

Bylaws of the Minnesota Craft Cannabis Guild

Article 1:

The name of this corporation is the Minnesota Craft Cannabis Guild (MCCG or the 'Guild'), a public benefit Minnesota limited liability company.

Article 2: Purposes of Organization

Mission

The Minnesota Craft Cannabis Guild strengthens craft cannabis excellence in the state of Minnesota through advocacy, education, and connection.

Vision

The Minnesota Craft Cannabis Guild (MCCG) will create a future in which Minnesota is an innovative leader in craft cannabis quality, accessibility, sustainability, and culture.

Values

Passion: We genuinely love and celebrate the craft cannabis industry.

Professionalism: We practice active listening, meet people where they are and conduct ourselves with professionalism in all interactions.

Justice: We respect people, value diversity, and are committed to equality and equity in accessibility.

Quality: We strive for excellence through continuous improvement. We educate and advocate for quality in products and best practices. We advocate for the preservation of innate qualities of whole, mature cannabis plants and their derivatives.

Academically Rigorous Education: We honor best practices for the collection and dissemination of scientific and cultural information.

Sustainability: We advocate for responsible stewardship of the natural environment by promoting sustainable: agriculture, manufacturing, testing and business practices. We advocate for interactions to be: environmentally sustainable, socially conscious and economically viable (the triple bottom line).

Declaration of Purpose

General Objectives

We resonate with the motto: "In essentials, unity; in non-essentials, liberty; in all things, grace."

We define 'Craft Cannabis' as including the activities surrounding the creation and consumption of products that contain the spectrum of naturally occurring phytochemical compounds produced by the trichomes on a cannabis plant. This includes hemp or marijuana, infusions, whole plant distillates, solventless rosins and products created from them. It does not include isolates (we regret the exclusion of medicines that utilize isolates for consistency) or synthetic cannabinoids and products that use isolates or synthetic cannabinoids.

Education

We recognize that education is a continuing process.

We prioritize the activities of community education at all levels.

We encourage all to continue their education through the many methods and media common to the era.

We recognize the necessity of vetted experimentation to develop new and better methods of education, but we caution against the widespread adoption of experimental methods without understanding the costs/benefits.

Advocacy

We advocate for all levels of craft production and its practitioners in craft cannabis legislation and regulations in the state of Minnesota.

We advocate for, engage and assist in, and contribute to consumer, industry and marketplace education and awareness of craft cannabis in Minnesota.

The Guild shall serve as the primary advocacy group for home/cottage growers, craft cannabis legislation and regulations in the state of Minnesota. The Guild shall advocate for legislation or regulations that serve to grow craft cannabis in the state of Minnesota and support the majority of its membership.

Business Relations

The Guild is organized and operated exclusively for community benefit purposes.

We support the development (both creation and strengthening) of locally owned, independent and equitable systems of cultivation, production and distribution.

The Guild accepts sponsorship at its sole discretion, and reserves the right to refuse underwriting from any company for any reason. The Guild accepts sponsorship as an endorsement of the value that the Guild brings to craft cannabis. Any implied endorsement flows from the underwriter to the Guild, not from the Guild to the underwriter. The companies that provide financial support to the Guild do not have any control over, or involvement in our operational activities or advocacy.

Article 3: Location

The principal office of the Minnesota Craft Cannabis Guild, at which the general business of the organization will be transacted and where the records of the organization will be kept, shall be at such location in the State of Minnesota, as may be fixed from time to time by the Advisory Board of the Guild.

Article 4: Members

1. Individual Membership: Membership shall be open and available to any human (21+ y.o.), who makes an unrestricted donation equal to or above the amount established yearly by the Advisory Board. Unless terminated in accordance with these Bylaws, a member's membership shall terminate on December 31 each year. Membership may start at any time and the fees will be prorated to the nearest yearly quarter. All membership applications require approval by the Membership Committee to become valid. Fees can be paid using currency or by work/trade once the Volunteer Committee is operational. Equal dues, equal representation.

2. Transferability: A member shall not voluntarily or involuntarily transfer or assign their membership or any right arising therefrom. However, a member is welcome to share any information with their business partner and employees.

3. Resignation: Any Member in good standing may resign from the Guild upon delivery of written email notice to the Guild fifteen days before the effective date of the resignation. The resigning Member is responsible for dues assessed for the term of their annual membership.

4. Expulsion: A Member may be suspended or expelled from membership by action of the Advisory Board for non-payment of dues or fees, or for the violation of any provision of these Bylaws.

5. Meetings: There shall be one annual general membership meeting at a time and place set by the Executive Team. Additional general meetings shall be held from time to time as set by the Executive Team.

6. Membership in the Guild does not imply professional status, nor does it constitute an endorsement of skills, services, or goods. Members may not use the MNCCG logo or MNCCG membership status in the marketing of non-Guild sponsored events, services, or merchandise.

Article 5: Partnerships/Sponsorships/Allies

Context: This is adapted from MPR's website: The Guild accepts sponsorship at its sole discretion, and reserves the right to refuse underwriting from any company for any reason. The Guild accepts sponsorship as an endorsement of the value that the Guild brings to craft cannabis. Any implied endorsement flows from the underwriter to the Guild, not from the Guild to the underwriter. The companies that provide financial support to the Guild do not have any control over, or involvement in our operational activities or advocacy.

Questions for Jen:

1. We need to draft a corporate sponsorship (qualified sponsorship payment) of a nonprofit agreement.

2. Do you have any recommendations beyond:
 - a. A sponsor's logos and slogans (as long as they do not include qualitative or comparative descriptions of the sponsor's products, services, facilities, or company),
 - b. Value-neutral descriptions of the sponsor's product lines or services (including displays or visual depictions), and
 - c. A list of the sponsor's location addresses, phone numbers, or URLs. Can we have their logo as a live link on our website?
3. What forms of businesses and organizations should we avoid?
4. MPR will not partner with political campaigns or political action committees, given our commitment to advocate for home growers, how do we navigate this?

Article 5: Member Representation - first annual meeting will be Spring of 2026

At the first annual meeting in the Spring of 2026 the Executive Team and the Advisory Board will launch a project to redevelop the organizational structure and update the By Laws accordingly. Input will be sought at all levels of this process.

Article 6: Advisory Board

The inaugural Advisory Board will be selected by the Executive Team. Members of the Advisory Board will come from a spectrum of disciplines, will be expected to serve as Committee Chairs and participate in development.

- The total number of advisors will be nine (9).
- Inaugural Advisory Board terms are three years.
- The Executive Team will elect five (5) new board members for the odd years and four for the even years.
- Advisory Board members will be required to chair one of the following committees:
 - Membership
 - Volunteers
 - Marketing Communications/Events
 - Sponsorship/Underwriting/Allies
 - Homegrowers
 - Education
 - Advocacy
 - Legal
 - Connectivity
 - Sustainability
 - Cultivation
 - Packaging
 - Operations

- Operations conducted by the committees will serve the mission, vision and declaration of purpose defined in Article 2.

Vacancies: If a vacancy occurs in the office of the Executive Team a member of the Advisory Board will be asked to fill in by the remaining members of the Executive Team until the Advisory Board can convene and vote on a replacement. A vacancy in the Advisory Board that occurs for any reason shall be filled by a majority vote of the remaining members of the Advisory Board, even if less than a quorum (a simple majority).

1. Authority: The business and affairs of the Guild shall be managed by the Executive Team, which may exercise all such powers of the Guild as are permitted by law, the Articles of Incorporation, or these Bylaws.
2. Numbers of Advisors: The number of advisors to the Guild shall be nine (9).
3. Constituency of Advisors: Each advisor shall be elected for their value to the development and growth of the Guild into an organization that fulfills the mission, vision and declaration of purpose as defined in Article 2.
4. Term of Office: Each board member shall serve a term of three years. Five (5) members shall be elected alternating years. There are no term limits.
5. Meetings: The advisory board shall meet monthly.
6. Notice of Meetings: The time, date, and place of each meeting of the Advisory Board shall be set by the Executive Team, and notice of the time and place of such meeting shall be emailed to each member of the Advisory Team at least seven days prior to the date of each meeting.
7. Compensation of Advisory Board: The Advisory Board shall serve without compensation except for reimbursement expenses subject to policy set by the Guild.

Individuals serving in any capacity with the Guild; Executive Team, Advisory Team, Committee member, employee will be required to sign the Code of Conduct.

Article 7: Executive Team

1. President: The principal officer of the Guild shall be the President of the Advisory Board and will preside at all meetings of the Advisory Board. Meetings of the Advisory Board will be conducted according to Robert's Rules of Order. They shall at all times represent and act for the Guild in its relationships with other organizations or groups, and shall, with the advice of the Advisory Board, pass upon and determine all questions of policy and public relations which may arise between meetings of the Advisory Board.
2. Vice President: The Vice President shall perform such duties as may be assigned by the President and shall preside at all meetings of the Guild in the absence or disability of the President. The Vice President will be in charge of Development.
3. Operations Director: The Operations Director shall attend all meetings of the membership and the Advisory Board and shall keep, or cause to be kept, the bylaws and documents of the Guild, and a true and complete record of all the votes and proceedings of such meetings and,

whenever necessary, certify such proceedings. The Operations Director will work with the Advisory Board to ensure committees of the Guild receive relevant information.

4. Treasurer: The Treasurer shall be responsible for preparation of the proposed annual budget and keep or cause to be kept the finances of the Guild and shall audit all expenditures made on the behalf of the Guild and render a statement of condition of finances of the Guild at each Advisory Board meeting and at the annual general membership meeting.

Individuals serving in any capacity with the Guild; Executive Team, Advisory Team, Committee member, employee will be required to sign a code of professional conduct.

Article 8: Code of Conduct

The Guild's policy is to maintain an environment that encourages mutual respect and is free from all forms of harassment and discrimination. Accordingly, the Guild is committed to providing a harassment free environment and to vigorously address complaints of harassment and discrimination at all levels of Leadership. We are committed to providing a harassment-free environment.

Harassment is any verbal, non-verbal, or physical contact that threatens, intimidates, silences, or coerces. We are equally committed to providing a mediated space for respectful discussion/debate, active listening, professionalism and boundary setting.

As members of a shared professional community, we expect individuals serving in any capacity with the Guild: Executive Team, Advisory Board, Committee member, or employee (Guild Leadership; in contrast to Guild members who will not be required to adhere to the Code of Conduct - no way to manage it). Guild Leadership is expected to comply with professional standards and ethical practices, including:

- Demonstrate respect for others; their property, their opinions, their work and the privacy of their personal lives;
- Refrain from engaging in any form of disruptive, discriminatory, harassing, or bullying behavior;
- Comply with the request to stop any harassing behavior;
- Treat all individuals respectfully, recognizing their human dignity, regardless of their diverse human characteristics including: race, color, religion, national origin, age, gender identity, sexual orientation, physical expression of self, citizenship, apparent or hidden disability, political affiliation, or veteran status.
- Refrain from making snide remarks (schadenfreude and 'dick-moves' are dependent on set and setting; aka, read the fucking room);
- Contribute to a positive, collaborative environment that is free from harassment, hostility, and offensive behaviors.
- Address conflicts in a positive and constructive manner; as appropriate, seek the mediation of the Advisory Board and Executive Team or a neutral third party.

- Refrain from maliciously or recklessly injuring or attempting to injure, whether directly or indirectly, the professional reputation of others;
- Refrain from being convicted of illegal business activities such as fraud, theft of property or funds, or antitrust violations;
- Refrain from knowingly pursuing deceptive or inaccurate advertising;
- Refrain from divulging to any person, firm, or company, information of a confidential nature acquired during the course of professional activities. Don't post, publish or release information or content that is proprietary or confidential.
- Behave in a safe, mature, courteous, considerate, and responsible manner at all Guild events and in all of the Guild's online spaces;
- When contributing to online discussions in non-Guild spaces, be transparent and don't contribute anonymously. Use your real name, if appropriate, identify your affiliation with the Guild and be clear about your role.
- Respect your audience. Don't publicly disparage Guild leadership, employees, members, sponsors, underwriters, affiliates, mimes, furies, customers, partners, prospects, readers and viewers.
- When disagreeing with others' opinions, keep it factual, appropriate and polite.
- When posting for your personal business or project, posts cannot imply any kind of endorsement by the Guild.
- Don't share personal information, without consent, about Guild Leadership, members, sponsors, affiliates, business partners.
- Do not publicly speculate about Guild activities, motivation, intention, leadership or make forward-looking statements about what the Guild can and cannot do.
- Don't register social media channels representing the Guild without prior consent.
- The Guild is not legally responsible for your personal posts (and you may be liable if found to be in violation of the code of conduct and/or the law.)
- Escalate questions to the Executive Team if you're not sure.

Guild Leaders who fail to comply with the Code of Conduct may be terminated following a discussion with the Advisory Board that may or may not include the individual, and a unanimous vote by the Executive Team.

Article 9: Finances

Potential Revenue Streams

Membership

Free at this time.

Merchandise

Sponsorship/Underwriting

Financial projection

We need to start inputting data into the spreadsheet shared with the team.

Sponsorship packages will be event/project specific and tiered. Packages will be determined according to needs of event. (we will need to document the guidelines of how to make these determinations)

Smartsheets Sponsorship tracker

Projects

The term 'Projects' includes revenue generating operational activities that do not fall into the Education or Events categories ex) conducting primary research or scientific testing - the Legacy Cannabis Genetics project is an example of both. Sarah's Homegrow project would fall into 'Projects', anything academically rigorous that would likely be funded by grants. In my experience, grants can only be received by a federally recognized 501c. Tanner of MN Cannabis College has already offered to act as a fiscal sponsor for us if that is a requirement of a grant we seek. Typically, fiscal sponsors take a percentage of the grant as compensation.

Events

Article 10: Committees

1. Establishment: The Board of Directors may also, from time to time, appoint such other committees as it may deem proper, and may prescribe the functions and membership of such other committees. The Board President appoints all committee chairs. Each committee shall include one current Board of Directors member.

2. Meetings: Meetings of the individual committees may be held at such time and place as may be determined by a majority of the committee, by the Chair, or by the Board of Directors. Notice of meetings shall be given to the committee's members at least five (5) working days in advance of the meeting unless all members agree to a shorter notification. A majority of the committee's membership shall constitute a quorum.

Article 12: Indemnification; Standard of Conduct

1. Indemnification: Every Director, Officer or Employee of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred or imposed upon him/her in connection with any proceedings to which he/she may be made a party, or in which he/she may become involved, by reason of his being or having been a Director, Officer or Employee at the time such expenses are incurred except in cases wherein the Director, Officer or Employee is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, Officer or Employee may be entitled.

2. Conflict of Interest. The purpose of the conflict of interest policy is to protect this organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

a. Definitions. An interested person, for purposes of this conflict of interest policy is any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below:

1. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family.

a. An ownership or investment interest in any entity with which the organization has a transaction or arrangement,

b. A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement.

d. Is directly or indirectly associated with an organization that is in competition for grants/funding.

2. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

3. The fact that one of the interests described above has occurred does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances that a conflict exists precludes board action. As provided in this Article the Board shall determine whether a conflict exists.

b. The Board shall not enter into any contract or transaction with (a) one or more of its directors, (b) a director of a related organization or (c) an organization in or of which a director of the Association is a director, officer or legal representative, or in some other way has a material financial interest unless:

1. Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of relationships and involvement with competing organizations, the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The

remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. The interested Director may be present for discussion to answer questions but may not advocate for the action to be taken, cannot be included to establish a quorum for the meeting, and must leave the room while a vote is taken. The minutes of all actions taken on such matters shall clearly reflect that these requirements have been met.

3. Compensation: This subsection shall govern when compensation from this organization is being determined.

a. A voting member of the governing board who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

4. Standard of Conduct. Each director and officer shall discharge his or her duties as a director or officer in good faith, in a manner which the director or officer reasonably believes to be in the

best interest of the Guild, and with care, an ordinarily prudent person in a like situation would exercise under similar circumstances. Individuals serving in positions of authority are prevented by their non-disclosure agreement from commenting publicly or privately on the non-published activities of the Guild. Violation is grounds for dismissal.