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All rights and data is exclusive to [REDACTED] LLC and not to be shared without [REDACTED] LLC permission. 2/13/19.

Date: 2/12/2019

Re: Letter of Intent to Purchase CBD Isolate Products

I am pleased to submit this confidential letter (the "LOI") to memorialize the understanding Buyer [REDACTED] s,LLC(hereinafter the "Buyer"), and the entity known as [REDACTED] (hereinafter the "Seller"). Collectively, Buyer and Seller will be known as the "Parties."

This letter is being offered prior to a detailed due diligence review, the purchase order being proposed pursuant to the terms hereof (the "Agreement") is expressly subject to: (i) the due diligence review of the

Seller and the Product by the Buyer and the (ii) mutually acceptable negotiation, execution and delivery of all appropriate documents necessary to memorialize the Agreement.

It is currently contemplated by the parties hereto that the general terms and conditions of the Agreement

will be as follows:

1. Prospective Transaction: The transaction, which the Parties have expressed a mutual interest in, involves the transfer of Cannabidiol Isolate (hereinafter "CBD Isolate") from the Seller to the Buyer.

a. Proof of Life will be provided after Proof of Funds are provided.

b. Video of Lab will be provided with virtual tour or live tour via teleconference from secure line. "Instructions will be provided."

c. Organization will be able to communicate with the Lab upon execution of the contract in reference to products to be delivered and receive a physical tour of the facility.

2. Purchase Price: The Prospective Transaction will involve payment from Buyer to Seller under the following terms:

a. Buyer will place a onetime order of N/A Kilogram(s)

i. Buyer wishes to purchase each Kilogram for a purchase price of \$4,000 per Kilogram.

(OR)

aa. Buyer will then commit to purchase for the duration of one year (1-year)

i. First purchases of 2,000 kilograms; followed immediately with 11 months of purchases of 1,000 kilograms per month. Completing the duration of one year (1-year).

ii. Buyer wishes to purchase each Kilogram for a purchase price of \$4,000.00per Kilogram.

b. Buyer will place total payment an escrow account.

c. Payment will be dispersed upon receipt of product.

3. Quality of Product: Seller guarantees that product will meet the following requirements:

a. CBD Isolate will be made to order, unless otherwise specified.

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b. CBD Isolate will be shipped within industry standard timeframe of harvest.

c. CBD Isolate will be picked up or delivered to be determined at buyers expense.

d. CBD Isolate will be processed using industry standard methodology.

e. CBD Isolate will be derived from domestic strains and cultivated from local sources.

f. CBD Isolate will not contain any traces of pesticides, growth hormones, or any synthetic chemicals

g. CBD Isolate will maintain a purity standard of 99.5% to 99.9%.

4. Due Diligence: Buyer will be entitled to inspect and analyze the Seller's product through independent lab testing. Buyer will be required to produce proof of funding at seller's request. Seller will provide a valid Certificate Of Analysis (COA) upon Buyer's request.

a. Upon review, should product fail to meet the standard requirements by Buyer, Seller will remedy failure through any/or all of the following methods:

i. Price reduction

ii. Breach Cure Period

iii. Accommodation discount for any delay or lack of continuity.

5. Contingencies: Before a final agreement can be made, Buyer and Seller must be satisfied with the due diligence review.

6. Definitive Agreement: The Definitive Agreement will be structured as a Purchase Agreement and will include customary covenants, conditions, and warranties.

7. Transactional Fees: Buyer agrees to pay for only those transactional expenses related to this purchase limited to only including;

a. Escrow Fees to be charged on every purchase. All Escrow Fees will be clearly identified on any and all forthcoming Purchase Agreements and shall be the sole responsibility of the buyer;

b. Shipping and Logistics expenses to be charged on every purchase. All Shipping and Logistics expenses will be clearly identified on any and all forthcoming Purchase Agreements and shall be the sole responsibility of the buyer;

8. Non-Binding Agreement: Except for the paragraph entitled "Confidentiality Agreement," the provisions in this Letter of Intent are for informational purposes only and are nonbinding on all Parties. The Prospective Transaction requires further negotiation and documentation, including preparing and executing a final agreement. This letter does not require either party to proceed to the completion of a binding final agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion.

9. Confidentiality Agreement: All parties agree not to release information with regards to this letter or any potential agreement without the separate written consent of all parties involved. All parties agree that the terms of this letter of intent and any 3 negotiations shall remain confidential between the parties and their legal representation.

10. Authority to Enter Letter of Intent: The parties signing this letter affirm they are authorized representative of their respective companies and have authority to enter into this Letter of Intent.

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11. Expenses Associated with this Letter of Intent and Due Diligence: The Parties agree to bear their own expenses, including attorney's and professional fees associated with any due diligence or any other matter associated with this Prospective Transaction.

Sincerely,

Agreed to by Buyer(s)

Company: [REDACTED], LLC

By: [REDACTED]

Name: [REDACTED]

Date: 2/14/19

Agreed to by Seller(s)

Company:

By:

Name:

Company:

By:

Name:

Date: