

CANNABIS

BUSINESS ADVISORS

INDIVIDUAL INTAKE FORM

I. Applicant, Owners, Principals, Investors for the Missouri Social Equity Adult Use Marijuana Organization must provide:

- Full Legal Name – as appears on your driver’s license

Destiny Brown

- Phone Number

XXXXXXXXXX

- Email Address – Email address you will check throughout application process.

destinyw23@yahoo.com

- Social Security Number

XXXXXXXXXX

- Date of Birth – xx/xx/xxxx (Month, Date, Year)

XXXXXXXXXX

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into as of July 24, 2023 (the "Effective Date"), by and among Michael Halow, or his affiliate or designated assign, as determined by Michael Halow in his sole discretion, ("Consultant" or "Sponsor"), DESTINY BROWN, an individual ("MB Member") and EVER ECO LLC, an Arizona limited liability company ("Company"). Consultant, MB Member and Company may sometimes be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, commencing on or around July 27, 2023, the Missouri Department of Health and Senior Services Division of Cannabis Regulation (the "Department") shall begin accepting applications (each, an "Application") for Microbusiness Licenses (each, a "License") pursuant to a lottery (the "Lottery");

WHEREAS, MB Member wishes (i) to form an Arizona limited liability company (the "Company") for the purpose of owning and operating a cannabis Microbusiness in the State of Missouri (the "Business"), (ii) to apply for a cannabis Microbusiness license, (iii) upon the issuance of a cannabis Microbusiness license, to obtain the assistance of Consultant to provide the services necessary for the Company to provide services until a Change of Ownership (as defined below) has been approved by the Department (all such services, the "Services"), and (iv) to obtain the financial assistance of Sponsor to fund the Services and to purchase the assets required to operate the Business; and

WHEREAS, Consultant is willing to provide the Services and is willing to provide such financial assistance to the Company and to pay MB Member the Transaction Payments (as defined below), as applicable, as consideration hereunder as further described herein, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Formation of the Company; Operating Agreement; Application.**

(a) Upon execution of this Agreement, Consultant will assist MB Member with filing and/or amending Articles of Organization ("Articles") with the Arizona Corporation Commission, if necessary, so as to provide that MB Member is the sole manager and sole member of the Company. Upon execution of this Agreement, MB Member shall concurrently enter into and fully execute the consulting agreement in the form attached hereto as Exhibit A (the "Consulting Agreement"), and the operating agreement of the Company, and cause the Company to execute the operating agreement, in the form attached hereto as Exhibit B (the "Operating Agreement"), pursuant to which, among other things, MB Member shall be (i) the sole manager of the Company, and (ii) the sole member of the Company, owning ten (10) units of the Company ("Units") representing 100% of the issued and outstanding equity of the Company. Upon execution of this Agreement, the MB Member shall also immediately cause the Company to enter into, execute and become a party to the Consulting Agreement by executing the counterpart signature page attached to the Consulting Agreement.

(b) Promptly following execution of the Operating Agreement but no later than August 10, 2023, Consultant agrees to assist the Company and MB Member to complete and submit an Application to the Department, which Application shall designate Maxime Kot as the primary/alternate contact using the following address: 1709 E. Bethany Home Rd., Phoenix, AZ 85016, Telephone: 602-290-9424; Email maxime@thecannabisbusinessadvisors.com

(c) As part of the consideration for MB Member's willingness to enter into this Agreement, all expenses incurred by MB Member and the Company in connection with the transactions contemplated in this Section 1 shall be borne by Sponsor provided such expenses have been approved in writing in advance.

2. **Issuance/Non-Issuance of License.**

(a) **MB Member Representations; Prove-Up.**

(i) MB Member represents and warrants to Sponsor that MB Member is an individual who adequately satisfies the Microbusiness eligibility criteria promulgated by the Department necessary to apply for and obtain a Microbusiness license under the Lottery and the laws of the State of Missouri, and MB Member acknowledges that Sponsor is relying upon such representation and warranty.

(ii) As part of the application process, MB Member shall promptly provide any and all information requested and/or required by the Department in order to obtain a Microbusiness license. Upon the request of Consultant, MB Member shall promptly inform Consultant of MB Member's progress in finalizing such documents, and Consultant may, in its sole discretion, provide reasonable assistance to MB Member in connection therewith. Notwithstanding the foregoing, MB Member shall be solely responsible for timely handling the requisite documentation, and failure to successfully document the Company's Microbusiness qualifications shall be deemed a breach of this Agreement.

(b) **Issuance of Microbusiness License.** If a Microbusiness license is issued to the Company:

(i) MB Member shall have or shall promptly cause the Company to execute and deliver a Secured Convertible Promissory Note in favor of Sponsor substantially in the form attached hereto as Exhibit C (the "Note"), pursuant to which Sponsor shall agree to lend to the Company certain funds to pay the costs and expenses for the Services and the Service Fee in accordance the terms and conditions set forth in the Note. Pursuant to its terms, the Note shall be secured by all of the assets of the Company, subject to applicable law and where applicable, regulatory approval; and

(ii) The Company and Consultant shall or shall have entered into, and MB Member shall have or shall promptly cause the Company to enter into, a Management Services Agreement substantially in the form attached hereto as Exhibit D (the "MSA"), pursuant to which Consultant shall provide Services to the Company from the date of the issuance of a Microbusiness license (the "Issuance Date"), and complete and submit to the Department all documents and information requested and required by the Department, if any, in order to receive approval of the MSA. Pursuant to the MSA, (i) the Services shall include, among other things, locating, leasing and overseeing the construction of the real

property for the Business and other managerial, consulting, administrative, technological, financial and other support for the Business necessary for the Company to operate, and (ii) the Company shall pay Consultant a fee as consideration for such Services (the "Service Fee") provided that such Service Fee shall in no way be tied to an equity position in the Company. For the avoidance of doubt, in the event any provision of the MSA is deemed to be non-compliant with the laws of Missouri related to the License and the operations thereof (the "Applicable MO Laws"), the Parties shall take all reasonable action to amend the MSA for the purpose of ensuring compliance with the Applicable MO Laws.

(c) Non-Issuance of Conditional License. If the Company and/or MB Member receives notice from the Department or is otherwise informed that the Company was not awarded a Microbusiness license, this Agreement shall be terminated subject to the terms of Section 8.

3. Conversion Right.

(a) If a Microbusiness license is issued to the Company, in accordance with the terms of the Note, Sponsor shall have the right and option (the "Conversion Right"), but not the obligation, subject to regulatory approval by the Department, to convert all or a portion of the outstanding principal and accrued and unpaid interest under the Note into a membership interest of the Company comprised of 10 Units equal to one hundred percent (100%) of the total issued and outstanding Units (the "Conversion") by delivering written notice thereof to the Company.

(b) If the Conversion Right is exercised and approved by the Department:

(i) MB Member and Sponsor shall promptly enter into an Assignment of Units in the form attached hereto as Exhibit E (the "Assignment of Units"), pursuant to which MB Member shall transfer to Sponsor ten (10) Units constituting one hundred percent (100%) of MB Member's ownership interest in the Company;

(ii) the MSA shall remain in effect (the MSA together with this Agreement, the Note, the Operating Agreement, the Assignment of Units and the other agreements and instruments entered into in connection herewith, are collectively referred to as the "Transaction Documents"), pursuant to which Consultant shall continue to provide Services to the Company during the period from the execution of the Assignment of Units through the COO Date (as defined below); and

(iii) the Company, MB Member and Sponsor shall cooperate and use reasonable best efforts to promptly complete and submit to the Department a change of ownership request, and all other documents and information requested and required by the Department in order to receive approval of the Conversion, the Assignment of Units, the MSA and any other documents deemed necessary or advisable by Sponsor to evidence and obtain approval of the ownership of the Company in accordance with applicable law, regulations and rules (such submission of all documents and information and such process, the "Change of Ownership"), it being understood that, notwithstanding anything to the contrary, the Conversion, the Assignment of Units, and such other documents shall not be deemed effective, and shall be of no force or effect, unless and until the Company and/or Sponsor receive(s) written notification from the Department that the Change of Ownership has been approved (the date of such approval, the "COO Date").

(c) If the Conversion Right is not exercised, this Agreement shall be terminated subject to the terms of Section 8.

4. **Transaction Payments.** In consideration of the mutual covenants set forth herein and the willingness of MB Member to enter into this Agreement, Sponsor agrees (a) to bear the expenses set forth in Section 1, and (b) to make the following payments to MB Member (collectively, the "Transaction Payments") subject to the applicable conditions therefor: (i) \$20,000 within thirty (30) days after the Issuance Date; and (ii) \$180,000 within thirty (30) days after the COO Date. The Parties acknowledge and agree that payment of each portion of the Transaction Payments is conditioned upon the completion/occurrence of the applicable action/date.

5. **No Changes of Ownership; Dealings with Third Parties.** In consideration of the mutual covenants set forth herein including, without limitation, payment of the Transaction Payments, MB Member and the Company agree, from the Effective Date to the COO Date (the "Transaction Period"), (a) not to participate in any Application in connection with the Lottery other than the Application submitted, or to be submitted, hereunder, which prohibition shall include, without limitation, not using his/her/its name or permitting the use of his/her/its name in connection with, any other Application, whether on his/her/its own behalf or on behalf of a third party, (b) not to modify, or enter into an agreement that would or could modify, the ownership or management of the Company, including without limitation the Operating Agreement, without the express written consent of Sponsor, except as may be required by judicial or administrative process (including by the Department) or by other requirements of applicable law, and then only after providing written notice to Sponsor and affording Sponsor the opportunity to oppose such modification if reasonably practicable, and (c) that none of MB Member, the Company, or their respective representatives, officers, employees, members, managers, agents, financial or legal advisors, subsidiaries or affiliates (collectively, the "MB Group") shall initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any individual or entity or group of individuals or entities other than Sponsor and its affiliates (an "Ownership Proposal") to acquire an ownership interest in the Company, the Application, the Microbusiness license or any of the assets of the Company by any means, or provide any non-public information to any third party in connection with an Ownership Proposal or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the transactions contemplated by this Agreement. MB Member also agrees to immediately notify Sponsor in writing if any member of the MB Group receives any indication of interest, request for information or offer in respect of an Ownership Proposal during the Transaction Period, and will communicate to Sponsor in reasonable detail the terms of any such indication, request or offer, and will provide Sponsor with copies of all written communications relating to any such indication, request or offer. Immediately upon execution of this Agreement, MB Member shall, and shall cause the MB Group to, terminate any and all existing discussions or negotiations with any individual or entity or group of individuals or entities other than Sponsor and its affiliates regarding an Ownership Proposal. MB Member also represents that no member of the MB Group is party to or bound by any agreement with respect to an Ownership Proposal other than pursuant to this Agreement.

6. **Further Actions.** Each of the Parties shall, and shall cause their respective affiliates to, execute and deliver such additional documents, cooperate with the other Parties and take such further actions as may be reasonably required to carry out the provisions hereof and give

effect to the transactions contemplated by this Agreement including, without limit, the MB Member's execution and delivery, upon the Sponsor's request, of a customary and reasonable release of the Company, Sponsor (including in its capacity as Consultant) and each of their respective affiliates, managers, members, agents and representatives concurrently with the MB Member's execution and delivery of the Assignment of Units pursuant to Section 3(b)(i) above. Neither the Company, nor MB Member nor any of their affiliates nor any of its or their respective agents shall knowingly take any action which would interfere with, or materially increase costs and/or expenses under this Agreement, the MSA or any of the other Transaction Documents, in connection with the Services or otherwise.

7. **Confidentiality.** No Party shall, without the prior written consent of the other Parties, disclose to any third party the existence of this Agreement or the transactions contemplated by this Agreement, except (a) to the respective accountants, legal counsel, lenders, and other advisors of the Parties, and (b) as required by applicable law, by a court of competent jurisdiction or governmental authority (including the Department), or to enforce the provisions of this Agreement.

8. **Termination.** This Agreement will automatically terminate and be of no further force and effect upon the earlier of (a) the date that certified results of the Lottery are published if the Company is not awarded a Microbusiness license thereunder, provided that, if Sponsor reasonably believes that there are grounds to appeal such results, Sponsor may, in its sole discretion, extend such termination until such time as Sponsor reasonably believes that such an appeal will fail, or (b) mutual agreement of the Parties. Upon termination hereof, other than the applicable Transaction Payments payable upon satisfaction of the applicable conditions therefor, MB Member shall not be entitled to any further payments hereunder, and there shall be no liability on the part of any Party, except that, notwithstanding the foregoing, such termination shall not affect any rights that any Party has with respect to a breach of this Agreement by another Party prior to such termination.

9. **Severability.** In the event any applicable law or order renders a Party's performance of its obligations hereunder illegal, improper, or impractical (including any ruling by the Department that the transactions contemplated by this Agreement violate Missouri law), or that the transactions contemplated by this Agreement will or may cause the Microbusiness license to be terminated, suspended, non-renewed, or otherwise impaired in any way, the Parties will promptly meet and confer in good faith and attempt to amend this Agreement into such form as will cause the Parties relationship to comply with the Department and all other state or local legal requirements, and otherwise prevent the Microbusiness license or other registrations or certificates from being subject to termination, suspension, non-renewal, or other impairment. Notwithstanding the foregoing, if a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Sponsor may assign its rights, duties, and obligations under this Agreement at any time without the prior approval of MB Member or the Company. Neither MB Member nor the Company may assign, transfer or delegate this Agreement or any rights, duties or obligations under this Agreement without the express written consent of Sponsor in its sole discretion. In the event of the death of MB Member prior to the COO Date, Sponsor and MB Member's heirs and/or personal representatives agree to

act in good faith in order to ensure that (a) the obligations of MB Member hereunder are either fully performed or delegated to an eligible third party as may be required or otherwise advised by the Department, and (b) if such delegation occurs, MB Member's heirs are fairly compensated hereunder based on Sponsor's reasonable determination of the portion of the Transaction Payments earned by MB Member as of the date of MB Member's death. Upon payment of such amount to MB Member's heirs, this Agreement shall be deemed terminated with respect to MB Member and his/her heirs and personal representatives. The remaining Parties shall take such actions as they deem reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement including, if applicable, entering into one or more agreements with such eligible third party.

11. **Amendment.** This Agreement may be amended only in writing by mutual agreement of all of the Parties.

12. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **Cannabis Laws.** The Parties hereby acknowledge that the production, sale, manufacture, possession, and use of cannabis is illegal under United States federal laws, rules, and regulations, including the aiding and abetting of a person engaging in such activities, making a loan to a company engaging in such activities and entering into a transaction with a company engaging in such activities. The Parties hereby further acknowledge that some or all of the transactions contemplated herein may violate or be in violation of United States federal laws, rules, and regulations concerning marijuana or cannabis. Given the foregoing and notwithstanding any United States federal laws, rules, and regulations, the Parties hereby expressly waive any defense to the enforcement of the terms and conditions of this Agreement based upon non-conformance with or violation of applicable laws relating to cannabis and the cannabis industry and acknowledge that no such cannabis-related violations of any United States federal laws, rules, and regulations shall render this Agreement, the other Transaction Documents, or any of the terms and conditions thereof null, void, or otherwise unenforceable, to the extent permitted by Missouri law.

14. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective Parties at the addresses set forth on the signature page hereof (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 14).

15. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule.

16. **Dispute Resolution; Consent to Jurisdiction; Waiver of Jury Trial.**

(a) In the event of any dispute or disagreement between the Parties as to the interpretation of any provision of this Agreement, the Parties shall promptly meet in a good faith effort to resolve the dispute or disagreement. If the Parties do not resolve such dispute or disagreement within thirty (30) calendar days, each Party shall be free to exercise the remedies available to it specifically provided by this Agreement.

(b) The Parties agree that jurisdiction and venue in any action brought by any Party pursuant to this Agreement and the other Transaction Documents shall properly and exclusively lie in any state court located in the State of Arizona, County of Maricopa. By execution and delivery of this Agreement, each Party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The Parties irrevocably agree that venue would be proper in any such court, and hereby waive any objection that any such court is an improper or inconvenient forum for the resolution of such action. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING.

17. **Specific Performance.** The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that such damage could not be adequately compensated by monetary damages alone. Accordingly, the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

18. **Entire Agreement.** This Agreement, together with the other Transaction Documents and all exhibits hereto and thereto which are incorporated herein by this reference, constitute the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

19. **No Third Party Beneficiaries.** Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their respective successors or assigns, any rights or remedies under or by reason of this Agreement.

20. **Expenses.** Except as otherwise set forth herein, each Party shall pay its own transaction expenses, including the fees and expenses of legal counsel and other advisors, incurred in connection with the transactions contemplated by this Agreement.

21. **Independent Counsel.** The Parties acknowledge and agree that each has had an opportunity to consult with its own legal counsel, tax advisors and other professional advisors regarding this Agreement and the transactions contemplated hereby.

22. **Headings; Counterparts.** The headings of the various sections of this Agreement have been inserted for reference only and shall not be deemed to be a part of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, .pdf format, e-mail, or other means of electronic transmission including electronic copies of such counterparts signed manually or digitally shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound by this Agreement, have executed this Agreement as of the Effective Date.

SPONSOR AND CONSULTANT:

MB MEMBER:

Michael Halow, an individual or on behalf
of his affiliate or assign

DocuSigned by:

Signature: _____
Name: DESTINY BROWN

Address:

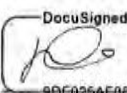
Address: _____
#812, SPRING VALLEY, CA 91977

Email Address:

Email Address: destinyw23@yahoo.com

COMPANY:

EVER ECO LLC,
an Arizona limited liability company

DocuSigned by:

Signature: _____
Name: DESTINY BROWN
Title: Manager

Address: _____
#812, SPRING VALLEY, CA 91977

Email Address: destinyw23@yahoo.com

Exhibit A

CONSULTING AGREEMENT
(Attached)

CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement") is made as of July 24, 2023, by and between DESTINY BROWN (the "Client"), and Michael Halow, or his affiliate or designated assign, as determined by Michael Halow in his sole discretion ("Consultant").

1. **Consulting Relationship.** During the term of this Agreement, Consultant will provide consulting and advisory services to the Client which services shall include, without limitation, assisting the Client in forming an Arizona limited liability company (the "Company"), completing and submitting an application for a cannabis Microbusiness license on behalf of the Company in the announced dispensary lottery held by the Missouri Department of Health and Senior Services Division of Cannabis Regulation (the "Services"). Consultant shall use Consultant's reasonable efforts to perform the Services.

2. **Company as Party.** Upon formation of the Company, the Client shall cause the Company to execute the Counterpart Signature Page attached as Exhibit A hereto, pursuant to which (a) the Company shall become a party to this Agreement, and (b) the obligations of Consultant due and owing to the Client hereunder shall thereafter be deemed to be due and owing to both the Client and the Company. The Client agrees to provide such assistance to the Company as is necessary or advisable in order to facilitate the provision of the Services hereunder.

3. **Fees.** As consideration for the Services provided by Consultant and other obligations, Consultant shall be paid a fee of \$100 upon completion of the Services.

4. **Expenses.** Consultant shall not be authorized to incur on behalf of the Client any expenses unless otherwise agreed to by the Client or Company.

5. **Term and Termination.** Consultant shall serve as a consultant to the Client for a period commencing on the date hereof and terminating on the date Consultant completes the provision of the Services to the Client under this Agreement. Notwithstanding the foregoing, Consultant may terminate this Agreement at any time for any reason or no reason upon ten (10) business days' written notice. In the event of such termination, Consultant shall be paid for any portion of the Services that have been performed prior to the termination.

6. **Independent Contractor.** Consultant's relationship with the Client will be that of an independent contractor and not that of an employee.

7. **Method of Provision of Services.** Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors or agents, as Consultant deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Client or Company, and Consultant shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to the Client.

(a) **No Authority to Bind Client.** Consultant acknowledges and agrees that Consultant and its Assistants have no authority to enter into contracts that bind the Client or create obligations on the part of the Client without the prior written authorization of the Client.

(b) **No Benefits.** Consultant acknowledges and agrees that Consultant and its Assistants shall not be eligible for any Client or Company employee benefits.

(c) **Taxes.** Consultant shall have full responsibility for all applicable taxes for

all compensation paid to Consultant or its Assistants under this Agreement, including any withholding requirements that apply to any such taxes.

8. **Supervision of Consultant's Services.** All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Client.

9. **Conflicts with this Agreement.** Consultant represents and warrants that neither Consultant nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

10. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Arizona without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

(e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, .pdf format, e-mail, or digitally via electronic signature or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

The parties have executed this Agreement as of the date first written above.

CONSULTANT:

CLIENT:

Michael Halow, an individual or on behalf
of his affiliate or assign

Address:

Email Address:

DocuSigned by:

Signature: _____
Name: DESTINY BROWN

Address: _____
SPRING VALLEY, CA 91977

Email Address: destinyw23@yahoo.com

[Signature Page of Consulting Agreement]

EXHIBIT A

COUNTERPART SIGNATURE PAGE

Pursuant to the terms of the attached Consulting Agreement, the undersigned hereby agrees to become a party to the Consulting Agreement for all purposes thereunder and shall be fully bound by, and subject to, all of the terms, conditions, and provisions of the Consulting Agreement applicable to the Client and/or Company thereunder as though an original party thereto.

COMPANY:

EVER ECO LLC,
an Arizona limited liability company

DocuSigned by:

Signature: _____
9DF025AF00A34F0
Name: DESTINY BROWN
Title: Manager/Member

Exhibit B

OPERATING AGREEMENT

(Attached)

Exhibit C

NOTE
(Attached)

Exhibit D

MSA
(Attached)

Exhibit E

ASSIGNMENT OF UNITS

Reference is hereby made to that certain Memorandum of Understanding (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Agreement"), dated as of _____, by and among Michael Halow, or his affiliate or designated assign, as determined by Michael Halow in his sole discretion ("Sponsor" or "Consultant"), DESTINY BROWN, an individual ("MB Member"), and EVER ECO LLC, an Arizona limited liability company (the "Company"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

FOR VALUE RECEIVED, pursuant to the terms of the Agreement, MB Member does hereby transfer to Sponsor ten (10) units of the Company, constituting 100% of MB Member's ownership interest in the Company, standing in MB Member's name on the books of the Company.

In accordance with the terms of the Agreement, this Assignment of Units shall not be deemed effective, and shall be of no force or effect, unless and until the Company and/or Sponsor receive(s) written notification from the Department that the Change of Ownership has been approved.

Date: _____

SPONSOR AND CONSULTANT:

MB MEMBER:

Signature: _____
Michael Halow, an individual or on behalf
of his affiliate or assign

Signature: _____
Name: DESTINY BROWN

OPERATING AGREEMENT
of
EVER ECO LLC

This OPERATING AGREEMENT (“**Agreement**”) of EVER ECO LLC, an Arizona limited liability company (the “**Company**”), is made effective as of July 24, 2023, by and among the Company and the person set forth on **Schedule A** hereto as the Manager (“**Manager**”) and the sole Member (the “**Member**”).

1. Name. The name of the Company is EVER ECO LLC, an Arizona limited liability company.

2. Purposes and Powers. The Company is organized for the purpose of engaging in any lawful act or activity for which a limited liability company may be organized under the laws of the State of Arizona.

3. Term. The Company commenced upon the filing of the Company’s Articles of Organization with the Arizona Corporation Commission of the State of Arizona and shall continue until the Manager (as defined below) consents to the Company’s dissolution.

4. Principal Place of Business; Registered Agent and Office.

a. Principal Place of Business. The location of the principal place of business of the Company shall be as set out in the Company’s Articles of Organization or other filing on record with the Arizona Corporation Commission, or such other location as the Member may from time to time designate.

b. Registered Agent and Office. The registered agent of the Company for service of process in the State of Arizona and the address of the registered agent in the State of Arizona shall be that person and that location set out in the Articles of Organization.

c. Changes with the Arizona Corporation Commission. In the event of a change of the Company’s principal place of business, registered agent, or address of the registered agent, the Member shall promptly file a statement of change or articles of amendment with the Arizona Corporation Commission, as the case may be, in the manner provided by law.

5. Member; Capital Contributions; Units. The Member’s interest in the Company, including the Member’s interest in income, gains, losses, deductions and expenses of the Company and the right to vote on matters as provided in this Agreement, shall be represented by membership interest units (“**Units**”). The ownership of Units shall entitle each Member to allocations of income and loss and other items and distributions of cash and other property as set forth in this Agreement. The name, place of residence, number of Units and ownership percentage held by the Member are set forth on **Schedule A** attached hereto and incorporated herein by reference. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company. One or more additional members may be admitted to the Company with the consent of the Manager (as defined below). Before the admission of any

such additional members to the Company, the Member shall adopt a new operating agreement or amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary. The ownership of Units shall entitle the Member to allocations of income and loss and other items and distributions of cash and other property as set forth in this Agreement. Each Unit shall entitle the Member owning such Unit to one vote on any matter voted on by Members as required by applicable law.

6. Management. The Company shall be managed by one Manager who shall be responsible for setting policies and procedures for the operation of the Company and the day-to-day operations of the Company. The name of the initial Manager is set forth on **Schedule A**. The Manager may, from time to time, delegate to one or more persons (including any Member, officer or employee of the Company) such authority and responsibility as the Manager may deem advisable. Any delegation pursuant to this section may be revoked at any time by the Manager.

7. Allocations and Certain Tax Matters. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity. A capital account will be maintained for the Member in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv). All income, gains, losses and expenses of the Company will be allocated (for capital accounting and income tax purposes) so as to cause the sum of (1) the Member's capital account, (2) the Member's share of "partnership minimum gain" (as defined in Treasury Regulation Section 1.704-2(b)(2)), and (3) the Member's "partner nonrecourse debt minimum gain" (as determined in accordance with Treasury Regulation Section 1.704-2(i)(3)), to be equal to the amount that would be distributed to the Member under this Agreement if the Company were to (a) liquidate the assets of the Company for an amount equal to the book value of such property as determined for capital account purposes as of the end of such fiscal period and (b) distribute the proceeds in accordance with the distribution provision of this Agreement.

8. Distributions. To the extent available after meeting the financial obligations of the Company, distributions shall be made to the Member at the times and in the amounts determined by the Manager.

9. Liability of the Member. Except as otherwise required by applicable law and as explicitly set forth in this Agreement, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member of the Company.

10. Indemnification. To the fullest extent permitted under applicable law, the Member and the Manager (each, an "**Indemnitee**" and collectively, the "**Indemnitees**") shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by such Indemnitee relating to or arising out of any act or omission or alleged acts or omissions performed or omitted by the Indemnitee on behalf of the Company; provided, however, that this indemnity shall not extend to

conduct not undertaken in good faith nor to any conduct that constitutes recklessness, willful misconduct, gross negligence, a knowing violation of law or an intentional and material breach of this Agreement. Any indemnity under this Section 10 shall be provided out of and to the extent of Company assets only, and neither the Member, Manager nor any other person shall have any personal liability on account thereof. The provisions of this section shall remain in effect as to each indemnified person whether or not such indemnified person continues to serve in the capacity that entitled such person to be indemnified.

11. Liquidation. Upon termination, the Company shall be dissolved and wound-up. The Manager shall proceed with the orderly sale or liquidation of the assets of the Company and shall apply and distribute the proceeds of such sale or liquidation in the following order of priority, unless otherwise required by law: (A) first, to pay all expenses of liquidation; (B) second, to pay all creditors of the Company in the order of priority provided by law or otherwise; (C) third, to the establishment of any reserve that the Manager may deem necessary (such reserve may be paid over to an escrow agent); and (D) fourth, to the Member. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Manager to minimize the losses attendant upon such liquidation.

12. Amendments. The terms and provisions of this Agreement may be modified or amended by written consent of the Manager and the Member.


13. Severability. If any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

14. Miscellaneous. This Agreement constitutes the full, complete, and final operating agreement of the Company and shall be binding upon the heirs, personal representatives and other successors of the Member. This Agreement shall be construed in accordance with the internal laws of the State of Arizona, without reference to such state's conflicts of law principles. This Agreement may be executed in counterparts, including electronic copies of such counterparts signed manually or digitally, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

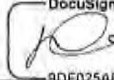
[Signature Page Follows]

IN WITNESS WHEREOF, this Operating Agreement has been executed as of the date first above written.


COMPANY:

By: 
Name: DESTINY BROWN
Title: Manager

MEMBER:

By: 
Name: DESTINY BROWN

MANAGER:

By: 
Name: DESTINY BROWN

SCHEDULE A

EVER ECO LLC, AN ARIZONA LIMITED LIABILITY COMPANY

Member Name & Address	Units	Ownership Percentage
DESTINY BROWN Address: [REDACTED] #812, SPRING VALLEY, CA 91977 Email Address: <u>destinyw23@yahoo.com</u>	10	100%

Manager: DESTINY BROWN

SECURED CONVERTIBLE PROMISSORY NOTE

Up to \$2,000,000

July 24, 2023

FOR VALUE RECEIVED, EVER ECO LLC, an Arizona limited liability company (the "Company"), hereby unconditionally promises to pay to the order of Michael Halow, or his affiliate, or designated assign, as determined by Michael Halow in his sole discretion ("Sponsor," and together with the Company, each, a "Party" and collectively, the "Parties"), at Sponsor's address located at 1712 Pioneer Avenue, Suite 7000, Cheyenne, Wyoming 82001, or at such other address as may be designated in writing by the holder of this Secured Convertible Promissory Note ("Note"), the aggregate of all amounts Sponsor has disbursed to the Company pursuant to Section 1 hereof up to the principal sum of Two Million U.S. Dollars (\$2,000,000) (the "Maximum Amount"). The Maximum Amount may be increased by Sponsor in its sole discretion upon written notice thereof to the Company.

1. **Advances.** Commencing on the date (the "Issuance Date") that the Company is issued a cannabis Microbusiness license ("License") by the Missouri Department of Health and Senior Services Division of Cannabis Regulation (the "Department"), and prior to the Termination Date (as defined below), Sponsor shall make the Maximum Amount available to loan to the Company in one or more advances (each, an "Advance") in an aggregate amount not to exceed the Maximum Amount. As a condition to the disbursement of any Advance, at least five (5) Business Days (as defined below) prior to the date the Company requires the funds, the Company shall deliver to Sponsor a written notice (the "Borrowing Notice") which shall (a) set forth the amount of the subject Advance and the purpose therefor, and (b) be approved and certified by the manager of the Company as evidenced by such manager's signature thereon. Following receipt of the Borrowing Notice, and subject to Sponsor's approval in its sole and absolute discretion, on the disbursement date, Sponsor shall deliver or otherwise make available to the Company the Advance in immediately available funds.

2. **Interest.** Interest on the outstanding principal borrowed hereunder shall accrue at a rate of 8.75% per annum, simple interest, calculated on the basis of a 365 day year for the actual number of days elapsed (the "Applicable Rate") commencing, with respect to each Advance, on the date such Advance is disbursed to the Company, and accruing until the earlier of (a) the date that the outstanding principal balance and all accrued interest is paid in full and (b) the Maturity Date, it being understood that interest shall continue to accrue on all outstanding principal during the Repayment Period (as defined below).

3. **Termination Date; Payments; Maturity.**

(a) No Advances under Section 1 shall be made after the first to occur of (the "Termination Date") (i) the occurrence and continuance of an Event of Default (as defined below), (ii) receipt by the Company of written notification from the Department of its final, non-appealable decision that the issuance of a License to the Company has been denied or will not occur, or (iii) receipt by the Company of written notification from the Department of its final, non-appealable decision that the Change of Ownership (as defined below) has been rejected or will not occur.

(b) Unless previously converted in accordance with Section 4, subject to Sponsor's right to accelerate payment pursuant to Section 8 following an Event of Default, the Company shall repay all outstanding principal and accrued and unpaid interest in substantially equal monthly installments from and after the Termination Date, beginning on the first day of the first month following the Termination Date and continuing on the first day of each month thereafter until the second anniversary of the Termination Date (the "Maturity Date," and such period from and including the Termination Date through and including the Maturity Date, the "Repayment

Period"). All payments by the Company hereunder shall be applied first to accrued interest and thereafter to principal.

4. Conversion.

(a) Conversion Right. Upon the Company's receipt of written notification from the Department that the Company has been issued a License (the "Conversion Event"), Sponsor shall have the right and option (the "Conversion Right"), but not the obligation, to convert all or a portion of the outstanding principal and accrued and unpaid interest due and owing hereunder into a membership interest of the Company comprised of 10 Units equal to one hundred percent (100%) of the total issued and outstanding units of the Company (the "Conversion").

(b) Exercise of Conversion Right. To exercise the Conversion Right, Sponsor shall deliver written notice thereof to the Company on or before the Maturity Date. Upon exercise of the Conversion Right, the Company and Sponsor shall cooperate and use reasonable best efforts to promptly complete and submit to the Department a Change of Ownership packet and all other documents and information requested and required by the Department in order to receive approval of the Conversion (such submission of all documents and information and such process, the "Change of Ownership") in accordance with applicable law, regulations and rules. The Company and Sponsor agree to complete and submit such documents and information to the Department as soon as reasonably practicable following the Conversion Event, and, in any event, no later than ten (10) days following the Conversion Event.

(c) Required Department Approval. Notwithstanding anything to the contrary, the Conversion shall not be deemed effective, and shall be of no force or effect, unless and until the Company and/or Sponsor receive(s) written notification from the Department that the Change of Ownership has been approved.

5. No Prepayment. Except as otherwise set forth herein, the Company may not prepay any amount of principal or interest hereunder.

6. Time of Payment. If any payment is due on a day other than a Business Day, all such amounts shall be due and payable on the next succeeding Business Day, together with interest up to but not including such next succeeding Business Day. For purposes hereof, "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in St. Louis, Missouri are authorized or required by law to close.

7. Default Interest; Usury. If any amount payable hereunder is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at five percent (5%) per annum above the Applicable Rate from the date of such non-payment until such amount is paid in full. If at any time and for any reason whatsoever, the interest rate payable hereunder shall exceed the maximum rate of interest permitted to be charged by Sponsor to the Company under applicable law, the portion of each sum paid attributable to that portion of such interest rate that exceeds the maximum rate of interest permitted by applicable law shall be deemed a voluntary prepayment of principal.

8. Default; Remedies.

(a) At the option of Sponsor exercised by written notice to the Company, this Note shall become immediately due and payable upon the occurrence at any time of any of the following events of default (together with the events of default set forth in Section 8(b), each, an "Event of Default"): (i) the Company fails to pay when due any principal, interest or other amounts owing under this Note, which failure to pay is not cured within five (5) days thereafter; or (ii) the default or breach of any of the Company's material obligations or covenants under the terms of any agreement between the Company and Sponsor.

(b) This Note shall automatically become due and payable, without notice or demand and without the need for any action or election by Sponsor, upon the occurrence at any time of any of the following: (i) the Company commences any proceeding in bankruptcy or for dissolution, liquidation, winding-up, composition or other relief under state or federal bankruptcy laws; (ii) such proceedings are commenced against the Company, or a receiver or trustee is appointed for the Company on a substantial part of its property, and such proceeding or appointment is not dismissed or discharged within sixty (60) days after its commencement; provided, that all interest shall continue to accrue as set forth above until all amounts owed under this Note are paid in full; or (iii) the admission by the Company of its inability to pay its debts as they mature, or any assignment for the benefit of the creditors of the Company.

(c) The rights and remedies of Sponsor provided herein shall be cumulative and not exclusive of any other rights or remedies provided by law, in equity, by contract or otherwise.

9. Security Interest in the Collateral.

(a) The Company hereby grants to Sponsor under and pursuant to the provisions of the UCC (as defined below), a security interest in the collateral described in Exhibit A hereto (the "Collateral") to secure the obligations under this Note. The Company acknowledges and agrees that such security interest shall attach to all of the Company's right, title and interest in and to the Collateral, together with substitutions therefor and replacements thereof, and to any and all proceeds from the sale or other disposition of the Collateral or any part thereof. The Company hereby agrees that Sponsor shall have, and by these presents, the Company now confers upon Sponsor, all of the rights of a secured party as provided by the UCC, as well as all of the rights herein provided, or which may be provided in any other document executed by the Company in connection with its indebtedness or obligations to Sponsor.

(b) The Company shall permit and take all actions, and authorize, execute and deliver and permit the execution, delivery and filing of, from time to time, without the signature of the Company, all instruments and documents, necessary or appropriate (i) to create or continue the validity, enforceability and perfected status of the grant of the security interest created hereby, including, without limitation, executing or authorizing Sponsor to execute and/or file financing statements and continuation statements (including "in lieu" continuation statements), if necessary, and providing notice to Sponsor of the existence of any commercial tort claims (as defined in the UCC) by or against the Company, and (ii) to deliver to Sponsor all certificates or other negotiable instruments at any time constituting Collateral (together with endorsements in blank) to hold in its possession. For purposes hereof, "UCC" means: (a) the Uniform Commercial Code as currently in effect in the State of Missouri, and (b) the Uniform Commercial Code as may hereafter at any time be in effect in the State of Missouri from and after the date of effectiveness thereof.

10. Company's Obligations. Until the first to occur of the Change of Ownership and the date that all unpaid principal and accrued interest have been paid in full, without the prior written consent of Sponsor, the Company shall:

(a) not move or relocate any of the Collateral to any location outside the Company's current location;

(b) not sell, lease, assign, transfer or otherwise dispose of the Collateral, any part thereof or any interest therein, to any person or entity other than Sponsor, and any attempted sale, lease, transfer or other disposition in violation of this provision shall be null and void;

(c) not grant, create, incur, assume or permit to exist on the Collateral any liens, security interests, mortgages, claims, rights, encumbrances or restrictions of any kind;

- (d) defend all claims that may be made against the Collateral;
- (e) not incur or have any indebtedness other than the indebtedness created hereby;
- (f) not make any loan to or any investment in any person or entity or provide any person or entity with a cash payment in exchange for capital securities, indebtedness or any other security (including, without limitation, any security convertible or exchangeable into or exercisable for any capital securities), guaranty or become liable for any obligation of any person or entity;
- (g) not create any subsidiary or affiliate;
- (h) not transfer to any person or entity the License (after receipt thereof) or enter into any agreement or understanding to transfer any of the economic benefits of such license to any person or entity, including without limitation, through a management services or similar agreement, in each case other than Sponsor;
- (i) not pay any dividend or distribution to its members or repurchase any capital securities of any of its members;
- (j) not enter into any transaction with any holder of the Company's capital securities or an affiliate or a family member of the Company or any holder of the Company's capital securities;
- (k) not conduct any business activity other than operating a cannabis Microbusiness in Missouri;
- (l) not fail to obtain property and liability insurance in amounts and with coverage customary for similar businesses similarly situated prior to being issued the License and once obtained, fail to keep in full force and effect such insurance;
- (m) not fail to pay required fees, taxes and other amounts due other than amounts being contested in good faith by appropriate proceedings;
- (n) (1) not enter into any merger or consolidation or joint venture, (2) not liquidate, wind-up or dissolve itself, (3) not sell, convey, transfer, assign, lease, abandon or otherwise dispose (including in a sale and leaseback) (in one transaction or in a series of transactions), voluntarily or involuntarily, any of its assets (tangible or intangible (including but not limited to sale, assignment, discount or other disposition of accounts, contract rights, chattel paper or general intangibles with or without recourse) other than sales of inventory in the ordinary course of business, or (4) not acquire all or substantially all of the assets constituting a business, division, branch or other unit of operation of any person or entity;
- (o) not make or commit to make any capital expenditures except as approved in writing by Sponsor;
- (p) not create, or authorize the creation of, or issue or obligate itself to issue any membership interest, membership unit, or any other equity, security of the Company or any security convertible into or exercisable or exchangeable for a membership interest, membership unit, or other equity security of the Company to any person or entity who is not a member of the Company as of the date hereof or admit any additional members or substitute members, other than Sponsor;
- (q) not create, or hold capital securities in, any subsidiary, or sell, transfer or otherwise dispose of any capital securities of any direct or indirect subsidiary, grant any right to acquire any capital securities or voting interest in any direct or indirect subsidiary, or permit any direct or indirect subsidiary to issue any capital securities or sell, lease, transfer, exclusively license

or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary to any person or entity; or

(r) not fail to comply with applicable law (including, without limitation, Department regulations, but subject to Section 13 below).

11. Waivers. The Company hereby irrevocably and unconditionally (a) waives presentment, demand for performance, notice of non-performance, protest, notice of protest and notice of dishonor and all other protests or notices to the full extent permitted by applicable law; (b) waives any right the Company may have to require Sponsor to (i) proceed against any person or entity including without limitation any endorser or guarantor of the Note (or file a claim in any bankruptcy, probate, or other proceeding affecting such a person or entity) or proceed against any person or entity in any particular order; or (ii) exhaust any of the Collateral, or pursue a particular remedy to the exclusion of others; and (c) waives the right to assert a defense to any action by Sponsor to enforce its rights under the Note. No waiver by Sponsor of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Sponsor. No waiver by Sponsor shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Note shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Attorneys' Fees and Costs of Collection. If this Note or any installment of principal or interest is not paid when due, the Company agrees to pay all costs and expenses of collection, including without limitation, attorneys' fees, court costs, costs in connection with all negotiations, documentation and other actions relating to any work-out, compromise, settlement or resolution in connection herewith and all costs and expenses in connection with the protection or realization of the Collateral.

13. Governing Law. This Note is governed by and will be construed, interpreted and enforced in accordance with the law of the State of Arizona without giving effect to any choice or conflict of law provision or rule. The Company agrees and acknowledges that it is not making, will not make, nor shall be deemed to make or have made, any representation or warranty of any kind regarding the compliance of this Note with any Federal Cannabis Laws (as defined below). The Company shall not have any right of rescission, to declare a breach or amendment arising out of or relating to any non-compliance with Federal Cannabis Laws unless such non-compliance also constitutes a violation of applicable state law. "Federal Cannabis Laws" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960, and the regulations and rules promulgated under any of the foregoing.

14. Successors and Assigns. This Note may be assigned or transferred by Sponsor to any person or entity. The Company may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the holder hereof in its sole and absolute discretion. This Note shall inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective Parties at the addresses set forth on the signature page hereof (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 15).

16. Amendment and Waiver. The provisions of this Note may be modified or amended only in a writing executed by the Company and Sponsor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

17. Severability. In the event any applicable law or order renders a Party's performance of its obligations hereunder illegal, improper, or impractical (including any ruling by the Department that the transactions contemplated by this Note violate Missouri law), or that the transactions contemplated by this Note will or may cause the License, if issued, to be terminated, suspended, non-renewed, or otherwise impaired in any way, the Parties will promptly meet and confer in good faith and attempt to amend this Note into such form as will cause the Parties relationship to comply with the Department and all other state or local legal requirements, and otherwise prevent the License or other registrations or certificates from being subject to termination, suspension, non-renewal, or other impairment. Notwithstanding the above, if a provision of this Note is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Note will not be impaired.

18. Time is of the Essence. Time is of the essence with respect to all obligations of the Company under this Note.

19. Execution. A signed copy of this Note delivered by facsimile, .pdf format, e-mail, or other means of electronic transmission including electronic copies of such Note signed manually or digitally shall be deemed to have the same legal effect as delivery of an original signed copy of this Note.

20. Dispute Resolution; Consent to Jurisdiction; Waiver of Jury Trial.

(a) In the event of any dispute or disagreement between the Parties as to the interpretation of any provision of this Note, the Parties shall promptly meet in a good faith effort to resolve the dispute or disagreement. If the Parties do not resolve such dispute or disagreement within thirty (30) calendar days, each Party shall be free to exercise the remedies available to it specifically provided by this Note.

(b) The Parties agree that jurisdiction and venue in any action brought by any Party pursuant to this Note shall properly and exclusively lie in any state court located in the State of Arizona, County of Maricopa. By execution and delivery of this Note, each Party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The Parties irrevocably agree that venue would be proper in any such court, and hereby waive any objection that any such court is an improper or inconvenient forum for the resolution of such action. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(c) THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS NOTE OR ANY ACTION OR PROCEEDING

ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Secured Convertible Promissory Note to be duly executed and delivered as of the date first set forth above.

COMPANY:

EVER ECO LLC,
an Arizona limited liability company

By: 
Name: DESTINY BROWN
Title: Manager

ACKNOWLEDGED AND AGREED:

SPONSOR:

Michael Halow, an individual
or on behalf of his affiliate or designated assigned

Exhibit A

COLLATERAL

Description:

All assets of the Company other than the License unless otherwise approved by the Department, including, without limitation:

- (1) all inventories and merchandise, including without limitation raw materials, work in process, finished products, goods in transit, materials used or consumed in the manufacture or production thereof, all packing materials, supplies and containers relating to or used in connection with the foregoing, all goods in which the Company has an interest in mass or an interest or right as a consignee and all goods which are returned to or repossessed by the Company, whether used or consumed in the Company's business, held for sale or lease, furnished under service contracts, or otherwise, and all bills of lading, warehouse receipts, documents of title or general intangibles relating to any of the foregoing;
- (2) all goods, farm products, equipment, machinery, tooling, molds, dies, furniture, fixtures (whether or not attached to real property), furnishings, trade fixtures, motor vehicles and rolling stock, materials and parts and all other tangible personal property;
- (3) all rights to the payment of money or other form of consideration, accounts, notes, accounts receivable, drafts, documents, chattel paper, choses in action, undertakings, surety bonds, insurance policies, acceptances and all other forms of claims, demands, instruments and receivables, together with all guarantees, security agreements, leases and rights and interests securing the same and all right, title and interest of the Company in the merchandise which gave or shall give rise thereto, including the right of stoppage in transit, repossession and resale;
- (4) all agreements, contracts, credits, letters of credit, security agreements, indentures, purchase and sale orders, warranty rights and contract rights of any nature, whether written or oral, and all consents or other authorizations relating thereto, to the extent assignable;
- (5) all licenses, permits, franchises, certificates and other governmental authorizations and approvals of any nature whatsoever, to the extent assignable;
- (6) all deposit accounts, including without limitation, all demand, time, savings, passbook, custodial, safekeeping, escrow or like accounts maintained by the Company with Secured Party or any bank, savings and loan association, credit union or like organization, and all money, cash, cash equivalents, investment securities, deposits and prepayments of the Company in any such deposit account (all of the foregoing being deemed to be in any such account as soon as the same is put in transit to such account by mail or other courier);
- (7) all trademarks, trade names, trade styles, and service marks (and all prints and labels on which any of the foregoing appear), designs, letters patent of the United States or any other country, other general intangibles, and all registrations, recordings, reissues, extensions, renewals, continuations, continuations-in-part and licenses thereof (including applications for registration and recording);
- (8) all other proprietary rights and confidential information, technology, processes, trade secrets, computer programs, source codes, software, customer lists, sales literature and catalogues, price lists, subscriber information, formulae, goodwill and all applications and registrations relating to any of the foregoing;

- (9) all real property, leases, easements, rights-of-way and other interests in real property;
- (10) all stocks, bonds, debentures, securities, subscription rights, options, warrants, puts, calls, certificates, partnership interests, joint venture interests, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto;
- (11) all files, correspondence, books and records of the Company, including without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Collateral, the Company or the business thereof, all computer programs, tapes, discs and data processing software containing the same, and all receptacles and containers for such records;
- (12) all other goods, accounts, general intangibles, documents, instruments, rights, interests and properties of every kind and description, tangible or intangible, real or personal;
- (13) all rights, remedies, powers and/or privileges of the Company with respect to any of the foregoing; and
- (14) all proceeds, replacements, products, additions, accessions and substitutions of any of the foregoing.

CONDITIONAL MANAGEMENT SERVICES AGREEMENT

THIS CONDITIONAL MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of July 24, 2023 by and between Michael Halow, or his affiliate or designated assign, as determined by Michael Halow in his sole discretion ("Consultant"), and EVER ECO LLC, an Arizona limited liability company ("Company"). Consultant and Company are sometimes referred to collectively as the "Parties" or individually as "Party."

RECITALS

WHEREAS, Company has been named a winner of the lottery announced by the Missouri Department of Health and Senior Services Division of Cannabis Regulation (the "Department") for a Microbusiness License (a "License") pursuant to a lottery (the "Lottery") granting Company the rights and authorizations to operate a cannabis Microbusiness in the State of Missouri (the "Business"), in accordance with the applicable Missouri statutes, rules, and regulations, specifically including as they relate to the Missouri Microbusiness License (the "Applicable MO Laws"); and

WHEREAS, Consultant has experience in the development and operation of the Business, including consulting on licensing matters, property management, facility design, construction oversight, methodologies, security, patient education and counseling, transportation, cultivation, finance, product development, and other matters related to the Business; and

WHEREAS, the Parties desire to enter into an agreement pursuant to which Consultant advises Company in (i) the development of the Business, and (ii) Company taking all necessary and appropriate action to receive Department approval and any other approval from the State of Missouri or any of its agencies or any relevant state or municipal governmental authority with jurisdiction (collectively, "Necessary Approvals"), for the operation of the License and the Business; and

WHEREAS, in furtherance of the foregoing Company desires to have Consultant consult and provide certain Services (as hereinafter defined), consistent with Consultant's expertise and experience, which Services are intended to assist Company in developing the Business, and in obtaining an Operating Agreement and all necessary approvals.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

1. **Term.** The Parties acknowledge this Agreement is temporary. This Agreement commences on the date that Company is issued a License, or upon the date that this Agreement receives approval from the Department, if required (the "Effective Date"), and continues until mutually terminated by the Parties, in accordance with this Agreement (the "Term").

2. **Services to be Provided.**

(a) **Services.** During the Term, and subject to the terms and conditions contained herein and at all times under the oversight of the manager(s) (the "**Managers**") or members (the "**Members**") of Company, as applicable, Consultant shall consult with respect to the operation of the Business to the extent permissible under applicable state law without jeopardizing Company's receipt of the License including, without limitation, providing or causing any third party engaged by Consultant (Consultant and such third parties, collectively, the "**Consultants**") to provide, all services and to take all actions delegated by Company (and subject to Company oversight), which Consultant recommends to Company as being necessary or desirable in order for Consultant to (i) facilitate or help conduct the Business, including but not limited to: (1) locating, renting or purchasing the real property in which the Business will be operated (the "**Real Estate**"), (2) developing and constructing a dispensary on the Real Estate (the "**Facility**"), (3) hiring, training, and licensing employees to work in the Facility, (4) establishing processes and procedures for the operation of the Business, and (5) administering the daily operations of the Facility, and (ii) otherwise act in all other matters in collaboration with Company ((i) and (ii) above, collectively, the "**Services**"), in exchange for the Service Fee (as defined below). For the avoidance of any doubt, in connection with the foregoing, Consultant is hereby authorized to cause Company to enter into a lease of the Real Estate on market terms in the reasonable good faith discretion of Company. Notwithstanding the foregoing, in the event that any prospective lease shall be between Company and Consultant or any of Consultant's affiliates or subsidiaries, Consultant shall not cause Company to enter into such lease without Company's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Consultant shall report to the Managers or the Members, as applicable, from time to time and the Managers or the Members, as applicable, shall remain in control of Company except and only to the extent the Managers or the Members have delegated certain tasks to Consultant pursuant to this Agreement. For the avoidance of any doubt, the Managers or the Members, as applicable, shall have final say as it pertains to any action taken by Company during the Term. The Parties agree this is not a permanent management agreement and Consultant's services are temporary conditional management services only.

(b) **Tax Matters; Corporate Filings.** As part of the Services, Consultant shall, on Company's behalf, prepare and, with consent of Company, file, or cause to be prepared and filed by qualified professionals, all annual reports, tax reports, tax returns and other filings required to be filed by Company with local, state, federal, and other regulatory, administrative or governmental agencies and bodies. Prior to the filing or submitting of any of the foregoing, Consultant shall send the same to Company for approval. All amounts payable (or, if applicable, receivable) with respect to any of such taxes for the period prior to the Closing shall be the responsibility and right of and shall be for the account of Company.

(c) **Company Cooperation.** During the Term, Company shall take all reasonable best efforts, and shall cause each of its Affiliates (as defined below) and its and their respective employees and agents to take all reasonable best efforts to: (i) cooperate with Consultant with respect to the provision of the Services; and (ii) enable Consultant to

provide the Services. Neither Company, nor any of its Affiliates nor any of its or their respective employees or agents shall, knowingly take any action which would substantially interfere with, or substantially increase the cost of, Consultant providing (or causing to be provided) any of the Services. Without limiting the foregoing, Company shall, and shall cause each of its Affiliates and its and their respective employees and agents to: (i) make available to Consultant all information and materials reasonably requested by Consultant to enable it to provide any of the Services; and (ii) provide Consultant with reasonable access at all times to (x) the books and records related to the provision of the Services and the other terms and conditions of this Agreement; and (y) Company's personnel, contractors, and facilities for the purpose of training and consultation with respect to the Services. For purposes hereof, "Affiliate" means, with respect to a Person (as defined below), a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, such Person; and "Person" means any individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, government (or an agency or subdivision thereof) or other entity of any kind.

(d) Company Cooperation with Third Parties. To the extent Consultant has entered into any third-party service agreements in connection with any of the Services, with the ultimate approval of, and consultation with, Company (such approval shall not be unreasonably withheld, conditioned, or delayed), Company shall, and shall cause each of its Affiliates and its and their respective employees and agents to comply with the terms of such agreements to the extent such terms are commercially reasonable and Company has received prior written notice of such terms.

3. Compensation to Consultant. In consideration of the provision of Services pursuant to this Agreement, Company will pay fees equal to all of Consultant's reasonable costs (the "Service Costs") accrued while providing the Services (the "Reimbursement Fee"). Consultant shall provide Company with monthly invoices ("Invoices") setting forth in writing with reasonable detail all Service Costs for such month, and Consultant shall have fifteen (15) days from the receipt of such Invoice to pay any Reimbursement Fee due as set forth in the Invoice. From the issuance of the License until the Facility becomes operational, Company shall pay Consultant \$1 per month (together with the Reimbursement Fee, the "Service Fees"), such fees to be deferred and becoming due at the completion of the Term. Upon the Facility becoming operational, the Service Fee shall increase to \$10,000 per month plus the Reimbursement Fee for the first six (6) months of operation and \$50,000 per month plus the Reimbursement Fee thereafter. The Service Fee shall be revisited and negotiated at six-month intervals from that point forward.. Company's obligation to pay the Service Fee pursuant to this section survives termination of this Agreement. For the avoidance of any doubt Consultant will receive no ownership interest or control in Company or any license of Company in connection with this Agreement or the Services.

4. Representations, Warranties, and Covenants of the Parties. Each Party represents, warrants, and covenants to the other Party, with the understanding that the other Party is relying upon such representations, warranties, and covenants, that:

(a) such Party will pursue in good faith, for the benefit of Company, all Necessary Approvals, licenses, permits, or other authorizations to operate the Business and

the timely satisfaction of laws or other regulatory requirements that affect the Business, including those imposed by, under, or pursuant to the Applicable MO Laws or otherwise by the Department;

(b) such Party will use commercially reasonable efforts to comply in all respects with the Applicable MO Laws or otherwise as required by the Department;

(c) such Party has the full right, power, and authority to enter into this Agreement and be bound by the terms of this Agreement without the consent of any other Person;

(d) the execution and delivery of this Agreement and the performance by such Party of its obligations pursuant to this Agreement do not and will not constitute a breach of or a default under any other agreement or obligation applicable to such Party;

(e) upon execution and delivery of this Agreement, this Agreement will constitute the valid and binding obligation of such Party; and

(f) all information supplied by such Party or its agents to the other Party or its agents will be true, complete, and correct as of the time furnished, and to the supplying Party's knowledge will not fail to state a material fact necessary to make any of such information not misleading under the circumstances.

5. **Indemnification.** Notwithstanding anything to the contrary set forth herein:

(a) Except as set forth in Section 5(f), neither Consultant nor any of its respective Affiliates, nor any of its or their respective members, partners, equity holders, officers, directors, employees, agents or representatives shall have any liability in contract, tort or otherwise, for or in connection with (a) any Services rendered or to be rendered by Consultant pursuant to this Agreement, (b) the transactions contemplated by this Agreement or (c) any such Party's actions or inactions in connection with providing any Services to Company.

(b) Neither Company, nor Consultant nor any of its respective Affiliates, nor any of its or their respective members, partners, equity holders, officers, directors, employees, agents or representatives shall have any liability in contract, tort or otherwise, for or in connection with any acts or omissions taken by Company or Consultant at the written request or written direction of Consultant in connection with the Services.

(c) In no event shall any Party be liable for any special, incidental, consequential (including loss of revenues or profits), indirect, exemplary or punitive damages or any damages based on any type of multiple, whether arising under any legal or equitable theory or arising under or in connection with this Agreement, all of which are hereby excluded by agreement of the Parties regardless of whether or not a Party has been advised of the possibility of such damages. Notice of any claim for direct damages, including any claim for diminution of value, must specify the damage amount claimed and a description of the act or omission giving rise to the claim.

(d) Nothing in this Section 5 shall be deemed to eliminate or limit, in any respect, Company's express obligation in this Agreement to pay Service Fees for the Services rendered in accordance with this Agreement.

(e) Subject to the limitations set forth in this Section 5, Company agrees to indemnify, defend and hold harmless Consultant and its members, partners, equity holders, officers, directors, employees, agents or representatives (collectively, the "Consultant Indemnitees") from any and all third party claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees and other expenses of litigation) (collectively, "Agreement Damages") arising out of or connected in any way with (i) any breach by Company of its representations, warranties, obligations and covenants contained herein, or (ii) any acts or omissions by Company that materially frustrate Company's License or receipt of any other Necessary Approvals; provided, that Company shall not be required to indemnify or hold harmless any Consultant Indemnitee from and against any Agreement Damages to the extent that a Consultant Indemnitee requested in writing that Company take the actions that result in the applicable Agreement Damages.

(f) Subject to the limitations set forth in this Section 5, Consultant agrees to indemnify, defend and hold harmless Company and its members, partners, equity holders, officers, directors, employees, agents or representatives (collectively, the "Company Indemnitees") from any and all Agreement Damages arising out of or connected with (i) any material breach by Consultant of its representations, warranties, obligations and covenants herein; or (ii) any acts or omissions by Consultant that materially frustrate Company's License or any other Necessary Approvals; provided, that Consultant shall not be required to indemnify or hold harmless any Company Indemnitee from and against any Agreement Damages in connection with the provision of Services to the extent that a Company Indemnitee directed or requested in writing that Consultant take the actions that result in the applicable Agreement Damages.

6. **Amendment Pursuant to Applicable Legal Restrictions.** This Agreement may be subject to approval from the Department. Once this Agreement is entered into by the Parties, if Department approval is required and is subsequently approved by the Department, the Parties understand that it cannot be changed, modified or amended. However, in the event any applicable law or order renders a Party's performance of its obligations hereunder illegal, improper, or impractical during the Term (including any ruling by the Department that the transactions contemplated by this Agreement violate any Applicable MO Laws), or that the transactions contemplated by this Agreement will or may cause the License to be terminated, suspended, non-renewed, or otherwise impaired in any way, the Parties will promptly meet and confer in good faith and attempt to amend this Agreement into such form as will cause the Parties relationship to comply with the Applicable MO Laws, the Department requirements, and all other state or local legal requirements, and otherwise prevent the License, or other registrations or certificates from being subject to termination, suspension, non-renewal, or other impairment. Notwithstanding the above, if a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

7. **Termination.** The parties may terminate this agreement upon mutual written agreement.

8. **Consultant Intellectual Property.** Consultant retains exclusive rights to all common law and statutory legal and equitable rights, including all intellectual property rights, in all materials provided by Consultant to Company or used in connection with this Agreement or the Services ("Consultant IP"). Without limiting the generality or applicability of the foregoing, Consultant IP includes the rights to any and all substantial derivative works. Company will not, by virtue of this Agreement, acquire any right in or to any Consultant IP, including any contribution to such Consultant IP by Company or Company's agents. Company will assign to Consultant immediately upon Consultant's request, for no consideration, any and all rights Company may acquire by operation of law or otherwise in or to any aspect of any Consultant IP and any derivative works. Company will not take any action or fail to take any action, or permit or aid any other Person in taking any action or failing to take any action, that is inconsistent or conflicts with Consultant's ownership of Consultant IP or this Section 8, which survives termination of this Agreement. Company will not on its own, or assist any other Person to, copy, attempt to re-create, reverse engineer, create derivative works from, or otherwise develop or attempt to develop the practical, substantially equivalent derivative work of any document or item belonging to Consultant, including the software, manuals, other materials, documents, and other items provided to Company by Consultant pursuant to this Agreement. No intellectual property created or contributed to by Consultant during the Term of or in furtherance of this Agreement will constitute a "work made for hire" or otherwise belong in whole or in part to Company or any Affiliate of Company. The use of Consultant IP by Company during the Term, as determined by Consultant in its sole discretion, shall not constitute a license to use Consultant IP in any way from and after the termination of this Agreement. Notwithstanding anything to the contrary contained in the foregoing, in the event this Agreement is terminated prior to Closing, Consultant will, as soon as reasonably practicable, make commercially reasonable efforts to assign to Company any third party software agreements in Consultant's name (if any, and to the extent such contracts are assignable) that have been entered into for use by the Business.

9. **Force Majeure.** Consultant shall not be responsible or liable for any delays in furnishing, or for failing to furnish, any Services to be provided pursuant to this Agreement if, and to the extent, such delay or failure arises from any cause beyond Consultant's reasonable control, including, but not limited to: (a) restrictions or prohibitions imposed by applicable laws or legal process, (b) war, acts of war, sabotage or terrorism, or any escalation or worsening of any such war or acts of war, sabotage or terrorism, (c) failure or interruption of networks or energy sources, (d) hurricanes, floods, earthquakes or other natural disasters and acts of God, or (e) epidemic or pandemic (including the COVID-19 pandemic) and any governmental restrictions or quarantines ordered as a result thereof or labor shortages created thereby.

10. **Assignment.** This Agreement is personal in its nature and no Party may assign, transfer, or delegate this Agreement or any rights, duties or obligations under this Agreement; provided, however, that Consultant may use third-party contractors to provide the Services pursuant to and in accordance with the terms and conditions of this Agreement.

11. **Amendment and Waiver.** This Agreement may be amended only in writing by mutual agreement of all of the Parties hereto and if and as required, upon prior approval of the

Department. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, and no waiver is a continuing waiver except as expressly provided in this Agreement. No waiver will be binding unless executed in writing by the Party making the waiver.

12. **No Partnership.** Consultant will at all times be an independent contractor. Nothing in this Agreement is intended to create an agency or partnership relationship or joint venture among the Parties, including under federal or state law. No Party has the authority to bind or commit the other Party in any respect, accept legal process on behalf of the other Party, or represent to any person that the Party is an agent of any other Party.

13. **Cannabis Laws.** The Parties hereby acknowledge that the production, sale, manufacture, possession, and use of cannabis is illegal under United States federal laws, rules, and regulations, including the aiding and abetting of a person engaging in such activities making a loan to a company engaging in such activities and entering into a transaction with a company engaging such activities. The Parties hereby further acknowledge that some or all of the transactions contemplated herein may violate or be in violation of United States federal laws, rules, and regulations concerning marijuana or cannabis. Given the foregoing and notwithstanding any United States federal laws, rules, and regulations, the Parties hereby expressly waive any defense to the enforcement of the terms and conditions of this Agreement based upon non-conformance with or violation of applicable laws relating to cannabis and the cannabis industry and acknowledge that no such cannabis-related violations of any United States federal laws, rules, and regulations shall render this Agreement or any of the terms and conditions thereof null, void, or otherwise unenforceable, to the extent permitted by the Applicable MO Laws.

14. **Dispute Resolution; Consent to Jurisdiction; Waiver of Jury Trial.**

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.

(b) In the event of any dispute or disagreement between the Parties hereto as to the interpretation of any provision of this Agreement, the Parties shall promptly meet in a good faith effort to resolve the dispute or disagreement. If the Parties do not resolve such dispute or disagreement within thirty (30) calendar days, each Party shall be free to exercise the remedies available to it specifically provided by this Agreement.

(c) The Parties agree that jurisdiction and venue in any action brought by any Party pursuant to this Agreement shall properly and exclusively lie in any state court located in the state of Missouri, County of Cole. By execution and delivery of this agreement, each Party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The Parties irrevocably agree that venue would be proper in any such court, and hereby waive any objection that any such court is an improper or inconvenient forum for the resolution of such action. The Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court.

(d) THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT OR ANY ACTION OR PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED HEREBY, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR PROCEEDING.


[signatures on following page]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound by this Agreement, have executed this Agreement as of the first date identified in the first sentence of this Agreement.

CONSULTANT

By: _____
Name: _____
Title: _____

EVER ECO LLC

DocuSigned by:

By: _____
Name: DESTINY BROWN
Title: Member

Conditional Management Services Agreement