

JMJ Holdings Corporation

HCA Proposal for 655 Cheshire Road, Lanesborough, MA 01237 (the “Property”)

1. Type of facility sought: MJM Holdings Corporation (“MJM”) is seeking a Host Community Agreement with the Town of Lanesborough, Massachusetts to pursue licensure by the Cannabis Control Commission for the following license types: adult-use Marijuana Product Manufacturer and an Existing Licensee Transporter license.

2. Number of license(s) sought for each type of facility. (each activity will need either a separate host agreement or a combination host agreement depending on the Selectmen’s preference).

MJM is seeking an HCA to hold 1 Marijuana Product Manufacturer’s license and 1 Existing Licensee Transporter License, for a total of 2 licenses for itself. MJM also seeks to create at least 2 separate entities which will pursue 1 Marijuana Cultivator’s License and 1 Marijuana Product Manufacturer’s license, each, for a total of 4 licenses. The intent with the latter 4 licenses is to attach those licenses to two of the larger units at the Berkshire Mall and sell both the condominium deeds and the licenses to other cannabis operators. One of the principals of MJM, Blake Mensing, is a cannabis attorney responsible for securing approximately 90 licenses from the Cannabis Control Commission, and through that work, he has seen a Development Agreement issued by another Massachusetts municipality to a cannabis campus developer, which offers tenants of that property the ability to obtain a Host Community Agreement on terms that are mutually favorable to the operators and the municipality. MJM seeks to also offer space in the building to other cannabis companies, either as a purchaser or as a tenant, with a particular focus on reserving space for Economic Empowerment and Social Equity Applicants, to pursue licensure from the Cannabis Control Commission to operate primarily as Cultivators and Manufacturers, but with the future potential to try and attract Social Consumption Establishments and/or additional Marijuana Retailers, if permissible under the Town of Lanesborough’s Zoning Bylaw.

3. List of all partners, silent or otherwise, including self Contact information for all parties involved

Joseph Jones
254 Hebron Street
Boston, MA 02136
(818) 747-3500
jjj500x@gmail.com

Steven Jones
26 Riverdale Street
Boston, MA 02126
(617) 962-5333
stelex2001@aol.com

Blake M. Mensing
1865 Washington Street
Holliston, MA 01746
(617) 333-8725
Blake@MensingGroup.com

Emily Peckham-Elmen
12A Lincoln Ave
Millbury, MA 01527
(857) 777-9080
emilypelmen@gmail.com

Taria Lewis
45558 Sherman Oaks Ave
Sherman Oaks, Ca. 91403
(323) 365-3497
Taria_Lewis@yahoo.com

***Mehran Namiri-Kalantari (who will only be involved in the real estate as a partial owner of a to-be-formed real estate holding company, Mr. Namiri-Kalantari is not involved in any of the proposed cannabis licenses or operations).

630 15th Street
Santa Monica, CA 90402
(310) 487-9683
mnamiri@gmail.com

4. Identification of proposed location – Attach a copy of the Assessor’s field card - This can be found on the town website here, <https://www.axisgis.com/LanesboroughMA/> Copy of the assessor’s map - This can be found here, <https://www.axisgis.com/LanesboroughMA/> Proof of ownership or in the alternative, a written agreement acknowledging and allowing proposed use from actual owner Please state in your document the zone of the proposed property (R, RA, B, LB, M, I, C) *Note: depending on the zoning of your property location you may need a Special Permit from the Planning Board see attached zoning bylaw for by right and special permit locations.

The Assessor’s Field Card, Copy of the relevant Assessor’s Map, and a Purchase and Sale Agreement, are attached hereto as Exhibits A – C. The property is located in the MR/MC (Major Retail/Commercial) zone.

5. Demographics of property

Square feet devoted to each activity including;

The following list is an estimate of the proposed uses of the space, with a total building footprint of approximately 589,000 SF situated on approximately 86-acres of land. We have not yet had architectural plans or engineering plans drawn up, but we understand that we have an affirmative obligation to specify in detail how the space will be used and if we are fortunate enough to be granted a Host Community Agreement we will work with the Board of Selectmen and the Planning Board to ensure that our operations and their respective square footages will be accurately reflected in the Host Community Agreement and the applicable Site Plan Review approval and Special Permit. Here are our preliminary estimates of the usage of the space:

- storage, each license will be required to have a secured limited access area for finished marijuana and/or marijuana product storage, and that storage space will be designed to accommodate the given license type
- administration, approximately 3,000 – 6,000 SF, which may not be contiguous if part of the various license holders we propose to attract to the building as owners or tenants

- retail, under separate entity(ies), approximately 3,000 – 10,000 SF, depending upon the number of retailers permitted under the Lanesborough Zoning Bylaw
- cultivation, under separate entity(ies), approximately 140,000 SF of cumulative indoor cultivation space
- manufacturing, approximately 20,000 – 40,000 SF
- distribution pursuant to an Existing Licensee Transporter license, between 50,000 – 120,000 SF

6. Proposed security measures for the facility or facilities

A detailed security plan will be provided to the Board of Selectmen, the Police Department, the Fire Department, and any other Town department that requests it. In light of the Public Records Law, we propose that submitting the full security plan would obviate its efficacy as it would provide a roadmap for a criminal to follow to beat our security measures. The security plan and security infrastructure will comply with the Cannabis Control Commission's regulations at 935 CMR 500.110.



Assessment Field Card

Town of Lanesborough, Massachusetts

Parcel Information	
	Address: 655 CHESHIRE RD Map-Lot: 248-15 Patriot Account #: 591 Owner: DURGA PROPERTY HOLDINGS Co-Owner: INC AN OHIO CORPORATION Mailing Address: 11320 CHESTER ROAD CINCINNATI, OH 45246
Building Exterior Details	General Information
Building Type: DEPT STORE Year Built: 1988 Grade: C Frame Type: STEEL Living Units: 92 Building Condition: Average Roof Cover: MEMBRANE Roof Type: FLAT Exterior Wall Type: REIN.CONCR Pool: NO	Total Acres: 86.212 Land Use Code: 3230 Owner Occupied: Y Condo Name: Condo Unit: Zone: MR Utility Code 1: TYPC Utility Code 2: Utility Code 3:
Building Area	Ownership History
Gross Area: 693,232 sqft Finished Area: 682,612 sqft Basement Area: 0 sqft Garage Area: 0 sqft Detached Garage: sqft Basement Garage: 0 sqft	Sale Date: 7/11/2019 Sale Price: \$1,000,000 Nal Description: MULTIPLE PCL Grantor (Seller): BERKSHIRE MALL REALTY Book/Page: HOLDING 1687-143
Building Interior	Assessed Value
No. Total Rooms: 0 No. Bedrooms: 0 No. Full Baths: 0 No. Half Baths: 4 Bath Rating: No. Kitchens: 1 Kitchen Rating: AVER Building Framing: STEEL Interior Wall Type: DRYWALL Fireplaces: 0 Solar Hot Water: False Central Vac: False Floor Type: CARPET Heat Type: FORCED H/A Heat Fuel: GAS Percent A/C: 100	Assessed Yard Value: \$49,700 Assessed Land Value: \$0 Assessed Bldg Value: \$9,865,000 Total Assessed Value: \$9,914,700

Undisplayed Areas:
FFL: 120765
CNP: 1800
CNP: 200
CNP: 200

8



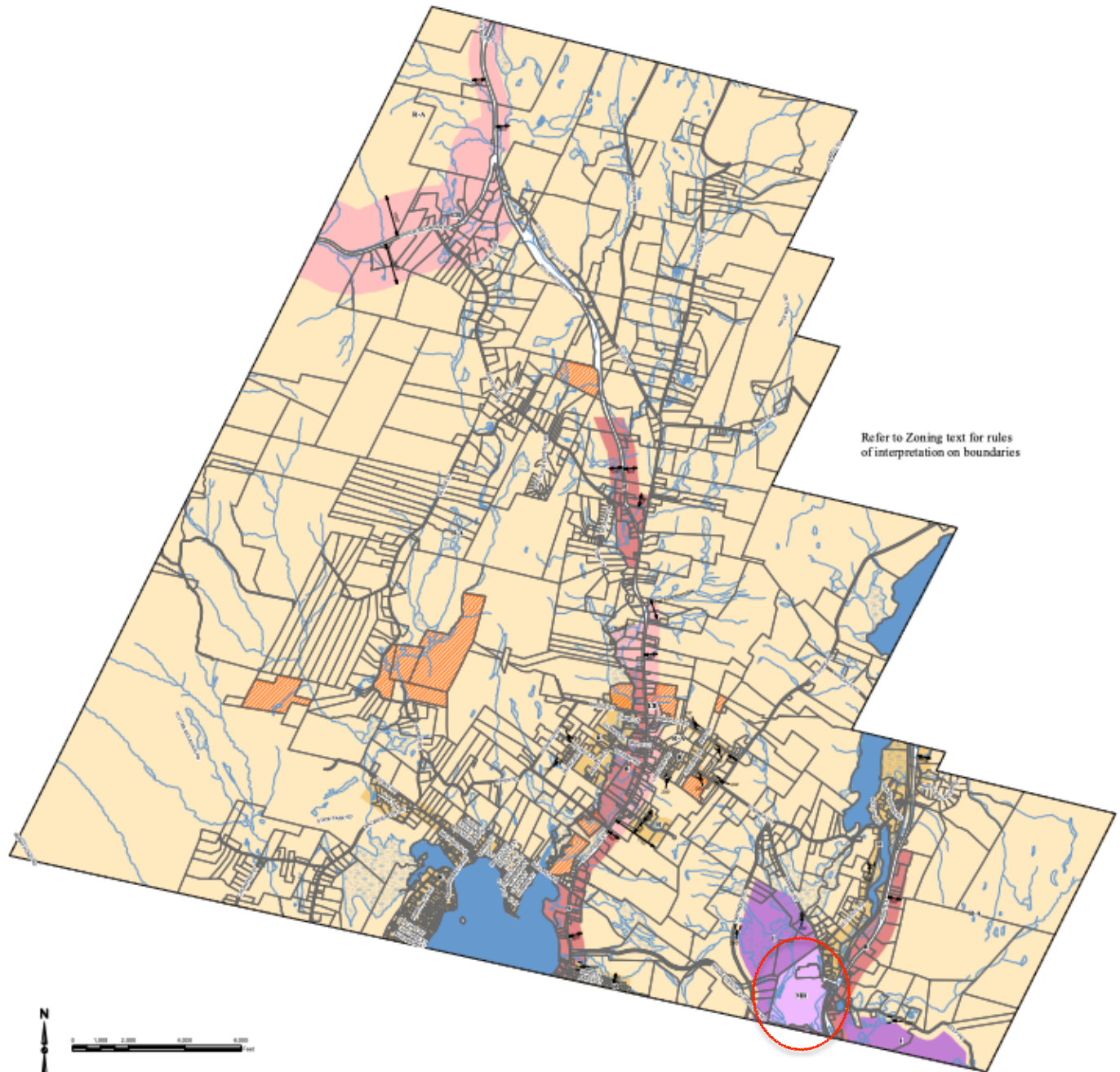
Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

The image is a screenshot of a web-based GIS application. The main map area shows a topographic view of a region in Lanesborough, MA, with property parcels outlined in yellow and numbered. A river flows through the landscape. A specific parcel is highlighted in yellow. A sidebar on the left contains navigation and search tools. A top panel shows the address '248-15 655 CHESHIRE RD' and 'DURGA PROPERTY HOLDINGS INC AN & OHL...'. The bottom of the screen has a status bar with 'CAI AxisGIS' and 'About Disclaimer Help Feedback'.



Zoning Map of Lanesborough, Massachusetts

Approved at Town Meeting: November 13, 2012
 Amended at Town Meeting: November 14, 2017
 Amended at Town Meeting: June 12, 2018



Refer to Zoning text for rules
 of interpretation on boundaries

See also:
 Flood Plain / Wetlands Protection Overlay District Map
 Water Supply Protection Overlay District Map

Legend

- | | |
|------------------------------------|------------------------|
| R - Residential | Solar Overlay District |
| R-A - Residential and Agricultural | Town Boundary |
| B - Business | Parcels Boundary |
| LB - Limited Business | Stream |
| MR - Major Retail | Open Water |
| I - Industrial | Wetland |

COMMERCIAL PURCHASE AND SALE AGREEMENT

This 20TH day of MAY, 2022

1. PARTIES AND MAILING ADDRESSES
- Durga Property Holdings, INC., an Ohio corporation, with a mailing address of 11320 Chester Road, Cincinnati, OH 45246 (hereinafter referred to as the "SELLER") agree to sell and Mehran Namiri-Kalantari of 630 15th Street Santa Monica CA 90402 and/or their assigns (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
- the land and the buildings thereon known and numbered as 655 Cheshire Road, Lanesborough, Berkshire County, Massachusetts 01237, as more particularly described in a DEED located at the Northern Berkshire County Registry of Deeds in Book 1687, Page 143 (hereinafter referred to as the "Premises"). A copy of this Deed is attached with this contract.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES
- Included in the sale as a part of said Premises are the buildings, structures, and improvements now thereon, and all fixtures used in connection therewith including, but not limited to any carpeting, blinds, window shades, screens, doors, awnings, shutters, furnaces, built in heaters, heating equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, outside television antennas, gates, trees, shrubs, and plants. All goods, materials, equipment, and other personal property at the Premises that is intended for use in the maintenance and operation of the Premises and that has not been exhausted or consumed will be delivered to BUYER at the time of delivery of the deed without additional charge. Except trucks and the front-end loader parked on the lot.
- Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
- Real estate taxes assessed on the Premises which are not yet due and payable;
 - Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
 - Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
 - Existing rights and obligations in party walls which are not the subject of written agreement;
 - Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
 - Utility easements in the adjoining ways; and
 - Matters that would be disclosed by an accurate survey of the Premises;
4. TITLE DEED
- If the deed refers to a plan needed to be recorded with it, at the time for performance, said plan shall accompany the deed in a proper form for recording or registration. BUYER agrees to indemnify SELLER for any claim for by a tenant for breach or interference with any lease or rental agreement, provided that the existence and terms of such lease or rental agreement has been disclosed to BUYER by SELLER.
5. PURCHASE PRICE
- The agreed to purchase price for said Premises is EIGHT MILLION AND 00/100 (\$8,000,000.00) DOLLARS, of which:
- | | |
|----------------|--|
| \$ 100,000.00 | shall be paid to the Seller or their designated agent as a deposit upon signing of this Agreement; funds subject to Paragraph 18 and to be retained by Seller if Seller can provide marketable title and Buyer refuses to complete the sale. |
| \$3,900,000.00 | shall be paid at the time of the delivery of the deed in good funds by wire transfer or check drawn on MA Attorney's IOLTA account. |

SELLER: [Signature]

Page 1 of 5

BUYER: [Signature]

\$4,000,000.00	To be held by SELLER as a SELLER-held MORTGAGE as further described in paragraph 6 of this Agreement
\$8,000,000.00	Total

6. SELLER HELD MORTGAGE

The Parties acknowledge that BUYER will be providing **THREE MILLION NINE HUNDRED THOUSAND AND 00/100 (\$3,900,000.00) DOLLARS** to the closing table, and SELLER will be holding a promissory note, mortgage, and any other necessary documents to secure **FOUR MILLION AND 00/100 (\$4,000,000.00) DOLLARS**. The Promissory Note and Mortgage will be prepared by the SELLER and shall be secured through the subject property. The terms of the Note are attached in Exhibit A. Parties further agree that so long as the Note remains due, BUYER will not modify, demolish, or otherwise alter the exterior of the subject property without written consent of the SELLER.

7. TITLE INSURANCE

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to Premises without exception other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph four (4) hereof. If at the expiration of the time for performance the BUYER is unable to obtain title insurance, the parties agree to: (i) allow the monies provided by BUYER to be returned and release BUYER from the contract; or (ii) BUYER may elect to accept said title in accordance with paragraph 11.

8. CLOSING CERTIFICATIONS AND DOCUMENTS

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to:

- a) parties in possession of the premises;
- b) the creation of mechanics' or materialmen's liens;
- c) the citizenship and residency of SELLER as required by law; and
- d) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices.

9. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")

Such deed is to be delivered at **12:00 o'clock noon on or before the 15TH day of JULY, 2022**, at the appropriate Registry of Deeds, unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing" as the same may be extended pursuant to the terms of this Agreement). It is agreed that time is of the essence of this Agreement.

10. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises, free and clear of all occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER'S viewing, reasonable use and wear thereof excepted. The BUYER shall be entitled to personally enter said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this agreement.

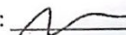
11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

12. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained

SELLER: 

BUYER: 

or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. USE OF MONEY TO
CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof, to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded at the time of closing or otherwise in accordance with local conveyancing practices (REBA, if applicable). This may include but is not limited to title issues with the property arising from: the City of Pittsfield, the Town of Lanesborough, the Baker Hill Road District (BHRD), the Massachusetts Department of Revenue, ADT Commercial LLC, and Target Corp.

14. INSURANCE

Seller acknowledges that the property is NOT currently insured. The risk of loss shall remain with SELLER until delivery, acceptance, and recording of the deed. If there were to be significant damage to the property not noted from the time BUYER viewed the property on or around March 27, 2022, the parties agree to: (i) negotiate required repairs from the purchase price; or (ii) allow the monies provided by BUYER to be returned and release BUYER from the contract.

15. ADJUSTMENTS

Water charges and taxes for the then current fiscal year in which the Closing takes place, shall be apportioned and fuel value shall be adjusted, as of the Closing Day and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. ADJUSTMENT OF
UNASSESSED AND
ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

17. REAL ESTATE
COMMISSION

The parties acknowledge that a real estate commission of **THREE AND 00/100 (3.00%) PERCENT** of the **GROSS sales price** is due from the SELLER to Barb Hassan Realty, INC., and that **THREE AND 00/100 (3.00%) PERCENT** of the **GROSS sales price** is due from the SELLER to Jack Conway & Co., but only if, as and when a closing occurs, net proceeds are paid to the SELLER and a new deed to BUYER is recorded and not otherwise. Both parties represent that there has been no other broker involved in this transaction and that no additional fee is due anyone else upon sale.

18. BUYER'S DEFAULT;
DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity.

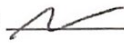
19. LIABILITY OF TRUSTEE,
SHAREHOLDER,
BENEFICIARY, ETC.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

20. WARRANTIES AND
REPRESENTATIONS

The SELLER represents and warrants that the Premises ___ is / ___X___ is not [check one] served by a septic system or cesspool. [If yes, a copy of the Title 5 Addendum is attached.] The SELLER further represents that there ___ is / ___X___ is no underground storage tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The SELLER agrees to execute and deliver to BUYER at the time of delivery of the deed: (1) a non-foreign affidavit, in compliance with applicable law; (2) an affidavit in the form reasonably required by any title insurance company for the BUYER which states that there is no person to whom payment is due for labor or materials furnished for the Premises; (3) an affidavit that there is no person occupying any portion of the Premises other than as set forth in the leases or tenancy agreements provided; and such other documents that may reasonably be required by the BUYER or BUYER'S mortgage lender. The SELLER further warrants that SELLER has no knowledge of any existing or contemplated lawsuit, administrative proceeding or enforcement action with regard to the Premises other than disclosed

SELLER: 

BUYER: 

and will hold BUYER harmless from said undisclosed issues should they arise; that the SELLER has not received notice of any condemnation proceeding; eminent domain or other proceeding affecting the Premises and that SELLER has no knowledge of any such contemplated proceeding; that there is no undisclosed agreement regarding the management of the Premises or the provision of labor, equipment, supplies or services; that SELLER agrees to pay all outstanding amounts for utilities, goods, labor, materials and services furnished to the Premises prior to delivery of the deed; that SELLER has not received notice of any violation of a building or zoning code or ordinance or of any municipal, state or federal law or regulation, other than disclosed; and that the SELLER has not received any notice of any charge for a betterment or governmental improvement for or benefiting the Premises. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement

21. AS-IS, WHERE-IS
AGREEMENT

THE PARTIES ACKNOWLEDGE THAT THE PREMISES IS BEING CONVEYED PHYSICALLY "AS IS", "WHERE IS", AND "WITH ALL PHYSICAL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS PHYSICAL CONDITION, EXPRESS OR IMPLIED WARRANTY OTHER THAN AS SET FORTH IN THE AGREEMENT OF SALE. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT OF SALE OR THIS ASSIGNMENT. BUYER IS HEREBY THUS ACQUIRING THE CONVEYED ASSETS BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTION OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT OF SALE OR THIS ASSIGNMENT.

22. CONSTRUCTION OF
AGREEMENT

This Agreement, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile copies or electronically scanned (or confirmed via confirmed email response) of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.

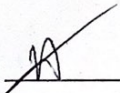
23. CONFIDENTIALITY

Confidentiality. Without the prior written consent of the other party, neither Seller nor Buyer will make any public disclosure, issue any press release or disclose to any person, other than their legal counsel, a proposed lender, accountants or consultants, either the fact that this Agreement has been entered into or any of the terms, conditions or other facts with respect thereto, including the status thereof; provided, that either party hereto may make such disclosure if compelled by court order or to comply with the requirements of any law, governmental order or regulation. In addition, if this Agreement is terminated prior to Closing for any reason, all confidential information shall be immediately returned by Buyer to Seller.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS AGREEMENT CONSULT AN ATTORNEY PRIOR TO SIGNING.

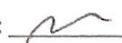
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SELLER:



Page 4 of 5

BUYER:



SELLER 1/20 DATE 5/20/22 BUYER [Signature] DATE 5/20/22

DATE _____

