaa	03/17/2020
Proposed Timeline	Krishna Proposed Timeline 3.17.20.pdf	pdf	5e71179d1cdd2e3910a4f394	03/17/2020
Business Plan	Krishna Lenox Business Plan.pdf	pdf	5e7e0cca81ed8a355b8d6e19	03/27/2020

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5e711c94b3c49635509e711a	03/17/2020
Restricting Access to age 21 and older	Restricting Access to age 21 or older.pdf	pdf	5e711c96554b033566cccea6	03/17/2020
Plan for obtaining marijuana or marijuana products	Retail Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e711c97961ad539052ba673	03/17/2020
Security plan	Security Plan.pdf	pdf	5e711c97482e703583b77af4	03/17/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5e711c982b97cf38fa37226c	03/17/2020
Personnel policies including background checks	Personnel Policies Summary.pdf	pdf	5e711cbdd29ad93571593184	03/17/2020
Prevention of diversion	Prevention of Diversion.pdf	pdf	5e711cbcb7c619391b8b5dd1	03/17/2020
Quality control and testing	Procedures for Quality Control and Testing.pdf	pdf	5e711cbd172cbc3545972219	03/17/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e711cbe9a385038d9d86e74	03/17/2020
Record Keeping procedures	Record Keeping Procedure.pdf	pdf	5e711cbe5f1da0353e2af57a	03/17/2020
Separating recreational from medical operations, if applicable	Colocate Separating Medical from Recreational Operations.pdf	pdf	5e711cd6b3c49635509e711e	03/17/2020
Dispensing procedures	Dispensing Procedures.pdf	pdf	5e711cd7b014bf38e46ca51a	03/17/2020
Inventory procedures	Inventory procedures summary.pdf	pdf	5e711cd881ed8a355b8d4e7b	03/17/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5e711cd82eba6d38ef161b9f	03/17/2020
Diversity plan	Diversity Plan 3.17.20.pdf	pdf	5e711da0b014bf38e46ca523	03/17/2020

#### 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

Notification:

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

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

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



#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 10:00 PM
Tuesday From: 9:00 AM	Tuesday To: 10:00 PM
Wednesday From: 9:00 AM	Wednesday To: 10:00 PM
Thursday From: 9:00 AM	Thursday To: 10:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 11:00 AM	Sunday To: 10:00 PM

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

The purpose of this plan is to outline how Krishna Lenox, LLC (“Krishna”) is and will remain in compliance with local codes, ordinances and bylaws for the physical address of the marijuana establishment 55 Pittsfield Road, Lenox, MA 02140 which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

55 Pittsfield Road is located in Commercial (C3A) Zoning District and properly zoned pursuant to the Town of Lenox Zoning Bylaw Article X Section 8.13 Adult Use Marijuana Establishments in Lenox. In accordance with article the marijuana establishment is not located within 500 feet of any pre-existing public or private school providing education in kindergarten or any grades 1 through 12 licensed by the Department of Education. There are no other codes, ordinances, or bylaws relative to the marijuana establishment.

In accordance with Section 8.13.3 and Section 3.4 of the Lenox Zoning Bylaws Krishna submitted an application for a special permit to the Lenox Zoning Board of Appeals on February 18, 2020 for permission to operate a marijuana retail establishment. Krishna is set to appear before the Zoning Board of Appeals on April 1, 2020 for a public hearing. Under Section 3.4 termination of a special permit will only result if substantial use or construction has not commenced within the two-year period.

In addition to Krishna remaining compliant with existing Zoning Bylaw; Krishna will continuously engage with Town of Lenox officials to remain up to date with local zoning ordinances to remain fully compliant.

## Community Outreach Meeting Attestation Form

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

I, Navin Shah, (insert name) attest as an authorized representative of Krishna Lenox, 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 February 18, 2020 (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 February 4, 2020 (insert date), which was at least ~~seven~~<sup>fourteen</sup> 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 January 31, 2020 (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 January 31, 2020 (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.

# CLASSIFIEDS

To place your ad,  
call 1-800-234-7404

Attachment A

## Public Notices

**Commonwealth of Massachusetts**  
**The Trial Court**  
**Probate and Family Court**  
**Berkshire Probate and Family Court**  
44 Bank Row  
Pittsfield, MA 01201  
(413)442-0941

## CITATION ON PETITION TO CHANGE NAME

Docket No. BE20C0007CA

In the matter of: **Britany May Gear**  
A Petition to Change Name of Adult has been filed by **Britany May Gear** of Pittsfield MA requesting that the court enter a Decree changing her name to: **Britany May Daignault**

**IMPORTANT NOTICE**  
Any person may appear for purposes of objecting to the petition by filing an appearance at: **Berkshire Probate and Family Court** before 10:00 a.m. on the return day of 02/19/2020. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

**WITNESS,**  
**Hon. Richard A. Simons,**  
First Justice of the Court.  
Date: January 24, 2020

**Francis B. Marino**  
Register of Probate  
Ad# 46307  
02/04/2020

**Commonwealth of Massachusetts**  
**The Trial Court**  
**Probate and Family Court**  
**Berkshire Probate and Family Court**  
44 Bank Row  
Pittsfield, MA 01201  
(413)442-0941

## CITATION ON PETITION TO CHANGE NAME

Docket No. BE20C0005CA

In the matter of: **Cameron Robert Warren**

A Petition to Change Name of Adult has been filed by **Cameron Robert Warren** of Pittsfield MA requesting that the court enter a Decree changing his name to: **Cameron Robert Stuckton**

**IMPORTANT NOTICE**  
Any person may appear for purposes of objecting to the petition by filing an appearance at: **Berkshire Probate and Family Court** before 10:00 a.m. on the return day of 02/19/2020. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

**WITNESS,**  
**Hon. Richard A. Simons,**  
First Justice of the Court.  
Date: January 22, 2020

**Francis B. Marino**  
Register of Probate  
Ad# 46305  
02/04/2020

## COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Tuesday, February 18th, 2020 at 6:00 PM** at **Lenox Town Hall 6 Walker Street, Lenox, MA 01240**. The proposed Marijuana Retail Establishment is anticipated to be located 55 Pittsfield Road, Lenox, MA 01240. There will be an opportunity for the public to ask questions.

**AD# 46303**  
02/04/2020

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by **Walter W. Levesque** to **Adams Community Bank**, dated October 6, 2014, and recorded in the **Berkshire Northern District Registry of Deeds in Book 1551, Page 160**, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, there will be sold at public auction at 10 a.m. on the 13th day of February, 2020, on the mortgaged premises below described, situated

## Public Notices

at 14 Simon Avenue, Adams, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to

Beginning at a point in the easterly line of Country Club Avenue Extension, so-called, at the southeast corner of land of George E. Kirby et ux; thence easterly along said Kirby's southerly line 120 feet; thence southerly in a line parallel with the first described line 120 feet to the easterly line of said Country Club Avenue Extension; thence northerly along the easterly line of said Country Club Avenue Extension, thence northerly along the easterly line of said Country Club Avenue Extension 60 feet to the place of beginning.

Meaning and intending hereby to convey Lot No. 14 as shown on "Plan of Land of Charlotte Anthony, Adams, Mass." dated October 10, 1943, made by A.B. Wright, C.E., which plan is recorded at the Northern Berkshire Registry of Deeds and to which plan reference is also to be had for a more particular description. See Drawer 7, Plan 63.

The above conveyance is made subject to the restriction that the main foundation of any building shall not be erected thereon less than 25 feet from Country Club Avenue Extension, so-called.

By execution of this mortgage, the mortgagee hereby exempts from and waives the protections of: Gen. Laws, ch. 18B, § 14, et seq. as to this mortgage's covenants.

Meaning and intending hereby expressly conveying, in mortgage, all and singular the premises conveyed to the mortgagee herein by deed of **Walter W. Levesque** and **Nancy V. Roy** dated October 17, 2006, and recorded in the Northern Berkshire Registry of Deeds in Book 1276, Page 860.

Said premises will be sold and conveyed subject to all unpaid taxes, tax title, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and

including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

**TERMS OF SALE: \$5,000.00** will be required to be paid in cash or by certified or bank cashier's check by the purchaser at the time and place of sale as earnest money the mortgage holder and its designee(s) are exempt from this requirement. The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the office of **Donovan O'Connor & Dodd, LLP**, 1330 Mass MoCA Way, North Adams, Massachusetts 01247, within 30 days after the foreclosure sale, unless same is on the 13th day of February, 2020, on the mortgaged premises below described, situated at 483 Walnut Street, North Adams, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

Beginning at a stake on the west side of said Walnut Street, at the southeast corner of land formerly of **Orman Hicks** and now owned by **John J. Kenney**, being Lot No. 4 as shown by the Plan of L.I. drawn for **Henry E. Clark** by **F.S. Smith, C.E.**, and dated October 7, 1895;

thence running north 78° 18' west along the south line of Lots No. 4 and 10 as shown by said Plan No.

## Public Notices

In the event that the successful bidder at the foreclosure sale fails to purchase the described premises according to the terms of this notice of sale or as provided for in the Memorandum of Sale executed at the time of foreclosure, the mortgagee reserves the right to sell the premises by foreclosure deed to the second highest bidder provided that the said second highest bidder shall deposit with the mortgagee's attorney, said **Donovan O'Connor & Dodd, LLP**, the amount of the required deposit and execute an agreement similar to said Memorandum of Sale, within three (3) business days after written notice of default of the previous highest bidder. This shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

If the second highest bidder declines to purchase the mortgaged premises, the mortgagee reserves the right to purchase the within described premises at the amount bid by the second highest bidder.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any appointed sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, to be announced at the time and place of the sale.

## ADAMS COMMUNITY BANK

By /s/ **Timothy R. Burdick**  
**Timothy R. Burdick**  
its Vice President

Present holder of said mortgage

From the Offices of:

**Thomas W. Rumbell, Esq.**  
For **Donovan O'Connor & Dodd, LLP**  
1330 Mass MoCA Way  
North Adams, MA 01247  
Tel: (413) 663-3200

**Fred S. Hobart,**  
Mass. Auctioneer License No. 393  
Ad# 45964, 45965  
01/21/2020, 01/28/2020,  
02/04/2020

## PUBLIC HEARING ADAMS ZONING BOARD OF APPEALS

In accordance with the **Adams Zoning Bylaws** and requirements of **M.G.L. c. 40A**, the following public hearing will be held at the **Town Hall, Mahogany Room, 8 Park Street, Adams, MA** on **Tuesday, February 11, 2020 at 6:00 PM**.

**Application of Edward Elmore for property located at 86 Howland Avenue, requesting a Special Permit under 12B of Chapter 1 "Use Regulation Schedule" of the Adams Zoning Bylaw for the operation of a wholesale bakery in a B-2 Zoning District.**

**Brian Tenczar, Acting Chairman**  
Ad# 46064, 46065  
01/28/2020, 02/04/2020

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the power of sale contained in a certain mortgage given by **Steven M. Stoppa** to **Adams Community Bank**, dated October 25, 2013, and recorded in the **Berkshire Northern District Registry of Deeds in Book 1527, Page 1016**, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, there will be sold at public auction at 11 a.m. on the 13th day of February, 2020, on the mortgaged premises below described, situated at 483 Walnut Street, North Adams, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

Beginning at a stake on the west side of said Walnut Street, at the southeast corner of land formerly of **Orman Hicks** and now owned by **John J. Kenney**, being Lot No. 4 as shown by the Plan of L.I. drawn for **Henry E. Clark** by **F.S. Smith, C.E.**, and dated October 7, 1895;

thence running north 78° 18' west along the south line of Lots No. 4 and 10 as shown by said Plan No.

## Public Notices

hundred forty (240) feet to a stake on the east side of a contemplated street;

thence south 11° 42' west along the east side of said contemplated street sixty (60) feet to a pin driven into the ground;

thence south 78° 18' east along the north line of Lots No. 8 and 2, as shown by said Plan No. 2, and shown by said Plan No. 2, and shown by said Plan No. 2;

thence north 11° 42' east along the west side of said Walnut Street sixty (60) feet to the place of beginning.

Meaning and intending to convey Lots No. 3 and 9 as shown by said Plan.

Being all and the same premises conveyed to the mortgagee herein by deed of **Catherine A. Gorgen** dated March 12, 2004 and recorded March 19, 2004 in the Berkshire Northern District Registry of Deeds in Book 1150, Page 578.

This loan originated with **Adams Community Bank**.

Said premises will be sold and conveyed subject to all unpaid taxes, tax title, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and

conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to occupation by persons on the premises now or at the time of said auction, which occupation is subject to said mortgage, and also to be sold subject to all laws and ordinances, including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

**TERMS OF SALE: \$5,000.00** will be required to be paid in cash or by certified or bank cashier's check by the purchaser at the time and place of sale as earnest money the mortgage holder and its designee(s) are exempt from this requirement. The balance of the purchase price shall be paid in cash or by certified or bank cashier's check, and the deed shall be delivered at the closing, which shall be held at the office of **Donovan O'Connor & Dodd, LLP**, 1330 Mass MoCA Way, North Adams, Massachusetts 01247, within 30 days after the foreclosure sale, unless same is on the 13th day of February, 2020, on the mortgaged premises below described, situated at 483 Walnut Street, North Adams, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

Beginning at a stake on the west side of said Walnut Street, at the southeast corner of land formerly of **Orman Hicks** and now owned by **John J. Kenney**, being Lot No. 4 as shown by the Plan of L.I. drawn for **Henry E. Clark** by **F.S. Smith, C.E.**, and dated October 7, 1895;

thence running north 78° 18' west along the south line of Lots No. 4 and 10 as shown by said Plan No.

thence south 11° 42' west along the east side of said contemplated street sixty (60) feet to a pin driven into the ground;

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This loan originated with **Adams Community Bank**.

Said premises will be sold and conveyed subject to all unpaid taxes, tax title, municipal liens and assessments, if any. Said premises will also be sold and conveyed subject to prior liens or other enforceable encumbrances of record entitled to priority over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and

conditions of record, if any there be, insofar as such are in force and applicable. Said premises will also be sold subject to occupation by persons on the premises now or at the time of said auction, which occupation is subject to said mortgage, and also to be sold subject to all laws and ordinances, including, but not limited to, all building and zoning laws and ordinances. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal regulations.

## Public Notices

the right to purchase the within described property at the amount bid by the second highest bidder.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any appointed sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, to be announced at the time and place of the sale.

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By /s/ **Timothy R. Burdick**  
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its Vice President

Present holder of said mortgage

From the Offices of:

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North Adams, MA 01247  
Tel: (413) 663-3200

**Fred S. Hobart,**  
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Ad# 45964, 45965  
01/21/2020, 01/28/2020,  
02/04/2020

## TOWN OF STOCKBRIDGE CONSERVATION COMMISSION NOTICE OF PUBLIC HEARING

Pursuant to Chapter 131, Section 40 MGL, the Stockbridge Conservation Commission will hold the following public hearing on **Tuesday, 11 February 2020 at the Stockbridge Town Office beginning at 7pm:**

**Notice of Intent**  
**Andrew Egan & Barbara Laura Under, 20 Beachwood Drive, Map 104, Lot 90, Reconstruct single family home (Forestry)**

**Sally Underwood-Miller**  
Secretary/Member  
Stockbridge Conservation Commission  
Ad# 46302  
02/04/2020

## PUBLIC HEARING NOTICE

The Conservation Commission for the Town of Monterey will hold a public meeting pursuant to M.G.L. c. 131, section 40, the **Wetlands Protection Act**, at the **Monterey Town Office, Monterey Grange 435 Main Road, Monterey, MA on February 12, 2020 at 6:00 p.m.** to act on the following: **Request for Determination** filed by **Debra Schwartz of 153 Hupli Rd** for the proposed replacement of a septic system within the buffer zone of Lake Garfield. **Request for Determination** filed by **Ann Channing of 165 Stevens Lake Rd** for the associated site work for the construction of a single family home within the buffer zone of bordering vegetated wetland.

**AD# 46304**  
02/04/2020

## MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by **HARRY N. CREAMER, JR. and LINDA M. CREAMER**, to **GREYLOCK FEDERAL CREDIT UNION**, dated August 18, 2008, with the **Berkshire Middle District Registry of Deeds in Book 4122, Page 246**, which mortgage was modified by **Modification Agreement** dated June 12, 2009, and recorded in said Registry of Deeds in Book 4124, Page 75, of which mortgage the undersigned is the present holder, for breach of the conditions of the said mortgage and for the purpose of foreclosing the same will be sold at public auction at 11:00 a.m. on the Twentieth (20th) day of February, 2020, at the mortgaged premises described below, to wit, 7 Central Berkshire Boulevard, Pittsfield, Massachusetts, all and singular, the premises in said Pittsfield, Berkshire County, Massachusetts, described in said Mortgage, to wit:

Beginning at a point in the easterly line of Central Berkshire Boulevard, otherwise known as Massachusetts Route 41, one hundred twenty-five and sixty-three one hundredths (125.63) feet northerly of a

## Public Notices

Massachusetts Highway Bound making a point said easterly line at Station 40 + 00 on record plan of said Route 41 said point being near the southeasterly corner of a large and tall stone gatepost; running thence northerly in said easterly line, one hundred thirty-three and eighty-four one-hundredths (133.84) feet to a point marked by an iron pin set in the ground, said point being twenty-three and thirty-three one-hundredths (23.33) feet

southerly of the northwest corner of Parcel 2 as described in deed of **Morris Stosson et ux** to **Gaston R. Goyette et ux**, dated July 8, 1958 and recorded in the **Berkshire Middle District Registry of Deeds in Book 674, Page 4408**; thence easterly at right angles to the first described course and along a line parallel to and twenty-three and thirty-three one-hundredths (23.33) feet southerly of the said northerly line of said Parcel 2 as conveyed in said deed from **Morris Stosson et ux** to **Gaston R. Goyette et ux**, two hundred and thirty-three and thirty-three one-hundredths (23.33) feet southerly of the said northeast corner of Parcel 2 as conveyed in the northeastern corner of the parcel herein conveyed; thence northerly at right angles to the last described course, one hundred forty-one and eighty-four one-hundredths (141.84) feet to an iron pin set in the ground; thence easterly at right angles to the last described course, two hundred fourteen (214) feet more or less to the place of beginning.

Being the same premises conveyed to **Harry N. Creamer, Jr. and Linda M. Creamer** by deed of **Sophie B. Creamer** dated September 2, 1987 and recorded in the **Berkshire Middle District Registry of Deeds in Book 1008, Page 1030**.

The mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any appointed sale date by public proclamation at the time and date appointed for the adjourned sale date.

Other terms, if any, to be announced at the time and place of the sale.

## ADAMS COMMUNITY BANK

By /s/ **Timothy R. Burdick**  
**Timothy R. Burdick**  
its Vice President

Present holder of said mortgage

From the Offices of:

**Thomas W. Rumbell, Esq.**  
For **Donovan O'Connor & Dodd, LLP**  
1330 Mass MoCA Way  
North Adams, MA 01247  
Tel: (413) 663-3200

**Fred S. Hobart,**  
Mass. Auctioneer License No. 393  
Ad# 45964, 45965  
01/21/2020, 01/28/2020,  
02/04/2020

## TOWN OF STOCKBRIDGE CONSERVATION COMMISSION NOTICE OF PUBLIC HEARING

Pursuant to Chapter 131, Section 40 MGL, the Stockbridge Conservation Commission will hold the following public hearing on **Tuesday, 11 February 2020 at the Stockbridge Town Office beginning at 7pm:**

**Notice of Intent**  
**Andrew Egan & Barbara Laura Under, 20 Beachwood Drive, Map 104, Lot 90, Reconstruct single family home (Forestry)**

**Sally Underwood-Miller**  
Secretary/Member  
Stockbridge Conservation Commission  
Ad# 46302  
02/04/2020

## PUBLIC HEARING NOTICE

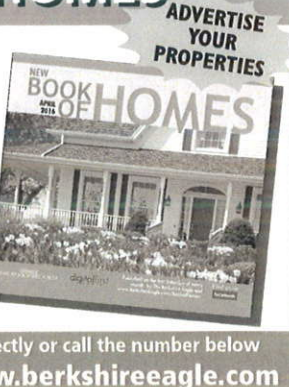
The Conservation Commission for the Town of Monterey will hold a public meeting pursuant to M.G.L. c. 131, section 40, the **Wetlands Protection Act**, at the **Monterey Town Office, Monterey Grange 435 Main Road, Monterey, MA on February 12, 2020 at 6:00 p.m.** to act on the following: **Request for Determination** filed by **Debra Schwartz of 153 Hupli Rd** for the proposed replacement of a septic system within the buffer zone of Lake Garfield. **Request for Determination** filed by **Ann Channing of 165 Stevens Lake Rd** for the associated site work for the construction of a single family home within the buffer zone of bordering vegetated wetland.

## Berkshire County's BOOK OF HOMES

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- ✓ Reach more than 70,000 readers and potential customers with your ad in the Book of Homes
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phone: 413-496-6226 fax: 413-499-3419 [www.berkshireeagle.com](http://www.berkshireeagle.com)



Smith, Costello  
& Crawford  
Public Policy Law Group.

Attachment B

January 31, 2020

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, February 18<sup>th</sup>, 2020 at 6:00 PM at Lenox Town Hall 6 Walker Street, Lenox, MA 01240. The proposed Marijuana Retail Establishment is anticipated to be located 55 Pittsfield Road, Lenox, MA 01240. There will be an opportunity for the public to ask questions.

50 Congress Street, Suite 420  
Boston, MA 02109

[www.publicpolicylaw.com](http://www.publicpolicylaw.com)



## Jonathan Capano

---

**From:** Kerry Sullivan <ksullivan@townoflenox.com>  
**Sent:** Friday, January 31, 2020 4:25 PM  
**To:** Jonathan Capano  
**Subject:** Re: Community Outreach Meeting  
**Attachments:** SKM\_454e20013117290.pdf

I have received this and posted to our Bulletin Board and on our website.

***Kerry Sullivan***

**Town Clerk  
Town of Lenox  
6 Walker St.  
Lenox, MA 01240  
413-637-5500 Ext. 1207**

[Please visit my website for more information.](#)

**Jonathan Capano** <[jcapano@publicpolicylaw.com](mailto:jcapano@publicpolicylaw.com)> writes:

Good morning,

Attached please find a copy of our Community Outreach Meeting in regard to the marijuana establishment to be located at 55 Pittsfield Road, Lenox, MA 01240. As a part of the Cannabis Control Commission's (CCC) application, our client Krishna Lenox, LLC is required to host a community outreach meeting within six months of filing an application.

The CCC requires that proper notice is filed for this meeting. As a part of these requirements we file notice in three different ways. Our public notice will appear in a local newspaper, with town hall, and a mailing will be sent out to all abutters of the property within 300 feet. This notice is required to be at least fourteen days in advance of the meeting.

Please scan back a copy with the official city department receipt stamp at your earliest convenience.

Thank you for your attention to this matter.

**Jonathan Capano, Esq.**  
*Associate*

**Smith, Costello & Crawford**  
Public Policy Law Group.

50 Congress Street, Suite 420  
Boston, MA 02109  
O: 617-523-0600  
[www.publicpolicylaw.com](http://www.publicpolicylaw.com)

Smith, Costello  
& Crawford  
Public Policy Law Group.

January 31, 2020

Dear Sir or Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, February 18<sup>th</sup>, 2020 at 6:00 PM at Lenox Town Hall 6 Walker Street, Lenox, MA 01240. The proposed Marijuana Retail Establishment is anticipated to be located 55 Pittsfield Road, Lenox, MA 01240. There will be an opportunity for the public to ask questions.

50 Congress Street, Suite 420  
Boston, MA 02109

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# Lenox


MASSACHUSETTS

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## Community Outreach Meeting

for the proposed Marijuana Establishment

**Event Date:** Tuesday, February 18, 2020 - 6:00pm

 [marijcommunityoutreach.pdf](#)

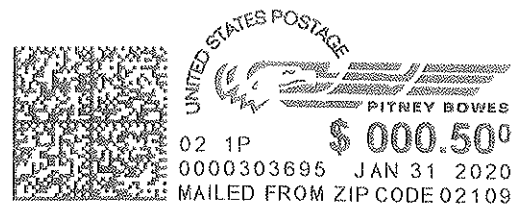
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Lenox Town Hall • 6 Walker Street • Lenox, MA 01240 • (413) 637-5500

[Website Disclaimer](#)   [Government Websites by CivicPlus ®](#)

[Login](#)

2 Crawford  
St, Suite 420  
02109



TOWN OF LENOX  
0 PITTSFIELD RD  
LENOX, MA 01240

## 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, NAVINCHANDRA SHAH, (insert name) certify as an authorized representative of KRISHNA LENOX, LLC (insert name of applicant) that the applicant has executed a host community agreement with TOWN OF LENOX (insert name of host community) pursuant to G.L.c. 94G § 3(d) on JAN. 22<sup>ND</sup> 2020 (insert date).

Navin Shah  
Signature of Authorized Representative of Applicant

### Host Community

I, Edward Lane, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Lenox (insert name of host community) to certify that the applicant and Town of Lenox (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 22, 2020 (insert date).

Edward Lane  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## **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, Krishna Lenox, LLC. (“Krishna”) recognizes that it has a responsibility to contribute to areas of disproportionate impact and help disproportionately harmed by marijuana prohibition. Krishna will focus its time and resources on its host community of Pittsfield which has been identified by the Commission as an area of disproportionate impact. Krishna is fully committed to ensuring that it is making positive and lasting contributions to the communities where Krishna resides.

### **PURPOSE**

The purpose of this document is to summarize Krishna’s plan to ensure its business creates positive and lasting impacts on the communities in which it will be involved.

Krishna is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. Krishna 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**

Krishna aims to implement the following initiatives to assist those communities that have been disproportionately impacted 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 Marijuana Establishments.

*Proposed Initiative:* Krishna will make a minimum annual financial contribution of at least \$5,000 to the CultivatED program to help promote participation in the cannabis industry by those who were disproportionately harmed by marijuana prohibition. CultivatED is a jails-to-jobs cannabis program that focuses on issues such as expungement, education and employment for those harmed populations. Krishna will provide money to CultivatED to support its mission and goals but will not offer any of its own programming through the CultivatED program. Attached, please find a letter from CultivatED acknowledging acceptance of funds from cannabis license holders.

Goal: Krishna will make an annual financial contribution to the CultivatED program which will in turn support the mission of empowering, educating, and employing individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission.

Metrics: Krishna will maintain a record of its annual donations to the CultivatED program. Krishna will keep records of feedback that we receive relative to the impact of our contributions,

Krishna Lenox, LLC  
Application of Intent

if any. This will in turn help us make decisions about adjustments that need to be made in the future.

*Proposed Initiative:* Krishna will commit to provide employees with a minimum of 8 hours per year paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. Krishna will focus their clean-ups in Pittsfield. Employees will be notified of these clean-up days through a routine employee newsletter or public posting around the establishment.

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

Metrics: Krishna will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. Krishna will host two clean-up days annually, one in the Spring and one in the Fall. These clean-ups will take begin once Krishna obtains its Provisional License with both clean-up days taking place within the first year of its provisional license. Krishna 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. Krishna 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

Krishna 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. Any actions taken, or programs instituted by Krishna will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Progress and/or success of this plan will be documented one year from provisional licensure and each year thereafter.

Krishna Lenox, LLC  
Application of Intent



## MASS CultivatED

February 24, 2020

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

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

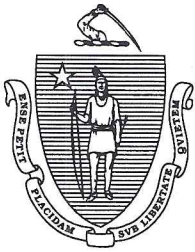
We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Dominguez", is written over a horizontal line.

Ryan Dominguez





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

William Francis Galvin  
Secretary of the  
Commonwealth

March 6, 2020

TO WHOM IT MAY CONCERN:

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

**KRISHNA LENOX, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 16, 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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





## The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

### Certificate of Organization

(General Laws, Chapter )

Identification Number: 0013839361. The exact name of the limited liability company is: KRISHNA LENOX, LLC

## 2a. Location of its principal office:

No. and Street: 462 PITTSFIELD ROAD  
City or Town: LENOX State: MA Zip: 01240 Country: USA

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

No. and Street: 462 PITTSFIELD ROAD  
City or Town: LENOX State: MA Zip: 01240 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:

TO APPLY FOR A LICENSE WITH THE COMMONWEALTH OF MASSACHUSETTS CANNIBIS C  
ONTROL COMMISSION IN ORDER TO OPERATE A RECREATIONAL/RETAIL MARIJUANA SAL  
ES ESTABLISHMENT AND ANY OTHER LAWFUL PURPOSE

## 4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

Name: NAVIN SHAH  
No. and Street: 462 PITTSFIELD ROAD  
City or Town: LENOX State: MA Zip: 01240 Country: USA

I, NAVIN SHAH 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	NAVIN SHAH	462 PITTSFIELD ROAD LENOX, MA 01240 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

SOC SIGNATORY

NAVIN SHAH

462 PITTSFIELD ROAD  
LENEX, MA 01240 USA

**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	NAVIN SHAH	462 PITTSFIELD ROAD LENEX, MA 01240 USA

**9. Additional matters:**

NONE

**SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of May, 2019,**  
**SHAUN T. MAHONEY**

*(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:

May 16, 2019 05:32 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
KRISHNA LENOX, LLC**

This LIMITED LIABILITY COMPANY AGREEMENT is made and entered into as of the 16<sup>th</sup> day of May, 2019 by and among KRISHNA LENOX, LLC, a Massachusetts limited liability company and its members.

Witnesseth

WHEREAS the parties hereto, wishing to become members of a limited liability company called KRISHNA LENOX, LLC (the "Company") under and pursuant to Chapter 156C of the Massachusetts General Laws (the Massachusetts Limited Liability Company Act), have caused a Certificate of Organization to be executed and filed with the Massachusetts Secretary of State pursuant to the Act; and

WHEREAS the parties agree that their respective rights, powers, duties and obligations as members of the Company, and the management, operations and activities of the Company, shall be governed by this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby agree as follows:

**Article 1  
Definitions**

1.1 Certain Definitions. Capitalized terms used in this Agreement, without other definition shall, unless expressly stated otherwise, have the meanings specified in this Section:

(a) "Act" means Chapter 156C of the Massachusetts General Laws (Massachusetts Limited Liability Company Act), as from time to time in effect in the Commonwealth of Massachusetts, or any corresponding provisions or provisions of any succeeding or successor law of such State;

(b) "Affiliate" of a Member or Manager means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or Manager, as applicable. The term "Control," as used in the immediately preceding sentence, means with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the corporation or limited liability company and, with respect to any individual, partnership, trust, estate, association or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

(c) "Agreement" means this Limited Liability Company Agreement, as originally executed and as amended, modified or supplemented from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

(d) "Assignee" means any transferee of a Member's Interest who has not been admitted as a member of the Company in accordance with Article 9.



(e) "Bankruptcy" means, with respect to a Member: such Member makes an assignment for the benefit of creditors; such Member files a voluntary petition in bankruptcy; such member is adjudged a bankrupt or insolvent, or has entered against him an order for relief in any bankruptcy or insolvency proceeding; such Member files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; such member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidation of the Member or of all or any substantial part of his properties, or 120 days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without the Member's consent or acquiescence of a trustee, receiver or liquidator of the Member of all or any substantial part of his properties, the appointment is not vacated or stayed, or within 90 days of the expiration of any such stay, the appointment is not vacated.

(f) "Capital Account" means an account established and maintained (in accordance with, and intended to comply with, Income Tax Regulations Section 1.704-1(b)) for each Member.

(g) "Certificate of Organization" means the certificate of formation of this Company filed with the Secretary of State.

(h) "Code" means the United States Revenue Code of 1986, as amended, or any corresponding provision or provisions of any succeeding law and, to the extent applicable, the Income Tax Regulations.

(I) "Company" means KRISHNA LENOX, LLC, a Massachusetts limited liability company.

(j) "Dissolution Event" means, with respect to any Person, one or more of the following: the death, insanity, withdrawal, resignation, retirement, expulsion, Bankruptcy or dissolution of such Person.

(k) "Income Tax Regulations" means, unless the context clearly indicate otherwise, the regulations in force as final or temporary that have been issued by the U.S. department of the Treasury pursuant to its authority under the Code, and any successor regulations.

(l) "Interest" means the entire ownership interest of a Member in the Company at any particular time, including, without limitation, the right of a Member to participate in the Company's income, gain, loss, deduction, credit and similar items, and any and all right and benefits to which a Member may be entitled pursuant to this Agreement and under the Act, together with the obligation of such Member to comply with all the terms and provisions of this Agreement and the Act.

(m) "Majority in Interest" means a majority of the Percentage Interests of Members.

(n) "Manager" means a person who is a Manager at the effective date of this Agreement or who is thereafter elected as a Manager of the Company pursuant to Section 5.5 of this Agreement.

(o) "Member" means any person who is one of the original parties to

this agreement listed in Schedule A, or has been admitted to the Company as a Member in accordance with the Act and this Agreement.

(p) "Percentage Interest" means the allocable interest of each Member in the income, gain, loss, dissolution or credit of the Company.

(q) "Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or representative capacity or any other entity.

## **Article 2**

### **The Company**

2.1 Name. The name of the Company shall be **KRISHNA LENOX, LLC.**

2.2 Purpose of the Company. The Company is organized for the following objects and purposes:

(a) To engage in all aspects of an adult use marijuana retail sale facility and all matters related thereto.

(b) To engage in any lawful activity for which a limited liability company may be formed under the Act.

(c) Such other activities directly related to and in furtherance of the Company's activities as may be necessary advisable, or appropriate, in the reasonable opinion of the Managers.

(d) To execute, deliver and perform all contracts and other undertakings and engage in all activities and transaction as may in the opinion of the Managers be necessary or advisable to carry out the foregoing objects and purposes.

## **Article 3**

### **Offices**

3.1 Principal Office. The principal office of the Company in Massachusetts shall be: 462 Pittsfield Road, Lenox, MA 01240, until such time as the principal office is changed in accordance with the Act.

## **Article 4**

Members; Limited Liability of Members; Interests of Members; Certificates; Voting Rights; Meetings of Members; Conversion of Member Interests.

4.1 Members. Each of the parties to this Agreement, and each Person admitted as a Member of the Company pursuant to the Act and Section 9.1 of this Agreement, shall be Members of the Company until they cease to be Members in accordance with the provisions of the Act, the Certificate of Organization or this Agreement. Upon the admission of any new Member, Schedule A hereto shall be amended accordingly.

4.2 Limited Liability. Except as expressly set forth in this Agreement



or required by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

4.3 Nature of Membership Interest; Agreement is Binding Upon Successors. The Interest of Members in the Company constitute their personal estate. No Member has any interest in any specific asset or property of the Company. In the event of the death or legal disability of any Member, the executor, trustee, administrator, guardian, conservator or other legal representative of such member may exercise the rights and powers of that Member and shall be bound by the provisions of this agreement.

4.4 Classes of Members.

(a) The company shall have one class of member with the rights, powers, duties, obligations, preferences and privileges set forth in this Agreement.

(b) The Members shall be entitled to share in the income, gain, loss, deduction and credit of the Company (and items thereof) in proportion to their respective Percentage Interest as set forth on Schedule A attached hereto.

4.5 Voting Rights

(a) Except as may otherwise be provided in this Agreement each of the members are only entitled to vote on matters as set forth in this Section 4.5.

(i) To amend the Certificate of Organization;

(ii) To amend this agreement, except for clerical or ministerial amendments;

(iii) To approve a voluntary dissolution of the Company;

(iv) To agree to continue the business of the Company after a Dissolution Event specified in Section 13.1;

(v) To approve a merger, consolidation or other reorganization of this Company;

(vi) To authorize or approve a fundamental change in the business of the Company, including a sale of all or substantially all of its assets;

(vii) To elect and remove Manager(s) in accordance with Section 5.5; and

(viii) To change the authorized number of Manager(s) in accordance with Section 5.4.

(b) All of the foregoing actions, and any other matter requiring a vote shall be approved by a Majority Interest of all of the Members.

4.6 Place of Meetings. All meetings of the Members shall be held at any place which may be designated by the Manager(s), within or outside of the continental United States.

4.7 Meeting of Members.

Meetings of the Members for the purpose of taking any action permitted to be taken by the Members may be called by any Manager, or by Members entitled to cast not less than twenty-five (25%) percent of the votes at the meeting. Upon request in writing that a meeting of Members be called for any proper purpose, a manager shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting not less than five (5) nor more than twenty (20) days before the meeting. Only Persons whose names are listed as members on the records of the Company at the close of business on the business day immediately preceding the day on which notice of the meeting is given shall be entitled to receive notice of and to vote at such meeting, and such day shall be the record date for such meeting. All votes shall be by ballot. Such notices shall state:

- (a) The place, date and hour of the meeting;
- (b) Those matters which the Manager(s) or Members, at the time of the mailing of the notice, intended to present for action by the Members.

#### 4.8 Quorum.

The presence at any meeting in person or by proxy of a Majority in Interest of Members entitled to vote at such meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum if any action taken is approved by at least a majority of the votes of the remaining members.

#### 4.9 Waiver of Notice.

The actions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as if taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, not present in person or by proxy, signs a written notice or a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice, consent or approval need not specify either the business to be transacted or the purpose of any regular or special meeting of members.

#### 4.10 Meeting by Telecommunications or Electronically.

Members may participate in a meeting by means of a conference telephone, other similar communications equipment, or by means of the internet such that all persons participating in a meeting can hear or otherwise communicate with each other at the same time and participation by such means shall constitute presence in person at a meeting.

#### 4.11 Action by Members Without a Meeting.

Any action which, under any provision of the Act or the Certificate of Organization or this Agreement, may be taken at a meeting of the Members, may be taken if a consent in writing, setting forth the action so taken, is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Consents to any such action shall be solicited in writing from all Members entitled to vote thereon prior to the taking of any action based on such consent.



#### 4.12 Record Date.

The Manager(s) may fix a time in the future as a record date for the determination of the Members entitled to notice of and to vote at any meeting of Members or entitled to give consent to action by the Company in writing without a meeting to receive any report, to receive any dividend or distribution, or any allotment of rights, or to exercise rights with respect to any change, conversion or exchange of interests. The record date so fixed shall not be more than sixty (60) days nor less than ten (10) days prior to any other event for the purposes of which it is fixed. When a record date is so fixed, only Members of record at the close of business on that date are entitled to notice of and to vote at any such meeting to give consent without a meeting, to receive any report, to receive a dividend, distribution or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any Interest on the books of the Company after the record date except as otherwise provided by the Act or in the Certificate of Organization or this Agreement.

#### 4.13 Members May Participate in Other Activities.

Each Member of the Company shall have the right to participate in other business ventures of every kind. No Member, acting in the capacity of a Member, shall be obligated to offer to the Company or to the other Members any opportunity to participate in any such business venture. Neither the Company nor the other Members shall have any right to any income or profit derived from any such other business venture of a Member.

#### 4.14 Members are not agents.

Pursuant to Section 5.1 of this Agreement, the management of the Company is vested in the Manager(s). The Members shall have no power to participate in the management of the Company except as expressly authorized by the Act, this Agreement or the Certificate of Organization. No Member acting solely in the capacity of Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Manager(s), have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute an instrument on its behalf or to render it liable for any purpose.

#### 4.15 Transactions of Members with the Company.

Subject to any limitations set forth in this Agreement and with the prior approval of the Manager(s), a Member may lend money to and transact other business with the Company. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member.

#### 4.16 Loans by Members to the Company.

No Member shall be obligated to lend money to the Company. Any loan by a Member to the Company shall be separately entered on the books of the Company as a loan to the Company and not as a Capital Contribution, shall bear interest at such rate as may be agreed upon by the lending Member and the Manager(s).

### Article 5 Management of the Company

### 5.1 Manager.

Subject to the provisions of the Act and any limitations in the Certificate of Organization and this Agreement as to action required to be authorized or approved by the Members, the business and affairs of the Company shall be managed and all its powers shall be exercised by or under the direction of its Manager(s) who shall have the power to conduct, manage and control the business and affairs of the Company and to make all other arrangements and do all things which are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company as the Manager(s) shall deem to be in the best interests of the Company.

### 5.2. Agency Authority of Manager(s).

Any Manager, acting alone, shall be authorized to sign contracts and obligation on behalf of the Company.

### 5.3 Limited Liability.

Except as expressly set forth in this Agreement or required by law, no Manager shall be personally liable for any debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager of the Company.

### 5.4 Number and Qualifications of Manager(s).

Unless otherwise changed pursuant to the provisions of this Agreement, the LLC shall be managed by Navin Shah. The authorized number of Manager(s) may be changed from time to time by the affirmative vote of the Members as provided in Section 4.5.

### 5.5 Election and Removal of Manager(s).

(a) The Manager(s) shall be elected by the vote of a Majority in Interest of the Members. Except as otherwise provided by the Certificate of Organization, each Manager, including a Manager elected to fill a vacancy, shall hold office until his death, bankruptcy, mental incompetence, resignation or removal for cause by the vote of a Majority in Interest.

(b) Notwithstanding anything to the contrary on this Agreement, the Act or the Certificate of Organization, a Manager may be removed for cause which is hereby defined as gross misconduct, disloyalty to the company, criminal conviction or anything else that majority in interest judge to have a material, serious and adverse effect on the company's future.

### 5.6 Vacancies; Resignations.

(a) A vacancy shall be deemed to exist in case of the death, bankruptcy, mental incompetence, resignation or removal of any Manager.

(b) The Members, by a vote in accordance with Section 4.5, shall elect a Manager to fill a vacancy. Each Manager so elected shall hold office until such Manager's successor is elected and qualified by the required vote at a meeting of the Members.

(c) Any Manager may resign effective upon giving thirty (30) days written notice to the Members of the Company, unless the notice specifies a later



time for the effectiveness of such resignation. A majority of the Members shall have the power to elect a successor to take office when the resignation is to become effective.

5.7 Compensation and Reimbursement of Manager(s) and Employees.

(a) Majority in Interest shall determine compensation and bonus for all employees of company. Members shall be given an annual report detailing compensation paid to employees.

(b) The Company may advance money to any Manager of the Company for any expenses reasonably anticipated to be incurred in the performance of the duties of such Manager, provided that in the absence of such advance such Manager would be entitled to be reimbursed for such expenses by this Company.

5.8 Transactions between Manager(s) and the Company.

Subject to any limitations set forth in this Agreement and with the prior approval of a majority of Members, a Manager may lend money to and transact other business with the company. Subject to other applicable law, such Manager has the same rights and obligations with respect thereto as a Person who is not a Member or Manager. Any such transactions can be voided by a vote of the Majority in interest.

5.9 Mandatory Purchases and Sales of Manager Interests.

(a) If a Manager is removed for cause as a Manager pursuant to Section 5.5(b) of this Agreement, Manager shall be required to sell all of his Member Interest to the Company at the Fair Market Value as determined in accordance with Section 5.11 of this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Member Interest of any Manager resigning as provided in Section 5.6 or removed as provided in Section 5.5(a) shall be converted effective immediately upon said resignation or removal without further action or documentation on the part of the Company or the Manager, into an economic interest in the Company ("Economic Interest") without any voting, control, operational or other rights accorded a Member or Manager pursuant to this Agreement.

(c) For purposes of Section 5.9, the Fair Market Value of a Manager's Interest for purposes of a purchase or sale shall be determined as of the close of the Fiscal Quarter immediately next following the specific event that causes the purchase or sale of a Manager's Interests.

5.10 Payment and Value of Interest.

At the Closing of any transfer of an Interest all payments required to be made shall be by the method designated by the recipient of the funds.

5.11 Determination of Fair Market Value.

(a) The purchase price of a Manager Interest shall be the Fair Market Value determined as followed:

(1) By agreement of the Manager and the Company



(2) If the withdrawing Manager and the Company fail or refuse, for any reason whatsoever, to stipulate said Fair Market Value, then such value shall be the Fair Market Value fixed by submission to certified public accountant (CPA) in accordance with the procedures described below. Within twenty (20) days after one party proposes in writing to the other party that Fair Market Value be determined, it shall be determined by two certified public accountants, one selected by the withdrawing Manager and one by the Company, provided, that if either party fails to appoint a certified public accountant within ten (10) days following the expiration of such twenty (20) day period, Fair Market Value shall be determined by the certified public accountant selected by the other party. If two certified public accountants are selected, each shall submit to the withdrawing Manager and Company their respective evaluations within thirty (30) days after their selection. If a discrepancy between the dollar value of the evaluations exceeds 10% of the higher evaluation and the parties do not agree on a settlement of the discrepancy within ten (10) days after receipt, then a third certified public accountant mutually selected by parties (or if they cannot so select, then selected by the first two accountants), shall review the first two evaluations. The third certified public accountant shall select one of the first two evaluations which selection shall constitute a final determination of Fair Market Value of the Interest and shall be binding upon the parties. If a discrepancy between the evaluations of the first two certified public accountants is less than 10% of the higher evaluation, then the average of the two evaluations shall constitute a final determination of Fair Market Value of the Interest and shall be binding upon the parties.

## **Article 6**

### **Capital Contributions**

#### **6.1 Initial Capital Contributions.**

Effective as of the date of execution of this Agreement, each Member shall have made an initial Capital Contribution to the Company in cash or in kind as set forth on Schedule A attached hereto.

#### **6.2 Additional Capital Contributions.**

(a) No Member shall be obligated to contribute additional capital to the Company; however, the Manager(s) may request existing Members to make additional Capital Contributions in cash to the Company through the sale of additional Interests if the Manager(s) determine that additional funds are required by the Company. All such requests for Additional Contributions shall first be offered pro rata to the Members in accordance with their then current Percentage Interests; provided, however, that any refusal of a member to make his pro rata contribution shall result in a reduction of his Percentage Interest in the Company to the extent his offered Additional Interest is sold to another existing or new Member. Upon the sale of Additional Interests to existing Members, or upon the admission of a new member in accordance with this Agreement and the Act, such Member or Members shall receive a Capital Account credit for each Additional Capital Contribution.

#### **6.3 Withdrawal or Reduction of Capital Contributions.**

(a) Except as expressly provided in this Agreement, no Member shall have the right to withdraw from the Company all or any part of his Capital Contribution prior to the dissolution and winding up of the company.



6.4. No Interest Payable on Capital Contributions. No interest shall be payable on or with respect to the Capital Contributions or Capital Accounts of Members.

## **Article 7**

### **Allocation of Profits and Losses; Tax and Accounting Matters**

7.1 Allocations. Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital allocating rules of Section 704(b) of the Code and the Income Tax Regulations thereunder shall be allocated among the members in proportion to their Percentage Interests.

7.2 Accounting Matters. The Manager(s) shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using an accrual based method of accounting or other method as in the judgment of the Manager(s) is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

### **7.3 Tax Status and Returns.**

(a) The Manager(s) shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority, and shall make timely filing thereof. The Manager(s) shall prepare or cause to be prepared and delivered to each Member a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his federal, state and local income tax returns.

(b) Navin Shah shall be deemed the "Tax Matters Partner" for U.S. federal income tax purposes.

## **Article 8**

### **Distributions**

### **8.1 Distributions.**

(a) The Manager(s) shall not be required to distribute the profits, if any, of the Company to the Members at any time except as expressly provided herein.

## **Article 9**

### **Transfer of Interests; Admission of Members**

### **9.1 No Transfer of Interests**

(a) No Member may transfer his Interest in the Company to any Person, including another Member, and no transferee of a Member's Interest may be admitted as a Member, unless (I) the Members holding a majority in interest



approve the transfer of interest and admission of the transferee as a new Member, (ii) the Manager(s) votes to approve the transfer of the Interest and admission of the transferee as a Member, (iii) the transferee agrees in writing to be bound by all terms and conditions of this Agreement, and (iv) the transfer complies with all applicable Federal and state securities laws, and (v) the new Member is admitted according to 9.2.

(b) Any transferee of a Member's Interest who fails to comply with Section 9.1(a) shall have no right to vote or otherwise participate in the business and affairs of the Company or to become or possess any of the other rights of a Member; provided, however, that if the transferee is already a Member, then such transferee Member shall only be entitled to the rights attributable to the Interest which he held prior to the transfer.

(c) Any transferee of a Member's Interest who is not approved by the Manager(s) and who fails to comply with the other conditions of Section 9.1(a) shall not be entitled to receive the share of profits or other distributions by way of income and the return of Capital Contributions, if any, to which the transferee Member would otherwise be entitled.

## 9.2. Admission of New Members

(a) Upon the admission of a new Member in accordance with the Act and this Agreement, there shall be a special closing of the books solely for the purpose of determining the value of the Company on such date by whatever method the Manager(s), in their sole and absolute discretion, consider reasonable, and the Capital Accounts and Percentage Interests (if applicable) of the existing Members shall be adjusted accordingly. After such adjustment, the Manager(s) shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member.

## 9.3 Sale or Transfer of Interest by Members.

(a) A Member may not sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (hereinafter collectively referred to as "transferred") any or all of his Interest in the Company without first seeking approval of the Manager(s). To secure such approval, a Member must notify the Manager(s) and the Members at their addresses then listed on the records of the Company, by sending them a written notice (the "Transfer Notice") stating the intended transferee, the price, the proposed closing date which must not be less than ninety (90) days after the date of the Transfer Notice, and any other material terms and conditions of the transfer. The Manager(s) must approve or disapprove of the sale within fifteen (15) days of receipt of the Transfer Notice. If the Manager(s) does not approve, the Company will have the first right to buy the transferred interests at the price and on the terms and conditions set forth in the Transfer Notice within forty-five (45) days of the date of the Transfer Notice. If the Company declines to buy the transferred interests, the Members shall have the right to buy the transferred interests within sixty (60) days of the date of the Transfer Notice at the price and on the terms and conditions set forth in the Transfer Notice. If more than one Member elects to buy, shares should be allocated on a pro rata basis. If no Member elects to buy, the transfer shall be allowed to be completed, but must be completed by the closing date on the same terms and conditions initially agreed upon and set forth in the Transfer Notice.



**Article 10**  
**Accounting, Records, Reporting to and by Members**

10.1 Books and Records. The books and records of the Company shall be kept and the financial condition and the results of its operations recorded, in accordance with the accounting methods followed for United States federal income tax purposes and generally accepted accounting practices. The books and records of the Company shall reflect all the Company's transactions and shall be appropriate for the Company's business. The Company shall be able to produce within thirty (30) days' notice the following:

(a) A current list of the full name and last known business or residence address of each member and Assignee, together with the Capital Contribution Capital Accounts, Percentage Interests of each Member or Assignee.

(b) A current list of all of the full name and business or residence address of each Manager.

(c) A copy of the Certificate of Organization and any and all amendments thereto.

(d) Copies of the Company's U.S. federal, state and local income tax or information returns and reports, if any, and any tax returns or reports filed by or on behalf of the Company in any other jurisdiction, for the six (6) most recent taxable years.

(e) A copy of this Agreement and any and all amendments thereto.

(f) Copies of the financial statement of the Company, if any, for the six (6) most recent fiscal years; and

(g) The Company's books and records as they relate to the internal affairs of the Company for at least the current and the past four (4) fiscal years.

10.2 Delivery to Members and Inspection.

Upon the request of any Member, the Manager(s) shall promptly deliver to the requesting Member, at the expense of the Company, a copy of the information required to be maintained under Section 10.1. Members may request such information once a year.

(b) The Manager(s) shall be responsible for the preparation of financial reports of the Company. Within one hundred twenty (120) days after the end of each fiscal year, the Manager(s) shall cause each Member to be furnished with a copy of the balance sheet of the Company as of the last day of the applicable period, a statement of income or loss for the Company for such period and a statement of year to date results through such period. Annual statement shall also include a statement showing any item of income, gain, deduction, credit or loss allocable for U.S. federal income tax purposes pursuant to the terms of this agreement. Annual statements shall be reviewed or compiled by the Company's accountants.

(c) Any inspection or copying by a Member under this Section 10.2 may be made by that Member or that Member's agent or attorney.

10.3 Filings.

The Manager(s), at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities and all other reports to be filed by the Company and then current applicable laws, rules and regulations.

#### 10.4 Bank Accounts.

The Manager(s) shall maintain the funds of the Company in one or more separate bank accounts or in securities industry accounts or money market funds in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

### Article 11 Dissolution and Liquidation

11.1 Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of the following:

- (a) At the time, if any, specified in the Certificate of Organization, or
- (b) The written consent of the Members holding the Percentage Interest specified in Section 4.5; or
- (c) A Dissolution Event occurs with respect to any Member who is also a Manager of the Company, unless a Majority in Interest of the remaining Members vote to continue the business of the Company within ninety (90) days of the occurrence of such Dissolution Event.

#### 11.2 Liquidation.

(a) Upon the occurrence of any of the events of dissolution set forth in Section 11 of this agreement, the Company shall cease to engage in any future business, except to the extent necessary to perform existing obligations and shall wind up its affairs and liquidate its assets. The Manager(s) shall appoint a liquidating trustee(s) (who may, but need not, be a Member) who shall have sole authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company in accordance with the Act.

(b) During the course of liquidation there shall be no cash distribution to the Members until the Distribution Date defined in Section 11.3.

#### 11.3 Liabilities.

Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. When the liquidating trustee has determined that there can be a final accounting, the liquidating trustee shall establish a date (not to be later than the end of the taxable year of the liquidation) for the distribution of the proceeds of liquidation of the Company (the "Distribution Date"). The net proceeds of liquidation of the Company shall be distributed to the Members as provided in Section 11.2 hereof not later than the Distribution Date.

#### 11.4 Settling of Accounts. Upon the dissolution and liquidation of the



Company, the proceeds of liquidation shall be applied as follows:

- (I) First, to pay all expenses of litigation and winding up
- (ii) Second, to pay all debts, obligations and liabilities of the Company, in the order of priority as provided by law, other than debts owing to the Members or on account of Members' Capital Contributions
- (iii) Third, to pay all debts of the Company owing to a Member; and
- (iv) Fourth, to pay equity to Members
- (v) Fifth, to establish reasonable reserves for any remaining contingent or unforeseen liabilities of the Company not otherwise provided for, which reserves shall be maintained by the liquidating trustee. If any excess funds remain in such reserves at the end of such reasonable time, then such remaining funds shall be distributed by the Company to the Members pursuant to Section 11.2 hereof.

## **Article 12**

### **Miscellaneous**

12.1 Entire agreement. The agreement herewith constitutes the entire agreement among the Members with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

#### 12.2 Amendments.

(a) This Agreement may be amended only by the affirmative vote of the Members as described in Section 4.5 hereof. All amendments shall be in writing duly executed by requisite number of the Members.

#### 12.3 No Waiver.

No consent or waiver, express or implied, by the Company or a Member to or any breach or default by any Member in the performance by such Member of his obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by any other Member. Failure by the Company or Member to complain of any act or omission to act by any Member, or to declare such Member in default, irrespective of how long such failure continues, shall not constitute a waiver by the Company or such Member of his rights under this Agreement.

#### 12.4 Third Parties.

Nothing in this Agreement, express or implied is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies or liabilities under or by reason of this agreement, except as expressly provided herein.

#### 12.5 Severability.

This Agreement shall be subject to and governed by the internal laws of the Commonwealth of Massachusetts without giving effect to principles of

conflicts of laws, and irrespective of the fact that one or more of the parties now is or may become a resident of a different state. All parties to this Agreement hereby submit to jurisdiction of the courts of the Commonwealth of Massachusetts.

#### 12.6 Governing Law.

This Agreement shall be governed by and construed under the substantive laws of the Commonwealth of Massachusetts, without regard to Massachusetts choice of law principles.

#### 12.7 Arbitration.

Any dispute arising out of, related to or in connection with this Agreement, including without limitation any question regarding its existence, validity or termination, the status of any Member, the purchase and sale of the Interests hereunder including any and all claims alleged or asserted under the Federal or state securities laws, and any economic disputes shall be finally settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect and the proceedings shall take place in Berkshire County, Ma. The decision of such arbitration shall be binding on both parties, and a judgment on an award rendered shall be entered pursuant to paragraph 12.7(b).

Exclusive jurisdiction over entry of judgment on any arbitration award rendered pursuant to paragraph 12.7(a), or over any dispute, action, or suit arising therefrom, shall be in any court of appropriate jurisdiction located in Massachusetts, and the parties by this Agreement expressly subject themselves to the personal jurisdiction of said court for the entry of such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

#### 12.8 Titles and Subtitles.

The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing this Agreement.

#### 12.9 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

MEMBERS:

Navin Shah  
Navin Shah

## SCHEDULE A

### MEMBERS

Navin Shah

100% contribution and  
interest





Commonwealth of Massachusetts  
Department of Revenue  
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L0992689216  
Notice Date: March 7, 2020  
Case ID: 0-000-856-812



## CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



960000  
KRISHNA LENOX LLC  
462 PITTSFIELD ROAD  
LENOX MA 01240

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

We received your request for a Certificate of Good Standing and/or Tax Compliance for KRISHNA LENOX LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

### *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

Use the confirmation code below to print another copy of this letter or to review your submission.

Confirmation Code: z6mddv

Edward W. Coyle, Jr., Chief  
Collections Bureau

Department of Unemployment Assistance  
Certificate of Compliance Request

I, Navin chandra Shah, do hereby certify that I have been unable to register Krishna Lenox, LLC with the Department of Unemployment Assistance and request a certificate of compliance because Krishna Lenox, LLC does not currently have any employees. As soon as Krishna Lenox, LLC can register with the Department of Unemployment Assistance, I will provide the Cannabis Control Commission with a Certificate of Compliance.

Navin Shah  
Krishna Lenox, LLC

05/06/2020  
Date

By: Navichandra Shah

Its: Owner



## **Plan for Obtaining Liability Insurance**

(This document is a summary of Krishna Lenox, LLC's plan to obtain Liability Insurance.)

### **I. Purpose**

The purpose of this plan is to outline how Krishna Lenox ("Krishna") will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

### **II. Research**

Krishna has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

### **III. Plan**

1. Once Krishna receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
  - a. Krishna will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
  - b. The deductible for each policy will be no higher than \$5,000 per occurrence.
2. In the event that Krishna cannot obtain the required insurance coverage, Krishna will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
  - a. Krishna will replenish this account within ten business days of any expenditure.
3. Krishna will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

The background of the entire page is a photograph of two women in professional business attire. They are both smiling and looking down at some papers or a device they are holding together. The image is overlaid with a semi-transparent teal color, which serves as a background for the text.

# KRISHNA LENOX, LLC

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**ADULT-USE CANNABIS RETAILER**

*Business Plan*



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# 1. EXECUTIVE SUMMARY

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Krishna Lenox, LLC is an applicant to the Cannabis Control Commission as a Marijuana Retailer to be located in Lenox, Massachusetts. Krishna Lenox was founded by Navin Shah, a Lenox native with background in hospitality and customer service. Mr. Shah is the CEO of the company and owns 100% of its interest. He formed the company in an effort to create a convenient, locally-owned, and safe retail store for consumers in around the Berkshire County area to access marijuana and marijuana products.

Krishna Lenox will offer a wide variety of marijuana and marijuana products at its retail location and will stand out by offering an elevated level of customer service that is unmatched by any other marijuana establishment in Massachusetts. Currently, Krishna Lenox has the required capital needed to apply to the Cannabis Control Commission, build out its retail store, and purchase marijuana and marijuana products on the wholesale market once licensed. At this time, Krishna Lenox does not anticipate soliciting any outside investment.

Krishna Lenox has entered into a Host Community Agreement with the Town of Lenox and expects to receive a special permit in April, 2020. Krishna Lenox has held its community outreach meeting and expects to submit its application to the Cannabis Control Commission before the end of April, 2020.

## 2. COMPANY OVERVIEW

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Krishna Lenox, LLC is a Massachusetts limited liability company applying for licensure as an Adult-Use Retail Marijuana Establishment with the Massachusetts Cannabis Control Commission. Once licensed, Krishna Lenox will sell a variety of marijuana and marijuana products in its retail store including flower, edibles, concentrates, and accessories. Krishna Lenox's firm commitment to regulatory compliance will ensure that its retail location meets the Commission's stringent standards relative to public safety and public health.

Our Mission Statement is to provide a safe, secure, and convenient retail adult-use marijuana establishment to the surrounding community that is a model for regulatory compliance and first-class customer service.

Krishna Lenox was formed by Navin Shah, a Lenox native and entrepreneur who has 30+ years of business experience in Berkshire County. Mr. Shah began Krishna Lenox because he felt that a majority of cannabis companies would focus their efforts in high-populated areas of Massachusetts such as Springfield, Worcester, and Boston. Mr. Shah wanted to provide a retail location in western Berkshire County where an underserved community could access safe, reliable and laboratory-tested marijuana and marijuana products.

To accomplish this goal, Mr. Shah identified a retail site within the approved marijuana establishment zone in Lenox to locate a marijuana establishment. This location is ideal for consumers because it offers a convenient parking area, is located off Route 20, an easily accessible thoroughway, and is in a standalone structure allowing for sufficient safety protocols. Mr. Shah owns this property outright and has the financial capability to convert it into an adult-use retail marijuana establishment that complies with all applicable laws and regulations including but not limited to 935 CMR 500.000.

Mr. Shah has begun the process of identifying a team of experts in the cannabis industry to consult on this project. As a first step in the regulatory process, Krishna Lenox has obtained initial municipal approvals required to operate a marijuana establishment. These efforts continue with the help of Andrew Hochberg, a local land use and zoning attorney. Krishna Lenox has also begun working with the team at Smith, Costello & Crawford, a public policy law firm that is a leader in cannabis regulatory matters in Massachusetts. Smith, Costello & Crawford will guide Krishna Lenox through the Cannabis Control Commission's application process for licensure as a marijuana establishment.

### **3. BUSINESS DESCRIPTION**

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Krishna Lenox will ultimately become a licensed retail marijuana establishment with a location in Lenox, Massachusetts. The company intends to provide consumers in Berkshire County and surrounding areas with access to a variety of independently-tested cannabis and cannabis products. Krishna Lenox will accomplish this goal by entering into wholesale agreements with licensed Massachusetts marijuana cultivators and product manufacturers. These wholesale agreements will ensure a sufficient supply of cannabis and cannabis products at the company's retail location to meet the needs of its consumers.

Krishna Lenox intends to set itself apart from other retail marijuana establishments in the Berkshire County area by offering a superior level of customer service. Mr. Shah has successfully founded and grown a high-quality hospitality business that would not succeed without an emphasis on customer service and building strong relationships. Krishna Lenox intends to utilize this experience to ensure that consumers receive a first-rate experience at the retail establishment.

A key motivation for Krishna Lenox is filling a need in Berkshire County for safe, tested, and reliable cannabis and cannabis products. Without convenient, accessible, and secure retail marijuana establishments in Berkshire County, consumers are faced with long drives to marijuana establishments in other areas of Massachusetts or must resort to the black market for cannabis. Krishna Lenox addresses these problems by giving consumers a locally-owned and safe retail option to purchase cannabis and cannabis products.

Municipal cooperation, input, and support is an essential aspect of the cannabis industry in Massachusetts. In turn, cannabis businesses support their municipalities through a community impact fee that is equal to 3% of the total gross sales at the marijuana establishment. Krishna Lenox has negotiated this fee as part of their host community agreement with the Town of Lenox and understands that these funds will go toward supporting vital community services.



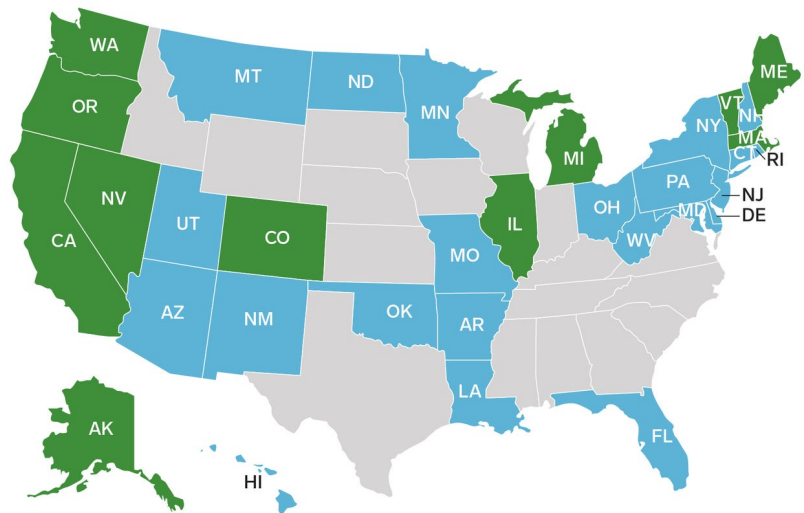
## 4. RETAIL LOCATION DESCRIPTION

Krishna Lenox, LLC has identified a location located at 55 Pittsfield Road, Lenox Commons, Lenox, MA 01240. This location is in full compliance with Lenox's zoning bylaws for marijuana retail establishments and provides ample parking. The shopping plaza utilizes a traffic light to control incoming and outgoing traffic which will provide traffic controls as needed and add an extra layer of safety for cars entering and exiting the parking area.



As of January 1, 2020, adult-use marijuana is legal in 11 states and medical-use marijuana is legal in 33 states. Market experts and analysts suggest that legal marijuana sales in the United States should triple over the next five years from \$11.2 billion in 2019 to \$30.4 billion by 2023. The adult-use market alone is expected to grow from \$7 billion in sales in 2019 to \$22 billion in sales by 2023, keeping in trend with the projected threefold increase of the market.

■ Legalized recreational and medical marijuana   ■ Legalized medical marijuana



BUSINESS INSIDER

Year	Number of U.S. dollars (in million U.S. dollars)
2016	52
2017	106
2018	457
2019	729
2020	1,020
2021	1,022
2022	1,220
2023	1,260
2024	1,300
2025	1,370

Created by AmericanMarijuana.org

Experts predict that cannabis sales in Massachusetts will grow from \$729 million in 2019 to \$1.37 billion by 2025. As border states like New York continue to debate whether or not to legalize adult-use marijuana, Massachusetts will continue to see a boost in sales from these out-of-state customers who are unable to purchase adult-use marijuana and marijuana products in their own states. A 2019 study out of New York University and supported by the National Institute on Drug Abuse found that a 2015 – 2016 survey reported that marijuana use for 50 to 64 year olds increased by 27% since the 2012 – 2013 survey. Those surveyed who are 65 or older reported a 107% increase in marijuana since the previous survey. These numbers are

expected to increase as the stigma surrounding marijuana use continues to diminish and medical and adult-use marijuana and marijuana products become more readily available.

## 6. FINANCIAL PROJECTIONS

Krishna Lenox, LLC hopes to receive its Final License from the Cannabis Control Commission in Q1 2021. This will allow Krishna Lenox to commence operations as a retail marijuana establishment in early 2021. The company has been working hard to compile all of the information necessary to submit its application to the Cannabis Control Commission. Mr. Shah expects the application will be by April 15, 2020. As Krishna Lenox progresses through the licensure process with the Commission, it will begin the layout and design process of its retail location. It is estimated that the proposed build-out of the retail store will cost roughly \$750,000. This includes architectural plans, security systems, and build-outs of limited access areas and consumer areas. Krishna Lenox's estimated five year financial projections are included below.

FIVE-YEAR FINANCIAL PROJECTIONS					
Krishna Lenox, LLC					January 1, 2020
REVENUE	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Revenue	\$3,500,000	\$3,750,000	\$4,000,000	\$4,250,000	\$4,500,000
EXPENSES	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries & Wages	\$450,000	\$495,000	\$562,500	\$585,000	\$675,000
Community Impact Fee	\$105,000	\$112,500	\$120,000	\$127,500	\$135,000
Other Operating Costs and Taxes	\$1,050,000	\$1,150,000	\$1,225,000	\$1,325,000	\$1,400,000
Total Expenses	\$1,605,000	\$1,757,500	\$1,907,500	\$2,037,500	\$2,210,000
NET INCOME	\$1,895,000	\$1,992,500	\$2,092,500	\$2,212,500	\$2,290,000

### **Restricting Access to Age 21 or Older**

Upon entry into the premise of Krishna Lenox, LLC (“Krishna”) by an individual, a Krishna agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification.

Krishna’s management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Krishna are 21 years of age or older.

To verify an individual’s age, a Krishna Agent must receive and examine from the individual one of the following authorized government issued ID cards: Massachusetts issued driver’s license; Massachusetts issued ID card; Out-of-state driver’s license or ID card (with photo); Passport; or U.S. Military ID. To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by Krishna. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

Krishna will train all Retail and Security Agents on the verification and identification of individuals. All Agents will enroll in and complete the Responsible Vendor Training Program when it is available. This curriculum will include: Diversion prevention and prevention of sales to minors; and Acceptable forms of identification, including how to check identification, spotting false identification, provisions for confiscating fraudulent identifications, and common mistakes made in verification.

Krishna will have limited access areas identified with clear signage designating the access point for authorized personnel only, pursuant to 935 CMR 500.110(4). Identification badges will be required to be worn at all times by Krishna employees while at the facility or engaged in transportation. Krishna will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years or age or older.

While at the facility or transporting marijuana for the facility all Krishna Agents must carry their valid Agent Registration Card issued by the Commission. All Krishna Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card. All outside vendors, contractors and visitors shall be required to wear visitor badges prior to entering limited access areas and shall be displayed at all times. Visitors shall be logged in and out and be escorted while at the Krishna facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to Krishna upon exit.

The following individuals shall be granted immediate access to the facility: Representatives of the Commission in the course of responsibilities authorized by Chapter 334 of the Acts of 2016, as amended by Chapter 55 of the Acts of 2017 or 935 CMR 500.000; representatives of other state agencies in the Commonwealth; emergency responders in the course of responding to an emergency; and law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All Limited Access areas will be clearly described by the filing of a diagram of the registered premises, as determined by the Commission, reflecting, where applicable, entrances and exits,

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walls, partitions, vegetation, flowering, processing, production, storage, disposal and retail sales areas. Access to Limited Access areas will be restricted to employees, agents or volunteers specifically permitted by Krishna, agents of the Commission, state and local law enforcement and emergency personnel. All Krishna employees will visibly display an employee identification badge issued by Krishna at all times while Krishna's Marijuana Establishments or transporting marijuana.



## **Personnel Policies**

It is Krishna Lenox, LLC (“Krishna”) 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. Krishna 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 Krishna to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Krishna 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 Krishna 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. Krishna 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 Krishna 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). Krishna will also implement policies to ensure the maintenance of confidential information pursuant to 935 CMR 500.105(1)(k). Krishna will enforce a policy for the immediate 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 a minor according to 935 CMR 105(1)(l).

All Krishna 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 Krishna 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).

### **Procedures for Quality Control and Testing of Product**

Pursuant to 935 CMR 500.160, Krishna Lenox, LLC (“Krishna”) will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. Krishna will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Krishna for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Krishna by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Krishna will never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

In accordance with 935 CMR 500.130(2), Krishna will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. In addition, Krishna’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), Krishna will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Krishna will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Krishna storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Krishna storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Krishna has a Quality Manager who will oversee the manufacturing at the Krishna facility to maintain strict compliance with DPH regulations and protocols for quality control and analytical testing. In accordance with 935 CMR 500.160 Krishna grow areas are monitored for temperature, humidity, and CO2 levels this monitoring helps reduce the risk of crop failure. Ethical pest management procedures are utilized to naturally maintain a pest free environment alongside our True Living Organics (“TLO”) growing method.

All Marijuana Infused Products (“MIPs”) are produced using good manufacturing practices and safe practices for food handling to ensure quality and prevention of contamination.

All Krishna agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable*

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*Diseases, Surveillance, and Isolation and Quarantine Requirements.* All Krishna agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including personal cleanliness and thorough handwashing. The hand-washing facilities will be adequate and convenient with running water at a suitable temperature and conform with all requirements of 935 CMR 500.105(3)(b)(3).

Krishna will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations, in accordance with 935 CMR 500.105(3)(b)(4). Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12). The floors, ceilings and walls will be constructed in a way that allows them to be adequately cleaned and in good repair. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition in compliance with 935 CMR 500.105(3)(b)(9). All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

Pursuant to 935 CMR 500.105(3)(b)(11), Krishna's water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements of 935 CMR 500.105(3)(b)(12) will be met through adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Krishna facility. Krishna will also provide our employees with adequate, readily accessible toilet facilities that are maintained in sanitary condition and in good repair. All products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Our quality assurance manager will ensure all batches of Marijuana and MIPs will be tested, by an independent testing laboratory pursuant to 935 CMR 500.160. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Department, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides.

Environmental media will be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Department of Public Health pursuant to 935 CMR 500.160(1). All testing results will be maintained by Krishna for no less than one year in accordance with 935 CMR 500.160(3).

Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

### **Qualifications and Training**

Pursuant to 935 CMR 500.105(2)(a) Krishna Lenox, LLC (“Krishna”) will ensure all dispensary agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with Krishna. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of Krishna 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. Krishna 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 employees will be registered as agents, in accordance with 935 CMR 500.030. All Krishna 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 registered agents of Krishna shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in dispensary agents file. Training records will be retrained by Krishna for at least one year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of 8 hours annual on-going training.



### **Record Keeping Procedures**

Krishna Lenox, LLC (“Krishna”) records will be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Krishna will also keep all waste disposal records as required by 500.105(12), including record keeping procedures. Krishna will ensure that at least 2 Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled in accordance with 935 CMR 500.105(12). When the marijuana products or waste is disposed or handled, Krishna will create and maintain a written or electronic record of the date, the type, and quantity disposed or handled, the manner of disposal or other handling, the location of the disposal or other handling, and the names of the Agents present during the disposal or handling, with their signatures. Krishna will keep these records for at least 3 years.

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Krishna, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of Krishna and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g). In accordance with 935 CMR 500.105(9), records of Krishna will be available for inspection by the Commission upon request. Krishna’s records will be maintained in accordance with generally accepted accounting principles. Krishna will have all required written records and available for inspection, including all written operating procedures as required by 935 CMR 500.105(1) and business records as outlined by 935 CMR 500.105(9)(e).

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### **Separating Recreational from Medical Operations**

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

### **Maintaining of Financial Records**

Krishna Lenox, LLC (“Krishna”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall 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, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Krishna will conduct monthly sales equipment and data software checks and initiate reporting requirements for discovery of software manipulation as required by 935 CMR 500.140(6)(d). Krishna will not utilize software or other methods to manipulate or alter sales data in compliance with 935 CMR 500.140(5)(c). Krishna will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Krishna will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Krishna determines that software had been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data we will: disclose the information to the Commission; cooperate with the Commission in an investigation relative to data manipulation; and take other action as directed by the Commission to comply with the applicable regulations. Pursuant to 935 CMR 500.140(6)(e), Krishna will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

Krishna will implement separate accounting practices for marijuana and non-marijuana sales pursuant to 935 CMR 500.140(6)(f).

Following the closure of Krishna, all records will be kept for at least two years at the expense of Krishna and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

## **Diversity Plan**

### **I. Intent**

Krishna Lenox, LLC (“Krishna”) is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful Krishna will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

### **II. Purpose**

Krishna’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

Krishna’s Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. 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.

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

### **III. Proposed Initiatives, Goals and Metrics**

**GOAL 1:** Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce

**Proposed Initiative:** As part of its hiring plan, Krishna will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, veterans, people with disabilities, and LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, Krishna will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as Masshire Career Center;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);



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- Attend community group meetings in and around Lenox and Pittsfield, at least two annually, to introduce Krishna and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

Krishna will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. Krishna will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Krishna. 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.

**Metrics and Evaluation:** Krishna will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Krishna 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 Krishna. Krishna will assess and review its progress within a year of receiving its Final 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, Krishna will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

**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.

**Proposed Initiative:** To accomplish this goal, Krishna 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, and LGBTQ+ individuals. (herein referred to as Plan Populations).

**Metrics and Evaluation:** Krishna will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Krishna will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, Krishna will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce Krishna and address the existing hiring needs to attract a diverse array of suppliers. Krishna will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, Krishna will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with Krishna. Krishna's goal will be to work with at least 15% of businesses who identify as one

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of the Plan Populations throughout its supply chain and services. Krishna will assess these percentages annually and will be able to demonstrate and document to the Commission the progress or success will be documented one year from provisional licensure.

#### **IV. Conclusion**

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