



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284549
Original Issued Date: 01/12/2023
Issued Date: 01/12/2023
Expiration Date: 01/12/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Seaside Joint Ventures Inc

Phone Number: 910-616-2761
Email Address: aehiggins@gmail.com

Business Address 1: 14 Lots Hollow
Business City: Orleans
Business State: MA
Business Zip Code: 02653
Business Address 2:
Mailing Address 1: 14 Lots Hollow
Mailing City: Orleans
Mailing State: MA
Mailing Zip Code: 02653
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20
Percentage Of Control: 20
Role: Director
Other Role:

First Name: Adam Last Name: Higgins Suffix:
Gender: Decline to Answer User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Director Other Role:
First Name: Timothy Last Name: McNamara Suffix:
Gender: Decline to Answer User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 40 Percentage Of Control: 40
Role: Director Other Role:
First Name: Arthur Last Name: Luke Suffix:
Gender: Decline to Answer User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 20 Percentage Of Control: 20
Role: Director Other Role:
First Name: David Last Name: Currier Suffix:
Gender: Decline to Answer User Defined Gender:
What is this person's race or ethnicity?: Decline to Answer
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: Adam Last Name: Higgins Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 20
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: David Last Name: Currier Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 20
Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Timothy Last Name: McNamara Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$10000 Percentage of Initial Capital: 20

Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Arthur Last Name: Luke Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 40

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Timothy Last Name: McNamara Suffix:

Marijuana Establishment Name: Holistic Heath Group, Inc Business Type: Other

Marijuana Establishment City: Middleboro Marijuana Establishment State:
MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 14 Lots Hollow

Establishment Address 2:

Establishment City: Orleans Establishment Zip Code: 02537

Approximate square footage of the establishment: 6188 How many abutters does this property have?: 13

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form - Retail Orleans - Executed.pdf	pdf	6218ddef43c5a4074731553d	02/25/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant w Zoning.pdf	pdf	627bd4774d83ec000a49a42a	05/11/2022
Community Outreach Meeting Documentation	Seaside Joint Ventures Community Outreach Attestation - RFI Updated Attachment C - Signed.pdf	pdf	629a7c463bea2b0008d20415	06/03/2022

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
Plan for Positive	Seaside Joint Ventures - Plan for Positive Impact - RFI 2	pdf	62ced884f750650008c94b3d	07/13/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Manager
First Name: Adam Last Name: Higgins Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: David Last Name: Currier Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 3

Role: Owner / Partner Other Role:
First Name: Arthur Last Name: Luke Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:
First Name: Timothy Last Name: McNamara Suffix:
RMD Association: RMD Manager
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	SJVAoO.pdf	pdf	6249ccbf91bef000954162e	04/03/2022
Bylaws	SJV By-Laws - Executed.pdf	pdf	627c64113bea2b0008b8087f	05/11/2022
Secretary of Commonwealth - Certificate of Good Standing	Good Standing Certificate MA Commonwealth.pdf	pdf	627ecf49eb816b00085a110d	05/13/2022
Department of Revenue - Certificate of Good standing	Certificate of Good Standing SJV.pdf	pdf	627ecf5b3bea2b0008baa0ed	05/13/2022
Department of Revenue - Certificate of Good standing	No Employee Attestation - RFI Update.pdf	pdf	629a7ce6eb816b0008718443	06/03/2022

No documents uploaded

Massachusetts Business Identification Number: 001492396

Doing-Business-As Name: Seaside Cannabis Company

DBA Registration City: Orleans

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Seaside Joint Ventures CCC Proof of Insurance Letter.pdf	pdf	6249cf8f53957f000872dc3e	04/03/2022
Business Plan	Seaside Joint Ventures - Retail Business Plan.pdf	pdf	627ed0683bea2b0008baa21c	05/13/2022
Proposed Timeline	SJV Retail Timeline.pdf	pdf	627ed44feb816b00085a134a	05/13/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	SJV Dispensing Procedures.pdf	pdf	627d27d93bea2b0008b8a6ac	05/12/2022
Inventory procedures	SJV Inventory Procedures - SK edits 5.7.22.pdf	pdf	627d27ddeb816b0008581fe5	05/12/2022
Maintaining of financial records	SJV Maintaining Financial Records.pdf	pdf	627d27deeb816b0008581ff9	05/12/2022
Personnel policies including background checks	SJV Personnel Policies Summary.pdf	pdf	627d2803eb816b0008582254	05/12/2022
Plan for obtaining marijuana or marijuana products	SJV Plan for Obtaining Marijuana.pdf	pdf	627d28063bea2b0008b8a881	05/12/2022
Prevention of diversion	SJV Prevention of Diversion.pdf	pdf	627d28073bea2b0008b8a895	05/12/2022
Qualifications and training	SJV Qualifications and Training.pdf	pdf	627d2809eb816b00085822b2	05/12/2022
Quality control and testing	SJV Quality Control and Testing.pdf	pdf	627d280beb816b00085822c6	05/12/2022
Record Keeping procedures	SJV Record Keeping Procedures.pdf	pdf	627d282deb816b0008582479	05/12/2022
Restricting Access to age 21 and older	SJV Restricting Access to Age 21 and Older .pdf	pdf	627d282e3bea2b0008b8aa56	05/12/2022
Security plan	SJV Security Plan.pdf	pdf	627d2830eb816b00085824a2	05/12/2022
Storage of marijuana	SJV Storage of Marijuana.pdf	pdf	627d2831eb816b00085824c3	05/12/2022
Transportation of marijuana	SJV Transportation of Marijuana - RFI Updated.pdf	pdf	629a7d15eb816b0008718481	06/03/2022
Energy Compliance Plan	SJV Energy Compliance Plan - RFI Updated.pdf	pdf	629a7d313bea2b0008d206f0	06/03/2022
Diversity plan	SJV Diversity Plan - Revised RFI.pdf	pdf	629a7d6eeb816b00087184b8	06/03/2022

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

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Seaside Joint Ventures, Inc.

2. Name of applicant's authorized representative:

Dave Currier

3. Signature of applicant's authorized representative:

Dave Currier

4. Name of municipality:

Town of Orleans

5. Name of municipality's contracting authority or authorized representative:

John Kelly



6. Signature of municipality's contracting authority or authorized representative:

John Kelly

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

jkelly@town.orleans.ma.us

8. Host community agreement execution date:

11/8/21



Seaside Joint Ventures, Inc.

14 Lots Hollow
Orleans, MA 02653

Plan to Remain Compliant with Zoning

Seaside Joint Ventures, Inc. (Seaside or company) has negotiated host agreements with the Town of Orleans to manufacture and sell adult use cannabis at its location at 14 Lots Hollow, Orleans in the General Business (GB) zoning district, which the Town has identified as eligible for this use in Section 164-40.4 of the Town's Zoning By-laws.

The company has completed both informal and formal site plan review for its business location, and is in the process of applying for a special permit with the Zoning Board of Appeals, the SPGA for the Town.

Thereafter the company will seek a building permit for renovation of the building's first floor and basement level to accommodate the intended use, comprising some 4000 square feet of space.

Seaside does not anticipate any changes to the zoning laws of Orleans, has agreed to honor all community impact and other financial commitments recited in its host agreements, and will otherwise monitor, maintain and ensure its operations comply strictly with those guidelines.

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication:

b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



ATTACHMENT C

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orleans, MA 02653

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.05
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To [REDACTED]
 Street [REDACTED]
 City, State, ZIP+4® [REDACTED]

Orleans, MA 02653

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orleans, MA 02653

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.05
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To [REDACTED]
 Street [REDACTED]
 City, State, ZIP+4® [REDACTED]

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orleans, MA 02653

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.05
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To [REDACTED]
 Street [REDACTED]
 City, State, ZIP+4® [REDACTED]

Orleans, MA 02653

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orleans, MA 02653

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.05
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To [REDACTED]
 Street [REDACTED]
 City, State, ZIP+4® [REDACTED]

Orleans, MA 02653

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orleans, MA 02653

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.05
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To [REDACTED]
 Street [REDACTED]
 City, State, ZIP+4® [REDACTED]

Orleans, MA 02653

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

South Dennis, MA 02660

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$3.05
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$7.38

Sent To [REDACTED]
 Street [REDACTED]
 City, State, ZIP+4® [REDACTED]

South Dennis, MA 02660

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



ATTACHMENT C

7018 0360 0001 5435 2267

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Yarmouth Port, MA 02675

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

City, State, ZIP+4®
Yarmouth Port, MA, 02675

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ORLEANS MA 02653
MAR 28 2022
USPS 02653

7018 0360 0001 5435 2274

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Orleans, MA 02653

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

City, State, ZIP+4®
Orleans, MA, 02653

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ORLEANS MA 02653
MAR 28 2022
USPS 02653

7018 0360 0001 5435 2250

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Hartford, CT 06141

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

City, State, ZIP+4®
Hartford, CT, 06141

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ORLEANS MA 02653
MAR 28 2022
USPS 02653

7018 0360 0001 5435 2120

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Orleans, MA 02653

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$3.05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.58
Total Postage and Fees	\$7.38

City, State, ZIP+4®
Orleans, MA, 02653

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ORLEANS MA 02653
MAR 28 2022
USPS 02653

Seaside Joint Ventures, Inc.

14 Lots Hollow

Orleans, MA 02650

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday evening, April 6 at 5:30PM. The meeting is open to the public.

The proposed cannabis retail & manufacturing license is anticipated to be located at 14 Lots Hollow, Orleans. There will be an opportunity for the public to ask questions, and attendees are encouraged to submit questions in advance to office@cape-law.com.

Sincerely,

Dave Currier, El Presidente

Seaside Joint Ventures, Inc.

Seaside Joint Ventures, Inc.

14 Lots Hollow

Orleans, MA 02650

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday evening, April 6 at 5:30PM. The meeting is open to the public.

The proposed cannabis retail & manufacturing license is anticipated to be located at 14 Lots Hollow, Orleans. There will be an opportunity for the public to ask questions, and attendees are encouraged to submit questions in advance to office@cape-law.com.

Sincerely,

Dave Currier, El Presidente

Seaside Joint Ventures, Inc.

LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

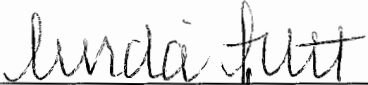
Accounts Payable
Mcnamara & Yates, P.C.
54 MARKET ST
PO BOX 2154
MASHPEE MA 02649

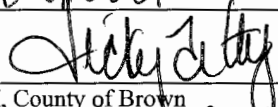
STATE OF MASSACHUSETTS, COUNTY OF BARNSTABLE

The Cape Cod Times, a daily newspaper distributed in Barnstable County, published in the English language in the City of Cape Cod, County of Barnstable, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/22/2022

and that the fees charged are legal.
Sworn to and subscribed before on 03/22/2022



Legal Clerk


Notary, State of WI, County of Brown
9/19/25

My commission expires

Publication Cost: \$123.20

Order No: 7062256

of Copies:

Customer No: 688907

-1

PO #: Seaside Joint Ventur

THIS IS NOT AN INVOICE!

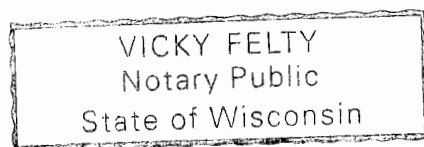
Please do not use this form for payment remittance.

Notice is hereby given that Seaside Joint Ventures, Inc. will hold an In-Person Community Outreach Meeting on Wednesday, April 6 at 5:30 PM to discuss the proposed siting of an Adult Use Marijuana Dispensary to be located at 14 Lots Hollow Road in Orleans. The meeting will be held at this location.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by request by emailing office@cape-law.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by calling 508-888-8100, by emailing office@cape-law.com, or may be asked during the meeting after the presentation.

Mar. 22

#7062256



Seaside Joint Ventures, Inc.

14 Lots Hollow
Orleans, MA 02653

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Seaside Joint Ventures, Inc. (“Seaside”) is comprised of two individuals who are members of the CCC Social Equity Program based on prior marijuana possession arrests. The group is accordingly inherently committed to assisting individuals and communities disproportionately affected by cannabis prohibition and enforcement, including impacted individuals and business enterprises (hereinafter described as “DPI communities”). Seaside believes that marijuana establishments have an obligation, both legal and moral, to make significant contributions to support communities that have historically high rates of arrest, conviction, and incarceration related to marijuana crimes. Seaside is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions are classified as areas of disproportionate impact.

Plan Goals

Seaside’s planned dispensary is located in the host community of Orleans. Neither the Town, nor any community within forty-five miles (closest is Wareham) falls within an area of disproportionate impact as presently defined under 935 CMR 500.101(1)(a)(11), which presents a unique challenge. The company therefore intends to target the towns of Wareham, New Bedford and Fall River, which are the closest communities designated as DPI.

To this effect, Seaside has established the following goals:

1. Hiring: To provide continuing service and reinvestment into populations and individuals of

disproportionate impact through workforce development. The company strives to hire at least 10% of its staff from populations that qualify as disproportionately impacted by the war on drugs.

2. Community Education: To educate populations identified as DPI on the barriers to entry into entrepreneurship and the legal cannabis industry, and how to overcome these hurdles.

Programs

Seaside has committed to specific programs to effectuate its stated goals to positively impact communities and areas of disproportionate impact. Such programs will include the following:

1. Hiring: Effecting the hiring of individuals and vendors from identified areas of disproportionate impact through relationships within local and regional chambers of commerce and workforce development agencies. The company will also align with Barnstable County substance abuse programs to better identify and hire employees that meet program criteria, and commits to at least two job fairs focused on these populations in the communities of Wareham annually. The Company is committed to the enhancement of its workforce through train-to-promote practices for its employees' advancement in the cannabis industry.

2. Community Education: SJV will work with E for All South Coast serving the communities of New Bedford and Fall River to volunteer hours from its ownership and management, approximately amounting to 25 hours per calendar quarter pursuant to the schedule and needs of that organization for mentorship, development of educational materials and programs that address general business challenges, as well as common barriers and misconceptions preventing disproportionately impacted populations from entering the legal cannabis industry. These programs will occur in part in the communities themselves (i.e. at hosted events in person or via Zoom), with materials including information about expungement as may be needed. These materials will also be available in the retail space and at all hiring events as well as on the company's website.

SJV also commits to direct charitable contributions of \$1,250.00 per quarter to the E for All South Coast chapter in support of the business accelerator program and pitch contests for members of the communities of New Bedford and Fall River, and attaches that organization's letter of acceptance in support.

SJV will also host a presentation by a subject matter expert on these barriers and how to overcome them during at least 2 events that will be held targeting DPI populations. Event attendance will not be limited except as dictated by building and fire code. All educational and hiring events will be promoted via the company's social media channels, store front, website and other media as needed, and in participation with the E for All South Coast organization's communication channels.

Measurements

The Director of Compliance will administer the Plan and will be responsible for

developing measurable outcomes to ensure Seaside continues to meet its commitments. Such measurable outcomes, in accordance with Seaside's goals and programs described above, include:

- Tracking the number of employees hired, retained or promoted that come from areas of disproportionate impact; and
- The hours spent and positive results effectuated by its volunteer and education efforts, based on outreach efforts, community involvement, attendance records, community feedback, and publicity associated with such events; and
- An annual evaluation of new hires within the organization to see if the hiring practices meet or exceed the intended goals; and
- An annual accounting of all funds committed and the use of said funds, in as much detail as Seaside is able to track the disposition.
- An accounting of the attendance of all hiring events hosted targeting DPI populations

The Director of Compliance will review and evaluate Seaside's measurable outcomes no less than annually to ensure it is meeting its commitments, which progress will be submitted to the Commission in its renewal application(s).

Statements

For all programs referenced above, the company will ensure that it adheres to all requirements set forth in 935 CMR500.105(4) as it relates to permitted and prohibited practices for advertising, branding, marketing and sponsorship practices for Marijuana Establishments

Any actions taken or programs implemented in relation to the above plan will not violate the commission's regulations with respect to limitations on ownership, control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001492396

ARTICLE I

The exact name of the corporation is:

SEASIDE JOINT VENTURES, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

RETAIL & WHOLESALE SALES AND ANY LAWFUL COMMERCIAL ACTIVITIES RELATED THER ETO.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

COMMON STOCK SHALL HAVE THE SOLE AND EXCLUSIVE POWER TO VOTE ON ANY MATTER SUBMITTED TO THE STOCKHOLDERS OF THE CORPORATION.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: TIM MCNAMARA
No. and Street: MCNAMARA & YATES, P.C.
54 MARKET STREET
City or Town: MASHPEE State: MA Zip: 02649 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DAVID CURRIER	14 LOTS HOLLOW ORLEANS, MA 02653 USA
TREASURER	ADAM HIGGINS	14 LOTS HOLLOW ORLEANS, MA 02653 USA
SECRETARY	ARTHUR LUKE	14 LOTS HOLLOW ORLEANS, MA 02653 USA
DIRECTOR	DAVID CURRIER	14 LOTS HOLLOW ORLEANS, MA 02653 USA
DIRECTOR	ADAM HIGGINS	14 LOTS HOLLOW ORLEANS, MA 02653 USA
DIRECTOR	ARTHUR LUKE	14 LOTS HOLLOW ORLEANS, MA 02653 USA
DIRECTOR	TIM MCNAMARA	14 LOTS HOLLOW ORLEANS, MA 02653 USA

d. The fiscal year end (i.e., tax year) of the corporation:
January

e. A brief description of the type of business in which the corporation intends to engage:

APPLYING FOR A LICENSE WITH THE CCC.

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 14 LOTS HOLLOW
City or Town: ORLEANS State: MA Zip: 02653 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 14 LOTS HOLLOW
City or Town: ORLEANS State: MA Zip: 02653 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed this 8 Day of March, 2021 at 4:10:40 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

DAVID CURRIER

THE COMMONWEALTH OF MASSACHUSETTS

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

March 08, 2021 04:10 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Seaside Joint Ventures, Inc.

BY-LAWS

ARTICLE I - OFFICES

The principal office of the corporation in the Commonwealth of Massachusetts shall be located in the town of Orleans, County of Barnstable. The corporation may have such other offices, either within or without the State of incorporation as the board of directors may designate or as the business of the corporation may from time to time require.

ARTICLE II - STOCKHOLDERS

1 . ANNUAL MEETING.

The annual meeting of the stockholders shall be held on the seventh day of **February** each year, beginning with the year **2021** at the hour 10:00 o'clock a.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a Sunday or legal holiday such meeting shall be held on the next succeeding business day.

2. SPECIAL MEETINGS.

Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the directors, and shall be called by the president at the request of the holders of not less than thirty percent (30%) of all the outstanding shares of the corporation entitled to vote at the meeting.

3. PLACE OF MEETING.

The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without the state unless otherwise prescribed by statute, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation.

4. NOTICE OF MEETING.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than fifteen (15) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice

shall be deemed to be delivered when deposited in the United States mail, addressed to the stockholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE.

For the purpose of determining stockholders entitled to notice of, or to vote at any meeting of stockholders, or any adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, thirty (30) days. If the stock transfer books shall be closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least thirty (30) days immediately preceding such meeting. In lieu of closing the stock transfer books, the directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than thirty (30) days and, in case of a meeting of stockholders, not less than twenty (20) days prior to the date on which the particular action requiring such determination of stockholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholder has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. VOTING LISTS.

The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least twenty (20) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of twenty (20) days prior to such meeting, shall be kept on file at the principal office of the corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the stockholders entitled to examine such list or transfer books or to vote at the meeting of stockholders.

7. QUORUM.

At any meeting of stockholders, fifty one percent (51%) of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than fifty one percent (51%) of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting

as originally notified. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

8. PROXIES.

At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting.

9. VOTING.

Each stockholder entitled to vote in accordance with the terms and provisions of the certificate of incorporation and these by-laws shall be entitled to one vote, in person or by proxy, for each share of stock entitled to vote held by such stockholders. Upon the demand of any stockholder, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of this State.

10. ORDER OF BUSINESS.

The order of business at all meetings of the stockholders shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business.

11. INFORMAL ACTION BY STOCKHOLDERS.

Unless otherwise provided by law, any action required to be taken at a meeting of the Shareholders, or any other action which may be taken at a meeting of the Shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation, as they may deem proper, not inconsistent with these by-laws and the laws of this State.

2. NUMBER, TENURE AND QUALIFICATIONS.

The number of directors of the corporation shall be one (5). Each director shall hold office until the next annual meeting of stockholders or until his successor shall have been elected and qualified.

3. REGULAR MEETINGS.

A regular meeting of the directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of stockholders. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS.

Special meetings of the directors may be called by or at the request of the president or thirty percent (30%) of the directors. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them.

5. NOTICE.

Notice of any special meeting shall be given at least five (5) days previously thereto by written notice delivered personally, or by email or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6. QUORUM.

At any meeting of the directors two-thirds (2/3) of the directors shall constitute a quorum for the transaction of business, but if less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. MANNER OF ACTING.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

8. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the stockholders. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the stockholders or by action of the board. Directors may be removed without cause only by vote of the stockholders.

10. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. COMPENSATION.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance at each regular or special meeting of the board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

12. PRESUMPTION OF ASSENT.

A director of the corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution, may designate from among its Shareholders an executive committee and other committees, each consisting of three or more directors. Each such committee

shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER.

The officers of the corporation shall be a president, a treasurer, and a clerk, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE.

The officers of the corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the stockholders. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. REMOVAL.

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT.

The president shall be the principal executive officer of the corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the stockholders and of the directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the directors from time to time.

6. VICE-PRESIDENT.

If a vice-president is designated and elected by the directors, then in the absence of the

president or in event of his death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-president shall perform such other duties as from time to time may be assigned to him by the President or by the directors.

7. CLERK.

The secretary shall keep the minutes of the stockholders' and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these by-laws or as required, be custodian of the corporate records and of the seal of the corporation and keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder, have general charge of the stock transfer books of the corporation and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the directors.

8. TREASURER.

If required by the directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these by-laws and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the directors.

9. BENEFIT OFFICER

The benefit officer shall oversee the company's benefit to the Town of Orleans, the Cape & Islands region, and public interest more generally. The Benefit Officer shall request, and the corporation's Board of Directors shall respond no less than annually, in the form of a benefit report, those efforts and features within the corporation's business plan that have positively impacted the benefits identified above. The Board and Benefit Officer are to report and request these benefits conferred upon the corporation's stakeholders, including but not limited to its customers, its employees, its partners, vendors, suppliers and wholesale clients, as well as the host community of Orleans and other entities within its jurisdiction.

10. SALARIES.

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V - INDEMNIFICATION OF DIRECTORS AND OFFICERS

The corporation shall, to the extent permitted by law, indemnify each person who may serve or who has served at any time as a director or officer of the corporation or of any of its subsidiaries, or who at the request of the corporation may serve or at any time has served as a director, officer, administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan, against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he is successful on the merits, the proceeding was authorized by a majority of the full board or the proceeding seeks a declaratory judgment regarding his own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which he shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation or to the extent such matter relates to service with respect to an employee benefit plan in the reasonable belief that his action was in the best interests of the participants or beneficiaries of such employee benefit plan.

Such indemnification may, to the extent authorized by the corporation, include payment by the corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under this article, which undertaking may be accepted without regard to the financial ability of such person to make repayment. The payment of any such indemnification shall be conclusively deemed authorized by the corporation under this article, and each director of the corporation approving such payment shall be wholly protected, if:

(i) the payment has been approved or ratified (1) by a majority vote of a quorum of the directors consisting of persons who are not at that time parties to the proceeding, (2) by a majority vote of a committee of two or more directors who are not at that time parties to the proceeding and are selected for this purpose by the full board (in which selection directors who are parties may participate), or (3) by a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the proceeding; or

(ii) the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the corporation) appointed for the purpose by vote of the directors or in the manner specified in clauses (1), (2) or (3) of subparagraph (i); or

(iii) the directors have otherwise acted in accordance with the standard of conduct set forth in the Massachusetts Business Corporation Law, as amended.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder.

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights to which such director or officer or other person may be entitled under any agreement or pursuant to any action taken by the directors or stockholders of the corporation or otherwise.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. CONTRACTS.

The directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS.

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VII - CERTIFICATES FOR SHARES AND THEIR TRANSFER

1. CERTIFICATES FOR SHARES.

Certificates representing shares of the corporation shall be in such form as shall be determined by the directors. Such certificates shall be signed by the president and by the secretary or by such other officers authorized by law and by the directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the stockholders, the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the directors may prescribe.

2. TRANSFERS OF SHARES.

(a) No SHAREHOLDER may transfer or assign all or any part of his/her shares except as provided in a shareholder agreement signed by all shareholders, or else by the provisions of this Section 7 if no such agreement is in place, or with the unanimous Approval of a majority of the Shareholders which may be withheld for any reason or for no reason. In the event there is a conflict between the founding shareholder agreement and these by-laws, the founding shareholder agreement shall control.

(b) Every Transfer of share permitted by this Article VII, including without limitation Transfers permitted by Sections 2.01(a), 2.02, 2.03, 2.04, shall nevertheless be subject to the following:

(i) No Transfer of any shares may be made if such Transfer would cause or result in a breach of any agreement binding upon the Corporation or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer.

(ii) As a condition of any transferee who is not otherwise a SHAREHOLDER, that such transferee demonstrate to the reasonable satisfaction of the Board of Directors that such transferee is not then under indictment and has not at any time been convicted of a felony and either is a financially responsible Person or has one or more financially responsible Persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on such transferee's behalf.

(iii) Notwithstanding anything contained herein to the contrary, no shares shall be transferred if, by reason of such Transfer, the classification of the Corporation for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the transfer agent (clerk of the corporation) a duly executed and acknowledged counterpart of the instrument affecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the Clerk. If, and for so long as such instruments are not so executed and filed, the Corporation need not recognize any such Transfer for any purpose.

2.02 Permitted Transfers. The following Transfers shall be permitted without the Approval of any other Shareholder otherwise required under Section 7.01(a) above, but such permitted Transfers shall in any event be subject to Section 7.01(b) hereof:

(a) Shares may be transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) Shares may be transferred from time to time to any Legal Representative(s) and/or agents of the Immediate Family of the transferring shareholder pursuant to any legally binding Buy-Sell Agreement between the Shareholders and Corporation.

2.03 Right of First Refusal.

(a) A Shareholder may Transfer the whole or any portion of such Shareholder's shares in the Corporation without the Approval otherwise required under Section 7.01(a) above (and such Transfer shall be a permitted Transfer in addition to those permitted under Section 7.02 and shall in any event be subject to Sections 7.01(b) hereof) if such Shareholder (the "Offering Shareholder") first obtains a Bona Fide Offer for the purchase of the entire interest to be Transferred and makes the shares which are the subject of the Bona Fide Offer available to the other Shareholders on a first refusal basis upon the same terms and provisions as set forth in such Bona Fide Offer, in the manner hereinafter set forth.

(b) The Offering Shareholder shall furnish a true and complete copy of the Bona Fide Offer to each other Shareholder, together with full and fair disclosure of any material information available as to the proposed transaction and the parties thereto, and the other Shareholders shall have a period of sixty days thereafter within which to elect, by written notice to the Offering Shareholder (the "Exercise Notice"), to purchase the entire interest to be Transferred at the price (the "Purchase Price") and upon the terms set forth in the Bona Fide Offer.

(c) If there shall be a dispute as to the amount of the Offering Shareholder's interest which any Shareholder(s) may purchase pursuant to Section 7.03(b), each Shareholder participating in any such purchase (a "Purchasing Shareholder") shall be entitled to purchase a pro rata amount of the Offering Shareholder's interest based upon the Percentage Interest of such Purchasing Shareholder in relation to the aggregate Percentage Interests held by all Shareholders participating in such purchase, unless the Purchasing Shareholders agree to purchase such interest based upon an allocation other than such pro rata allocation.

(d) If the shares of the Offering Shareholder are being purchased by one or more Purchasing Shareholders, the closing shall take place at the principal office of the Corporation on the date specified for such closing, and as otherwise specified, in the Exercise Notice of the Purchasing Shareholder who is purchasing the largest portion of such interest (which date shall not be earlier than ten nor more than thirty days after the delivery of such Exercise Notice to the Offering Shareholder). At the closing, the Purchase Price shall be paid by the Purchasing Shareholders upon the terms set forth in the Bona Fide Offer and the Offering Shareholder shall execute and deliver such instruments as may be required to vest in the Purchasing Shareholders (or the designee or designees thereof) the shares to be sold free and clear of all liens, claims and encumbrances.

(e) If the shares of the Offering Shareholder shall not be purchased by Purchasing Shareholder(s) as aforesaid, the Offering Shareholder may sell such interest to the maker of the Bona Fide Offer, but only upon the terms and provisions originally set forth in the Bona Fide Offer, provided such sale satisfies the following requirements:

(i) Such sale is concluded within ninety (90) days after the delivery to the offer of the Bona Fide Offer; and

(ii) The maker of the Bona Fide Offer shall enter into a valid and binding agreement the effect of which will be that any shares which are so transferred shall continue to remain subject to the provisions of this Agreement with the same force and effect as if such Person had originally been a party hereto.

ARTICLE VIII - FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January in each year.

ARTICLE IX - DIVIDENDS

The directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE X - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal."

ARTICLE XI - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any stockholder or director of the corporation under the provisions of these by-laws or under the provisions of the articles of incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

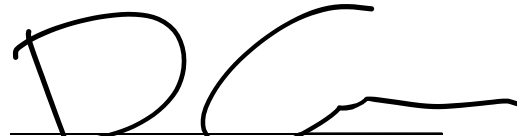
ARTICLE XII - AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a vote of the stockholders representing a majority of all the shares issued and outstanding, at any annual stockholders' meeting or at any special stockholders' meeting when the proposed amendment has been set out in the notice of such meeting.

ARTICLE XIII – REGISTERED AGENT

The initial registered agent of the corporation is McNamara & Yates, P.C. The street address of the corporation's initial registered office is: 54 Market Street, Mashpee, MA 02649

Signed this 22nd day of February, 2021



Dave Currier, its President



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

William Francis Galvin
Secretary of the
Commonwealth

Date: May 11, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,
SEASIDE JOINT VENTURES, INC.

is a domestic corporation organized on **March 08, 2021** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22050278440

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: bod



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1185908160
Notice Date: May 13, 2022
Case ID: 0-001-505-968



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SEASIDE JOINT VENTURES, INC.
14 LOTS HOLLOW RD
ORLEANS MA 02653-3329

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SEASIDE JOINT VENTURES, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

'No Employee' Attestation

To Whom It May Concern,

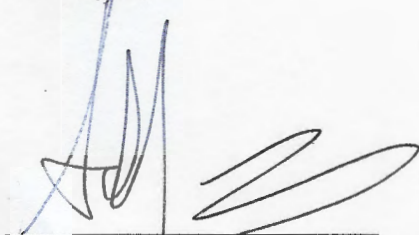
Re: Certificate of Good Standing from Department of Unemployment Assistance

I, Adam Higgins, as Treasurer and authorized representative of Seaside Joint Ventures (EIN: 87-3998052), can attest to the fact we have do not have, nor have ever had, any employees.

Since we do not, and never have had, have any employees we do not have an account with the Department of Unemployment Assistance, and thus cannot provide the requested certificate of good standing.

Please contact me with any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to be 'Adam Higgins', is written over a horizontal line.

Adam Higgins
Treasurer
Seaside Joint Ventures, LLC

Date

6/3/22



March 23, 2022

Cannabis Control Commission
101 Federal Street, 13th floor
Boston, MA 02110

RE: Seaside Joint Ventures Inc. Request For Information

To Whom It May Concern,

Please allow this letter to serve as proof of insurance coverage in the licensing application process for Seaside Joint Ventures Inc. We have engaged in the insurance application process with Seaside Joint Ventures Inc. and we are in the process of making submissions to a minimum of five established liability insurance carriers with requests of coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both general liability and product liability. Deductibles will not exceed \$5,000. We anticipate securing coverage offers from multiple carriers meeting or exceeding all Massachusetts requirements under 935 CMR 500.105(10).

If you have any questions please do not hesitate to contact Tom Rogers, Senior Vice President or Jared Perkosi, Risk Advisor at **FBinsure**, (800) 734-6604.

Thank You,

A handwritten signature in black ink, appearing to read 'Thomas Rogers', is written over a light grey horizontal line.

Thomas Rogers
Senior Vice President
FBinsure

cc: Jared Perkosi



Locally Owned & Operated
Cannabis Dispensary

Who is Seaside Joint Ventures? Seaside Joint Ventures, Inc. ("Seaside" or "the applicant") is a for profit Massachusetts corporation applying to the Town of Orleans for a Host Community Agreement associated with its proposed adult use retail and manufacturing facility at 14 Lots Hollow. The company was founded this year, in 2021 and is wholly committed to creating a model for the Cape Cod Cannabis industry: local ownership, community commitment and a catalyst for modern workforce and economic development.

While the corporation itself is new in form, Seaside is actually the latest incarnation of long-standing organization. Each team member is a participating member of the trade & advocacy groups "Cannabis Cape Cod" and "Regulate Cape Cod" respectively, organizations whose purpose has been to promote and support economic & job growth for local entrepreneurs & businesses, particularly in Cannabis.

The mission is simple: to see that the Cannabis industry's benefits arrive on Cape, moreover to ensure those businesses benefit the local communities the most with local ownership.

In the Fall of 2020, the group saw an opportunity to help Orleans, so they drove a grassroots campaign to support the ballot initiative and inform the Town Meeting voters. That is how committed this organization is to Orleans, and the Cape community at large.



Local Business and Cannabis Experience:



Dave Currier (Orleans): *Director of Operations* – Mr. Currier is born & raised in Orleans and has owned and operated The Alley Bowling & BBQ since 2014, which operations have continued successfully over that period including with a successful pivot to take-out during the pandemic. Not only is Dave a licensed general contractor, former Orleans Selectmen & Board of Health member, but he was instrumental in creating the cannabis opportunity here in Orleans. Dave championed the 2020 Town Meeting vote, as well as the 2018 ballot initiative.

A.J. Luke (So. Yarmouth): *Director of Inventory & Logistics* – Mr. Luke, a native Cape Codder, whose family has owned and operated retail stores on Cape Cod since 1963, all with age-restricted inventory - still does so with six package stores here on the Cape, including Luke's Super Liquors in Brewster. For more than forty years, Mr. Luke has been a retailer, with nearly thirty of those years having had liquor licenses in his name. His focus on regular staff training and retention, on inventory tracking and security, and his rigid policies on ID verification at point of sale has helped his family stores succeed while maintaining a stellar reputation with regards to safe, responsible sales and clean, family friendly locations.

Further, Mr. Luke is a founding and operational partner for a Massachusetts-based startup CBD (aka Cannabidiol) wholesale operation. His well-rounded knowledge of laws/regulations, and vast experience in the sale of age-restricted substances will serve this operation well. As will his experience & status as a commercial property owner, especially of the proposed site of Seaside Joint Ventures, Inc.

Adam Higgins (E. Sandwich): *Director of Technology & Communications*

Mr. Higgins brings to the company a breadth of experience, including experience with the business of age-restricted retail, community engagement & e-commerce. In general, he brings a digital, technology-driven skillset critical in 2021 more than ever for the retail industry. Specific to cannabis, his work has helped several established Cannabis businesses in the Commonwealth develop technology (s) for the critical for streamlining retail operations, online ordering, curbside pickup: Retail Product Education, Online ordering (& curbside pickup), Order reservation system for traffic mitigation. Adam has committed to using technology to not only create a frictionless customer experience, but to also create transparency & a direct channel for community & customer engagement.

Tim McNamara (Mashpee): *Director of Compliance & General Counsel* - Attorney McNamara was born & raised in Barnstable and has practiced law with local businesses and families on Cape Cod for over a decade, and with the Cannabis industry for nearly 6 years. His experience as an owner/operator and as general counsel for these businesses amounts to a unique perspective and understanding of how the Cannabis Control Commission's regulations work in practice.

Attorney McNamara has worked with Plymouth County Substance Abuse Prevention Coalition "Middleborough Matters" on collaborations with communities to educate consumers on responsible use and youth prevention with the use of timed surveys, focus groups and messaging through strategies using social media and "sticker campaigns." He has already taken steps to share this experience with the Town of Orleans and Barnstable County Health and Human Services for similar initiatives on behalf of Nauset Wellness.

Financial Details:

Not only is this group well financed individually, but the collective upfront costs also to open the operation are relatively low. This is especially true when it comes to the building and inventory, which traditionally are where the major costs lie.

The 14 Lots Hollow structure and location are both ideal, so Seaside principle A.J. Luke has purchased it outright and provided the organization a long-term lease for tenancy on the first floor and basement level. The building is largely finished, and in a condition substantially ready for occupancy. To further reduce our initial fit out expenses, we plan to directly manage the minor construction project.

The company's operations manager, David Currier, holds an active Massachusetts Construction Supervisor license, and has will install all the necessary security & retail infrastructure elements as more fully detailed in the floor plan displayed at [Appendix A](#).

Inventory has also been specially addressed, with extremely favorable credit terms from primary suppliers, allowing for initial inventory to not be paid for until 90 days after opening. The implications for this are substantial, as that upfront outlay would usually account for the majority of non-construction expenses.



Seaside has secured lucrative supply contracts with two licensed cultivation facilities, one of which uses sustainable growing practices in a greenhouse.



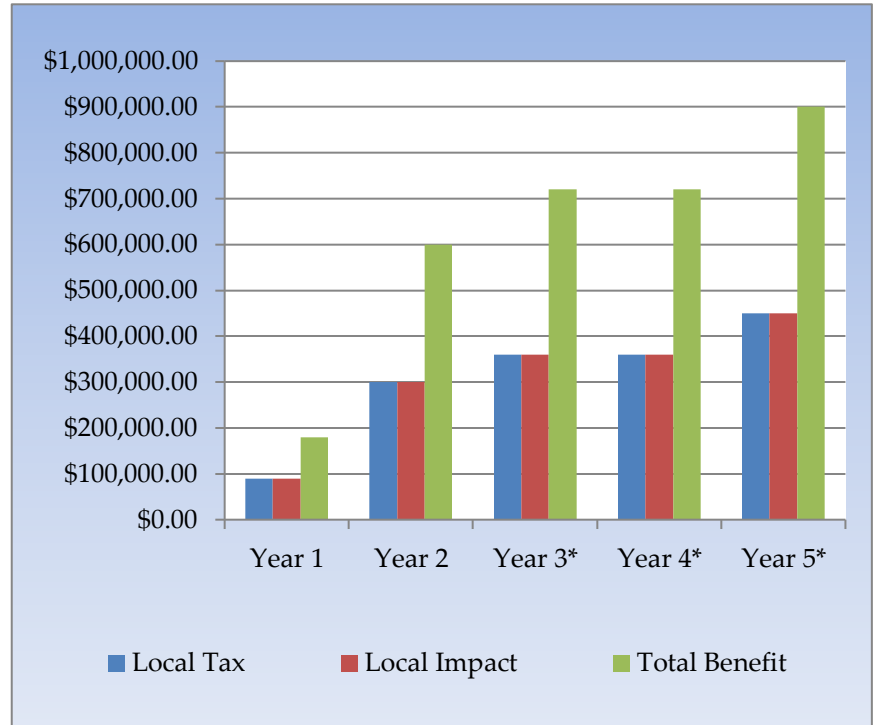
Once operational, the group believes its location will be among the most convenient to access for residents & tourists alike, maximizing revenue potential. While average dispensary revenues might amount to approximately \$12m million per year, the company is confident based on data from its

principals' existing businesses that Orleans can expect revenues closer to \$15-\$20 million per year based on its business plan. A more detailed analysis of these figures is available at [Appendix B](#).

The Company's plan is to operate as a retail dispensary initially, but then will add a manufacturing license that will enable relatively fast integration into the wholesale business, and the simple creation of higher margin products, it would help supply many of the lower Cape dispensaries that do not have the square footage to produce their own products.

Host Agreement Details:

Seaside has reviewed and agrees to the terms of the host agreement template proposed as part of the RFI by the Town of Orleans, including the 3% local tax and 3% local impact fee to be paid quarterly within 30 days of the close of each quarter. The chart to the right demonstrates the group's projections for the monetary value of these taxes and fees for the Town of Orleans.



Beyond Taxes & Fees: Local Impact

Seaside is so committed to the Town of Orleans, and the Cape as a whole, they would like to allocate additional funds for specific public programs:

Supporting Orleans Outdoors: \$20,000 in direct funding, above & beyond taxes fees, to support the Orleans recreational programing.



Youth Prevention: each group member raises their children here on the Cape, and AJ Luke specifically has a long history of youth mentorship, so together they are committed to helping ensure youth prevention programs are well-resourced. They are so invested in this endeavor, that they have already sourced a potential regionally successful program: Courage to Speak Foundation

Convenience & Capacity in One Location:



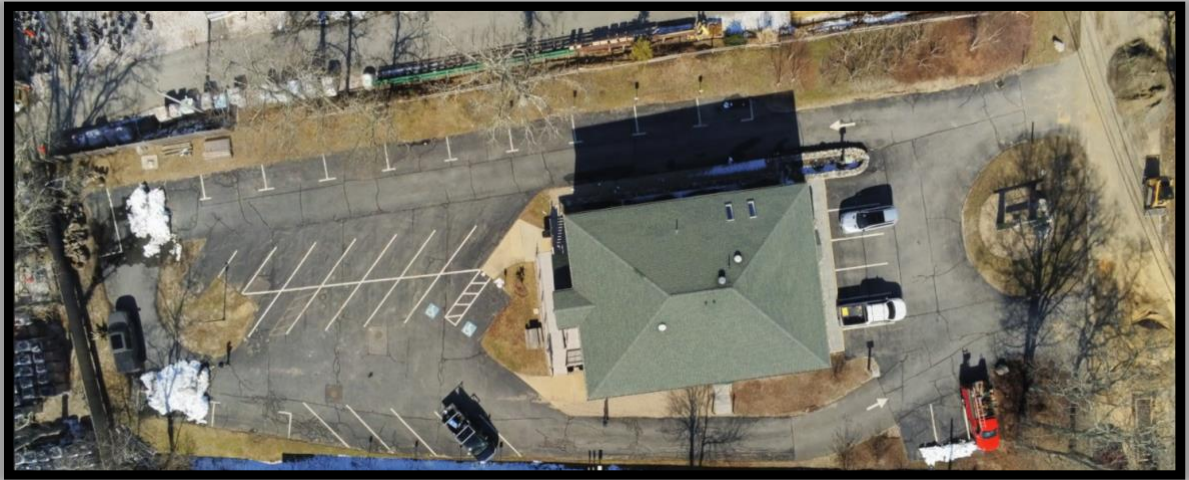
14 Lots Hollow

The property encompasses approximately .85 acres including a 2-story **8,448 sq. ft** mixed use building. The applicant has executed a Lease with the new landowner AJ Luke (attached as Exhibit A) and will improve, among other aspects, the core areas of operation:

- ⇒ **3000 sq. ft** on the first floor for *safe & efficient cannabis retail sales*
- ⇒ **2300 sq. ft** in the basement level for *storage and retail packaging*

The location is within a commercial/industrial area in the town's General Business zoning district, which was approved for the intended use under Questions 37 & 38 from the Town Meeting Warrant article for 10/31/2020 (see cover photo of October TM). Seaside's lease with the landlord is attached at Appendix C.

The applicant has preliminarily determined that parking for **over 41 vehicles is available** in the open paved spaces on the property. Seven parking spaces at the front of the building will be reserved for curbside & express pickup for registered customers so as to expedite purchases and mitigate congestion. The building's location just minutes off of Route 6 further mitigate the likelihood of congestion in other areas of Town.



NOTE: A full site plan has been ordered and will supplement this application when available.

One of the Most Secure Buildings in Town: The applicant agrees to work closely with the Chief of Police in coordinating its local security plan, including details mandated by the Cannabis Control Commission regulations at 935 CMR 500.110 that require among other things: the establishment of employee-only limited access areas (wherever Cannabis is kept), redundant and independent perimeter alarm systems, a system failure notification system, duress alarms and security trainings for staff, 24 hour high definition video surveillance of all facility areas, and various other proprietary details the applicant will provide to the Chief upon request. Product inventory at any given time will not likely exceed that necessary for 3-5 days and will at all times until point of sale be stored in locked and highly secure locations.

Seaside is in contact with Police Chief MacDonald regarding the group's plans and is proactive in developing communication protocols with public safety. Seaside has engaged a qualified security contractor to manage, install and coordinate the company's security and alarm maintenance system(s) in all locations and has engaged Plymouth Armor Group, a secure transport company with Cape Cod ties to provide supplemental transportation needs for cash and product. The applicant welcomes any opportunity for any other town officials to meet with its Security & Operations management for further details as may be needed.

Expedited Timeline & Process Seaside believes it is positioned to open as early as 3 months from the date that Orleans can grant those approvals necessary to satisfy the Cannabis Control Commission's issuance of a Provisional License.

The company is otherwise well prepared to execute on the license as follows:

- 1) All Cannabis Control Commission documentation is ready for submission including the Application, and Management & Operations Profile, which leaves only a Host Community Agreement with the company's lease for a complete submission;
- 2) The site is largely ready for occupancy so that only cosmetic (i.e. retail counter & signage) & security considerations (i.e. cameras & access controls) remain for licensure;
- 3) The group has engaged an architect, an engineer and contractor for all necessary work; and
- 4) The company has secured binding agreements for product from two separate Massachusetts medical/adult use Cannabis cultivation licensees whose licenses together amount to 70,000 square foot of canopy, summaries of which are attached hereto at Appendix D.

About Seaside Joint Ventures (Seaside):

In closing, the company would like to point out (again), that Seaside is an entirely Massachusetts-owned and invested corporation, with no plans to sell its license. Its team is likewise comprised of Cape Cod residents who therefore have a vested interest in the community. Along these lines Seaside has sought and gained general support for its host agreement proposal from locally focused organizations like *Entrepreneurship for All - Cape Cod*, and the *Cape Cod Chamber of Commerce*.

Maintaining Financial Records

Seaside Joint Ventures, LLC (SJV) policy is to maintain financial records in accordance with regulations. These 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
- 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.

SJV will not utilize software or other methods to manipulate or alter sales data. SJV 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. SJV will maintain records that it has performed the monthly analysis and produce it upon request to the Commission.

If SJV 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. SJV will comply with *Record Retention* and DOR directives regarding recordkeeping requirements.

SJV financial records will be available for inspection by the Commission, upon request. The financial records will be maintained in accordance with generally accepted accounting principles. Following the closure of SJV, all records will be kept for at least 2 years at the expense of SJV and in a form and location acceptable to the Commission. Financial records shall be kept for a minimum of 3 years from the date of the filed tax return.

Personnel Policies Summary

The policy of Seaside Joint Ventures, LLC (SJV) is 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. SJV 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 SJV to be involved in discriminatory practices are subject to disciplinary action and may be terminated. SJV 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.

All current owners, managers and employees of SJV 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. SJV will maintain records of responsible vendor training compliance. 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
- Key state and local laws

SJV will maintain records of compliance with all training requirements. The records will be maintained for 4 years and SJV will make the records available for inspection upon request. All employees who are agents of the adult use marijuana establishment will receive the training required for each license under which the agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an agent to participate in more than 8 hours of training.

All SJV policies will include a staffing plan and corresponding compliant records and ensure that all employees are aware of the alcohol, smoke, and drug-free workplace policies. SJV will also implement policies to ensure the maintenance of confidential information as required by regulations. SJV 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, per regulations.

All SJV employees will be duly registered as marijuana establishment agents and must complete a background check. All marijuana establishment agents will complete a training course administered by SJV and complete a compliant Responsible Vendor Training program. Employees will be required to receive a minimum of 8 hours of on-going training annually.

Qualifications & Training

Seaside Joint Ventures, LLC (SJV) 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 (1) week before acting as a dispensary agent. At a minimum, staff shall receive (8) hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with SJV. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

All current owners, managers and employees of SJV 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. SJV will maintain records of responsible vendor training compliance, as required by regulations. Responsible vendor training shall include:

- Discussion concerning marijuana effect on the human body
- Diversion prevention
- Compliance with tracking requirements
- Identifying acceptable forms of ID
- Key state and local laws

All employees will be registered as agents, and all SJV employees will be duly registered as marijuana establishment agents and have to complete a background check, per regulations. All registered agents of SJV shall meet suitability standards.

Training will be recorded and retained in dispensary agent’s file. Training records will be retrained by SJV for at least (1) year after agents’ termination. Dispensary agents will have continuous quality training and a minimum of (8) hours annual on-going training.

Procedures for Quality Control and Testing

Seaside Joint Ventures, LLC (SJV) will not sell or market any marijuana product that is not tested by Independent Testing Laboratories licensed by the Cannabis Control Commission (CCC), including testing of marijuana products and environmental media. SJV will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in CCC protocols identified in and subsequent notification to the Commission of such results. Results of any tests will be maintained by SJV for at least one year. All transportation of marijuana to or from testing facilities shall comply with and any marijuana product returned to SJV by the testing facility will be disposed of in accordance with regulations. SJV will never sell or market adult use marijuana products that have not first been tested by a licensed Independent Testing Laboratory and deemed to comply with the standards required.

SJV will prepare, handle, and store all edible marijuana products in compliance with the sanitation requirements in *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

In addition, SJV's policies include requirements for handling of marijuana, 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
- Storage facilities that prevent contamination

SJV will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions. SJV will have a separate area for storage (referred to as the "Quarantine Area") 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. SJV's Quarantine Area, along with any other designated 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 SJV storage areas will be maintained in accordance with the security requirements of regulations.

SJV has a Quality Control Manager who will oversee the manufacturing at the SJV facility to

maintain strict compliance with CCC regulations and protocols for quality control and analytical testing.

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 SJV agents whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. All SJV 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 regulations

SJV will provide sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. Litter and waste will be properly removed and disposed of and the operating systems for waste disposal shall be maintained in an adequate manner. 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 regulations. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

SJV’s water supply will be sufficient for necessary operations able to meet our needs. The plumbing requirements will be met through adequate size and design and adequately installed and maintained to carry enough water to required locations throughout the SJV facility. SJV 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 regulations. All products shall be tested for the cannabinoid profile and for contaminants as specified by the Commission, 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 Commission.

All testing results will be maintained by SJV for no less than 1 year as stated in regulations. Samples that pass testing will be packaged for use or utilized in MIPs.

Samples that fail testing will be reported and destroyed. 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.

Record Keeping Procedure

Seaside Joint Ventures, LLC (SJV) records will be available to the Cannabis Control Commission (CCC) upon request. The records will be maintained in accordance with generally accepted accounting principles. All written records required are subject to inspection, in addition to written operating, inventory records and seed-to-sale tracking records for all marijuana products.

SJV will also keep all marijuana waste disposal records, including record keeping procedures. SJV will ensure that at least (2) Marijuana Establishment Agents witness and document how the marijuana waste is disposed or otherwise handled. When the marijuana products or waste is disposed or handled, SJV 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. SJV will keep these records for at least 3 years.

Personnel records will also be maintained, including but not limited to:

- Job descriptions for each employee
- Organizational charts
- Staffing plans
- Personnel policies and procedures
- Background checks

Personnel records will be maintained for at least 12 months after termination of the individual's affiliation with SJV. Additionally, business records will be maintained, as well as waste disposal records, pursuant to regulations.

Following the closure of the Marijuana Establishment, all records will be kept for at least 2 years at the expense of SJV and in a form and location acceptable to the Commission. As regulations state, records of SJV will be available for inspection by the Commission upon request. SJV's records will be maintained in accordance with generally accepted accounting principles. SJV will have all required written records and available for inspection, including all written operating procedures and business records, as required.

Restricting Access to age 21 and older

Upon entry into the premise of Seaside Joint Ventures, LLC (SJV) by an individual, an SJV 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. All employees and registered agents must be 21 years of age or older.

SJV management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of SJV are 21 years of age or older. All consumers entering the facility must be 21 years of age or older because the establishment is not co-located with a Medical Marijuana Treatment Center.

To verify an individual's age, a SJV 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
- 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 SJV. 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.

SJV 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. This curriculum will include:

- Diversion prevention and prevention of sales to minors
- Acceptable forms of identification (including how to check identification, spotting false identification, provisions for confiscating fraudulent documents)
- Common mistakes made in verification

SJV will have limited access areas identified with clear signage designating the access point for authorized personnel only. Identification badges will be required to be worn at all times by SJV employees while at the facility or engaged in transportation. SJV will positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or

older.

While at the facility or transporting marijuana for the facility all SJV Agents must carry their valid Agent Registration Card issued by the Commission. All SJV 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 SJV facility. The visitor log will be available for inspection by the Commission at all times. All visitor badges will be returned to SJV upon exit.

The following individuals shall be granted immediate access to the facility:

- Representatives of the Commission while executing their authorized responsibilities
- Representatives of other state agencies in the Commonwealth
- Emergency responders while responding to an emergency
- 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, 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 SJV, agents of the Commission, state and local law enforcement and emergency personnel. All SJV employees will visibly display an employee identification badge issued by SJV at all times while in SJV's Marijuana Establishments or transporting marijuana.

Energy Compliance Plan

Seaside Joint Ventures, LLC (SJV) Marijuana Establishment will satisfy minimum energy efficiency and conservation standards as required by the Cannabis Control Commission (CCC). SJV will strive to reduce energy demand, including by not limited to, the following:

- Use of natural lighting where feasible and compliant with CCC regulations
- Insulate remaining walls and the ceiling to meet or exceed the Energy Code for commercial buildings
- Purchase and installation of LED lights, where feasible
- Utilization of advanced and energy efficient HVAC systems
- Hot water tank with hybrid design to enhance overall energy efficiency
 - Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage)
- New building insulation, where feasible
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and the explanation of why the identified opportunities were not pursued, if applicable. *935 CMR 500.105(15)*

The project will follow the International Existing Building Code (IEBC) requirements for sustainable and energy conservation in construction. SJV will work closely with the utility to create and execute an energy savings plan, including:

- Understanding of how we consume energy through analysis generation
- Compare our operation with similar businesses and act accordingly
- Solicit customized energy improvement recommendations from professionals and determine how and if such recommendations can be incorporated into our business plan
- Identify cost incentives through utility energy programs, such as Mass Save programs to explore financial incentives for energy efficiency and demand reduction measures
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, 21, or through municipal lighting plants. *935 CMR 500.105(15)*

Diversity Plan

Overview

SJV Joint Ventures, LLC (SJV) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

- Minorities
- Women
- Veterans
- People with disabilities
- LGBTQ+

SJV host community is the Town of Orleans. To better understand the composition of this Town, SJV consulted data from the 2020 U.S. Census, and contacted both the City's Veterans Agent and the local PFLAG chapter. From these sources, SJV determined that The Town of Orleans is comprised of the above populations in the following percentages:

- Total Non-White Minorities: 5.9%
- Women: 54.3%
- Veterans: 5.5%
- People with disabilities: 4.7%
- LGBTQ+ N/A

Further detail is provided in the below screenshot from the Census website:

Race and Hispanic Origin	Orleans town, Barnstable County, Massachusetts
Population Estimates, July 1 2021, (V2021)	NA
PEOPLE	
Race and Hispanic Origin	
White alone, percent	95.3%
Black or African American alone, percent (a)	2.0%
American Indian and Alaska Native alone, percent (a)	0.0%
Asian alone, percent (a)	1.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%
Two or More Races, percent	0.6%
Hispanic or Latino, percent (b)	1.9%
White alone, not Hispanic or Latino, percent	94.7%

While the above statistics indicate that the region is largely white (~95%), the SJV nevertheless recognizes its role and responsibility to promote the advancement of diverse populations. To support such populations, SJV has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in SJV operations.

Goals

For SJV to promote equity for the above-listed groups in its operations, while at the same time establishing realistic targets for its first year of operations, SJV has established the following goals:

- Having at least 20% of SJV staff comprised of individuals who identify as minorities, LGBTQ+, or are veterans or disabled. In addition, the SJV will strive to hire at least 60% of its workforce from those applicants who identify as female. More specifically, SJV’s goals are the following:
 - At least 20% of staff will be Minorities
 - At least 60% of staff will be Women
 - At least 7% of staff will be Veterans
 - At least 7% of staff will be Disabled Individuals
 - At least 7% of staff will be LGBTQ
- Having at least 20% of its outside vendors comprise some meaningful form (20% control) of woman, veteran, minority, disabled persons or LGBTQ ownership.
- Address barriers to entry into the industry faced by minority populations through community training and education programs.

Programs

For SJV to ensure not only a diverse workforce, but also promote equity in its operations, SJV has developed specific programs which will include the following:

- Recruiting for Diversity
 - Participating in at least two (2) career fairs per year in the nearest underrepresented and minority communities (Wareham and Barnstable); and
 - Advertising employment opportunities, as they become available but not less than quarterly, which are tailored to individuals falling into the above-listed diverse populations, in the Cape Cod Times newspaper.
 - Establishing a regular line of communication with the local Veteran’s Agent

and the Cape Cod PFLAG chapter in the Town of Brewster.

- SJV “Train-to-Promote” Program
 - SJV’s business model for its employees to “train-to-promote” inherently promotes equity and ensure that individuals from the above-listed diverse populations are provided with opportunities and the tools they need to succeed in the cannabis industry
 - Twice a year, SJV will host educational seminars for individuals from the above-listed diverse populations
 - These educational seminars will be able to accommodate no fewer than twenty (20) such individuals per session. The subject matters of the educational seminars will include marijuana retailing and marijuana business management. These seminars will be publicized by advertisement in the local Cape Cod Times newspaper and through social media channels
- Vendor diversity program
 - When looking for vendors, SJV will utilize the Massachusetts Supplier Diversity Office website to identify potential vendors who meet the above criteria
 - When reviewing potential vendors, SJV will inquire about the composition of ownership at the company. Priority will be given to companies who ownership are members of the identified populations

Measurements

The Director of Compliance will administer this Diversity Plan and be responsible for developing measurable outcomes to ensure SJV continues to meet its commitments. Such measurable outcomes, in accordance with SJV’s goals and programs described above, include:

- Documentation supporting SJV’s goal(s) of onboarding of staff comprised of individuals from the above-listed diverse populations
- The number of, and proofs for, job and seminar postings in the Cape Cod Times and social media
- The number of candidates from the above-listed diverse populations interviewed
- The number of candidates from the above-listed diverse populations hired
- The number of employees from the above-listed diverse populations retained for at least six (6) months
- The number and demographics of individuals that participate in SJV’s Train-to-Promote program (including documentation of the topics covered)

Upon commencement of hiring, onboarding, and operations activities for its marijuana establishment, SJV will be able to begin recording the proposed measurements to assess its Plan, which measurements will be reported in SJV’s annual renewal application(s). The Director of Compliance will review and evaluate SJV’s measurable outcomes no less than twice annually

to monitor progress on meeting its commitments.

Statements

For all programs referenced above, the company will ensure that it adheres to all requirements set forth in 935 CMR500.105(4) as it relates to permitted and prohibited practices for advertising, branding, marketing and sponsorship practices for Marijuana Establishments

Any actions taken or programs implemented in relation to the above plan will not violate the commissions regulates with respect to limitations on ownership, control or other applicable state laws.