

LETTER OF INTENT TO INVEST

KitchClouds, LLC.
7925 Peaceful Par Dr.
Sarasota, Fl. 34241

Effective Date: _____

RE: Investment into a Business Proposal

This investment letter of intent, (the "Letter of Intent"), represents the basic terms for an agreement that shall be considered binding non-binding. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the parties involved.

The Investor: _____ (the "Investor").

The Investment: _____ (the "Investment"). (i.e., the business, partnership, or real estate.)

Investment Amount: \$ _____ (the "Investment Amount") shall be payable on the closing date.

Access to Information: After the execution of this Letter of Intent the Investor, and its advisors, shall have full access to all information about the Investment. The Investor shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Principal Members give their written consent.

Return of Materials: Any information that is obtained by the Investor through **KitchClouds, LLC.** shall be returned if a formal agreement cannot be reached.

Confidentiality: All negotiations regarding the Investment between the Investor and **KitchClouds LLC.** shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties. No press or other public release will be issued to the general public concerning the proposed Investment without mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

Formal Agreement: Choose One (1)

Pending the satisfaction of all materials by the Investor within ____ days a formal agreement shall be established between the parties.

There shall be no formal agreement created.

Good Faith Negotiations: The Investor and **KitchClouds, LLC**. agree to act honestly and diligently to enter into “good faith” negotiations to execute a formal agreement and/or close the transaction.

Exclusive Opportunity: Following the execution of this Letter of Intent, the parties agree to not negotiate or enter into discussions with any other party unless there are any existing agreements in place (e.g. option to purchase, first right of refusal, etc.).

Standstill Agreement: Following the execution of this Letter of Intent, **KitchClouds, LLC**. agrees not to sell any portion of the Investment.

Currency: All mentions of currency or the usage of the “\$” icon shall be known as referring to the US Dollar.

Governing Law: This Letter of Intent shall be governed under the laws by the State of Florida

Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

Severability. In case any provision or wording in this Letter of Intent shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Intent by no later than _____.

INVESTOR:

Investor’s Signature _____ Date _____

Print Name _____

KitchClouds, LLC.

Signature _____ Date _____

Print Name _____

_____ Date _____

Print Name _____

