



LETTER OF INTENT

Ramsay Agriculture, LLC
65 River Street
Jamestown, NY 14701

Re: Business Partnership with Ramsay Agriculture, LLC

Dear Client,

This letter represents the mutual consent and intention of both Parties to negotiate in good faith to enter into a formal procurement agreement setting forth the full and complete terms of both Parties' rights and obligations of the Parties and benefit to the Parties. _____ located at _____ is referred to as the "Client" and is interested in securing future services from Ramsay Agriculture, LLC, located at 65 River Street, Jamestown, NY.

Ramsay Agriculture, LLC is a new, premier service for:

- 1) Fresh, quality, local food in the County, and
- 2) Recycling, hauling, and disposing of your facility, company, or operation's organic waste.

We are the best service in the area for customers:

- More affordable than competitors
- Customizable, so you don't pay for anything you don't need
- Provide pesticide-free food that grows all year long
- Environmentally and socially responsible
- Adds local jobs and training opportunities for the County
- Creates clean, renewable energy for the local energy grid
- Team of experts dedicated to superior service.

As we prepare to serve the County, we are offering a **special discount of 20%** off the first three months to customers who sign a letter of intent to use our services. This letter of intent is **non-binding**, but upon our grand opening can be used by the signor to claim your additional savings on Ramsay Agriculture, LLC services.

As such, the Client intends to take advantage of this benefit by signing this Letter of Intent to provide a written expression of the mutual interest of the following Parties:

Client: Seeks to have feedstock materials (organic waste) removed from their possession/sites, which is a service Ramsay Agriculture would provide for Client.

And / or

Client seeks to purchase fresh grown pesticide free produce from Ramsay Agriculture, LLC and have Ramsay Agriculture, LLC deliver the produce to the client within 48 h of harvest.



Ramsay Agriculture, LLC: Seeks to acquire specific materials, collectively called “feedstock,” to be utilized in an anaerobic digester to produce methane gas that will fuel generators to produce electrical power to power an indoor hydroponic farming operation. This letter represents the mutual consent and intention of the Parties to negotiate in good faith to enter into a formal procurement agreement.

1. Prospective Transaction

The transaction, which the parties have expressed a mutual interest in, involves the removal of the feedstock from the Client by Ramsay Agriculture, LLC. The Prospective Transaction would involve a payment set below the market rates to Ramsay Agriculture, LLC.

2. Contingencies

Before parties can reach a final agreement, each Party hereto must be satisfied with its due diligence processes; the Parties agree to cooperate and exchange all information and documents required to negotiate the final formal procurement agreement for the feedstock.

3. Public Announcements and Confidentiality Agreement

All parties hereby agree not to disclose any information to the public regarding this Letter or any future negotiations that will take place without the relevant party's written consent. All information that the Parties share will remain strictly confidential between the parties and their legal representation.

4. Expenses

All parties agree to carry out their own expenses, including any legal or professional fees resulting from due diligence proceedings or any other matter associated with the intended transaction.

5. Non Binding Agreement and Governing Law

Except for the "Public Announcements and Confidentiality Agreement" section, this Letter of Intent is nonbinding for both parties. The laws of the State of New York shall govern this Letter of Intent.

6. Procurement Option Selection:

The Client enlists the Contractor to only haul organic waste from Client to Contractor CEA and anaerobic digestion facility(ies). The client would pay for labor, transportation costs and the reduced tipping fees associated with Ramsay Agriculture, LLC.

Option 1

The Client enlists the Contractor to deliver purchased CEA farmed produce and to haul organic waste from the Client to Contractor CEA and anaerobic digestion facility(ies). The Client would pay only for CEA-farmed produce and tipping fees. Produce will be delivered within 48 hours after harvesting.

Option 2



The Client becomes a “member” of the Ramsay Agriculture, LLC CEA. The Client enlists the Contractor to deliver purchased CEA farmed produce and to haul organic waste from Client to Contractor CEA and anaerobic digestion facility(ies). The Client would allow Ramsay Agriculture, LLC CEA to charge in advance for ordered CEA farmed produce at a discounted cost. Tipping fees are discounted. Produce will be delivered within 48 hours after harvesting.

Option 3

Sincerely,

Agreed to by Ramsay Agriculture, LLC

By: _____

Date: ____/____/____

And Accepted and Agreed to

By: _____

Date: ____/____/____