**[MOBIUS LETTERHEAD]**

December \_\_\_\_, 2018

**Via E-mail**

The Evergreen Project

c/o Mr. Scott Thomas

RE: Annual Conference Services

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 is the successor to an unincorporated association previously operating under the name, “The Evergreen Project” (“Evergreen Association”). Evergreen Association previously entered into a letter agreement dated March 5, 2018 (“March 5th Letter Agreement”), pursuant to which Evergreen Association engaged MOBIUS to perform certain Formation Services as defined therein, including incorporating Evergreen as a Missouri nonprofit corporation and obtaining 501(c)(3) tax-exempt status from the Internal Revenue Service. Following its incorporation as a Missouri nonprofit corporation on June 11, 2018, Evergreen subsequently notified MOBIUS on November 5, 2018 that Evergreen had retained separate legal counsel to assist in the review and filing of the Form 1023 with the IRS.

 Evergreen now wishes to engage MOBIUS to assist Evergreen in connection with its 2019 annual conference scheduled to be held in \_\_\_\_\_\_\_\_\_, \_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 2019, including setting up their conference registration using MOBIUS’ EventBrite software, managing their registration, and opening a temporary checking account for the deposit of registration funds and payment of conference related expenses (“Annual Conference Services”). MOBIUS is willing to perform the Annual Conference Services, pursuant to the terms of this letter agreement.

**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. Effective as of November 5, 2018, Evergreen acknowledges that MOBIUS was relieved of any further obligation or responsibility in connection with the filing and processing of the Form 1023 with the IRS, as provided for in the March 5th Letter Agreement.

3. Performance of Annual Conference Services. MOBIUS shall provide the following Annual Conference Services for Evergreen: (i) establish an online registration program and provide registration management using the EventBrite technology platform, (ii) open a checking account in the name of Evergreen at a bank mutually agreeable to the parties to be used for the deposit of funds and the payment of expenses in connection with the conference, and (iii) link the checking account and the registration program so that cash or cash equivalents paid on line shall be deposited directly into such account.

 4. Compensation. Evergreen shall pay MOBIUS for the Annual Conference Services at a rate of One Hundred Twenty-five Dollars ($125.00) per hour. MOBIUS shall bill Evergreen on a monthly basis and Evergreen shall pay such invoice within twenty (20) days after receipt of same. Evergreen grants MOBIUS the right of setoff against the funds in the account and MOBIUS may set off against the account any amount payable to MOBIUS that has not been paid within thirty (30) after Evergreen’s receipt of an invoice for the Annual Conference Services. Neither the exercise nor the failure to exercise such right of set-off will constitute an election of remedies or limit MOBIUS in any manner in the enforcement of any other remedies that may be available to it.

 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.

[Remainder of Page Intentionally Left Blank]

 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, Executive Director

“***Evergreen***”

 The Evergreen Project

 By:

 Scott Thomas, Vice Chairman