

**BYLAWS OF
THE GREEN HOUSE COLLECTIVE**
A Wyoming Nonprofit Corporation
Effective February 13, 2023

**ARTICLE I
GENERAL**

1.1 Name; Purposes. The Green House Collective (“The Green House Collective”) is incorporated as a non-profit corporation under the laws of the State of Wyoming. The business of the corporation may be conducted as “The Green House Collective” or just “Green House Collective.” The Green House Collective is authorized to conduct any and all lawful business for which corporations can be organized within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code. The primary purposes for which this corporation is organized and shall be administered and operated includes, but is not limited to: (i) Establishing and operating one or more all-ages venues in Laramie, Wyoming at which guests of all identities feel welcome; (ii) Providing a venue for independent and upcoming musical acts from Wyoming and elsewhere, and compensating artists for performing at shows; and (iii) Providing the Laramie community with other creative services and opportunities, including but not limited to workshops, gallery spaces, stage plays, and other non-musical performances and creative endeavors.

1.2 Activities and IRC Section 501(c)(3) Purposes. The activities engaged by The Green House Collective shall be limited to those permitted by the Internal Revenue Code as may be allowed from time to time according the tax exempt status which The Green House Collective may be registered as, and, otherwise any activity which may promote the purposes of The Green House Collective. The Green House Collective is organized exclusively for charitable and educational purposes centered around arts and music including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

1.3 No Capital Shares; Exempt Activities Limitation. The Green House Collective shall have no capital shares or shareholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of The Green House Collective’s gain, profit, or property inure to the incorporators thereof, nor officer of director thereof, except that the corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.1 above and its Articles of Incorporation (hereinafter the “Articles”). The corporation’s entire gain, profit, net earnings, and property shall be devoted exclusively to the charitable and other uses and purposes set out in Section 1.1 above and the Articles.

The corporation shall not carry on any other activities not permitted to be carried on by any organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or by an organization,

contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or corresponding section of any future federal tax code.

No officer or director of The Green House Collective shall be paid or receive directly or indirectly any profit or pecuniary advantage. Any receipts of The Green House Collective in excess of the ordinary expenses of The Green House Collective shall inure to the benefit of The Green House Collective and shall be applied by the directors thereof to any and all expenses incurred in carrying out any and all of the purposes of The Green House Collective. Any donations to be made and philanthropies and charities to be benefited by The Green House Collective will be determined by a majority vote of the directors on a case-by-case basis.

1.4 No Officer or Director Liability. The officers and directors of The Green House Collective shall not be individually liable for The Green House Collective's debts or other liabilities, and the private property of such individuals shall be exempt from any corporate debts or liabilities.

1.5 Indemnification. The Green House Collective shall defend, indemnify, and hold harmless every director, officer, or committee member, their heirs, executors, or administrators against liability and expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they may be made a party by reason of being or having been such director, officer, or committee person, except in relation to such matters as to which they shall be adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty; but such indemnification shall not be deemed exclusive of any other rights to which such director, officer, or committee person may be entitled under these bylaws, by agreement, vote of Board of Directors, or otherwise.

Expenses incurred by a director, officer, or committee person in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, if authorized by the Board for a specific case, and only upon the Board's receipt of: (i) a written affirmation from the director, officer, or committee member on their good faith belief that they are entitled to indemnification as authorized in this article; and (ii) an undertaking by or on behalf of the director, officer, committee member to repay such amount, unless it shall be ultimately determined that they are entitled to be indemnified by the corporation in these Bylaws.

1.6 Principal Office. The principal office for The Green House Collective shall be that which is designated by a majority vote of the Board of Directors, or otherwise as registered with the Secretary of the State of Wyoming as registered office and registered agent, if applicable. The principal office of The Green House Collective shall be located at any place either in the City of Laramie, County of Albany, and State of Wyoming as designated in The Green House Collective's most recent current Annual Report filed with the Secretary of State of Wyoming. The Green House Collective may have such other offices within the State of Wyoming as the Board of Directors may determine or as the affairs of The Green House Collective may require from time to time.

1.7 Registered Office and Registered Agent. The Green House Collective shall maintain a registered office and a registered agent in the State of Wyoming as required by the

laws of the State of Wyoming. The registered office may be, but need not be identical with the principal office in the State of Wyoming. The Board of Directors may change the registered office's address from time to time by complying with the laws of the State of Wyoming as they may apply.

1.9 Powers. The Green House Collective shall have all powers as allowed and granted by the laws of the State of Wyoming to a nonprofit corporation. The Green House Collective has the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes for which it has been organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The legal powers of The Green House Collective may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

ARTICLE II BOARD OF DIRECTORS

2.1 Management by Directors. The management of The Green House Collective shall be vested in a Board of Directors (herein also referred to as the "Board") of not less than three (3) nor more than fifteen (15) persons who are at least eighteen (18) years of age and an affiliate within the affiliate classifications created by the Board. All corporate legal powers shall be exercised by or under the authority of the Board and the affairs of The Green House Collective shall be managed under the direction of the Board, except as may otherwise be provided by law.

2.2 Terms. The term of each new director shall be for two (2) years beginning January 1 and ending December 31, or until their successor is elected. All new directors will be voted on by the directors then-serving at the annual meeting and a majority vote will be required to be retained as a director. There are no term limits for directors and may have terms in succession. Terms shall be staggered so that approximately half of the directors will end their terms in a given year.

2.3 Number of Directors. The Board of Directors shall have the right to increase and decrease, within the limits above set forth, the number of directors by a vote of the majority of the directors present at a properly called meeting of the Board of Directors. In the event the number of directors is increased, the then-serving directors shall elect the additional directors by a vote of the majority of directors present at a properly called meeting and such additional directors shall serve until the next annual meeting or until their successors are elected and assume their duties.

2.4 Vacancies. Any vacancy occurring on the Board of Directors shall be filled by a vote of the majority of the then-serving directors present at a properly called meeting of the Board, and the director elected to fill such vacancy shall serve for the balance of the term remaining for the director being replaced. On the occasion of any vacancy on the Board of

Directors, remaining directors may terminate the vacated position by vote of the majority of the then-serving directors present at a properly called meeting of the Board of Directors.

2.5 Annual Meeting. Every January, there shall be an Annual Meeting of the corporation. The purpose of the Annual Meeting shall be, in addition to matters as required by these bylaws or the Board of Directors, to review the work of The Green House Collective and to develop planning for carrying forward the purposes of The Green House Collective.

2.6 Regular Meetings. The Board of Directors shall hold at least four (4) regular meetings each calendar year on a day and at a time and place as may be determined by the Board. Regular meetings must be announced at least four (4) days prior to the date of the meeting by first class mail, electronic mail, or facsimile transmission. Notice of a regular meeting that is delivered personally by telephone may be provided at least forty-eight (48) hours in advance. The purpose of a regular meeting need not be specified.

2.7 Special Meetings. Special meetings of the Board of Directors, for any purpose, unless otherwise prescribed by statute, may be called by the President, Communications Director, Secretary, Treasurer, or any two other directors. Special meetings must be announced at least two (2) days prior to the date of the meeting by first class mail, electronic mail, facsimile transmission, or by telephone. The purpose of a special meeting need not be specified.

2.8 Notice of Meetings; Waiver. If notice of a meeting is sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. When all directors are present at any such special meeting, or if those not present sign a waiver of notice of such meeting or subsequently ratify all the proceedings thereof, in writing, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.9 Removal. A director may be removed by a two-thirds vote of then-serving directors for any of the following reasons:

- A. A director misses two (2) or more regular meetings in a 12-month period without notifying other members of the Board. The President may excuse directors from attendance for any reason deemed reasonable by the President. The president may not excuse themselves from attending meeting and in the case they cannot attend, the Communications Director may excuse the President for their reasonable absence. Any director who has reasonable justification for non-attendance may, at their request to the Board, or by independent action of the Board, be granted and excused for a definite or indefinite term of leave of absence.
- B. It is deemed in the best interests of The Green House Collective that a particular director be removed for any reason, with or without cause, provided that before any meeting of the Board at which a vote of removal is to be made the director at issue is given electronic or written notification of the Board's

intention to discuss their removal and is offered the opportunity to be heard at a meeting.

2.10 Quorum. A quorum for the transaction of business at any meeting of the directors shall consist of a majority (more than 50%) of the total number of the directors of The Green House Collective immediately prior to the meeting. No business shall be considered by the board at any meeting at which quorum is not present.

2.11 Proxies. At any meeting of the Board, a director may vote by proxy executed in writing by the director or by their duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary before or at the time of such meeting. No proxy shall be valid after ninety (90) days from date of execution, unless otherwise provided in the proxy.

2.12 Manner of Acting. Except as otherwise required by law or provided for in the Articles or these bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. In addition, and unless otherwise provided by law, any action required to be taken at a meeting of the Board, or any other action which may be taken at a meeting by the Board, may be taken without a meeting if a consent in writing (which includes consent via e-mail), setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject thereof. If directors are unable to approve a decision due to an equal number of votes, the President or Treasurer, in the order of presence, shall have the power to swing the vote at their discretion.

2.13 Presumption of Assent. A directors who is present at a meeting at which action on any matter is taken shall be presumed to have assented to the action taken, unless their dissent shall be entered in the minutes of the meeting or unless they shall file a 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 e-mail or certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

2.14 Form of Meeting. Directors may participate in any meeting by means of conference telephone call, online videoconference, or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

2.15 Ex-Officio Members. The Board of Directors may, from time to time as deemed necessary, appoint, discontinue appointment, or remove ex-officio non-voting members to the Board of Directors.

2.16 Compensation. Directors shall receive no compensation for carrying out their duties as directors. The Board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings. However, directors may be compensated for providing professional services to the corporation. Such remuneration shall be reasonable and fair to the

corporation and must be reviewed and approved in accordance with any applicable law and Conflict of Interest policy that may be adopted by the Board.

ARTICLE III OFFICERS

3.1 Elections. The Board shall elect the officers of The Green House Collective, who shall serve at the pleasure of the Board of Directors. Such election shall regularly take place during the annual December meeting of the Board, provided, however, that elections of officers may be held at any other meeting.

3.2 Officers. The officers of The Green House Collective shall initially consist of a President, Secretary, Treasurer, Communications Director, and Facilities Director, who shall be members of the Board of Directors. Each officer shall have the authority and shall perform the duties set forth in these Bylaws or by the resolution of the Board or by the direction of an officer authorized by the Board to prescribe the duties and authority of the other officers.

The Board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the Board may determine.

One person may hold two or more offices, but no officer may act in more than one capacity where action of two or more officers is required.

The Board of Directors may designate additional officer positions of the corporation who are not required to be directors, and may appoint and assign duties to these other non-director officers of the corporation.

3.3 Terms. The term of each officer shall be one (1) year and each officer may be elected by the Board to no more than three (3) consecutive terms of office. Provided, however, that if an officer is unanimously elected by the Board at the end of their third-consecutive term to fill a vacancy in an officer position, that officer's term of office shall begin upon the adjournment of the board meeting at which they were elected and shall end upon the adjournment of the meeting during which a successor is elected.

3.4 Vacancies. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

3.5 Removal; Resignation. All officers and agents shall be subject to removal at any time and for any reason (with or without cause), by the affirmative vote of a two-thirds (2/3) majority vote of the directors. Any officer may resign at any time by giving written notice to the Board without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any resignation shall take effect upon the Secretary's receipt of the notice or at any later time specified in the notice, unless otherwise specified on the notice. The acceptance of the resignation shall not be necessary to make it effective.

3.6 Succession. At least two months prior to the expiration of an Officer's term, the outgoing Officer will train his or her newly elected successor. By the end of the term, the outgoing Officer will turn over all duties related to that office to the incoming Officer, including relinquishing all property, documentation, information, and access to social media sites, e-mail accounts, etc., that is related to that office in a timely manner. Failure to so timely transfer or otherwise relinquish The Green House Collective property and information may result in disciplinary or legal action, including but not limited to expulsion from The Green House Collective.

3.7 Duties.

- A. **President.** The President shall be the chief volunteer executive of The Green House Collective. As such, the President shall lead the Board of Directors in performing its duties and responsibilities, shall have general charge of the activities of The Green House Collective, and shall see that all resolutions of the Board are carried into effect. The President shall preside at all meetings of the Board of Directors and shall, in general, supervise and control the business and affairs of The Green House Collective and perform all other duties incident to the office or properly required by the Board.
- B. **Secretary.** The Secretary shall be responsible for seeing that notice is given of all meetings, that minutes of such meetings are accurately transcribed and circulated in a timely manner, and for authenticating records of The Green House Collective. The Secretary shall keep or cause to be kept a book of minutes of all the minutes of all meetings and actions of directors and committees. The minutes of each meeting shall state time and place that it was held and such other information as shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary may appoint, with approval of the Board, a director to assist in performance of all or part of the duties of the Secretary. The Secretary shall perform such other duties common to this office and as the President or Board of Directors may prescribe.
- C. **Treasurer.** The Treasurer is the lead director for oversight of the financial condition and affairs of the corporation and as such shall have the custody of The Green House Collective's funds. The Treasurer shall oversee and keep the Board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the Treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions in the financial condition of the corporation, are made available to the Board on a timely basis or as may be required by the Board

The Treasurer shall be responsible for the full and accurate accounts of receipts and disbursements, and shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of The Green House Collective in such depositories as may be designated by the Board of Directors. The Treasurer shall be responsible for the disbursement of the funds of The Green House Collective as may be ordered by the Board, demanding proper vouchers for such disbursements and shall render to the directors at the regular meetings of the Board, or whenever they may require, an account of all The Green House Collective's financial transactions and of the financial condition of The Green House Collective. All checks drawn upon The Green House Collective's bank accounts shall be signed as directed by Resolution of the Board of Directors and as further provided in Article V herein. The Treasurer may appoint, with approval of the Board, a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the Treasurer. The Treasurer shall also perform the duties and exercise the powers of the Secretary in the absence or disability of the Secretary and shall perform such other duties as the President or Board of Directors may prescribe. If applicable, the Treasurer will also manage and maintain The Green House Collective merchandise, keeping an up-to-date inventory at all times.

D. **Communications Director.** The Communications Director shall oversee and keep the Board and other interested parties informed of the corporation's upcoming events and interactions with outside parties. In conjunction with other directors or officers, the Communications Director shall oversee event scheduling, communication with performing acts, and social media outreach, and shall ensure that communication lines remain open between all vested parties while necessary. In the absence or disability of the President, the Communications Director shall also perform the duties and exercise the powers of the President. When so acting, the Communications Director shall have all the legal powers of and be subject to all the restrictions upon the President. The Communications Director shall normally accede to the office of President upon the completion of the President's term of office, if receiving the required approval of the Board. The Communications Director may appoint, with approval of the Board, an individual who is not a director to assist in performance of all or part of the duties of the Communications Director. The Communications Director officer shall also perform any other such other duties as the President or Board of Directors may prescribe.

E. **Facilities Director.** The Facilities Director shall oversee maintenance and operations of the corporation's public spaces. In conjunction with other directors or officers, the facilities director shall oversee

equipment procurement and installation, communication with volunteers and employees, and other maintenance required for performances. The facilities director shall also oversee cleanliness and maintenance of the corporation's public spaces when not in use. The facilities director shall indicate points of concern to other members of the board as required. The facilities director may appoint, with approval of the Board, any individual who is not a director to assist in performance of all or part of the duties of the Facilities Director. The Facilities Director shall also perform such other duties as the Board of Directors may prescribe.

ARTICLE IV COMMITTEES

4.1 Committees. The Board of Directors may, by the resolution adopted by a majority of the then-serving directors, create committees as shall be necessary to conduct the business of The Green House Collective. The Board of Directors shall prescribe the duties, powers, and functions of each committee and assistant herein authorized. A committee must consist of at least two (2) directors and shall serve at the pleasure of the Board. Other members of the committee may be individuals who are not directors or officers of the corporation. Any committee, to the extent provided in the resolution, shall have all the authority of the Board, except that no committee, in any event and regardless of resolution, may:

- (i) Take any final action on matters which also requires Board approval;
- (ii) Fill vacancies on the Board of Directors or in any committee which has the authority of the board;
- (iii) Amend or repeal Bylaws or adopt new Bylaws;
- (iv) Amend or repeal any resolution which by its express terms is not so amendable or repealable;
- (v) Appoint any other committees of the members of these committees;
- (vi) Expend corporate funds to support a nominee for director; or
- (vii) Approve any transaction: (i) to which the corporation is a party and one or more directors have a material financial interest; or (ii) between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a financial interest.

4.2 Meeting and Actions of Committees. Meetings and actions of the committees shall be governed by and held and taken in accordance with, the provisions of Article II of these Bylaws concerning meetings of the directors; with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its directors, except that the time for regular meetings of committees may be determined either by resolution or consensus of committee members. Notice of special meetings of committees shall also be given to any and all alternative members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The governing body may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

4.3 Informal Action. Any action required or permitted to be taken by the committee at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum of committee members. For purposes of this section, an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of the provision is to allow the committee to use e-mail to approve actions, so long as a quorum gives consent.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Fiscal Year. The fiscal year of The Green House Collective shall begin on the 1st day of January and end on the 31st day of December.

5.2 Amendments. Amendments to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the Board of Directors. These Bylaws amended, altered, repealed, or restated by a vote of the majority of directors in office at a meeting of the Board, provided, however that written notice of intention to make, amend, or repeal the bylaws, in whole or in part, shall have been given ten (10) days in advance to the then-serving directors of The Green House Collective. An amendment that affects the voting rights of directors requires ratification by at least a two-thirds (2/3) vote of a quorum.

In no event may an amendment be made to these Bylaws which would be inconsistent with the Articles of Incorporation or that would cause the corporation to cease to qualify as a tax-exempt corporation under section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code. An amendment cannot affect the voting rights of directors.

5.3 No Authority to Borrow. Unless otherwise specifically authorized by resolution of the Board, no one has power or authority to borrow money for the general interest or on behalf of The Green House Collective. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board. Such authority may be general or confined to specific instances.

5.4 Contracts and Conveyances. Except as otherwise provided by resolution or policy of the board, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the Treasurer or other persons to whom the Board has delegated authority to execute such documents in ordinance with policies approved by the Board. Any Officer or Director may enter into and execute contracts, conveyances or other instruments in the name and behalf of The Green House Collective only after said instrument has been presented at a meeting of the Board and a majority of the directors, after having an opportunity to review and discuss the instrument, have approved an Officer or Director to so sign.

5.5 Checks and Other Orders. All checks, drafts, notes or other orders for the payment of money, or other evidences of indebtedness issued in the name of The Green House Collective shall be signed by either the President or Treasurer, or any other authorized officer so designated by a resolution of the Board of Directors. Two (2) authorized officers of the Board of Directors must sign all or any disbursements of funds greater than Five Hundred and 00/100 Dollars (\$500.00). One (1) authorized officer of the Board of Directors may sign any disbursement of funds equal to or less than \$500.00.

5.6 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, just companies, or other depository as the Board or a designated committee may select.

5.7 Books and Records. The corporation shall keep uncorrupt and complete books and records of accounts and shall keep minutes of the proceedings of all meetings of its board, a record of all actions taken by Board of Directors without a meeting, and a record of all actions taken by committees of the organization. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

5.8 Conflict of Interest. The Board shall meet periodically to review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or agreement which may benefit any director, officer, employee, affiliate, or member of a committee with Board-delegated powers.

5.9 Nondiscrimination Policy. The officers, committee members, employees, and person served by this corporation shall be selected entirely on a non-discriminatory basis with respect to age, sex, gender, race, religion, national origin, and sexual orientation. It is the policy of The Green House Collective not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran status, political service or affiliation, color, religion, or national origin.

5.10 Counter-Terrorism and Due Diligence Policy. In furtherance of its tax exemption by contributions to other organizations, domestic or foreign, The Green House Collective shall stipulate how the funds will be used and shall require the recipients to provide the corporation with detailed records and financial proof about the funds were utilized.

Although adherence and compliance with the US Department of Treasury publication the "Voluntary Best Practice for US-based Charities" is not mandatory, The Green House Collective willfully and voluntarily recognizes and puts into practice these guidelines and suggestions to reduce, develop, reevaluate, and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organization and their support networks.

The Green House Collective shall also comply with and put into practice the federal guidelines, suggestion, laws, and limitations set forth by pre-existing US legal requirements related to combating terrorist financing, including, but not limited to, various sanctions programs administered by the office of foreign assets counsel in regard to its foreign activities.

5.11 Distribution upon Dissolution. Upon the dissolution of the corporation, or in the event it shall cease to carry out the purposes set forth in these Articles, the Board of Directors shall, after making arrangements for the payment of all legally owing debts and liabilities of the corporation, distribute the corporation's remaining property and assets for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, which, at least generally, serves a purpose similar to those of this corporation as set forth in these Articles, giving preference to organizations located in the State of Wyoming.

5.12 Judicial Intervention upon Dissolution. If a majority of the Board of Directors cannot agree on an organization to distribute said assets, the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against The Green House Collective by one or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. This court upon a finding that this section is applicable shall select the qualifying organization or organizations to review the assets to be distributed, giving preference if practicable to organizations located in the State of Wyoming. In the event that the court shall find that there is no qualifying organization known to it which has a charitable purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to a federal, state, or local governmental body or agency for a public purpose similar to that of this corporation, giving preference to organizations located in the State of Wyoming.

5.13 Non-Voting Affiliates. The directors may approve classes of non-voting affiliates with rights, privileges and obligations as may be established by the Board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of The Green House Collective. The Board has the authority to admit any such individual or organization as an affiliate, to recognize representatives of the affiliates, and to make determinations as affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared or sold to other organizations or groups without the affiliate's consent. At the discretion of the Board, affiliates may be given endorsement, recognition, and media coverage at fundraising activities clinics, other events or at the corporation website. Affiliates have no voting rights and are not members of the corporation. Any dues for affiliates shall be determined by a resolution of the Board.

Upon approval and acceptance by the Board of Directors, these Bylaws stand as the sole terms and conditions of The Green House Collective for future operations.

CERTIFICATION

I, the undersigned Secretary of The Green House Collective, do hereby certify that the above and foregoing Bylaws were duly adopted as bylaws of The Green House Collective to be effective as of the 13th day of February, 2023, and that the same do now constitute the bylaws of The Green House Collective, a Wyoming nonprofit corporation.

Nick McDill, Secretary

Date