



5257 Buckeystown Pike, Unit 305
Frederick, MD 21704

Dear Prospective FedEx Route Purchaser,

Acquiring FedEx Routes is an exciting time requiring many steps. As a leader in FedEx Routes, Route Authority is excited to offer consulting support services to you as you consider becoming a FedEx Ground service provider through the potential purchase of FedEx Routes.

Route Authority offers phone support and a Due Diligence Support Deliverable for a fixed fee to assist in your due diligence activities of a FedEx Route opportunity. The Consulting Agreement on the following pages outlines the services and under what terms the services are offered. Fees for the services are based on the opportunity type and annual revenue of the FedEx Route opportunity as outlined below:

Opportunity Annual Revenue	Fee Schedule by Opportunity Type and Annual Revenue	
	P&D	Linehaul
\$0 ≤ \$ 500,000	\$1,800 Fee	\$1,500 Fee
\$500,001 ≤ \$1,000,000	\$2,300 Fee	\$2,000 Fee
\$1,000,001 ≤ \$1,500,000	\$2,800 Fee	\$2,500 Fee
\$1,500,001 ≤ \$2,000,000	\$3,500 Fee	\$3,000 Fee
\$2,000,001 ≤ \$3,000,000	\$4,500 Fee	\$4,000 Fee
\$3,000,001 ≤ \$10,000,000	\$6,000 Fee	\$5,000 Fee

Ready to Engage Route Authority?

To engage Route Authority, please read and complete the Consulting Agreement on the following pages. Route Authority will then be in contact with next steps along with invoicing to commence services and a countersigned agreement will be emailed to you by Digisigner.

Questions?

If you have any questions in the meantime or would like to schedule a 15 minute call to review the services, please feel free to email Route Authority at contact@routeauthority.com or schedule a call at <https://routeauthority.com/appointments/ola/services/15-minute-call-to-review-consulting-services>

Thanks again for considering Route Authority as you navigate your potential FedEx Route purchase.



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made by and between Route Authority, (registered tradename of PadEstate LLC) and _____ (the "Client") with an address of

_____ (street address)

_____ (city)

_____ (state)

_____ (zip code)

RECITALS

A. WHEREAS Client is a potential entity or a potential shareholder of an entity independently considering becoming a FedEx Ground service provider through the purchase of "FedEx Routes" (a colloquial reference) and related assets from an existing FedEx Ground contracted service provider. The colloquial reference of "FedEx Routes" refers to service areas and/or contracts whereby contracted service providers provide parcel pickup & delivery (P&D) and/or linehaul services to FedEx Ground (and herein referenced as FedEx Routes).

B. WHEREAS Service Provider provides consulting support services related to FedEx Routes

C. WHEREAS Client desires to obtain consulting support services from the Service Provider

D. AND WHEREAS Client agrees to appoint the Service Provider as an independent contractor to perform such Services, pursuant to the terms of this agreement and the Service Provider hereby agrees to provide such services to the Client pursuant to the terms of this agreement;

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: Service Provider will provide general consulting services related to FedEx Ground contracting as well as consulting support services for one specific defined FedEx Route opportunity (the "Opportunity"). Service Provider's scope of services include and are limited to the following:

- A. Opportunity due diligence support, supporting the Client in their due diligence of the Opportunity. This service is accomplished through the authoring of a Due Diligence Support Deliverable, described within this Agreement to supplement the Client's due diligence activities.
- B. Up to 5 hours of general phone support on FedEx Routes and/or the Opportunity. General phone support is scheduled during mutually availability times and in no less than 30-minute increments during the business hours, Mon-Fri, 9am-5pm EST, excluding all Federal recognized holidays.

DEFINED FEDEX ROUTE OPPORTUNITY: The Opportunity is described as [] P&D or [] Linehaul with a general description of _____
 (general description)
 located in _____, _____ with an estimated annual revenue of \$ _____
 (city) (state)

DUE DILIGENCE SUPPORT DELIVERABLE: The due diligence support deliverable is generally 15 to 18 pages. The deliverable will be provided electronically to the Client via email in Portable Document Format (PDF). The deliverable includes and is limited to the following sections and pages:

Section	Number of Pages
Executive Summary	1 Page
Overview of FedEx Routes and Important Considerations of the Industry	Up to 5 Pages
Overview of the Opportunity	Up to 3 Pages
Staffing, Operations, & Other Written Commentary related to Opportunity	Up to 3 Pages
Estimated, 12 month forward looking proforma Profit & Loss model	Up to 2 Pages
Estimated Vehicle Fair Market Value (FMV) of vehicles included in the Opportunity via Price Digests (if applicable)	1 Page
Estimated Free Cash Flow with Estimated Scheduled Vehicle Replacement	1 Page
Estimated Impact of Debt Financing (if applicable)	1 Page
Estimated Value of FedEx Routes & Vehicles using Discounted Cash Flow (DCF) principles and modeling	1 Page
Appendix containing file names and/or list of Client supplied data used in derivation of the deliverable	1 Page

The due diligence support deliverable will be delivered to the Client no earlier than ten calendar days and no later than fifteen calendar days after the execution date of this Agreement. The due diligence support deliverable is deemed accepted when delivered. Updates to the deliverable based on updates and/or changes in information and data is out of scope.

NECESSARY INFORMATION AND DATA: Client is solely responsible to supply the Service Provider all source information and documents requested by the Service Provider in electronic format which is outlined in Appendix A for P&D opportunities and in Appendix B for linehaul opportunities of this Agreement within five calendar days of the execution date of this Agreement. In the event all requested information and data from the Client is not received within five calendar days, the due diligence support deliverable will be based on information and data provided up through the fifth calendar day.

CLIENT & SERVICE PROVIDER RELATIONSHIP: Service provider is acting as an independent consultant to the Client. The Service Provider holds no role in serving as an Agent, Fiduciary, any other related role for the Client. No services constitute nor shall be construed as legal, tax, or investment advice.

CONFIDENTIALITY: Service Provider agrees to retain all non-public information obtained from Client as confidential and agrees not to release or discuss any of such information unless Service Provider has obtained the prior written consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

TRAVEL: No travel will be performed by the Service Provider in the conjunction with the Services.

FEE: Service Provider will provide the service and deliverable to the client for a fixed amount based on the type of Opportunity and the Opportunity’s stated annual revenue in the fee schedule below. The fee for Services is due on the execution date of this agreement. **Services DO NOT commence until the fee has been received by the Service Provider.** Client agrees payment of fees to the Service Provider is not dependent upon any specific outcome or findings related to the Services nor on any contractual arrangement between the Client and any other person or party.

Opportunity Annual Revenue	Fee Schedule by Opportunity Type and Annual Revenue	
	P&D	Linehaul
\$0 ≤ \$ 500,000	\$1,800 Fee	\$1,500 Fee
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\$1,000,001 ≤ \$1,500,000	\$2,800 Fee	\$2,500 Fee
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\$2,000,001 ≤ \$3,000,000	\$4,500 Fee	\$4,000 Fee
\$3,000,001 ≤ \$10,000,000	\$6,000 Fee	\$5,000 Fee

BILLING & PAYMENT: An electronic invoice will be issued within one calendar day of the execution date of this agreement. An invoice will be emailed to _____. Client payment shall be remitted immediately in the selected form below:

- Valid, bank honorable check payable to Route Authority LLC remitted to the address noted in the invoice via overnight delivery with tracking
- Online Electronic Payment via Credit Card, Debit Card, or ACH direct debit payment via the instructions noted in the invoice. A 3% convenience fee is charged for all online electronic payments.

Any returned check payment or credit/debit card payment chargeback initiated by the Client during or after the term of the agreement is considered breach of this contract. During breach of contract, legal action will be taken against the Client for fees due, interest, legal and court fees, and any and all remedies permitted under governing law.

OWNERSHIP OF WORK PRODUCTS & TOOLS USED IN SERVICE DELIVERY: Service Provider retains the exclusive rights to all files, tools, industry data, formulas, and alternate file formats (MS Word, MS Excel, or otherwise) used in the course of services delivery.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE SERVICE PROVIDER, 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 ANY ASPECT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT IN EXCESS OF THE FEES PAID BY THE CLIENT TO THE SERVICE PROVIDER. This clause survives the term of this agreement in perpetuity.

WARRANTIES & GUARANTEES: Service Provider does not warrant or guarantee the accuracy, reliability or completeness of any of information, deliverables, or otherwise provided in the course of services.

MUTUAL CONSENT TO ARBITRATION; GOVERNING LAW: The Service Provider 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. 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.

RESPONSIBILITY FOR DUE DILIGENCE: Any due diligence support services performed by the Service Provider shall be considered a supplement to the Client's own due diligence activities. Information, deliverables, or otherwise provided by the Service Provider should not be the sole basis for making any decision to purchase, or otherwise acquire FedEx Routes.

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.

TERM: This Agreement commences on the executed date of this agreement and automatically terminates when one of the following first occurs; payment for services is not received within 3 calendar days of the execution date or the one-month anniversary of the execution date is reached. There are no refunds of any fees paid upon the termination of this agreement.

IN WITNESS WHEREOF the Parties have agreed to, accepted, and executed this Agreement on

By:

Route Authority

By:

Client: _____

Date: _____

Appendix A - P&D Opportunity – Necessary Information & Data

Sale Information

- Sale Terms including the following:
 - Purchase Price
 - CSA included – Home/Ground and ZIP Code Denotation
 - Assets Included or Leases to be Assumed
- Partial or full sale of Seller's Contract Service Area (CSA)? (if partial denote which ZIP Codes)

Contractual – Contract Related

- ISP Agreement Attachment A-1
 - ISP Agreement Schedules B, C, D, F, K;
 - ISP Agreement Attachment C-1 and C-2
 - ISP Agreement Schedule of Amendments
 - CSP Performance Dashboard
- ****In the event of a partial sale of the Seller's CSA draft negotiated charges must be provided*** as the ISP Agreement will not be transferred

Vehicle Related

- All Vehicle IDs / VIN / Current Mileage
- Seller owned Vehicles – List of all Seller Owned Vehicle by Vehicle ID and any lien balance
- Leased Vehicles by Vehicle ID and **COPIES OF LEASES** including all current pages such as leasing terms/financials/schedules

Operational and Operational Expense Related

- Daily Service Worksheets (at least two months from current date)
- Safety and GPS vendor and invoices for past 6 months
- Scanner invoices for past 6 months
- Copy of worker's compensation remuneration rate (not invoice)
- Copy of NTL/physical damage insurance roster for vehicles and premiums and invoices

Financial Related

- At least one year of FXG weekly settlement sheets (including current time period), all pages
- 1099 for last full year
- Seller P&L for current year to date
- Seller P&L and Balance sheet for last full year as of 12/31/XX
- 1120 Tax Returns (all pages) for 3 years – if less than 3 years, time period in business
- Federal 941 Filings for last 4 quarters
- W3 Summary for last full year (12/31/XX)

Employee Related

- Current Employee Roster including base pay, per diem (if paid), and benefits provided (if provided)
- Copies of paystubs for last pay period of each month for all employees (can black out names/PII) for last year

Appendix B - Linehaul Opportunity – Necessary Information & Data

Sale Information

- Sale Terms including the following:
 - Purchase Price
 - Runs included
 - Assets Included or Leases to be Assumed
- Partial or full sale of Linehaul Runs of Seller's Entity? (if partial, denoted which runs are included)

Contractual – Contract Related

- TSPA Attachment A-1 Assigned Runs & Spots
- TSPA Schedule B - Leased Equipment
- Tractor ID Availability Rate - Current Printout of Availability Rate by Tractor ID
- Tractor ID Service Level Rate - Current Printout of Service Level Rate by Tractor ID
- Tractor ID Points - Current Printout of Points by Tractor ID
- CSP Performance Dashboard

Vehicle Related

- All Tractor IDs / VIN / Current Mileage
- Seller owned Tractors – List of all Seller Owned Tractors by Tractor ID and any lien balance
- Leased Tractors by Tractor ID and **COPIES OF LEASES** including all current pages such as leasing terms/financials/schedules

Operational Expense Related

- ELD vendor and invoices for past 6 months
- VDER vendor and invoices for past 6 months
- Copy of worker's compensation remuneration rate (not invoice)
- Copy of NTL/physical damage insurance roster for vehicles and premiums and invoices

Financial Related

- At least one year of FXG weekly settlement sheets (including current time period), all pages
- 1099 for last full year
- Seller P&L for current year to date
- Seller P&L and Balance sheet for last full year as of 12/31/XX
- 1120 Tax Returns (all pages) for 3 years – if less than 3 years, time period in business
- Federal 941 Filings for last 4 quarters
- W3 Summary for last full year (12/31/XX)

Employee Related

- Current Employee Roster by FXG ID including base pay, per diem (if paid), and benefits provided (if provided)
- Copies of paystubs for last pay period of each month for all employees (can black out names/PII) for last year