



March 5, 2018

Via E-mail

The Evergreen Project
c/o Mr. Tim Spindler

Attn: Board of Directors

RE: *Formation Services Letter Agreement*

Dear Sir or Madam:

This letter upon execution of the parties hereto, shall constitute an agreement between MOBIUS, a Missouri nonprofit corporation ("**MOBIUS**") and The Evergreen Project, an unincorporated association ("**Evergreen**").

Recitals:

Evergreen, currently an unincorporated association, is interested in engaging MOBIUS to perform certain services for Evergreen, including, without limitation, financial and administrative services (the "**Services**"). Prior to entering into a contract with MOBIUS for the Services, Evergreen wishes to incorporate as a Missouri nonprofit corporation and obtain 501(c)(3) tax-exempt status from the Internal Revenue Service.

Evergreen wishes to engage MOBIUS to have MOBIUS assist Evergreen in incorporating as a Missouri nonprofit corporation and obtaining 501(c)(3) tax-exempt status from the Internal Revenue Service (the "**Formation Services**"), pursuant to the terms of this letter agreement. MOBIUS is willing to perform the Formation Services, pursuant to the terms of this letter agreement. Evergreen and MOBIUS contemplate that after the Formation Services are complete, MOBIUS and the incorporated Evergreen entity will enter into a separate contract for the performance of the Services, though neither party is obligated to do so at this time.

Agreements:

MOBIUS and Evergreen hereby agree as follows:

1. Recitals Correct. The foregoing recitals are true and correct in all material respects.
2. Performance of the Formation Services. MOBIUS shall provide the following Formation Services for Evergreen: (i) preparation and filing (as applicable) of the initial formation documents for a Missouri nonprofit entity, including, without limitation, the articles of incorporation, bylaws, and initial corporate minutes; (ii) assisting Evergreen in applying for 501(c)(3) tax-exempt status from the Internal Revenue Service; and (iii) consultation in connection with the foregoing. Evergreen acknowledges and agrees that MOBIUS may retain third parties, including, without limitation, attorneys and accountants, on behalf of MOBIUS in connection with performing the Formation Services. Evergreen further

acknowledges and agrees that any advice from MOBIUS shall not be construed as legal or accounting advice.

3. Compensation. Evergreen shall pay MOBIUS the MOBIUS Professional Fees (hereinafter defined) for the Formation Services. MOBIUS shall invoice all MOBIUS Professional Fees to Evergreen, which will pay such invoice within twenty (20) days after receipt of same. The MOBIUS Professional Fees shall mean all fees, costs, and expenses incurred by MOBIUS from third parties, including, without limitation, attorneys and accountants, retained by MOBIUS in connection with performing the Formation Services.

4. Conflict Waiver. Evergreen, and its board of directors, acknowledges and agrees that MOBIUS plans to retain or has retained Jenkins & Kling, P.C. to assist MOBIUS in connection with the Formation Services. Jenkins & Kling, P.C. shall solely represent MOBIUS in connection with the Formation Services, the Services, the negotiation of any agreements between MOBIUS and Evergreen, and otherwise in connection with the relationship between MOBIUS and Evergreen. As we discussed on the phone, please be advised that this arrangement creates a potential conflict of interest as Jenkins & Kling, P.C. may advise MOBIUS with regard to the proposed transaction, and this advice may be contrary to Evergreen's interests. Evergreen acknowledges and agrees that Jenkins & Kling, P.C. does not have any confidential information relative to Evergreen that might affect its ability to represent MOBIUS or result in any detriment to Evergreen. In the event that the proposed transaction between MOBIUS and Evergreen should become adversarial, Evergreen would need to engage counsel other than Jenkins & Kling, P.C. to represent Evergreen with respect to the proposed transaction. By executing this letter agreement Evergreen, and its board of directors, confirms that it understands these issues, agrees to waive the potential conflict, and consents to the waiver after consultation. **Evergreen acknowledges that with respect to this letter agreement and all documents to be executed in connection herewith, Evergreen has been advised to seek and has actually sought or had the opportunity to seek, such independent legal or other advice (other than Jenkins & Kling, P.C.) as Evergreen deems necessary to enter into this letter agreement and other documents to be executed in connection herewith.**

5. Miscellaneous. This letter agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This letter agreement may only be amended by a writing duly signed by the parties. The persons signing this letter agreement on behalf of the parties are fully authorized to execute this letter agreement and bind the parties to the obligations hereunder. This letter agreement may not be assigned by any party hereto. This letter agreement shall be deemed made in St. Louis County, Missouri and shall be construed under the laws of the State of Missouri. This letter agreement may be executed in multiple counterparts, each of which will be enforceable against the other person or entity signing by any other person or entity signing, and each of which shall be deemed an original and part of the same agreement. This letter agreement may be signed and transmitted electronically, by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature; and an electronically or facsimile transmitted copy hereof shall have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic, facsimile or telecopy copy of this letter agreement shall be re-executed in original form. No party hereto may raise the use of electronic mail or a facsimile or telecopier machine as a defense to the enforcement of this letter agreement or any amendment or other document executed in compliance with this section.

The Evergreen Project
March 5, 2018
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Please indicate your agreement to the foregoing by signing this letter agreement where indicated below and returning an original to MOBIUS.

"MOBIUS"
MOBIUS

By: Donna Bacon
Donna Bacon, Executive Director

"Evergreen"
The Evergreen Project

By: _____
Holly Brennan, Director

By: _____
Garry Collum, Director

By: _____
Ruth Frasur, Director/Vice Chairman

By: _____
Ron Gagnon, Director

By: _____
Sharon Herbert, Director

By: _____
Terran McCanna, Director/Secretary

By: _____
Mike Rylander, Director

By: _____
Tim Spindler, Director/Chairman

By: _____
Scott Thomas, Director