

Exhibit 4

MEMORANDUM OF UNDERSTANDING

BETWEEN

ALCHEMIST CDC

and

FRANKLIN NEIGHBORHOOD DEVELOPMENT CORPORATION

I. Parties

Alchemist Community Development Corporation (hereafter referred to as “Alchemist CDC”) and Franklin Neighborhood Development Corporation (hereafter referred to as “FNDC”), each a “Party”, and collectively referred to as the “Parties”.

II. Term

This agreement is effective March 1, 2018 and sunsets September 30, 2018. At that time, both Parties will re-evaluate the agreement in September 2018 and determine if it remains in the best interest of both organizations to continue this partnership. This MOU may be amended by written mutual consent of both parties, and may be terminated by either party at any time with at least 30 calendar days written notice.

III. Amount

This is a zero dollar MOU. There is no cost to either Party, nor any exchange of money between FNDC and Alchemist CDC, associated with the processes defined in this MOU. However, as grants for this project are received, the Parties may find it appropriate to make the other Party a sub-recipient of a given grant. Such agreements will be detailed in additional MOUs, which can be appended to this.

Further, the Parties recognize that they will co-create revenue as part of the operation of the Mercado and Alchemy Kitchen. Revenue distribution and sharing will be worked out by future agreements.

IV. Background and Goal

This Agreement is established between FNDC and Alchemist CDC. This agreement delineates the responsibility of each party with respect to creating and successfully operating the Mercado and the Alchemy Kitchen food business incubator program housed within it.

The Parties agree the goal of the Mercado is to provide affordable retail space for businesses to launch and grow, while simultaneously creating a neighborhood destination, which will contribute to redefining the Franklin Blvd. corridor and spur community economic development for the entire neighborhood.

The Parties agree the goal of Alchemy Kitchen is to create economic self-sufficiency for low-income food entrepreneurs, while simultaneously connecting local farms to food businesses to close a food systems gap as well as build the entrepreneurial capacity and sustainability of the farmers as regionally impacted businesses. By providing affordable access to a commercial kitchen space as well as business support services, Alchemy Kitchen will provide participants the resources that propel business and economic success.

The Parties agree these two projects are mutually beneficial, especially to be housed together, and will work for the successful implementation of both projects.

V. Capacity Building

Parties to this agreement agree to the following:

1. Maintain a high level of professional standards related to the staff, volunteers and of both organizations;
2. Agree to work continuously to ensure and provide service delivery in response to community/client needs, maximize effectiveness and program promotion.
3. Work cooperatively in the development of proper messaging to use when communicating information to the public regarding this program.

VI. Description of Services

A. Alchemist CDC agrees to:

1. Pursue grants and funding to help fund the creation and operation of their Alchemy Kitchen program at the Mercado.
2. Develop programming and policies for the successful implementation of Alchemy Kitchen.
3. Collaborate with FNDC on development and operation of Alchemy Kitchen as it relates to the Mercado as a whole and the greater Franklin Blvd. district.

B. FNDC agrees to:

1. Pursue grants and funding to help fund the creation and operation of the Mercado.
2. Give Alchemist CDC full control over the commercial kitchen housed within the Mercado and control to develop the Alchemy Kitchen food business incubator program, with the exception that both Parties will collaborate on the development and operation of Alchemy Kitchen as it relates to the Mercado as whole and the greater Franklin Blvd district.
3. FNDC will create policies and procedures for the successful operation of the Mercado.

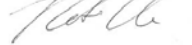
VII. Confidentiality

Any participant information obtained in the course of providing service shall be subject to confidentiality and disclosure provisions of applicable Federal and State Statutes and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above by affixing their signature hereafter:

Franklin Neighborhood Development Corporation

Alchemist Community Development Corporation

By:  _____
Nathan Ulsh, Executive Director

By: _____
Tiffany Rosso, Executive Director

Date: March 1, 2018

Date: _____

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Franklin Neighborhood Development Corporation

By: Nathan Ulsh
Nathan Ulsh, Executive Director

Date: March 1, 2018

Alchemist Community Development Corporation

By: Tiffany Rosso
Tiffany Rosso, Executive Director

Date: March 9, 2018