

5257 Buckeystown Pike, Unit 305
Frederick, MD 21704

RE: FEDEX ROUTE SALES SUPPORT – FINDER SERVICES

Thank you for inquiring about MyGround Support's assistance in the sale of your FedEx Routes and related assets. MyGround Support is excited to assist in the sale of your FedEx Routes, a colloquial term for P&D service areas/contracts, linehaul runs/contracts, and related assets.

At a high level, the fee associated with the service is 6% of the final sales price of the FedEx Routes and related assets, paid when and if a Buyer completes the purchase.

The following services are provided as detailed in the enclosed Agreement:

- Marketing your FedEx Routes and related assets on National Business for Sale Sites and notification to MyGround Support's list of interested parties using an advertisement you approve
- Providing prospective Buyers that have completed a Confidential Information Release & Non-Disclosure Agreement (NDA), or Recipients with the following:
 - Marketing Prospectus
 - High level information on FedEx Ground contracting and FedEx Routes
 - Data and information regarding your sale including any financial data
 - Fielding inquiries and providing your Answers to Questions regarding your sale
- Presenting you Letter of Intent (LOIs) and/or Purchase Offers from prospective Buyers for consideration and acceptance

To commence the services please complete the enclosed Agreement. Upon receipt of the Agreement a data call of necessary information will be provided and a phone call will be scheduled to review aspects of the sales support.

If you have any questions, please feel free to reach out via phone at 240-490-2895 or email at customerservice@mygroundsupport.com

Sincerely,



Managing Member
MyGround Support LLC

Encl: Agreement

FINDER'S FEE AGREEMENT

THIS FINDER'S FEE AGREEMENT (the "Agreement") is made by and between MyGround Support (the "Finder"), a Maryland limited liability corporation with an address of 5257 Buckeystown Pike, Unit 305, Frederick, MD 21704 and

_____ (the "Client") with an address of
(Corporation Name)

(street address)

(city)

(state)

(zip code)

RECITALS

A. WHEREAS Client is a FedEx Ground contracted service provider (CSP) holding and operating "FedEx Routes" (a colloquial reference) and related assets associated with the operation of FedEx Routes. The colloquial reference of "FedEx Routes" refers to service areas and/or contracts whereby a CSP provides parcel pickup & delivery (P&D) and/or linehaul services to FedEx Ground Package Systems, Inc (and herein referenced as FedEx Routes);

B. WHEREAS, Client desires to obtain exclusive Finder services to aid in the sale of Client FedEx Routes and related assets used in the operation of FedEx Routes (the "Sale Assets");

C. WHEREAS Client agrees to exclusively appoint the Finder as an independent contractor to perform such Services and the Finder hereby agrees to provide such services to the Client;

D. AND WHEREAS Client represents and warrants to the Finder that information and data the Client will provide in Appendix A of the agreement and any Addendums during the term of this agreement as well as any other information and data provided by the Client to the Finder is true and accurate to the best of the Client's ability. The Finder does not conduct any investigation to verify the information and data provided by the Client. The Finder is not responsible for the accuracy of any Client information or data.

NOW THEREFORE, in consideration of the mutual covenants, fees, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SERVICES: Client hereby exclusively appoints the Finder for the purpose of aiding in the sale facilitation of the Client's Sale Assets, with the goal of Discovery (as defined in the "Discovery" section) of Buyers for the Client's Sale Assets. The Finder's assistance may include the following, none of which are required to fulfill the definition of Discovery:

1. Publicly marketing the Sale Assets with a Client approved Advertisement
2. Supporting the obtainment of completed a Confidential Information Release & Non-Disclosure Agreement (NDA) from prospective Buyers utilizing the Confidential Information Release & Non-Disclosure Agreement (NDA), in Appendix B of this Agreement.
3. Providing prospective Buyers that have completed a Confidential Information Release & Non-Disclosure Agreement (NDA), or Recipients, with the following prior to the execution of any formal Purchase Agreement related to the Sale Assets:
 - a. Client approved Prospectus
 - b. High level information on FedEx Ground contracting and FedEx Routes
 - c. Client provided data and information including any financial data
 - d. Client provided Answers to Recipient Questions received by the Finder

4. Presenting any Letter of Intent (LOI) utilizing the Sample Non-Binding LOI Template in Appendix C of this Agreement, or any other forms of Buyer provided LOIs and Purchase Offers from prospective Buyers to the Client

When a LOI or Purchase Offer associated with the Sale Assets is in an accepted state with the Client, the Finder has no additional, active role in the transaction. The Client shall keep the Finder up to date on the timing and status of proposed transaction no less than weekly including the estimated close date of the transaction.

OUT OF SCOPE SERVICES: For clarity, the Finder's services do not include legal, tax, due diligence or any other transactional closing support and are out of scope. Finder provides no services nor performs any role as an Escrow Agent, Closing Agent, Legal or Contracts Advisor, Financial Advisor, Fiduciary, Stock Broker, or Tax Advisor in the transaction.

DEFINITION OF SALE ASSETS: The Sale Assets are [] P&D or [] Linehaul FedEx Routes and related assets, primarily based out of _____, _____, to be further described in Appendix A of this Agreement. (city) (state)

DISCOVERY: Finder's "Discovery" of Buyers shall be defined as and occur if a Buyer is identified and introduced by the Finder in writing via email to the Client during the defined Retention Period. For purposes of Discovery, the definition of a Buyer includes legal entities or the individual name of a shareholder or officer of a legal entity (present or future) that ultimately becomes the Buyer. Introduction could be as simple as an email stating the Buyer expressed interest in the Client's Sale Assets.

TERM AND RETENTION PERIOD: The exclusive rights granted by this Agreement shall commence on _____ ("Effective Date") and the "Retention Period" shall continue to the six (6) month anniversary of the Effective Date. The Retention Period may be extended by the mutual consent of the parties by affixing their respective initials, as follows:

Extended until _____, initials: _____

NECESSARY INFORMATION AND DATA: Client shall be solely responsible to supply the Finder all information related to the Sales Assets including, but not limited to, materials, data, contracts, financials, employee data, tax filings, and other documents necessary to support the Services agreed under this Agreement including any timely updates to any such data. Finder does not verify any of the Client's information. Client acknowledges and agrees that the accuracy of all information and data, presented to Buyers is the sole responsibility of the Client.

As referenced in Services, a marketing Advertisement and Prospectus will be assembled by the Finder based on Client provided information and data along with general industry information and data. The Advertisement and Prospectus will be submitted to the Client by email for review and approval before being used in any marketing and dissemination. The Client shall identify any corrections needed. The marketing Advertisement and Prospectus will become Addendums to this Agreement once approved by the Client.

FINDER'S FEE: Upon closing of any sale of the Assets between the Client and a Buyer, and to which Discovery of the Buyer was performed by the Finder in the Retention Period, including extension periods, Client agrees to pay the Finder a Fee computed in accordance with the terms described below:

- (a) The Finder's Fee payable by the Client to the Finder shall be of 6% of the full Sales Price as defined within this section, regardless of any payment terms, excluding any contingencies, and/or excluding any holdback amounts associated with the Sale Price and transaction. Examples of payment terms or holdbacks include but are not limited to "earn out" payments, "contingent payments", Seller notes, holdback amounts, or any other terms in which the full Sales Price is not paid at transaction closing. The Finder's Fee is not subject to negotiation for any reason.
- (b) The Sales Price of the Sale Assets shall include any valuable consideration in any form which is directly or indirectly paid to or for the benefit of Client for the sale or other disposition of the Sale Assets, including without limitation, (i) the consideration to be paid for the sale of all tangible and intangible assets of the Sale Assets; (ii) value of any post transaction services such as training or other services; (iii) stock sale will be treated like an asset sale for the purposes of calculating the Finder's Fee. The consideration to be paid for any stock, shares, or other ownership interest evidencing direct or indirect ownership of the Assets, which consideration shall include, without limitation, the direct payments for such interest plus all debts and obligations (including leases and non-shareholder indebtedness) of the Assets which continue to be reflected on the financial records of the Assets following the closing of the Sale; (iii) any and all consideration to be paid for any seller note, non-competition, consulting, employment or other agreements in which any person pays compensation to or for the benefit of Client or the seller(s), officers, directors, employees, or agents of Client; or (iv) any debt assumption, lease assumption or other obligations to be assumed or incurred by the buyer in connection with any transaction relating to Client or the Assets (the "Sales Price").
- (c) The Finder's Fee shall be due and payable in full to the Finder at the Closing of any such transaction via wire transfer or ACH of immediately available funds of the Client's or proceeds issued directly from any closing escrow. The Finder shall provide wire transfer and/or ACH instructions and an electronic invoice at least seven (7) calendar days prior to the anticipated closing date of the transaction. The Client shall provide the wire transfer and/or ACH instructions and the electronic invoice to the Closing agent or other party handling the closing activities.
- (d) In the event the Finder's Fee is not paid at Closing, it is considered delinquent. Client agrees to pay an additional 10% penalty of the Finder's Fee as a late fee penalty to Finder for any amount due not received within three (3) calendar days of the Closing. Client agrees that any amount not paid within thirty (30) calendar days of the Closing will result in collections activities against the Client. The Client expressly agrees to be responsible for the full amount due plus daily interest at the maximum amount permitted by law, legal fees, and other costs related to the collection of the amount due.
- (e) If the Buyer purchases less than all of the Client's Sake Assets and is granted an option to purchase the remainder at a future date, the Finder will be paid in cash or cash equivalent at closing for the part of Sale Assets sold at closing, as set forth above, and upon the buyer exercising the option to purchase the balance of the Sale Assets at some later date, the Finder

will be paid for that part of the sale in cash, cash equivalents or a wire transfer at the closing of the option purchase.

- (f) If, during the period of six (6) months after the conclusion of the Retention Period, including extension periods, Client shall enter into any transaction or agreement which shall have occurred as a result of the efforts of the Finder or if such transaction is consummated with Buyer, including extension periods, then Client shall pay the Finder all fees payable pursuant to this Agreement.

STOCK SALES: If a stock sale relating to the Assets is negotiated, it is understood that Client's tax counsel or representative will direct the negotiations and structuring of any such transaction; and that the Finder will not directly or indirectly participate in the distribution of a security, or engage directly or indirectly as agent, broker or principal in the business of offering, selling, trading or "otherwise dealing in" securities issued by another person. The Client is solely responsible for ensuring any stock sale is conducted pursuant to SEC rules and any other applicable facets of a stock sale. Accordingly, if a dispute arises that would fall within the authority of any state of federal regulatory authority, due to a transfer of Client's stock to a buyer, Client agrees to defend, indemnify and hold the Finder harmless from any liability, cost or expense including any claims, suits or fines and/or attorney fees in the defense of any such governmental actions.

NON-CIRCUMVENTION: During the term of the Retention Period and during the period of six (6) months after the conclusion of the Retention Period, Client will not attempt to conduct a sale, or otherwise solicit Buyers discovered or otherwise referred by the Finder to the Client for the purpose of circumventing, the result of which shall be to prevent the Finder from realizing or recognizing the Finder's Fee. If such circumvention occurs the Client is in breach of this agreement and Client shall render Finder's Fees of the sale price plus liquidated damages in the amount of fifty thousand dollars (\$50,000) to the Finder.

MUTUAL CONSENT TO ARBITRATION; GOVERNING LAW: The Finder and Client mutually agree any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to and settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of arbitration shall be Frederick, MD and laws of the state of Maryland shall apply, without regard to principles of conflict of laws. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages unless specifically denoted in this Agreement. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of the American Arbitration Association. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE FINDER, ITS OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF INVESTMENT, OR ANY OTHER DAMAGES ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT.

INDEMNITY: Client agrees to defend and indemnify the Finder, its officers, members, employees and agents from any liability, claim or expense, including reasonable attorney's fees, arising out of or in connection with this Agreement or the services of the Finder hereunder, and including without

limitation, any liability arising from any false, inaccurate or misleading information provided to a Buyer by the Finder; any information provided to the Finder by the Client, and subsequently provided to a Buyer by Finder. This Agreement will confirm, if any loss, damages, adverse tax consequences, governmental securities issues, or any other legal issues or disputes that arise as a result of Buyer acquiring the Sales Assets, that Client will agree to defend, release, indemnify, and hold the Finder, its agents, associates or independent contract relationships, harmless from any liability, cost or expense, including legal fees, resulting from any legal actions or suits by the Client or brought against the Client. Client agrees to never to include the Finder, its owners, and agents in any litigation or lawsuits that may arise as a result of this Agreement or as a result of a Buyer pursuing or completing the acquisition of the Sales Assets with the Client.

WAIVER AND SEVERABILITY: The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

DISCLOSURE: Finder makes no representations, expressed or implied, a sale will occur as a result of the Services furnished under this Agreement. Client acknowledges exclusivity of Agreement and agrees to not appoint any other Finder or Broker during the Retention Period of this Agreement in conjunction with the sale of the Assets.

IN WITNESS WHEREOF, Client has agreed to, accepted, and executed this Agreement on this _____ day of _____, _____

Client (Entity Name): _____

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, Finder has agreed to, accepted, and executed this Agreement on this _____ day of _____, _____

Finder: MyGround Support LLC

By: _____

Printed Name: _____

Title: _____

Appendix A: Sale Assets

Instructions: The information in Appendix A shall be completed by the Client or completed with the Finder via interview. The Client shall then review Appendix A for accuracy once completed via either method and attest if accurate, if indeed accurate below.

I attest the completed Appendix A information and data is true and accurate to the best of my ability on this page. I acknowledge Appendix A is governed by all terms of the executed Finder's Fee Agreement with MyGround Support.

Client Signature: _____

Date: _____

General Asset/Business Information

Data Element	Value (per Client)
Location/Terminal	
Year Established	
Number of Managers	
Number of Drivers	
Level of Involvement of Owner (FT, PT, etc)	
P&D Only	
ZIP Codes Served	
Number of P&D Vehicles used in Daily Operations	
Full ISP Agreement Transfer or Carve Out of CSA?	
Linehaul Only - Specify Number of Linehaul Runs	
Solo Assigned	
Solo Unassigned	
Team Assigned	
Team Unassigned	

Data Element	Definition	Value (per Client)
Asking Price	Total Asking Price of All Assets for Sale	\$
Reason for Selling	The stated reason for selling	
Is Seller Financing Available?	Enter amount of any seller financing offered	\$

General Financial Information

Data Element	Definition	Client Forecasted Value (per Client)
Forecasted Annual Gross Revenue for current year	Forecasted Annual Income before any costs or expenses have been deducted	\$
Forecasted Annual EBITDA for current year	Forecasted Net Earnings before Interest, Taxes, Depreciation, & Other Amortized Items	\$
Forecasted Annual Cash Flow for current year	Forecasted EBITDA plus any payments made to the owner	\$

Items Available to Potential Buyers

Denote if Item Available & Will be Provided by Client

Item	Available & Will be Provided? Yes or No
Current FXG Agreement (all pages)	
FXG Settlement Sheets (YTD)	
FXG Settlement Sheets (Last Full Yr)	
YTD P&L or Income Statement	
YTD Payroll Records by Driver/Employee	
Tax Returns in Last 1 to 3 Years	
FXG 1099s in Last 1 to 3 Years	
Last PCAT (P&D Only)	
YTD Daily Svc Worksheets (P&D Only)	
At least One Month of Current Vendor Invoices	
Copies of Leases (Leased Vehicles Only)	

Appendix A: Sale Assets [Continued]

Instructions: The information in Appendix A shall be completed by the Client or completed with the Finder via interview. The Client shall then review Appendix A for accuracy once completed via either method and attest if accurate, if indeed accurate below.

I attest the completed Appendix A information and data is true and accurate to the best of my ability on this page. I acknowledge Appendix A is governed by all terms of the executed Finder's Fee Agreement with MyGround Support.

Client Signature: _____

Date: _____

Vehicles Included in Sale

[illegible]

Appendix B: Confidential Information Release & Non-Disclosure Agreement (NDA)

Confidential Information Release & Non-Disclosure Agreement (NDA)

Seller is willing to disclose Confidential Information to a Recipient so that Recipient can evaluate a possible purchase of "FedEx Routes" (a colloquial reference) and related assets associated with the operation of FedEx Routes, but only on the conditions stated in this Agreement. The colloquial reference of "FedEx Routes" refers to service areas and/or contracts whereby a contracted service provider provides parcel pickup & delivery (P&D) and/or linehaul services to FedEx Ground Package Systems.

Recipient acknowledges that the Confidential Information is of inherent substantial commercial value. Recipient acknowledges his/her receipt of the same from Seller will place it in a position of having acquired a significant amount of information about the Seller and its FedEx Routes than would be otherwise be publicly available to the Recipient.

In consideration of the release of Confidential Information to the Recipient, Recipient, being legally bound, attests that he/she:

1. Is not associated with a FedEx Ground contractor (shareholder, officer, or otherwise) seeking competitive information nor is a service provider/consultant to FedEx Ground contractors seeking industry or competitive information
2. Will keep confidential any nonpublic information about the Transaction or the Seller's FedEx Routes. Such information will be marked or advised as Confidential Information. Confidential Information may be written, oral, or in other forms.
3. Holds funds and/or financing abilities to complete a Transaction at the purchase price advertised (evidence required)
4. Will only use Confidential Information to evaluate and/or negotiate the Transaction and no other purpose.
5. Will only disclose Confidential Information to professional advisors hired by the Recipient who require specific information to evaluate the Transaction. Recipient shall ensure such professional advisors comply with the restrictions imposed on Recipient by this agreement, or such violations by the professional advisors will be deemed a breach by Recipient.
6. Will use reasonable care to protect the Confidential Information and will destroy all materials furnished after 30 days of receipt unless a transaction is consummated

Recipient acknowledges that its breach of this agreement would cause irreparable harm to the Seller. In the event of a breach or default under this agreement, Seller will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages. This agreement does not require either party to enter into the Transaction, does not create any agency or partnership between the parties, and does not require that Seller disclose specific Confidential Information. This agreement does not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Seller; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from Seller, as evidenced by Recipient's written records. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Seller.

Furthermore, in consideration of the release of Confidential Information to the Recipient, Recipient agreeing to be legally bound, agrees to indemnify and hold harmless MyGround Support LLC and its agents, employees, officers, directors, shareholders, and affiliates against any and all claims, demands, causes of action, costs or expenses, loss of investment, or any form of liability whatsoever associated with a Transaction. Recipient acknowledges that:

1. MyGround Support is a Finder providing services to the Seller and does not represent the Recipient or potential Buyer.
2. MyGround Support does not warrant the accuracy of any information related to the Transaction, Seller's assets, or otherwise. MyGround Support does not verify any financials, data, or other information related to the Transaction. Verification of the accuracy of all information and data supplied to the Recipient is the sole responsibility of the Recipient.
3. Recipients are encouraged to perform their own due diligence of the Transaction in conjunction with a Recipient's respective financial, tax, and legal counsel.

IN WITNESS WHEREOF, Recipient has agreed to, accepted, and executed this Agreement on _____.

Signature of Recipient: _____

Recipient Legal Name: _____

Address (Street): _____

Address (City, State, Zip): _____

Email & Phone Number: _____

Finder Initials _____ Client Initials _____

Appendix C: Sample Non-Binding Letter of Intent (LOI) Template – Page 1

Important Terms of Use: This sample Non-Binding Letter of Intent template is in no way intended to be legal advice nor is it a substitute for a lawyer or professional legal advice. MyGround Support LLC is not a lawyer, legal counsel, or law firm. MyGround Support LLC does not engage in the practice of law. MyGround Support LLC cannot and does not provide legal advice or legal representation. No parties to a transaction are under any obligation to use this sample template and by utilizing this sample template, the user agrees to and acknowledges the terms of use and will seek professional legal advice for legal counsel as he/she sees fit.

[Buyer Name]
[Buyer Address]
[Buyer City, State ZIP]

[Date]

[Seller Entity Name]
[Seller Corporate Officer]
[Seller Address]
[Seller City, State ZIP]

RE: Letter of Intent to Purchase FedEx Routes and Related Assets

Dear [Seller Corporate Officer Name],

This non-binding letter of intent is intended to outline the high levels terms of a proposal by [Buyer Name] or an entity to which he/she is a shareholder of (the "Buyer") to purchase "FedEx Routes" (a colloquial reference) and related assets from [Seller Entity Name] (the "Seller") an existing FedEx Ground contracted service provider upon which you are a corporate officer and/or shareholder of.

The colloquial reference of "FedEx Routes" refers to service areas and/or contracts whereby a contracted service provider provides parcel pickup & delivery (P&D) and/or linehaul services to FedEx Ground Package Systems.

The Seller wishes to propose high level terms for a tentative purchase of certain assets that would be further defined and detailed in an Asset Purchase Agreement. The high-level terms are outlined herein.

Description of FedEx Routes and Related Assets: The Buyer intends to purchase the transferable contractual rights of the Seller's current service provider agreement with FedEx Ground Package Systems or a portion thereof. The FedEx Routes are described as _____.

In addition, the Buyer intends to purchase or assume leases of the following vehicle related assets:

- (a) Vehicle 1 VIN
- (b) Vehicle 2 VIN
- (c) Vehicle 3 VIN
- (d)

Appendix C: Sample Non-Binding Letter of Intent (LOI) Template – Page 2

Purchase Price: The Buyer proposes a purchase price of \$_____ for the FedEx Routes and related assets.

Asset Purchase Agreement: The Buyer and Seller will commence good faith efforts in negotiating and executing a legally binding Asset Purchase Agreement upon acceptance of this letter. The buyer, at its own expense, has the responsibility to present a first draft of the Asset Purchase Agreement to the Seller. After the first draft is presented, each party is responsible for its own expenses in negotiating the ultimate Asset Purchase Agreement that is executed including Legal fees and other fees

Escrow Deposit & Established of Closing Agent: The Buyer will deposit 6% of the Purchase Price with an Escrow/Closing Agent of the Buyer's choice, and at its own expense as part of the execution of the negotiated Asset Purchase Agreement. The Escrow Deposit will be governed by the terms of the negotiated Asset Purchase Agreement. At a minimum the Escrow Deposit should be fully refundable to the Buyer in the event the transaction is not approved by FedEx Ground. The Escrow/Closing Agent chosen by the Buyer will ultimately conduct the closing of the transaction and shall be specified in the negotiated Asset Purchase Agreement

Financing: The Buyer is relying on financing to complete the transaction in an amount not to exceed 80% of the proposed Purchase Price. The Buyer, at its own expense and effort, will commence financing applications for the Transaction upon acceptance of this letter with lenders of its choice. The Seller will directly support the Buyer with any required data requests for any financing applications. Financing information and financing contingencies will be specified and governed by the terms of the negotiated Asset Purchase Agreement.

Due Diligence: The Buyer, at its own discretion and expense, will commence due diligence and inspection activities on the tentative purchase once a negotiated Asset Purchase Agreement has been executed and as specified in and under the terms of the negotiated Asset Purchase Agreement. The Due Diligence period is expected to be approximately two to three weeks. The Buyer will work directly with the Seller in due diligence and inspection activities.

FedEx Ground Approval of the Transaction: The transfer of FedEx Routes require explicit FedEx Ground approval. The negotiated Asset Purchase Agreement will include a closing contingency of FedEx Ground approval of the transaction. The Seller will notify FedEx Ground of the transaction and work with the Buyer and FedEx Ground to obtain FedEx Ground's approval of the transaction. This activity will occur after Due Diligence completes and potentially after any other agreed upon contingencies are met as specified in and under the terms of the negotiated Asset Purchase Agreement. The Buyer may need to author a Request for Information (RFI) response for FedEx Ground at its own expense, participate in interviews with FedEx Ground, complete/pass background checks, establish various tax, government, and insurance accounts, and complete other vetting processes as part of the approval process.

Acknowledgement of Finder & Responsibility of Finder Fees: The Buyer acknowledges MyGround Support as the Finder to the transaction. The Buyer will notify MyGround Support of its chosen Escrow/Closing Agent. The Seller acknowledges it holds a Finder's Fee Agreement with MyGround Support and will duly carry out its responsibilities in its executed Finder's Fee Agreement including responsibility of payment of Finder Fees due. MyGround Support is not a party to the negotiated Asset Purchase Agreement, nor does it have any role in the due diligence process, financing process, FedEx Ground approval process, or closing of the transaction.

Appendix C: Sample Non-Binding Letter of Intent (LOI) Template – Page 3

Closing & Closing Costs: The Buyer and Seller will work in good faith to strive towards a goal of Closing of the transaction in three months or less and as specified in and under the terms of the negotiated Asset Purchase Agreement. The Buyer will work with its hired Escrow/Closing Agent, scheduling and conducting the Closing and working with the Seller in establishing the closing activities. Each party is responsible for its own expenses associated with the closing of the transaction except for the Escrow/Closing Agent, which is at the Buyer's expense.

Non-Binding: This document does not create a binding agreement between the Buyer and the Seller and is not enforceable. Only the future negotiated Asset Purchase Agreement, duly executed by the Buyer and the Seller will be enforceable. The terms and conditions of the executed Asset Purchase Agreement will supersede any terms and conditions contained in this document

If you are in agreement with the foregoing proposal, please sign and return one copy of this letter to me via the email address below and to MyGround Support (customerservice@mygroundsupport.com). This offer expires within 3 calendars days of its date if not executed by respective parties.

Very truly yours,

[Buyer Name]
[Buyer Email Address]

SELLER ACCEPTANCE

Seller Authorized Signature: _____

Name: _____

Date Agreed to: _____

Phone: _____

Email: _____