

**CANNABIS COMPACT BETWEEN
THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY AND
THE STATE OF MINNESOTA**

Article I. General Provisions

- A. Authority. This Cannabis Compact between the Shakopee Mdewakanton Sioux Community and the State of Minnesota (“Compact”) is entered into pursuant to Minnesota Statutes, sections 3.9224 and 3.9228 (the “Compacting Legislation”).
- B. Parties. The Parties to this Compact are the Shakopee Mdewakanton Sioux Community, a federally recognized Indian tribe with its principal office located at 2330 Sioux Trail NW, Prior Lake, MN 55372 (“Tribe”), and the State of Minnesota, a state within the United States possessing the full powers of state government (“State”) (individually, a “Party” and collectively, the “Parties”).
- C. Purpose and Intent of Compact. The Tribe has a sovereign right to regulate the Cannabis industry on Tribally Regulated Land and address other matters of Cannabis regulation, without regard to whether the Tribe has entered into a compact. The purpose of this Compact is to proactively address jurisdictional issues related to the regulation of the Cannabis industry. The intent of this Compact is to facilitate and promote a cooperative and mutually beneficial relationship between the State and the Tribe regarding the legalization of Cannabis, and to enhance public health and safety, ensure a lawful and well-regulated Cannabis market, encourage economic growth, and provide fiscal benefits to the Tribe.
- D. Term. This Compact shall remain in effect in perpetuity or until it is terminated by either Party pursuant to the terms of this Compact.
- E. Compact Applicability Limitation. Compacting Legislation provides a unique set of criteria for establishing and authorizing this Compact. Nothing put forth herein shall be interpreted or construed to apply to, for, or to establish precedent for, any matter outside of Cannabis-related activity specifically authorized pursuant to Compacting Legislation. Amendment or repeal of the Compacting Legislation shall not operate to amend or terminate this Compact.
- F. Citations to Minnesota Statutes. Any definitions which cite to chapter 342 of the Minnesota Statutes or any other State law are for short-hand and efficiency purposes only.
- G. References to Regulatory Entities. The State is a Party to this Compact and the Office of Cannabis Management (“OCM”) shall from time to time throughout this Compact be referred to separately, and in this Compact when OCM is required to perform or act the State shall cause OCM to do so. Likewise, the Tribe is a Party to this Compact and the Tribal Regulatory Agency (“TRA”) shall from time to time throughout this Compact be referred to separately, and in this Compact when the TRA is required to perform or act the Tribe shall cause the TRA to do so.
- H. Taxation. Consistent with Minnesota Statutes, section 295.81, subdivision 4(d) and Minnesota Statutes, section 297A.67, subdivision 39, the Tribe shall not be required to collect or remit any State sales, use, or gross receipts tax for Cannabis sales by Tribally Licensed Cannabis Businesses on Tribally Regulated Land.

- I. No Tribal Consent to State Licenses Within Tribally Regulated Land. The Parties agree that the State shall not issue any Cannabis licenses to individuals or entities for facilities located within Tribally Regulated Land. This section does not prohibit the State from entering into a memorandum of understanding with the Tribe to operate a testing facility on Tribally Regulated Land.
- J. No Limitation. The Parties agree that the execution of this Compact and the benefits and obligations that arise therefrom shall not be construed as limiting any otherwise lawful activity of the Tribe, its government, or its business enterprises, nor subject the Tribe, its government, or its business enterprises to any State jurisdiction not otherwise agreed to in this Compact.
- K. Severability. If any provision of this Compact or its application to any person or circumstance is held invalid, the remainder of the Compact shall not be affected and shall remain in full force.
- L. Capitalization. Capitalized terms shall have the same meaning as set forth in Minnesota Statutes, section 3.9228, subdivision 1.
- M. Ratification. The Parties have secured all required approvals to enter this Compact and the undersigned are authorized to sign and bind their respective Party. The Compact is effective upon signature by both Parties.

Article II. Definitions

A. Definitions.

1. "Cannabis" shall mean and include the definitions of "Cannabis concentrate," "Cannabis flower," "Cannabis product," "Cannabis seed," "Cannabis plant," and Cannabis defined by the Compacting Legislation.
2. "Cannabis Activity" may include any action or operation related to the commercial cultivation, production, processing, manufacturing, distribution, wholesaling, sale, possession, use, transportation, or delivery of Cannabis authorized by a license issued by the Tribal Regulatory Agency pursuant to this Compact.
3. "Genealogical Data" shall mean and include information demonstrating each individual Cannabis plant's origin and product history from its original seed to its ultimate disposition.
4. "Medical Cannabis" shall mean Cannabis produced by a State licensee approved to cultivate or manufacture for sale Medical Cannabis flower or medical cannabinoid products.
5. "Office of Cannabis Management" or "OCM" shall mean that agency of the State of Minnesota which is authorized by Minnesota law to oversee the enforcement of the State's civil regulatory Cannabis program, as the same may be redesignated from time to time by the State.

6. “Seed-to-Sale Tracking System” shall mean the maintenance of comprehensive records of cultivation, manufacturing, transportation, and sale activities, including but not limited to plant inventory, cultivation methods employed, and any applied treatments or amendments, ensuring complete traceability and accountability from seed to sale.
7. “State-Licensed Cannabis Business” shall mean any business holding a license from OCM pursuant to Minnesota Statutes, chapter 342.
8. “Termination” or “Termination Date” shall mean the date on which the Tribe or State terminates this Compact; otherwise, this Compact shall remain in effect in perpetuity.
9. “Transporter License” shall mean a license entitling the license holder to perform the equivalent of the following: transport immature Cannabis plants and seedlings, Cannabis flower, Cannabis products, and artificially derived cannabinoids between Cannabis businesses engaged in Cannabis Activity.
10. “Tribe” shall mean the Shakopee Mdewakanton Sioux Community.
11. “Tribal Regulatory Agency” or “TRA” shall mean the Shakopee Mdewakanton Sioux Community Cannabis Commission, which is authorized by the Tribe’s governing body to oversee the enforcement of the Tribe’s civil regulatory Cannabis program, as the same may be redesignated from time to time by the Tribe.
12. “Tribally Licensed Cannabis Business” shall mean all businesses licensed by the Tribal Regulatory Agency, pursuant to its Tribal Code, to engage in Cannabis Activity. References to “tribally licensed Cannabis business” shall mean a tribally licensed Cannabis business other than a Tribally Licensed Cannabis Business.

Article III. Scope and Applicability of Compact

A. Compacted Cannabis Activity.

1. Cannabis Activity occurring within Tribally Regulated Land is outside the scope of this Compact and under the sole regulatory authority of the Tribe. By entering into this Compact, the Tribe does not submit to the jurisdiction of the State or a Local Jurisdiction with regard to any such activities. This paragraph is being agreed to by the State due to the Tribe’s decision to decline any opportunity to engage in Cannabis Activity off Tribally Regulated Land.
2. This Compact authorizes Tribally Licensed Cannabis Businesses to purchase, possess, and receive Cannabis and Medical Cannabis from State-Licensed Cannabis Businesses provided that such transactions are recorded in the Seed-to-Sale Tracking System, and provided the Cannabis and Medical Cannabis is transported by State-Licensed Transporters. Nothing in this Compact authorizes the delivery, distribution, or sale of Cannabis or Medical Cannabis cultivated on Tribally Regulated Land to State-Licensed Cannabis Businesses.

B. Authorization to State-Licensed Cannabis Businesses and Patrons.

1. State-Licensed Cannabis Businesses may sell, deliver, transport, and distribute adult-use Cannabis seed, flower, adult-use Cannabis products, and Medical Cannabis to any Tribally Licensed Cannabis Business provided that such transactions are recorded in the Seed-to-Sale Tracking System. Such acts shall not constitute a criminal or civil offense under State law.
2. State-Licensed Cannabis Businesses holding Testing, Transporter, or Delivery Licenses may be licensed by both the Tribal Regulatory Agency and OCM, provided that, for Transporter or Delivery Licensees, the State-Licensed Cannabis Business does not maintain a permanent facility within the Tribe's Tribally Regulated Land. No other State-Licensed Cannabis Businesses may be licensed by both the Tribal Regulatory Agency and OCM. There is no prohibition against State-Licensed Cannabis Businesses having common ownership with businesses licensed by the Tribal Regulatory Agency. This provision does not prevent the Tribe from requiring licensing, registration, or permitting of State-Licensed Cannabis Businesses, in all license categories, as a condition for conducting Cannabis transactions with any entity duly licensed by the Tribal Regulatory Agency, so long as such licensing, registration, or permit is for the equivalent of vendor background purposes and does not allow the State-Licensed Cannabis Businesses to conduct cultivation, manufacturing, wholesale, retail, testing, or event activities within Tribally Regulated Land. OCM shall respond to any inquiry from the Tribal Regulatory Agency requesting confirmation that a specific person or entity has not been licensed by OCM within two (2) business days.
3. Patrons of Tribally Licensed Cannabis Businesses may purchase, possess, and receive Cannabis from Tribally Licensed Cannabis Businesses provided that such transactions occur on Tribally Regulated Land pursuant to Tribal law and the patron is informed that the patron cannot leave Tribally Regulated Land in possession of more Cannabis than the State possession limit. Such acts shall not constitute a criminal or civil offense under State law.

C. Medical Cannabis.

1. This Compact primarily addresses Cannabis intended for adult recreational use. This Compact authorizes Tribally Licensed Cannabis Businesses licensed by the Tribal Regulatory Agency to purchase Medical Cannabis from State-Licensed Cannabis Businesses licensed or endorsed to sell Medical Cannabis. The Medical Cannabis must be transported or delivered to the Tribally Licensed Cannabis Business located on, about, or within Tribally Regulated Lands of the Tribe. Once within the Tribally Regulated Lands of the Tribe, the Medical Cannabis may be recategorized as adult use, if permitted by the Tribe's Code, provided that any such recategorized Medical Cannabis may thereafter only be sold on the Tribe's Tribally Regulated Land to a retail customer. Recategorizing a product includes extracting, distilling, and isolating cannabinoids.

2. Any such Medical Cannabis that is not recategorized may thereafter be sold to (i) other Minnesota Tribal Governments (or their respective licensed or authorized tribal enterprises or tribally licensed Cannabis businesses), and (ii) a consumer on Tribally Regulated Land. In order to sell Medical Cannabis (which is not recategorized) to another Minnesota Tribal Government (or its respective licensed or authorized tribal enterprises or tribally licensed Cannabis business), the Tribe must utilize an exclusively medical Metrc instance to track such Medical Cannabis, and provide OCM appropriate access to the Metrc instance.
- D. Closed Loop. Other than retail sale to consumers, this Compact does not authorize Tribally Licensed Cannabis Businesses to conduct Cannabis Activity with any person or entity not licensed by OCM.
- E. Criminal Jurisdiction. Nothing in this Compact shall be interpreted as limiting the criminal jurisdiction of the State of Minnesota.
- F. Acknowledgment of Tribal Sovereignty and Immunity. The State acknowledges the inherent sovereignty of the Tribe as an independent, self-governing nation with the authority to regulate and govern its internal affairs, including without limitation all Cannabis Activity occurring on Tribally Regulated Land. The State recognizes and respects the principle of Tribal immunity.
- G. State Does Not Concede Immunity. By entering into this Compact, the State does not concede its immunity, except as otherwise specifically authorized herein or under State law.

Article IV. Tribal Regulation and Seed-to-Sale Tracking

- A. Tribal Regulatory Agency. The Tribe has enacted a comprehensive Cannabis Ordinance that establishes a Cannabis Commission to carry out enforcement of Tribal law with regard to the regulation of Cannabis Activity. The Tribe shall license and regulate all Cannabis Activity that occurs on the Shakopee Mdewakanton Sioux Community Reservation pursuant to a comprehensive Cannabis Ordinance.
- B. Seed-to-Sale Tracking.
1. The State has selected Metrc as its statewide Seed-to-Sale Tracking System.
 2. The Tribe has also selected Metrc for its Seed-to-Sale Tracking System for all Compacted Cannabis Activity under the jurisdiction of the Tribal Regulatory Agency. Notwithstanding anything to the contrary herein, neither the State nor OCM shall have access to the Seed-to-Sale Tracking System implemented by the Tribe, the Tribal Regulatory Agency, or any Tribally Licensed Cannabis Business, except with respect to Compacted Cannabis Activity.
 3. OCM shall contract with Metrc to create and implement the seamless instance-to-instance transfer of Metrc data between the Tribe's Metrc instance and the State's Metrc instance. All batches transferred between instances shall contain immediate access to all genealogical, historical, and testing data associated with the batch, allowing the receiving Party's

regulatory authority to be able to determine the origin and full product history of any batch transferred. The Metrc instance to instance system shall not require Cannabis transferred from one instance to the other to be retagged.

4. The State and the Tribe agree that for the purposes of this Compact, Genealogical Data consists of information sufficient to allow the receiving Party's regulatory authority to determine the origin and product history of Cannabis, from seed planted to ultimate disposition.
 5. Each Party shall provide the other written notice of any external transfers from the State's Metrc instance to the Tribe's Metrc instance. All Cannabis will be retagged when it enters the new jurisdiction.
 6. If a Tribally Licensed Cannabis Business purchases Medical Cannabis from a State-Licensed Cannabis Business, the Medical Cannabis shall also be subject to the Tribe's Seed-to-Sale Tracking System and shall be included in the subjurisdiction permitting OCM to have full visibility with regard to its whereabouts and ultimate disposition.
 7. The State and the Tribe agree that information disclosing quantitative Cannabis Activity, price data, and financial information entered into the Seed-to-Sale Tracking System by the Tribe or Tribally Licensed Cannabis Businesses is subject to the trade-secret exception for disclosure of information as defined by Minnesota Statutes, section 13.37.
 8. Modification of the foregoing provisions is permitted in the following circumstances:
 - a. If, in the future, Seed-to-Sale Tracking Systems from different vendors are able to seamlessly handle transactions and external transfers between them, the Tribe and the State may use systems from different vendors, provided the minimum standards set forth above are met and the Parties agree in advance of changing vendors that such minimum standards are met.
 - b. If OCM decides to replace Metrc with another Seed-to-Sale Tracking System in the future, the Parties shall meet and determine the transition to and the implementation of the new system to meet the goals of a Seed-to-Sale Tracking System and effectively track Cannabis moving between the State and Tribal regulatory jurisdictions.
 - c. If the planned Seed-to-Sale Tracking System measures provided in Article IV(C)(2)–(5) above are unworkable, or impractical such that the purpose of the Compact is substantially frustrated, then OCM and the Tribal Regulatory Agency may agree on different implementation specifications for a Seed-to-Sale Tracking System.
- C. License Limitations Outside of Tribally Regulated Land. The Tribe has declined to include in this Compact the authority for its Tribal Regulatory Agency to license any Cannabis Activity occurring off Tribally Regulated Land.

D. Mutual Respect of Sovereigns. It is the intent of the Compact to acknowledge the government-to-government relationship between the Parties, and to establish a regulatory relationship based on mutual respect, common interest, and forthright communication.

E. Communication Between Regulatory Agencies; Responsibilities of Agencies.

1. Reporting Noncompliance or Concerns.

a. Immediate Reporting of Noncompliance that Poses a Public Health or Safety Risk.

- i. The Tribal Regulatory Agency shall provide written notice to OCM of any material noncompliance or credible suspicion of noncompliance with the Tribal Code or this Compact arising at a Tribally Licensed Cannabis Business that poses a public health or safety risk.
- ii. OCM shall provide written notice to the Tribal Regulatory Agency of any material noncompliance or a credible suspicion of noncompliance with chapter 342 of the Minnesota Statutes or chapter 9810 of the Minnesota Administrative Rules arising at or committed by a State-Licensed Cannabis Business that conducts transactions with a Tribally Licensed Cannabis Business that poses a public health or safety risk.
- iii. OCM shall provide written notice to the Tribal Regulatory Agency of any evidence of material noncompliance or credible suspicion of noncompliance with this Compact arising at a Tribally Licensed Cannabis Business that conducts transactions with a State-Licensed Cannabis Business that poses a public health or safety risk.
- iv. The Tribal Regulatory Agency shall provide written notice to OCM of any evidence of material noncompliance or credible suspicion of noncompliance with chapter 342 of the Minnesota Statutes or chapter 9810 of the Minnesota Administrative Rules arising at or committed by a State-Licensed Cannabis Business that conducts transactions with a Tribally Licensed Cannabis Business that poses a public health or safety risk.
- v. All notices provided under this section shall be provided within five (5) business days of discovery of the material noncompliance or credible suspicion of noncompliance and include detailed information about the nature of the noncompliance, the entities involved, and any immediate actions taken by the regulatory agency.

2. State Temporary Operating Pause. If OCM determines that there is material noncompliance with this Compact, or a law or regulation applicable under this Compact, at a Tribally Licensed Cannabis Business which poses a real threat to public health and safety outside of the Tribe's Tribally Regulated Land, and if OCM is not reasonably satisfied with the actions of the Tribal Regulatory Agency to address the threat, then OCM may pause all State-

Licensed Cannabis Business transactions with the Tribally Licensed Cannabis Business and all transactions of the Tribally Licensed Cannabis Business off Tribally Regulated Land for up to seven (7) calendar days, and shall give notice to all other Minnesota Tribal Regulatory Agencies of its action. The seven (7) calendar days shall be used for discussion between the Tribal Regulatory Agency and OCM concerning noncompliance and the regulatory disagreement.

3. Confidentiality and Data Sharing. Both Parties agree to maintain the confidentiality of sensitive information related to Tribally Licensed Cannabis Businesses, including proprietary business information and personal data of employees and customers. Confidential information shall only be shared as necessary to ensure compliance with applicable laws and regulations and this Compact. The Tribal Regulatory Agency and OCM shall develop secure data sharing protocols acceptable to each to facilitate the exchange of information relevant to compliance monitoring and enforcement. Both Parties will ensure that data sharing complies with all applicable privacy and data protection laws.

Article V. Dispute Resolution

- A. Method. Should a dispute arise between the Parties regarding the terms of this Compact, the Parties shall attempt to resolve the dispute through the following dispute resolution process:
 1. Notice. Either Party may initiate the dispute resolution process by notifying the other Party, in writing, of its intent to do so. The notice must set out the issues in dispute and the notifying Party's position on each issue. The notice must include any relevant communication history.
 2. Regulatory Agency Meet and Confer. Upon receipt of the notice, within seven (7) calendar days the Tribal Regulatory Agency and OCM leadership shall meet to discuss the dispute and reach an agreement for resolution.
 3. Policy-Level Meet and Confer. If Regulatory Agency Meet and Confer efforts are unsuccessful, provided at least fifteen (15) calendar days have passed since the notice of the dispute was delivered, either Party may escalate to a meet and confer between the Tribe's Tribal Council (or governing body), or their designees, and the Governor's designees to discuss the dispute and reach an agreement for resolution. This step shall be completed within thirty (30) days of the notice of the dispute.
 4. Mediation. If the Policy-Level Meet and Confer is unsuccessful, or at any point in the dispute resolution process, the Parties may voluntarily agree to participate in Mediation. The Parties expressly agree that by entering into this Compact and agreeing to submit disputes to mediation, neither the State nor the Tribe is waiving its sovereign immunity to suit. The Mediation process is intended solely as a means to facilitate amicable resolution of disputes. The Parties agree to participate in the Mediation process in good faith and to use their best efforts to reach a mutually acceptable resolution of the dispute.

- a. Selection of Mediator. The mediator shall be an impartial individual with expertise in tribal law and experience in mediating disputes involving sovereign entities. The Parties shall jointly select the mediator. If the Parties cannot agree on a mediator within thirty (30) days of the invocation of Mediation, the mediator shall be appointed in accordance with the rules of a recognized mediation organization agreed upon by the Parties.
- b. Procedure. The Parties shall agree to mediation procedures or accept procedures provided by the mediator.
- c. Termination of Mediation. Either Party may unilaterally terminate the mediation by providing written notice to the mediator and to the other Party. The mediator may terminate the mediation if they believe that continued mediation is unlikely to result in a resolution, or if either Party is acting in bad faith.
- d. Costs. The costs of mediation, including the mediator's fees and expenses, will be shared equally by both Parties unless otherwise agreed upon prior to mediation. Each Party will individually bear its own costs, including attorney's fees, travel, and preparation expenses.

B. Termination.

1. Mutual Termination. The Parties may mutually agree to terminate the Compact at any time, and the Tribe may unilaterally decide to terminate the Compact at any time with ninety (90) days' prior written notice to the State.
2. Termination for Alleged Noncompliance. If voluntary dispute resolution efforts are unsuccessful, the State may terminate the Compact, or, if possible, severable provisions of the Compact that relate directly to the dispute, with ninety (90) days' prior written notice to the Tribe for alleged noncompliance, provided the noncompliance concerns material matters of health and safety.
3. Termination for Diversion. If the State obtains credible evidence that Cannabis is being diverted into the illegal market by a person or entity over which the Tribal Regulatory Agency has jurisdiction with the actual knowledge or willful disregard of the Tribal Regulatory Agency, the State may elect to terminate the Compact. Immediately, and no longer than five (5) calendar days upon the State obtaining credible evidence of diversion described herein, the State shall provide the Tribe with written notice of termination that contains (i) a reasonably detailed description of the diversion of Cannabis, (ii) a reasonably detailed description of the facts establishing the Tribal Regulatory Agency's actual knowledge or willful disregard of the diversion, and (iii) a statement that all of the Tribe's trade with State-Licensed Cannabis Businesses and retail and wholesale sales of Cannabis outside of Tribally Regulated Land shall be suspended for fifteen (15) days from the date the written notice is received. During the aforementioned fifteen- (15) day suspension period, the Parties, by and through designees with full decision-making authority, shall meet and confer and the Tribe may present evidence to dispute the State's evidence and/or to

present its planned and/or actual corrective actions including any investigations in conjunction with or as a precursor to any corrective actions. At the conclusion of the fifteen-(15) day suspension, the Compact shall be terminated unless the State has withdrawn the termination based on the meet and confer or the mediation.

Article VI. Miscellaneous

A. Most Favored Nations.

1. The Parties acknowledge that the Tribe has declined any opportunity to sell Cannabis or Cannabis Products to State-Licensed Cannabis Businesses, or to operate any off-Tribally Regulated Land facilities under the terms that have been agreed to in compacts with other Minnesota Tribal Governments. As a result, the most favored nations clause protection available to the Tribe is restricted to provisions that are not tied to the aforementioned activities, and the following paragraph defining the most favored nations clause shall be interpreted and applied in light of this acknowledgement. Furthermore, the differences in the Tribe's Compact shall not generally be available to other Minnesota Tribal Governments under the terms of their most favored nations clauses.
2. If, after the effective date of this Compact, the State enters into a compact with any other Minnesota Tribal Government that contains more favorable provisions with respect to any provisions of this Compact, at the Tribe's request, the State shall meet and confer with the Tribe regarding modifying this Compact. The State's agreement to modify this Compact to include the new or updated provisions, as provided in this section, shall not be unreasonably withheld or delayed, and under no circumstances shall take longer than thirty (30) days, provided that if the favorable provision is tied to other negotiated terms of the Compact, the requesting Tribe may be required to adopt such other terms in order obtain the new or updated provisions, and the State's representations concerning how provisions in the Compact are tied together shall presumed to be accurate, but subject to rebuttal by the Tribe.
3. The Tribe may, at any time during the Term of this Compact, elect to accept any compact in effect at the time of the Tribe's election entered between the State and another Minnesota Tribal Government in its entirety in place of this Compact, with only necessary changes to account for names and provisions completely unique to a tribe or its reservation. This paragraph is being agreed to by the State due to the Tribe's decision to decline any opportunity to engage in Cannabis Activity off Tribally Regulated Land.

- B. Government Data Practices. The Parties acknowledge that the State is subject to the Minnesota Government Data Practices Act, codified at Minnesota Statutes, chapter 13, as it applies to data provided by the State under this Compact, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Compact. The Parties acknowledge that the Tribe is subject to Tribal law and policy as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties under this Compact. The State agrees to treat all data received from the Tribe with the same classification as the data had under Tribal law and policy.

C. Standard Forms. The Parties shall work together to develop standard forms for use and implementation, as mutually agreed upon by the Parties. Final forms shall be agreed upon within 365 days of the effective date of this Compact. The Parties shall cooperate and work together to develop additional forms as deemed necessary throughout the term of this Compact.

D. Notice and Designated Contacts.

1. The Parties agree to maintain regular and open communication regarding the administration and implementation of this Compact. The Parties agree that the following individuals will be designated primary contacts regarding administration of this Compact:

For the Tribe: General Legal Counsel
 Shakopee Mdewakanton Sioux Community
 2330 Sioux Trail NW
 Prior Lake, MN 55372

For the State: Director
 Office of Cannabis Management
 P.O. Box 64034
 St. Paul, MN 55102

The designated individuals may be changed by written notice from the Tribal Council (or governing entity) or the Governor as described herein.

2. Notice. Any notice that may be or is required to be sent under this Compact shall be sent as follows:

If to the Tribe: General Legal Counsel
 Shakopee Mdewakanton Sioux Community
 2330 Sioux Trail NW
 Prior Lake, MN 55372

With copy to: Cannabis Commission Chair
 Shakopee Mdewakanton Sioux Community
 2330 Sioux Trail NW
 Prior Lake, MN 55372

If to the State: Director
 Office of Cannabis Management
 P.O. Box 64034
 St. Paul, MN 55102

With copy to: General Counsel
 Office of the Governor

30 State Capitol
75 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

- E. Amendment. No amendment or alteration of this Compact shall arise by implication or course of conduct. This Compact may be altered only by a subsequent written document, approved by the Parties, expressly stating the Parties' intention to amend this Compact.
- F. Federal Change. If the scheduling classification of Cannabis as prescribed under the Controlled Substances Act is altered in any way or federal marijuana enforcement policy changes in a way that has a material impact on the terms of this Compact or its implementation, or if chapter 342 of the Minnesota Statutes is repealed, then the Parties agree to meet and discuss in good faith the need to modify this Compact. If such modifications cannot be agreed upon, then either Party may terminate this Compact with sixty (60) days' written notice.
- G. Cooperation. If the federal government or any agency thereof commences or threatens to commence an administrative, civil, or criminal action, proceeding, or investigation related to this Compact against the Tribe or any entity of the Tribe ("Compact Proceedings"), the State agrees to cooperate with the Tribe, Tribal Regulatory Agency, and Tribally Licensed Cannabis Businesses in defense of such Compact Proceedings, including cooperating in the defense of the Tribe's authority to enter into and implement terms and provisions of this Compact. Such cooperation shall be administrative in nature; nothing in this section shall require the State or the Minnesota Attorney General to affirmatively commence or join any action, proceeding, or investigation. Nothing in this section shall be construed as a waiver of the Tribe's sovereign immunity.

This Compact is hereby made and entered into this 10 day of March, 2026.

STATE OF MINNESOTA

SHAKOPEE MDEWANKATON
SIOUX COMMUNITY



TIM WALZ, Governor



COLE W. MILLER, Chairman