



Consulting and Business Development

'Your Success is OUR Business'

**Proposal for (CLIENT)
(Current Date)**

TO CLIENT:

LLJ Consulting and Business Development (LLJ) is prepared to provide (CLIENT) with the necessary expertise, effort and activities required to complete project development, access financing, negotiate contracts and bring the ethanol plant through start-up. We will email a weekly progress update and maintain an ongoing, as-needed communication with designated project representative(s). The primary contact for LLJ will be Larry Johnson and the primary contact(s) for CLIENT will be determined by CLIENT.

This is a draft proposal for the purpose of describing a variety of deliverables from LLJ to CLIENT. The goal of this contract will be to develop CLIENT as an ethanol plant owner/operator; to achieve financing and all the necessary contracts and activities required for that achievement, as expeditiously and as reasonably as possible. After securing and negotiating an Engineering, Procurement & Construction (EPC) contract and completion of financing, LLJ will offer a Phase II proposal to CLIENT for the purpose of managing CLIENT activities through construction, commissioning and start-up.

Since CLIENT has acquired business and development experience with previous endeavors and expects to be actively engaged with the development of the ethanol project, it is difficult to determine what services will be required of LLJ.

The following is a general description of the activities necessary for the successful packaging and completion of the CLIENT ethanol project. In each case where it states "LLJ will," the meaning is that LLJ is "capable of" and will either deliver, or provide direction and oversight, the extent of which will be determined by need. Whether LLJ actually delivers the described activity or just advises, it is certain that we will be able to provide significant savings in time and money.

Contract Scope and Deliverables

Develop strategy and timeline

LLJ will develop and submit a timeline of all activities within seven (10) calendar days of contract signing and provide weekly written reports of activities. This timeline and the weekly reports will be used as a benchmark to assess whether CLIENT is progressing on schedule.

Create development budget

LLJ will submit a proposed development budget within seven (10) calendar days of contract signing to encompass all anticipated costs necessary for equity formation, completion of financing, an EPC contract and a notice-to-proceed with construction.

Business Plan

LLJ will develop a professional quality Business Plan to coordinate with the offering proposal that will be made available to investors. The Business Plan will incorporate ten (10) year financial projections based on best available project cost estimates and industry standard operating assumptions and prices. The financials will be occasionally be updated to include the finalized EPC, vendor, procurement and marketing contracts.

Rail agreement

LLJ will support CLIENT and the selected design/engineering firm with planning assistance, negotiation and contract review to adequately service the rail needs and the best interests of CLIENT.

Marketing and Procurement contracts

LLJ will introduce and recommend firms for marketing ethanol and distillers grains and assist with negotiations of contracts. LLJ will also assist with grain procurement strategies and contracts.

SEC attorney

LLJ will recommend and CLIENT will engage a qualified attorney to prepare the offering documents to comply with all securities regulations. LLJ will assist legal counsel with the development of the offering document to assure that it is delivered on time and in a manner to best facilitate the offering to potential CLIENT investors.

Solicit offers from Design/Build contractors

It has been stated there are more than 170 ethanol projects in planning and all will be looking for commitments from engineering and construction firms. Only those with quality and well-defined projects and/or the ability to provide a cash payment will be able to assure early and timely construction. LLJ will deliver a design build team with the objective of starting construction in compliance with the schedule proposed by CLIENT.

Packaging CLIENT for investors and financing

LLJ will coordinate all activities to facilitate a favorable equity position for the owners and founders of CLIENT, while providing an attractive investment opportunity to potential investors.

Personnel

LLJ will provide recommendations for management structure and personnel and assist with interviews of potential management candidates

General support activities

LLJ will maintain a continuous oversight and monitoring of all CLIENT activities, with weekly communication and reporting. The ongoing objective will be to complete a quality project on the most aggressive, yet reasonable schedule. LLJ may find it necessary to engage technical experts for professional review or analysis of specific details of the CLIENT project. Any requests for unbudgeted expenses would be presented to the CLIENT owners for approval.

LLJ will provide an assessment of the various technologies currently available and new technologies anticipated in the near future to assist with the configuration of the proposed facility.

Termination

It is our intent that this contract can be cancelled or amended by either party at any time with no further obligation or penalty. We don't believe in continuing with a client that does not want to work with us or with a project that we cannot bring to a successful outcome. We expect weekly, benchmark progress reports will lead to mutual confidence and project success.

Non-Disclosure

LLJ and CLIENT will sign a confidentially agreement to protect proprietary information and to facilitate an open and honest working environment.

Compensation

LLJ is prepared to assist and advise CLIENT with whatever is necessary to complete financing and begin construction. This includes managing the completion of all necessary contracts, permits and agreements required to satisfy investors and financiers. We acknowledge there is no guarantee of success but we are confident that CLIENT has the necessary concept, location and partners to complete project development activities well ahead of many competing projects.

LLJ anticipates the activities and deliverables described above will require between__ and __ hours per week to achieve project success. The amount of time required will vary from week to week, depending on project demands, the level of activity and availability of CLIENT support. Our normal billing rate is \$200 per hour plus expenses but we believe our services have a greater value than simply the hours expended. We prefer to receive a monthly retainer and to proceed as a team member with the same objectives as the owner. If this method requiring mutual trust needs to be reevaluated for any reason, LLJ and CLIENT will immediately discuss corrective options.

LLJ will commit the time and effort necessary to achieve the project objectives for a minimum monthly payment of \$_____ plus documented expenses. Documented expenses will include travel, commercial printing and any professional services approved in advance by CLIENT management. Travel expenses will be limited to transportation, lodging and a per diem of \$50/day.

This proposal may take effect at any time both parties agree to any changes and attach their signatures. The LLJ attorney will then incorporate this document's intent into a legal contract, to which this document will become an attachment. The first month's payment will be due upon signing of the contract.

Larry Johnson

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