UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS DIVISION

EAST RIVER CAPITAL, INC., and
ERC ACCESS, INC.

Plaintiffs,

vs.

VLD ACCESS, INC.,

Serve:
Stephen Dunn
1133 Chatham Drive
Belleville, Illinois 62221

STEPHEN DUNN, Individually,

Serve:
Stephen Dunn
1133 Chatham Drive
Belleville, Illinois 62221

ROUTE CONSULTANT, INC.,

Serve:
Registered Agents Inc.
5810 Shelby Oaks Dr., Suite B
Memphis, TN 38134

and

RUMMY INC.,

Serve:
Stephen Dunn
1133 Chatham Drive
Belleville, Illinois 62221

Defendants.

Cause No.:

COMPLAINT

COME NOW Plaintiffs, by and through counsel, and for their Complaint against Defendants, hereby state as follows:

GENERAL ALLEGATIONS

1. Plaintiff East River Capital, Inc. is a Texas Corporation located at 509 Potomac Place, Southlake, Texas 76092.

2. Plaintiff ERC Access, Inc. is a Texas Corporation located at 509 Potomac Place, Southlake, Texas 76092 and is the successor to East River Capital, Inc. and assignee of that certain Asset Purchase Agreement dated January 4, 2018.

3. Defendant VLD Access, Inc. ("VLD Access") is an Illinois corporation whose principal place of business was located at 1133 Chatham Drive, Belleville, Illinois 62221. At all relevant times VLD Access was doing business in St. Clair County, Illinois.

4. Defendant Rummy, Inc. ("Rummy") is an Illinois corporation whose principal place of business is located at 1133 Chatham Drive, Belleville, Illinois 62221. At all relevant times Rummy was doing business in St. Clair County, Illinois.

5. Defendant Stephen Dunn ("Dunn") is a citizen of the State of Illinois and upon information and belief is the sole shareholder of VLD Access and Rummy. At all relevant times Dunn was doing business in St. Clair County, Illinois. Dunn personally participated in the actions described herein.

6. Defendant Route Consultant, Inc. ("Route Consultant") is a Tennessee corporation located at 2935 Berry Hill Dr., Nashville, TN 37204. At all relevant times Route Consultant was doing business in St. Clair County, Illinois.

7. Jurisdiction and venue are proper in this Court in that: (i) Defendants are residents of, transact business in , and/or can otherwise be found in St. Clair County, Illinois; (ii) the causes of action set forth herein, or some part thereof, arose and Plaintiff was first injured in St. Clair County, Illinois; (iii) there is complete diversity of citizenship between the parties and the amount in controversy exceeds $75,0000; and (iv) the contract between the parties specifies that any litigation between the parties must be filed in this Court.

8. On or about January 4, 2018, Plaintiffs, as Buyer, VLD Access, as Seller, and Dunn, as Shareholder (of Seller), entered into an Asset Purchase Agreement (hereinafter "Contract"), attached hereto as **Exhibit 1** and by reference incorporated herein.

9. In conjunction with said Contract, VLD Access and Dunn (hereinafter collectively "Seller") were represented by Route Consultant (hereinafter "Broker"), as Sellers' broker for purposes of the Contract, which involved the sale and purchase of assets for the operation of a business to deliver FedEx packages as a contractor for FedEx Package System, Inc.

10. Broker, whom was representing Seller at the time, was retained by Buyer as a consultant, until Broker abruptly terminated the Consulting Agreement with Buyer on or about December 11, 2017 due to a "conflict of interest."

11. Rummy, which upon information and belief, is owned in its entirety by Dunn, the sole owner of VLD Access, shared its principal place of business and its equipment and employees with VLD Access, as more fully set forth below.

COUNT I – BREACH OF CONTRACT

(vs. VLD Access and Dunn)

12. Plaintiff restates and incorporates by reference hereto each and every allegation contained in the General Allegations.

13. Pursuant to the terms of the Contract, at the closing, Seller was required to execute and deliver to Buyer a certificate, executed by Seller, representing and warranting to Buyer that Seller's representations and warranties in the Contract were accurate in all respects as of the effective date (January 4, 2018) of the Contract and are accurate in all respects as of the closing date (May 19, 2018).

14. Pursuant to Section 7 of the Contract, Seller and Dunn represented, warranted and covenanted with Buyer that Seller had provided to Buyer historical, financial and accounting information regarding the operation of the business, which financial information was true, correct, and accurate in all respects.

15. Additionally, pursuant to Section 7.G. of the Contract, Seller and Shareholder represented, warranted and covenanted with Buyer that said financial information does not omit or mis-state any costs or expenses actually incurred by Seller in connection with the operation of the business.

16. Pursuant to Section 7.L. of the Contract, Seller and Dunn represented, warranted and covenanted with Buyer that Exhibit 1.A set forth a complete and accurate list of all of the assets owned *or used by Seller in the business and to operate the business* and that except as set forth on Exhibit 1.A., Seller does not have any interest in any equipment or other tangible assets used in or to operate the business; and that, except as

set forth on Exhibit 1.A, the business owns all assets that are necessary for the conduct of the business as it has conducted its business in the ordinary course.

17. Pursuant to Section 7.M. of the Contract, Seller and Dunn represented, warranted and covenanted with Buyer that set forth on Exhibit 7.M. was a complete list of all of the business employees and anyone else working for the business with pay rates, length of service, and information concerning participation in all employee benefit programs.

18. Pursuant to Section 10.C. of the Contract, Seller and Dunn represented and warranted that the representations and warranties made by Seller and Dunn in Section 7 of the Contract shall be true and correct in all respects on and as of the closing date with the same force and effect as though all such representations and warranties had been made on and as of the closing date.

19. Pursuant to Section 13.B. of the Contract, Seller and Dunn, for themselves and their successors and assigns, jointly and severally agreed to indemnify and hold Buyer harmless from and against any loss, cost or expense (including reasonable attorney's fees) arising out of or relating in any manner to any breach of a representation, warranty, or covenant of Seller, as set forth in the Contract.

20. Pursuant to a letter dated June 27, 2019 from Plaintiffs' attorney to Seller and Dunn, Plaintiffs complied with Section 13.D. of the Contract by providing Seller a written Notice of Breaches and Losses, as required therein. A true and correct copy of said Notice is attached hereto as **Exhibit 2** and by reference incorporated herein.

21. Pursuant to Section 13.E. of the Contract, Seller and Dunn failed to notify the indemnified party (Plaintiffs) that they do not concur with the indemnified parties'

determination with respect to such loss, resulting in Plaintiffs' determination being final and the amount of loss being immediately due and payable.

22. Additionally, pursuant to Section 14.I. of the Contract, in the event of a breach by any party of the provisions of the Contract, the non-breaching party shall be entitled to an award of reasonable attorney's fees and all costs and expenses incurred with respect to the enforcement of any of the provisions of the Contract.

23. Seller and Dunn materially breached the terms of the Contract by providing false, misleading, and inaccurate financial information.

24. Specifically, Seller and Dunn represented that the business being sold had only a single manager, Mr. Cameron Holcomb, and included only the salary for Mr. Holcomb, and only a portion of it at that, in the information provided to Buyer; Rummy actually paid a portion of Mr. Holcomb's salary as well while he was apparently driving for Rummy, which was unknown to Plaintiff and never disclosed by Defendants.

25. This representation was additionally materially false in that Seller and Dunn used several other managers employed by Dunn's other business (co-defendant Rummy) in managing and operating the business being sold, namely Kristi Matecki and Matthew Loewe.

26. Seller and Dunn also used Rummy employee Harold Spinnie for fleet maintenance and fleet maintenance management, with respect to the numerous trucks that are required for operation of the business at issue as well as for other management duties.

27. The three individuals named above were/are co-defendant Rummy's employees and provided valuable and substantial management and operational services for Seller and Dunn which were never disclosed to Buyer in that their compensation cost

and expenses, or any allocation thereof, were never included in the financial information provided to Buyer.

28. The failure to include these Rummy employees' costs and expenses in the financial information provided to Buyer directly and proximately resulted in damages to Buyer in that Buyer has been forced to employ additional employees with management and operational experience, resulting in significantly increased costs to Buyer in operating the business, in the amount of at least $250,000 of artificially inflated value of the business sold.

29. Seller and Dunn also materially breached Section 7.G. of the Contract by misrepresenting, omitting and providing false information relating to fuel expenses.

30. Specifically, Seller and Dunn routinely used trucks owned or leased by Rummy for the business sold yet no allocation appears in the financials provided to Plaintiffs for the use of Rummy trucks, which use was substantial.

31. Accordingly, the fuel cost represented by Seller and Dunn was inaccurate and misleading in that it did not include the cost of fuel for the use of Rummy vehicles, or the cost of fuel paid for by Rummy, for vehicles which were used in the operation of the business sold.

32. Again, the result in the non-disclosure of omitting fuel costs used by VLD during the valuation period necessary to operate the newly acquired business as well as the unallocated expense of utilizing Rummy and/or rental trucks during the valuation period represented by Seller and Dunn, directly and proximately resulted in additional damages to Plaintiffs in the approximate amount of $31,000 of net operating income,

which, times the 3.5 multiple used to establish the purchase price, results in damages exceeding $108,000.00.

33. Seller and Dunn further materially breached Section 7.G. of the Contract by omitting some insurance deductibles charged by FedEx to the business at issue for vehicle accidents.

34. Specifically, if FedEx determines that a driver is at fault for an accident, the Contractor (business at issue) is charged for actual damages, capped at a $2,000 deductible.

35. Several instances of this occurred that were never reflected in the financial information provided by Seller and Dunn, which artificially lowers the expenses of the business sold and correspondingly reduces the net operating income of the business sold.

36. The maintenance and repair expense represented in the "Rolling Twelve" is understated by at least $10,000 and expenses for uniforms, operational technology and peak season recruiting and advertising are unallocated or under-allocated by at least $6500.

37. At all times relevant, Buyer made it clear that it was only interested in purchasing a business that had at least a $250,000.00 net operating income.

38. Pursuant to Sections 7.H. and 7.L. of the Contract, as well as the Bill of Sale executed by Seller at closing, Seller and Dunn made certain representations as to the condition and value of the delivery trucks being conveyed as part of the assets being purchased pursuant to the Contract.

39. Both the condition and value of the delivery trucks was substantially inflated by Seller and Dunn.

40. Specifically, Seller and Dunn represented the value of the fleet per the Contract and Bill of Sale at $321,500.

41. Independent sources provided valuations by vehicle for Buyer and pursuant to the independent valuations, the fleet had an average value of $131,151.

42. Given their knowledge and experience in the delivery business, and buying and selling the delivery trucks that were sold, Seller and Dunn were certainly aware that the actual value of the fleet was substantially less than what they represented it to be to Buyer.

43. As a direct and proximate result of Seller and Dunn's actions, Plaintiffs have been damaged in an amount in excess of $75,000.00. Plaintiffs have also been forced to incur and will continue to incur attorneys' fees, which are recoverable by Plaintiffs pursuant to the Contract.

WHEREFORE, Plaintiffs pray this Court grant Judgment in their favor and against VLD Access and Dunn, jointly and severally, on Count I of their Complaint in an exact amount to be proven at trial, in excess of $75,000.00, for their costs associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

COUNT II – FRAUDULENT MISREPRESENTATIONS AND OMISSIONS

(vs. VLD Access, Dunn and Rummy)

44. Plaintiffs restate and incorporate by reference hereto each and every allegation contained in the General Allegations.

45. At all times relevant, and in connection with the Contract, Dunn was acting as the Shareholder, authorized agent and representative of Seller and Rummy.

46. Seller, Dunn and Rummy, by and through Dunn, represented that the business being sold had only a single manager, Mr. Cameron Holcomb, and included only a portion of the salary for Mr. Holcomb in the information provided to Buyer.

47. This representation was false in that Seller and Dunn used several other managers employed by Rummy in managing and operating the business being sold, namely Kristi Matecki, Matthew Loewe and Dunn himself, who were intimately involved in management of the day-to-day operations of both Seller and Rummy.

48. Additionally, Seller and Dunn used Rummy employee Harold Spinnie for fleet maintenance management with respect to the numerous trucks that are required for operation of the business at issue, as well as for other management duties.

49. The three individuals named above (namely Matecki, Loewe and Spinnie), as well as Dunn, were/are co-defendant Rummy employees and provided valuable and substantial management and operational services for Seller, which were never disclosed to Buyer in that their compensation cost and expenses, or any allocation thereof, were never included in the financial information provided to Buyer.

50. The failure to include these Rummy employees' costs and expenses in the financial information provided to Buyer directly and proximately resulted in damages to Buyer in that it has been forced to employ additional employees with management and operational experience, resulting in significantly increased costs to Buyer in operating the business, in the amount of at least $250,000 of artificially inflated value of the business sold.

51. The fraudulent misrepresentations and omissions described herein were knowingly and intentionally made by Seller, Dunn and Rummy with the intent that Buyer would rely and act on the fraudulent and omitted representations/information.

52. Buyer did in fact rely on the same, which were material to Buyer's decision to enter into the Contract and purchase the business, and Buyer's reliance thereon was justified.

53. As a direct and proximate result of Seller, Dunn and Rummy's fraudulent misrepresentations and omissions, Buyer has been damaged as set forth above in an amount well in excess of $75,000.00.

54. Seller, Dunn and Rummy 's actions were done knowingly, intentionally, willfully, wantonly and recklessly, and as such, warrant the imposition of punitive damages, in an amount that would deter future wrongful conduct.

WHEREFORE, Plaintiffs pray this Court grant Judgment in their favor and against VLD Access, Dunn and Rummy, jointly and severally, on Count II of their Complaint for compensatory damages in an exact amount to be proven at trial, in excess of $75,000.00, for punitive damages in an amount fair and reasonable to adequately punish these Defendants and deter such conduct in the future, for their costs associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

COUNT III – NEGLIGENT MISREPRESENTATIONS AND OMISSIONS

(vs. VLD Access, Dunn and Rummy)

55. Plaintiffs restate and incorporate by reference hereto each and every allegation contained in Paragraphs 44-53.

56. The misrepresentations and omissions described herein were known or should have been known by Defendants herein to be false and were made with the intent that Buyer would rely and act on the false and omitted representations/information.

57. Buyer did in fact rely and act on the same, which were material to Buyer's decision to enter into the Contract and purchase the business.

58. Buyer's reliance thereon was justified and Defendants had a duty to communicate accurate information.

59. As a direct and proximate result of Seller, Dunn and Rummy's misrepresentations and omissions, Buyers have been damaged as set forth above in an amount in excess of $75,000.00.

WHEREFORE, Plaintiffs pray this Court grant Judgment in their favor and against VLD Access, Dunn and Rummy, jointly and severally, on Count III of their Complaint for damages in an exact amount to be proven at trial, in excess of $75,000.00, for their costs associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

COUNT IV – FRAUDULENT MISREPRESENTATIONS AND OMISSIONS

(vs. Route Consultant)

60. Plaintiffs restate and incorporate by reference hereto each and every allegation contained in the General Allegations.

61. In conjunction with the inspection and valuation of the fleet of vehicles being purchased by Plaintiffs as part of the Contract, David Young, Plaintiffs' authorized agent and representative, had significant and direct correspondence and communication with Ms. Annalee Mueck, Broker's authorized agent and representative.

62. During the course of these communications, Ms. Mueck advised Mr. Young that Spencer Patton, President/Owner of Broker, had recently formed a maintenance company in St. Louis and was anxious to perform the inspection of the fleet on Buyer's behalf in an effort to earn Buyer's future business.

63. Broker was originally acting as Plaintiffs' consultant for the purchase, pursuant to a Consulting Agreement between Plaintiffs and Broker, before Broker abruptly terminated the Consulting Agreement on December 11, 2017 due to "conflict of interest".

64. The inspection to be performed was specifically requested by Plaintiffs to include mechanical inspections, with test drives, and not just a Department of Transportation inspection.

65. At the time these discussions between Plaintiffs and Broker were taking place, Broker was still acting as Plaintiffs' paid consultant (November 2017).

66. Ms. Mueck quoted a price to Plaintiffs of $975 for the fleet inspection, and it was agreed that the inspection should occur closer to closing.

67. In late January of 2018, approximately one month after Broker abruptly terminated the Consulting Agreement between Plaintiffs and Broker, the inspection was performed and completed.

68. Unknown to Plaintiffs at the time, Rod Fanning, former manager of Patton Repair (another company which was also owned by Spencer Patton), was instructed to only perform a basic inspection and not to provide any inspection beyond a Department of Transportation inspection; despite Plaintiffs and Broker's agreement to the contrary.

69. The repair estimate for all thirteen (13) trucks came back totaling approximately $10,000, and Plaintiffs relied on this representation in believing that the fleet was in good shape and would meet Plaintiffs' current and future needs.

70. In actuality, said representation was false in that Ms. Mueck had instructed the mechanic to limit the inspection to Department of Transportation standards only, not to test drive the trucks, and not to provide any further opinions to Plaintiffs as to repairs that were necessary for the fleet.

71. Additionally, Broker prepared the valuation of the fleet for Buyer and Seller/Dunn and represented the same to be approximately $321,500.

72. These representations were blatantly false, Broker knew they were false at the time the representations were made, they were material to Plaintiffs' decision to enter into the Contract and purchase the business, intended by Broker to be acted on by Buyer, were relied on and acted on by Buyer and Buyer's reliance thereon was justified.

73. Broker had significant experience in buying and selling FedEx trucks as well as in the repair cost, feasibility of the trucks and valuation of the trucks. Thus, Broker possessed superior knowledge of the same, giving rise to a duty to fully disclose the information about the fleet to Plaintiffs.

74. For tax purposes, the representative value of the trucks needed to be reasonable and defensible in order to secure a loan and in order to be in compliance with applicable tax law.

75. The misrepresented value of the fleet was so inflated that it was neither reasonable, nor defensible in that independent sources valued the vehicles individually and the fleet valuations averaged $131,151.

76. As a direct and proximate result of Broker's actions, Plaintiffs have been damaged in that Plaintiffs have been required to purchase no less than six (6) trucks at a purchase price of approximately $250,000.

77. Broker's actions were done knowingly, intentionally, willfully and wantonly and warrant the imposition of punitive damages in an amount that would deter future wrongful conduct.

WHEREFORE, Plaintiffs pray this Court grant Judgment in their favor and against Route Consultant on Count IV of this Complaint for compensatory damages in an exact amount to be proven at trial, in excess of $75,000.00, for punitive damages in an amount fair and reasonable to adequately punish this Defendant and deter such conduct in the future, for Plaintiffs' cost associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

COUNT V – NEGLIGENT MISREPRESENTATION

(vs. Route Consultant)

78. Plaintiffs restate and incorporate by reference hereto each and every allegation contained in Paragraphs 60-76.

WHEREFORE, Plaintiffs pray this Court grant Judgment in their favor and against Route Consultant on Count V of this Complaint for damages in an exact amount to be proven at trial in excess of $75,000.00, for Plaintiffs' cost associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

COUNT VI – BREACH OF FIDUCIARY DUTY

(vs. Route Consultant)

79. Plaintiffs restate and incorporate by reference hereto each and every allegation contained in Paragraphs 60-76 as though fully set forth herein.

80. As the entity working with Plaintiffs for the inspection and valuation of the fleet, Broker owed Plaintiffs a fiduciary duty to perform the requested inspection, which was specifically instructed to include mechanical and test driving, followed by a reasonable and defensible valuation, which duty was clearly breached by Broker in failing in all respects to provide what was specifically requested by Plaintiffs.

81. Broker breached its fiduciary duty to Plaintiffs as set forth above.

82. As a direct and proximate result of Broker's breach of fiduciary duty, Plaintiffs have incurred significant damages as a result of having to purchase no less than six (6) additional trucks at a total cost of approximately $250,000.

83. Attached hereto as **Exhibit 3** and incorporated herein by reference is a detailed list of the Bill of Sale valuations provided by Broker, for each truck in the fleet, many of which are valued at higher than their actual sale prices (from purchases that occurred years prior).

84. Given Route Consultants vast knowledge and expertise, its actions as aforedescribed were done intentionally, knowingly, willingly and wantonly and warrant the imposition of punitive damages in an amount to deter such wrongful conduct in the future.

WHEREFORE, Plaintiffs pray this Court grant Judgment in their favor and against Route Consultant on Count VI of this Complaint for compensatory damages in an exact amount to be

proven at trial in excess of $75,000.00, for punitive damages in an amount fair and reasonable to adequately punish Defendant and deter such conduct in the future, for Plaintiffs' cost associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

COUNT VII- CIVIL CONSPIRACY

(vs. VLD Access, Dunn, Rummy, Route Consultant)

85. Plaintiffs restate and incorporate by reference hereto each and every allegation contained in Paragraphs1-84 as though fully set forth herein.

86. At all times relevant, Buyer made it very clear to Seller, Rummy, Route Consultant, and Dunn, individually and as agent and representative of Seller and Rummy, that it was only interested in purchasing a business (via an Asset Purchase Agreement) if the business being purchased had a net operating income of at least $250,000.

87. Knowing this, and with a desire to sell the business at issue, VLD Access, Route Consultant, and Dunn, individually and as Shareholder of VLD Access and agent and representative of VLD Access and Rummy, for the purpose of accomplishing a lawful purpose by an unlawful means, acted in concert with each other to commit overtly tortious and unlawful acts.

88. Defendants herein, and each of them, worked in concert to manipulate and omit vital financial information relating to business expenses, as more fully set forth above.

89. Additionally, Defendants herein, and each of them, acted in concert together to provide a false and fraudulent fleet valuation, including failing to follow

provide mechanical inspections and test drives as opposed to simple Department of Transportation inspections.

90. As a direct and proximate result of Defendants concerted and unlawful actions, Plaintiffs herein have sustained damages as set forth above in an amount in excess of $75,000.00.

91. Defendants concerted and unlawful actions as described herein, were performed knowingly, willingly, intentionally, wantonly and warrant the imposition of punitive damages in an amount that would deter future wrongful conduct.

WHEREFORE, Plaintiffs respectfully pray this Court grant Judgment in their favor and against VLD Access, Dunn, Rummy and Route Consultant, jointly and severally, on Count VII of this Complaint for compensatory damages in an exact amount to be proven at trial, in excess of $75,000, for punitive damages in an amount fair and reasonable to adequately punish Defendants and deter such conduct in the future, for Plaintiffs' costs associated herein, reasonable attorney's fees, and any other or further relief this Court deems just and proper under the circumstances.

ROSENBLUM GOLDENHERSH, PC

/s/ Theresa A. Phelps
DAVID G. BENDER, #6277113
THERESA A. PHELPS, #6278236
7733 Forsyth, 4th Floor
Clayton, MO 63105-1812
(314) 726-6868, Ext. 217
(314) 726-6786 Facsimile
dbender@rgsz.com
tphelps@rgsz.com
Attorneys for Plaintiffs

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made as of January 4, 2018 (the "Effective Date"), by and among East River, Inc., a Texas corporation, located at 509 Potomac Place, Southlake, Texas 76092 ("Buyer"); VLD Access, Inc. an Illinois corporation located at 1133 Chatham Drive, Belleville, Illinois 62221 ("Seller"); and Seller's shareholder, Stephen Dunn ("Shareholder"). The Seller and the Buyer are also referred to hereinafter individually as a "Party" and collectively as the "Parties."

Recitals

1. Seller is in the business of providing package pickup and delivery services with its own vehicles and employees. Seller and FedEx Package System, Inc. ("FXG") are parties to an Agreement described as C8011501 (the "FXG Agreement") pursuant to which Seller provides services to FXG on an exclusive basis in its business segments known as FedEx delivery throughout a geographic territory specified in Exhibit A to the FXG Agreement (the "Territory"). The business of Seller described in this Recital shall be referred to in this Agreement as the "Business."

2. Buyer now desires to purchase from Seller all of the assets of Seller relating to the Business, and Seller now desires to sell such assets to Buyer, all as provided in this Agreement.

3. The Parties hereto now desire to enter into this Agreement to set forth their mutual agreements and understandings regarding the above-described transactions.

Agreement

In consideration of the mutual covenants and undertakings of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Purchase and Sale. Buyer agrees to purchase and pay for, and Seller agrees to sell, assign, transfer and convey to Buyer, on the Closing Date (as defined in Section 5.A hereof), for the consideration specified in Section 4 hereof, the following assets, properties, rights and interests, tangible or intangible, of Seller (collectively, the "Assets"):

A. Motor Vehicles. The vans and other motor vehicles listed and described in Exhibit 1.A hereto, and all spare parts and accessories used or held for use in connection with the operation of the foregoing motor vehicles (the "Motor Vehicles");

B. Equipment and Software. The other equipment and software listed and described in Exhibit 1.A hereto (the "Equipment");

C. Uniforms. Any and all uniforms, clothing and other items of personal ware used by motor vehicle drivers in the operation of the Business (the "Uniforms") listed and described in Exhibit 1.A hereto;

EXHIBIT

1

D. Intellectual Property. Any and all know-how, show-how, trade secrets, confidential or proprietary information, technical information and other intellectual property owned by Seller and which relate to the Business, and all of the interest of Seller in all copyrights, trademarks, tradenames, service marks, artwork and descriptive presentations, whether registered or not, used at any time in the Business (the "Intellectual Property") listed and described in Exhibit 1.A hereto;

E. FXG Agreement. Any and all rights and interests of Seller in, to and under the FXG Agreement, to the extent assignable;

F. Books and Records. Any and all data, books, records, customer lists (including related contact information and purchasing history), financial information, correspondence, accounts, files, papers, employment records, sales and advertising materials and related materials used in connection with the operation of the Business (the "Books and Records"); and

G. Goodwill. All of the goodwill of Seller relating to the Business (the "Goodwill").

Section 2. Excluded Assets. Notwithstanding anything in this Agreement to the contrary, Seller is not obligated to sell, and Buyer shall not purchase, and the Assets shall not include, the following (collectively, the "Excluded Assets"):

A. Cash. All cash on hand and cash in banks;

B. Accounts Receivable. All trade accounts receivable and other rights to payments due from FXG or other persons to Seller accruing solely prior to 11:59 p.m. the night before the Closing Date; and

C. Refunds. All refunds of taxes and insurance premiums due to Seller.

Section 3. Liabilities. Buyer shall not assume by virtue of this Agreement or the consummation of the transactions contemplated herein any obligations or liabilities of Seller of any kind or character whatsoever. Seller shall timely pay, perform and discharge all liabilities, obligations, costs, claims and causes of action relating to or arising out of the operation of the Business prior to the Closing Date.

Section 4. Purchase Price; Payment; Allocation.

A. Purchase Price. Buyer agrees to pay to Seller as the purchase price for the Assets the sum of ($875,000) (the "Purchase Price"). The Purchase Price shall be payable in full in cash on the Closing Date, and shall be disbursed (1) first, directly to Seller's lenders, the amount required to fully satisfy and discharge the Outstanding Indebtedness (as defined in Section 7.D hereof), and (2) the remainder, to Seller.

B. Allocation of Purchase Price. Buyer and Seller shall allocate the Purchase Price and shall prepare and file all required federal and state income and other tax returns and reports in a manner consistent with Exhibit 4.B hereto.

Section 5. Closing.

A. The Closing Date. The Closing/Closing Date for the sale and purchase of the Assets will be determined by FXG, and will take place following FXG approval of Buyer to purchase the Business but in no event later than (90) days following the Effective Date of this Agreement (the "Closing" or the "Closing Date") and all other conditions precedent, deliveries and documentation identified herein.

B. Effective Date; Risk of Loss. The Closing shall be effective as of the Closing Date. Seller and Shareholder shall bear the entire risk of loss until the Closing Date.

C. Deliveries at Closing. At the Closing:

(1) Seller shall execute and deliver to Buyer (a) motor vehicle titles for each of the Motor Vehicles together with any forms or documents necessary to transfer title to the Motor Vehicles, (b) a bill of sale related to the assets of the Business and such other assignments and other instruments of conveyance as Buyer may reasonably request to effectively vest in Buyer marketable title to all of the Assets, and (c) a certificate executed by Seller representing and warranting to Buyer that Seller's representations and warranties in this Agreement were accurate in all respects as of the Effective Date of this Agreement and are accurate in all respects as of the Closing Date as if the representations and warranties were made on the Closing Date.

(2) Buyer shall execute and deliver to Seller a certificate executed by Buyer representing and warranting to Seller that Buyer's representations and warranties in this Agreement were accurate in all respects as of the Effective Date of this Agreement and are accurate in all respects as of the Closing Date as if the representations and warranties were made on the Closing Date.

D. Prorations. All utilities, taxes and other costs relating to the Assets and the operation of the Business shall be prorated between Seller and Buyer as of the Closing Date. To the extent such amounts are known as of the Closing Date, all amounts shall be settled at the Closing. To the extent any item becomes known only after the Closing Date, payment shall be made by Seller or Buyer, as the case may be, within ten (10) days of the date the amount is determined.

E. Subsequent Payments. If following the Closing Date, either (1) Seller shall receive any payment belonging to Buyer or pay any obligation payable by Buyer, or (2) Buyer shall receive any payment belonging to Seller or pay any obligation payable by Seller, the party receiving the payment due to the other shall remit such payment to the party entitled to receive it, and the party making a payment for the account of the other party shall be reimbursed the amount of such payment by the party for whose account such payment was made. Any amount payable hereunder shall be paid by the party obligated to make such payment on or before the tenth (10th) day of the month following the month during which the obligation to make such payment arose.

Section 6. Termination.

A. Termination Events. This Agreement may be terminated by notice to all Parties prior to or at the Closing:

(1) by mutual consent of Buyer and Seller;

(2) by Buyer within thirty (30) days from the Effective Date of this Agreement, for any reason whatsoever (the "Due Diligence Period");

(3) by Buyer, at any time if a breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Buyer, or if Buyer determines that any of the representations and warranties of Seller and Shareholder set forth in Section 7 are inaccurate;

(4) by Seller if a breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller, or if Seller determines that any of the representations and warranties of Buyer set forth in Section 8 are inaccurate;

(5) by Buyer, if any of the conditions in Section 10 hereof has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the intentional failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived such condition on or before the Closing Date;

(6) by Seller, if any of the conditions in Section 11 hereof has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the intentional failure of Seller to comply with its obligations under this Agreement) and Seller has not waived such condition on or before the Closing Date;

(7) by Buyer, if (a) Buyer is not willing to proceed with a relationship with FXG after meetings with FXG, (b) FXG has denied Buyer's approval to purchase the Business, or (c) Buyer, despite using its reasonable efforts, has not received approval from FXG to purchase the Business by the Closing Date;

(8) by either Buyer or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) after ninety (90) days following the Effective Date or such later date as the parties may agree upon; or

(9) by either Buyer or Seller if the Buyer has failed to secure reasonable financing prior to the Closing Date; or

(10) by Buyer if Seller declines to cover any associated costs referenced in Section 7.H.

B. Effect of Termination. Subject to the provisions of this Section 6.B, each party's right of termination under Section 6.A hereof is in addition to any other rights it may have under this Agreement, and the exercise of a right of termination will not be an election of remedies. Notwithstanding anything to contrary contained herein, in the event that FXG does not approve the transaction contemplated herein, this agreement shall be deemed null, and void, and the parties shall have no further obligations to one another.

Section 7. Representations, Warranties and Covenants of Seller and Shareholder. Seller and Shareholder represent and warrant to and covenant with Buyer as set forth below.

A. Existence, Power, and Authority. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein.

B. Corporate Action. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated in this Agreement have been authorized by all requisite corporate action on the part of Seller.

C. Authority. Seller has the power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein without the joinder, consent, or approval of any other person or entity.

D. Clear Title. Other than with respect to the indebtedness and security interests described on Exhibit 7.D hereto (the "Outstanding Indebtedness"), Seller has, or will have by the Closing Date, good and merchantable title to the Assets, free and clear of all liens, security interests, mortgages, encumbrances, pledges, restrictions, charges, claims, or defects of title of any nature. Seller is the sole owner of the Assets and the Business, and no other person owns or claims any interest therein.

E. Litigation. Seller has not at any time been the subject of any action, suit, investigation, proceeding, complaint, or citation in any court or by or before any governmental agency affecting or relating to the Assets or the Business as now or heretofore conducted by Seller, and there is no litigation, proceeding, claim, grievance, complaint, citation, or controversy pending or threatened against Seller with regard to or affecting the Assets or the Business as now or heretofore conducted by Seller. Seller is not subject to any judicial injunction or mandate or any regulatory order or restriction directed to or against it as a result of its ownership of the Assets or its conduct of the Business as now or heretofore conducted by it, and no governmental agency has at any time challenged or questioned in writing or otherwise the legal right of Seller to conduct the Business or any part thereof as now or heretofore conducted.

F. Compliance with Laws. Seller has at all times complied fully and completely with all federal, state, and local statutes, laws, ordinances, rules, regulations, and other legal requirements applicable to or affecting the Assets or the Business as now or heretofore conducted by Seller.

G. Financial Information. Seller has provided to Buyer historical financial and accounting information regarding the operation of the Business, copies of which are attached as Exhibit 7.G hereto (the "Financial Information"). The Financial Information is true, correct, and accurate in all respects. The Financial Information does not reflect any revenues that have not actually been received by Seller, nor does it omit or misstate any costs or expenses actually incurred by Seller in connection with the operation of the Business.

H. Condition of Motor Vehicles and Equipment. The Motor Vehicles and the Equipment have been adequately maintained and will transfer according to the Department of Transportation

and FXG/FedEx requirements/guidelines, all scheduled maintenance procedures specified by the manufacturer of each item have been timely performed, and all known material defects affecting the operation of the vehicle have been repaired. Other than the foregoing, Seller does not make any representation or warranty regarding the condition of the Motor Vehicles or Equipment, and Buyer shall purchase all such items on the Closing Date AS IS. In the event Motor Vehicles or Equipment are not in working condition at Closing, Seller, at Seller's expense, agrees to provide FXG/FedEx approved rental Vehicle(s) or Equipment as a replacement until repaired. If unable to be repaired, Seller agrees to replace Motor Vehicles or Equipment at an equal or greater value. In the event the Motor Vehicles or Equipment become inoperable after the Closing has occurred, Buyer will incur the cost to repair/replace at Buyer's expense. Seller warrants that the Motor Vehicles and the Equipment are free of any significant, known mechanical conditions. Upon inspection by a third-party mechanic, if any significant, known mechanical conditions are identified, Seller will cover any associated costs of repair prior to closing.

I. Taxes. Seller has filed all required federal, state, and local tax returns and reports and has paid the full amount of all taxes of any kind due in connection with the operation of the Business and the Assets.

J. Liabilities. Seller has paid all of its liabilities and obligations or has made adequate provision for the payment thereof. Seller will timely satisfy all of its remaining liabilities and obligations as they become due.

K. Relations With FXG. Seller is not presently in breach or violation of any provision of the FXG Agreement and/or any obligations of any kind whatsoever that Seller has with FXG. Seller is in good standing in all respects in its relationship with FXG.

L. Assets of the Business. Exhibit 1.A attached hereto sets forth a complete and accurate list of all of the assets owned or used by Seller in the Business and to operate the Business. Except as set forth on Exhibit 1.A, Seller does not have any interest in any equipment or other tangible assets used in or to operate the Business. Except as set forth on Exhibit 1.A, the Business owns all assets that are necessary for the conduct of the Business as it has conducted its business in the ordinary course.

M. Employees. Set forth on the attached Exhibit 7.M is a complete list of all of the Business' Employees and anyone else working for the Business with pay rates, length of service and information concerning participation in all employee benefit programs. Except as set forth on Schedule 8.E, there are no collective bargaining or similar agreements with employees and there are no employment contracts with any employees. To Seller's knowledge as of the date of this Agreement, and otherwise as disclosed on Exhibit 7.M, no employee of the Business has any plans to terminate employment. The Seller has complied with all laws relating to the employment of labor (including, without limitation, provisions thereof relating to wages, hours, equal opportunity, collective bargaining, and the payment of social security and other taxes), and the Seller is not aware that it has any labor relations problems (including, without limitation, any union organization activities, threatened or actual strikes or work stoppages or material grievances). Except as set forth on Schedule 8.E or as contemplated by this Agreement, neither Seller, nor any of its employees, nor Shareholder, is subject to any noncompete, nondisclosure, confidentiality, employment consulting or similar agreements relating to, affecting, or in conflict with the present or proposed business activities of the Business.

N. Brokers or Finders. Seller has engaged Routes For Sale, LLC ("Broker") to act as its broker and/or agent in connection with the sale of the Assets. Seller shall timely pay to Broker all fees, commission and other amounts due to Broker in connection with the sale of the Assets and the transactions contemplated by this Agreement. Other than the foregoing, there is no broker or finder involved on behalf of Seller in connection with the sale of the Assets and the other transactions contemplated by this Agreement. Seller is solely responsible for all amounts due to Broker, and Buyer shall have no liability related to same.

Section 8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

A. Existence, Power, and Authority. On or before the Closing Date, Buyer agrees to have formed a corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein.

B. Corporate Action. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated in this Agreement have been authorized by all requisite corporate action on the part of Buyer.

C. Authority. Buyer has the power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein without the joinder, consent, or approval of any other person or entity.

D. Litigation. There are no actions, suits, investigations, or proceedings pending in any court or by or before any governmental agency affecting or relating to the business of Buyer as now or heretofore conducted, and there is no litigation, proceeding, claim, grievance, or controversy threatened against Buyer with regard to or affecting its business as now or heretofore conducted. Buyer is not subject to any judicial injunction or mandate or any regulatory order or restriction directed to or against it as a result of the conduct of its business as now or heretofore conducted by it, and no governmental agency has at any time challenged or questioned in writing or otherwise the legal right of Buyer to conduct its business or any part thereof as now or heretofore conducted.

E. Brokers or Finders. There is no broker or finder involved on behalf of Buyer in connection with the purchase of the Assets and the other transactions contemplated by this Agreement.

Section 9. Additional Covenants of Seller, Shareholder and Buyer. Seller, Shareholder, and Buyer hereby covenant with one another, as applicable, that:

A. Operation of the Business. From the Effective Date of this Agreement to the Closing Date, Seller shall operate the business in the ordinary course and in a manner consistent with past practice. Seller shall not dispose of any part of the Assets or incur any debts, liabilities, or obligations prior to the Closing Date other than in the ordinary course of the operation of the Business, and Seller shall continue to maintain and service the Assets in compliance with manufacturers' specifications.

B. Inspection; Availability of Books and Records. From the Effective Date of this Agreement to the Closing Date, Seller will make available to Buyer and its attorneys, accountants,

and representatives, at all reasonable times during normal business hours, all of the Assets for reasonable inspection, and all of Seller's books and records, financial information, customer records, sales information, and employees to enable Buyer to perform, at its expense, such audits, investigations, reviews, inspections, and inquires as it reasonably deems appropriate.

C. Notices and Consents. Seller shall be solely responsible for providing any notices to third parties and obtaining any consent or approval required from any governmental authority or other third party with respect to the transfer and assignment of the Assets.

D. Arrangements Respecting Shareholder. To assist Buyer in its transition into the Business, Shareholder agrees to assist Buyer in its transition into the Business for a period of (14) days before the scheduled Closing Date. During this period, Buyer's designees may assist Seller in its general day-to-day operations, ride along with existing employees, and drive (assuming all FXG company-driving requirements have been met) at Buyer's discretion. In addition, Shareholder shall be generally available to train Buyer on the Business' processes, procedures, and anything else required to take over and effectively run the Business and for assistance, advice, consultation, help with hiring drivers and related items for a period of (90) days after the Closing Date via email, phone, and in person in Illinois as mutually agreed upon by the Parties; thereafter, Shareholder shall provide such consultation as reasonably requested by Buyer by email and phone for a period of 1 year after Closing, including, specifically, Shareholder will train and help the Buyer prepare for and operate during the Business' 2018 Christmas "peak season." For clarification, Shareholder is not required to drive or operate routes after Closing. The parties recognize and agree that the performance of these services by Shareholder is an integral part of this Agreement.

E. Employees. Buyer may make offers of employment to any and all of the current employees of Seller for employment in the operation of the Business as conducted by Buyer after the Closing Date. Buyer may, in its discretion, decline to employ any of Seller's employees.

F. Approvals by FXG. Promptly following the execution of this Agreement, Buyer shall: (a) submit to FXG all applications, documents, financial statements, business plans, and other information as may be reasonably requested by FXG to approve the transfer of the Business from Seller to Buyer as contemplated by this Agreement; and (b) work with FXG towards the development of an agreement with FXG regarding the operation of the Business by Buyer following the Closing Date.

G. Exclusivity. Seller will not solicit, initiate, or encourage the submission of any proposal or offer from any party relating to the acquisition of any of the assets of the Business.

H. Sublease. For a one (1) year period after the Closing Date, Buyer will have access to a single office in Seller's facility at 801 W. Main Street, Belleville, IL 62220 at a cost of $250 per month. Thereafter, Buyer shall have the option to lease or sub-lease from Seller a reasonable amount of space, as mutually agreed upon between the Parties for the operation of the Business, pursuant to a lease/sub-lease agreement mutually approved by the Parties.

I. Cooperation on Tax Matters. Buyer, Seller and Shareholder shall provide each other with reasonable access to their respective books and records as reasonably requested to assist in compliance with any filing requirements that the parties may have under applicable tax laws.

Section 10. Conditions Precedent to Obligations of Buyer. All obligations of Buyer under this Agreement to be performed on and after the Closing Date are, at the option of Buyer, subject to the satisfaction of the following conditions precedent on or before the Closing Date, as indicated below:

A. Proceedings Satisfactory. All actions, proceedings, instruments, and documents required to carry out this Agreement or incidental hereto shall be reasonably satisfactory to Buyer and to counsel for Buyer. Seller shall have delivered to Buyer on the Closing Date such documents and other evidence as Buyer may reasonably request in order to establish the consummation of transactions relating to the execution, delivery, and performance by Seller of this Agreement, the purchase, transfer and delivery of the Assets to be purchased hereunder, the taking of all proceedings in connection therewith, and the compliance with the conditions set forth in this Section 10 in form and substance reasonably satisfactory to Buyer.

B. Instruments of Transfer. Seller shall have delivered to Buyer, on the Closing Date, such bills of sale, endorsements, assignments, certificates of title, and other good and sufficient instruments of conveyance and transfer as are necessary to convey and transfer the Assets as provided for herein, and any other instruments as shall be effective to vest in Buyer the title and rights of Seller with respect to the Assets, free and clear of all liens, security interests, mortgages, encumbrances, pledges, restrictions, charges, claims, or defects of title of any nature (taking into account the payment of the Outstanding Indebtedness on the Closing Date). Buyer shall have received from Seller's lenders written confirmation of the amount of the Outstanding Indebtedness as of the Closing Date and assurance that all liens securing the Outstanding Indebtedness will be released upon the payment thereof.

C. Representations and Warranties of Seller and Shareholder Correct. The representations and warranties made by Seller and Shareholder in Section 7 hereof shall be (and tender by Seller of any documents required to be delivered at the Closing, including but not limited to the documents specified in Section 5.C., shall constitute a representation by Seller and Shareholder at the Closing Date that, except as otherwise specifically approved in writing by Buyer, such representations and warranties of Seller and Shareholder are) true and correct in all respects on and as of the Closing Date with the same force and effect as though all such representations and warranties had been made on and as of the Closing Date.

D. Compliance with Terms and Conditions. All the terms, covenants, agreements, and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date shall have been (and tender by Seller of any documents required to be delivered at the Closing by Seller shall constitute a representation by Seller as at the Closing Date that, except as otherwise specifically approved in writing by Buyer, they have been) complied with and performed in all material respects.

E. No Proceedings Pending. No action, suit, proceeding, or investigation by or before any court, administrative agency, or other governmental authority shall have been instituted or threatened which may restrain, prohibit, or invalidate any of the transactions contemplated by this Agreement or which may affect the rights of Buyer to operate or control the Assets or the Business, or any part thereof, after the Closing Date.

F. Licenses and Permits; Consents. Buyer shall have obtained, at its expense, all licenses and permits reasonably deemed necessary by Buyer to allow it to operate the Business after the

Closing Date, and Seller shall have obtained, at its expense, all required consents regarding the assignment and transfer of the Assets.

G. Agreement With FXG. Buyer shall have entered into a written agreement with FXG satisfactory to the Buyer in its sole discretion similar in scope to the FXG Agreement pursuant to the terms of which Buyer will have the exclusive right to operate the Business in the Territory by the Closing Date. The term of such agreement shall contain other terms and conditions at least as favorable to Buyer as the comparable provisions of the FXG Agreement are to Seller and as are otherwise satisfactory to Buyer in its sole discretion.

H. Employees. Buyer shall have made employment arrangements with the employees of the Business as are satisfactory to Buyer in its sole discretion.

Section 11. Conditions Precedent to Obligations of Seller. All obligations of Seller hereunder to be performed on or after the Closing Date are, at the option of Seller, subject to the satisfaction of the following conditions precedent on or before the Closing Date, as indicated below:

A. Proceedings Satisfactory. All actions, proceedings, instruments, and documents required to carry out this Agreement or incidental hereto shall be reasonably satisfactory to Seller and counsel for Seller. Buyer shall have delivered to Seller on the Closing Date such documents and other evidence as it may reasonably request in order to establish the consummation of transactions relating to the execution, delivery, and performance by Buyer of this Agreement, the purchase, transfer, and delivery of the Assets to be purchased hereunder, the taking of all corporate and other proceedings in connection therewith, and the compliance with the conditions set forth in this Section 11 in form and substance reasonably satisfactory to Seller.

B. Representations and Warranties of Buyer Correct. The representations and warranties made by Buyer in Section 8 hereof shall be (and tender by Buyer of any documents required to be delivered at the Closing shall constitute a representation by Buyer at the Closing Date that, except as otherwise specifically approved in writing by Seller, such representations and warranties of Buyer are) true and correct in all respects on and as of the Closing Date with the same force and effect as though all such representations and warranties had been made on and as of the Closing Date.

C. Compliance with Terms and Conditions. All the terms, covenants, and conditions of this Agreement to be complied with and performed by Buyer on or before the Closing Date shall have been (and tender by Buyer of any documents required to be delivered at the Closing by Buyer shall constitute a representation by Buyer at the Closing Date that, except as otherwise specifically approved in writing by Seller, they have been) complied with and performed in all material respects.

Section 12. Noncompetition.

A. Restrictive Covenant. Seller and Shareholder hereby covenant and agree that for a period of 5 years from the Closing Date, it/he shall not, directly or indirectly: (1) own, manage, operate, control, consult with, advise, provide financial assistance to, participate in, or be connected in any manner with the operation, ownership, management, or control of any enterprise or entity engaged in the business of package delivery services within the Territory (other than providing the services for Buyer contemplated by Section 9.D hereof); or (2) induce or encourage any employee of Buyer to leave the employ of Buyer. The provisions of this Section 12.A shall be referred to herein as the "Restrictive Covenant." Other than as provided in this Section 12.A, Seller and Shareholder shall not be restricted from engaging in any future employment or business activity.

B. Reasonableness of Restrictions. Seller and Shareholder recognize and agree that the provisions of this Section 12 are an integral part of this Agreement and that Buyer would not agree to enter into this Agreement and purchase the Assets but for the agreements of Seller and Shareholder set forth herein. Seller and Shareholder have carefully read and considered the provisions of the Restrictive Covenant and, having done so, agree that the restrictions set forth in this Section 12, including without limitation the time period of restriction and the geographic area of restriction set forth above, are fair and reasonable and are reasonably required for the protection of the legitimate business and economic interests of Buyer.

C. Reformation. In the event that, notwithstanding the foregoing, any of the provisions of this Section 12 or any parts hereof shall be held to be invalid or unenforceable, the remaining provisions or parts hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable portions or parts had not been included herein. In the event that any provision of this Section 12 relating to the time period and/or the area of restriction and/or related aspects shall be declared by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, the time period and/or area of restriction and/or related aspects deemed reasonable and enforceable by such court shall become and thereafter be the maximum restrictions in such regard, and the provisions of the Restrictive Covenant shall remain enforceable to the fullest extent deemed reasonable by such court.

D. Remedies. Seller and Shareholder agree that in the event of any conduct by it/him violating any provision of this Section 12, Buyer shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for such conduct, to enforce specific performance of such provision, to enjoin Seller and Shareholder from such conduct, to obtain an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that Seller or Shareholder directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with any such violation, or to obtain any other relief, or any combination of the foregoing, that Buyer may elect to pursue.

Section 13. Indemnification.

A. Survival of Representations and Warranties. All of the representations and warranties of Seller, Shareholder, and Buyer contained in this Agreement: (a) shall survive the Closing and the consummation of the transactions contemplated hereby, notwithstanding any examination made for or on behalf of the Buyer; and (b) shall terminate upon the statute of limitations applicable to matters related to such representations and warranties and continue in full force and effect for the period of such statute of limitations.

B. Indemnity Agreement of Seller and Shareholder. Seller, for itself and its successors and assigns, and Shareholder, for himself and his heirs and assigns, hereby jointly and severally indemnify and hold Buyer harmless from and against any loss, cost, or expense (including reasonable attorneys' fees) arising out of or relating in any manner to: (1) any liability or obligation of Seller, (2) any matter, event, or thing occurring prior to the Closing Date or arising out of Seller's ownership of the Assets or its operation of the Business prior to the Closing Date, (3) the failure of Seller to properly perform any of its obligations to be performed under the terms of this Agreement, whether prior to, on, or after the Closing Date, (4) any breach of a representation, warranty, or covenant of Seller set forth in this Agreement, (5) any liability for collection or payment of any tax imposed by any taxing jurisdiction and any interest, additions to tax, fines, or penalties thereon or in respect of tax returns required to be filed in connection therewith, filed or asserted by any taxing authority to be owed and payable by Seller on account of the operations of Seller for periods prior to the Closing Date, (6) any litigation, claims, grievances, actions, suits, investigations, or proceedings in any court or before any administrative agency arising from the ownership of the Assets or operation of the Business or any other business by Seller prior to the Closing Date, and (7) any other liability or obligation, direct or contingent, relating to the ownership of the Assets or operation of the Business conducted by Seller prior to the Closing Date.

C. Indemnity Agreement of Buyer. Buyer, for itself and its successors and assigns, hereby indemnifies and holds Seller and its employees and representatives harmless from and against any loss, cost, or expense (including reasonably attorneys' fees) arising out of or relating in any manner to: (1) any matter, event, or thing occurring on or after the Closing Date or arising out of Buyer's ownership or operation of the Assets or the Business on or after the Closing Date, (2) the failure of Buyer to properly perform any of its obligations to be performed under the terms of this Agreement, whether prior to, on, or after the Closing Date, (3) any breach of a representation, warranty, or covenant of Buyer set forth in this Agreement, (4) any liability for collection or payment of any tax imposed by any taxing jurisdiction and any interest, additions to tax, fines or penalties thereon or in respect of tax returns required to be filed in connection therewith, filed or asserted by any taxing authority to be owed and payable by Buyer on account of the operations of Buyer for periods on or after the Closing Date, and (5) any litigation, claims, grievances, actions, suits, investigations, or proceedings in any court or before any administrative agency arising from the ownership of the Assets or the operation of the Business or any other business by Buyer on or after the Closing Date.

D. Notice of Claim. A party seeking indemnification under the provisions of this Section 13 (the "indemnified party") shall give notice to the party from whom indemnification is sought (the "indemnifying party") following the receipt of knowledge of a state of facts which, if not corrected, would result in a claim hereunder. The indemnified party shall make available to the indemnifying party's officers and its counsel and accountants, at reasonable times and for reasonable periods, during normal business hours, all books and records of such indemnified party relating to any such

possible claim, and each party shall render to the other such assistance as it may reasonably require of the other in order to insure prompt and adequate prosecution of the defense of any suit, claim or proceeding based upon such state of facts.

E. Payment of Loss. After the indemnified party shall have determined that there exists a loss, it shall provide notice to the indemnifying party thereof, which notice shall include the amount of such loss as calculated by the indemnified party and a description of the events or circumstances giving rise to such loss. Unless within thirty (30) days after receipt of notice of a loss the indemnifying party notifies the indemnified party that it does not concur with the indemnified party's determination with respect to such loss, such determination shall be final and the amount of the loss shall be immediately due and payable. If the indemnifying party shall so notify the indemnified party within such thirty (30) day period, the parties shall have thirty (30) days in which to negotiate in good faith to resolve the issue or issues which form the basis of their disagreement. If no agreement can be reached, the parties shall be free to pursue all remedies as may be available at law or in equity.

F. Limitations. Notwithstanding any provision of this Section 13 to the contrary:

(1) No indemnified party shall have any claim against any indemnifying party with respect to any matter for which indemnification is otherwise available hereunder unless the indemnified party provides notice of such claim to the indemnifying party on or before the date that is two years following the Closing Date.

(2) The combined liability of Seller and Shareholder and their respective heirs, successors and assigns under this Section 13, and the combined liability of Buyer and its heirs, successors and assigns under this Section 13, shall, in each case, not exceed the Purchase Price of eight hundred seventy-five thousand ($875,000.00).

(3) The provisions of subsections (2) and (3) of this Section 13.G shall not apply to any amount arising out of the failure of an indemnifying party to perform a covenant set forth in Sections 1 through 5, 12, or 14 of this Agreement.

G. Exclusive Remedy. The provisions of this Section 13 set forth the exclusive rights and remedies of the Parties with respect to any matter, thing, or event arising out of or relating to this Agreement and the transactions contemplated herein. Neither Party may assert any other liability, claim, or cause of action against the other, whether arising under statute, rule, regulation, or principle of common law. Notwithstanding the foregoing, Purchaser shall have available to it the rights and remedies set forth in Section 12.D in the event of any breach or violation by Seller or Shareholder of any of the provisions of Section 12.

Section 14. Miscellaneous Provisions.

A. Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incident to the origination, negotiation, and execution of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, all legal and accounting fees and disbursements. Buyer shall pay all sales and other transfer taxes applicable to the transfer and assignment of the Assets.

B. Exhibits. The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes. As used herein, the expression "this Agreement" means the body of this Agreement and such Exhibits; and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement and such Exhibits as a whole and not to any particular part or subdivision thereof.

C. Survival of Obligations. The respective representations, warranties, covenants, and agreements of the parties to this Agreement shall survive consummation of the transactions contemplated by this Agreement and shall continue in full force and effect after the Closing Date.

D. Amendments and Waivers. Except as otherwise specifically stated herein, any provision of this Agreement may be amended by, and only by, a written instrument executed by Buyer, Seller, and Shareholder. Seller may extend the time for or waive the performance of any obligation of Buyer, waive any inaccuracies in the representations or warranties by Buyer, or waive compliance by Buyer with any of the terms and conditions contained in this Agreement. Any such extension or waiver shall be in writing and executed by Seller. Buyer may extend the time for or waive the performance of any obligations of Seller or Shareholder, waive any inaccuracies in the representations or warranties by Seller or Shareholder, or waive compliance by Seller or Shareholder with any of the terms and conditions contained in this Agreement. Any such extension or waiver shall be in writing and executed by Buyer.

E. Other Instruments to be Executed. From and after the Closing Date, Seller shall, from time to time, at the request of Buyer and without further consideration (but at Buyer's expense) do, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required to more effectively convey, assign, transfer, or confirm the Assets and the rights of Seller with respect thereto to be assigned in accordance with this Agreement to Buyer, its successors, and permitted assigns.

F. Parties Bound. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against the Parties hereto and their respective heirs, successors, and permitted assigns. The respective rights and obligations of any party hereto shall not be assignable without the prior written consent of the other parties hereto.

G. Governing Law. This Agreement, and the rights and obligations of the Parties hereto, shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

H. Venue. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of Illinois. Each of the Parties hereby consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure, or local rules.

I. Attorneys' Fees. The parties agree that in the event of a breach by either party of any of the provisions of this Agreement, the non-breaching party shall be entitled to an award of reasonable attorneys' fees and all costs and expenses incurred with respect to the enforcement of any of the provisions herein.

J. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and the words of any gender shall include each other gender where appropriate.

K. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not affect, limit, or amplify the terms and provisions hereof.

L. Entirety of Agreement. This Agreement contains the entire agreement among Buyer and Seller with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

M. Notices. Any notice, demand, approval, consent, request, waiver, or other communication which may or is required to be given pursuant to this Agreement shall be in writing and shall be deemed given on the earlier of the day actually received (through any means) or on the close of business on the fourth business day next following the day when deposited in the United States mail, postage prepaid, certified or registered, addressed to the party at the address set forth after its respective name below, or at such different address as such party shall have theretofore advised the other party in writing:

If to Buyer:	If to Seller:	If to Broker:
David Young 509 Potomac Place Southlake, TX 76092 dyoung@eastrivercapital.net	Stephen Dunn 1133 Chatham Drive Belleville, IL 62221 stephen.dunn@rummyinc.com	Routes For Sale 17850 Hunting Bow Circle #102 Lutz, FL 33558 Attn: Legal Department legal@routesforsale.net Fax: 1-888-357-6708
With a Copy To:	With a Copy To:	With a Copy To:
Hal A. Rose Rose Law Office, PLLC PO Box 264 Junction, TX 76849 hrose@roselawofficepllc.com	Jeffrey R. Fink **Thompson Coburn LLP** One US Bank Plaza St. Louis, Missouri 63101 jfink@thompsoncoburn.com P: 314.552.6145 F: 314.552.7000	Hunter Business Law Attn: Adam Hersh 119 S. Dakota Ave. Tampa, FL 33606 Notices@hunterbusinesslaw.com Fax: 813.867.2641

N. Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement. This Agreement shall become effective when executed and delivered by the parties hereto.

O. Time of the Essence. Time is of the essence with respect to the performance by the parties hereto of their respective obligations set forth herein.

P. Prepared by Broker's Counsel. SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THE BROKER'S COUNSEL, HUNTER BUSINESS LAW, PREPARED THIS AGREEMENT ON BEHALF OF AND IN THE COURSE OF ITS REPRESENTATION OF THE BROKER. BOTH THE SELLER AND THE BUYER ARE HEREBY ADVISED TO OBTAIN THEIR OWN INDEPENDENT COUNSEL TO REVIEW THIS AGREEMENT AND ANY OTHER CONTRACT, NOTE, DOCUMENT, OR AGREEMENT RELATED TO THIS TRANSACTION.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first shown above.

VLD Access, Inc.

Signed

STEPHEN DUNN
Printed Name

PRESIDENT
Title

JANUARY 4, 2018
Date

Shareholder

Signed

STEPHEN DUNN
Printed Name

JANUARY 4, 2018
Date

East River, Inc.

Signed

David Young
Printed Name

CEO
Title

January 4, 2018
Date

Exhibit A

FXG Agreement to be reviewed through FedEx at interview/approval.

Exhibit 1.A

Motor Vehicles

VIN	Unit	Year	Make	Model	Value	Mileage
4UZAARBW76CW00539	84116	2006	Freightliner	P1200	$27,500	375,000
1HTMGABM4XA020701	95939	1999	International	P1200	$22,500	530,000
4KAMGABM63A948297	97931	2003	International	P1000	$22,500	275,000
4KAMGABM83A950309	98277	2003	International	P1000	$20,000	420,000
JL6BBG1S67K003681	99977	2007	Mitsubishi	BOX P1000	$17,500	480,000
JL6BNG1A9CK008950	307538	2012	Mitsubishi	BOX P850	$21,500	205,000
1FC4E4KL6DDA85328	314177	2013	Ford	BOX P700	$25,000	100,000
1FC4E4KL6DDA79030	315611	2013	Ford	BOX P700	$25,000	85,000
1GBJG31U071213185	315648	2007	Chevrolet	BOX P700	$17,500	205,000
1GDGG31V571904724	319608	2007	GMC	BOX P500	$15,000	175,000
1F65F5KY6G0A15958	326336	2016	Ford	P1000	$55,000	30,000
1GDGG31C481911390	327467	2008	GMC	BOX P500	$25,000	130,000
1GDGG31C191900669	329968	2009	GMC	BOX P500	$27,500	100,000

Other Equipment

1. Ten 2-wheeled hand carts.

2. Thirteen Garmin GPS's.

3. Velocitor tracking devices currently installed in vehicles listed above if Buyer wishes to continue using the services of Velocitor.

4. Cameron Holcomb's Lenovo laptop.

5. All software and intellectual property used in and/or to operate the Business.

Exhibit 4.B

Purchase Price Allocation

Motor Vehicles	$321,498
Intellectual Property	1
Books and Records	1
FXG Contract	553,500
Total	$875,000

Exhibit 7.D

Outstanding Indebtedness

Asset	Description	Lender	Estimated Pay Off - End Jan 2018
315611	2013 Ford E450 – 3	CCCU	$ 20,385.29
314177	2013 Ford E450 – 4	CCCU	$ 20,174.23
326336	2016 Ford F59 - P1000 – 8	CCCU	$ 35,110.37
			$ 75,669.89

Lender Information

Catholic & Community Credit Union

1109 Hartman Lane

Shiloh, IL 62221

618-233-8073

Exhibit 7.G

Financial Information

See Prospectus Attached.

Exhibit 7.M

Employees

Rose Law Office, PLLC
Hal A. Rose, Partner
P.O. Box 264
Junction, Texas 76849
325-446-2416 (Office)
214-770-0269 (Mobile)
hrose@roselawofficepllc.com

June 27, 2019

Stephen Dunn
VLD Access, Inc.
1133 Chatham Drive
Belleville, Illinois 62221

Jeffrey R. Fink
Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101

VIA USPS and Email to JFINK@thompsoncoburn.com

Re: Breach of Asset Purchase Agreement ("APA") between East River, Inc., subsequently assigned to ERC Access, Inc. ("ERC"), VLD Access, Inc. ("VLD") and Stephen Dunn ("Dunn") dated January 4, 2018 and related documents

Dear Mr. Dunn and Mr. Fink:

I represent ERC and have been asked to address VLD and Dunn's material breaches of the APA and related closing documents. As you are aware, the parties entered into the APA on January 4, 2018 to sell and purchase a Federal Express delivery business as identified in the APA. The parties closed the purchase and sale of the business pursuant to the APA effective as of May 19, 2018 and as part of the closing, executed additional documents including Closing Certificates executed by VLD and Dunn verifying the accuracy of the representations and warranties contained in the APA. ERC has identified a number of material misrepresentations and breaches of the representations and warranties contained in the APA. ERC provides this notice pursuant to the Indemnification provisions contained in Section 13 of the APA.

I. Financial Misrepresentations/Breach of APA. Pursuant to Section 7G of the APA, VLD and Dunn represented that the Financial Information provided to ERC was true, correct and accurate in all respects and that such information did not omit or misstate any costs or expenses actually incurred by them in connection with the operation of the business sold. These representations were affirmed in Section 2 of Seller's Closing Certificate. It is clear to VLD that these representations were not accurate at the time the APA or the closing certificates were executed by VLD and Dunn.

EXHIBIT
2

Specifically, the financial information provided by VLD and Dunn included the salary for only a single manager, Cameron Holcomb, for the business sold. Dunn affirmed that the business required only the single manager, Mr. Holcomb, and that Mr. Holcomb was the sole manager of the business being sold and was reflected as such in the financial information provided to ERC. This was not true. ERC has discovered in the course of operating the business that in fact several other managers employed by Dunn's related business (Rummy) were in fact substantially involved in the management and operations of the business being sold. It is clear that Kristi Matecki and Matthew Loewe for P&D operations and Harold Spinnie for fleet maintenance were all being utilized to help manage and run the operations of the business sold. All 3 of these individuals were/are Rummy employees, paid by Rummy and remained with Rummy after the sale. These individuals roles and responsibilities in the management and operation of the business sold were not disclosed by VLD and Dunn and their compensation costs and expenses, or any allocation thereof, were not included in the financial information provided to ERC.

The failure to include these employee costs and expenses in the financial information provided to ERC is a clear and material breach of VLD and Dunn's representations contained in Section 7G of the APA and Section 2 of the Closing Certificate. As a result of VLD's and Dunn's breach, ERC has been forced to employ additional employees, including an experienced manager at materially higher compensation than Mr. Holcomb, at additional expense that were not reflected in the financial information provided and warranted by VLD and Dunn. I would also note that we are still investigating the circumstances surrounding the fact that the broker retained by VLD and Dunn owns the business that hired away Mr. Holcomb from the business sold.

In addition to the breach of Section 7G of the APA, these omissions and misrepresentations by VLD and Dunn are a breach of Section 7L of the APA where they represented to ERC that the business sold owned all assets necessary to conduct the business as it has been conducted in the ordinary course and Section 7M of the APA where they represented that the list of employees provided was a complete list of all employees and anyone else working with the business sold with pay rates. The representation that Mr. Holcomb was the sole manager of the business sold was clearly inaccurate at the time it was made as that clearly was not the case verified by operation of the business and Mr. Holcomb's own statements after the sale. This conclusion has been reached after extensive investigation of the pre and post-sale operations of the business sold. As a result of VLD's and Dunn's breaches of the APA, ERC has had to incur additional expense to run the business sold and their failure to identify and include these expenses in breach of the APA has resulted in at least $250,000 of artificially inflated value of the business sold based upon the inaccurate and misleading financial information provided by VLD and Dunn.

Another breach of Section 7G of the APA and Section 2 of the Closing Certificate is related to fuel expenses that were omitted from the financial information provided and warranted by VLD and Dunn. The financial information provided to ERC included fuel expenses. After receiving the actual fuel statements for the business sold, well after closing, it is obvious

the vehicles on the fuel statements did not match up with the business-owned vehicles used in its operation and conveyed to ERC. In other words, there were vehicles used daily to generate revenue without the business paying for the corresponding fuel. This is another breach of the APA and representations made by VLD and Dunn therein and omitted expense alone accounts for $8500 of understated fuel expense for just Q3 2017 in the financial information provided pursuant to the APA.

Yet another breach of Section 7G of the APA and Section 2 of the Closing Certificate is another operating expense of the business sold that was not in and/or misrepresented to ERC by VLD and Dunn. This item is related to trucks used to operate the business sold that did not belong to the business sold and not conveyed to ERC. As you are aware, the business sold and Rummy are separate entities. However, like with managerial and other employees, from a day-to-day operational standpoint there clearly was quite a lot of crossover and sharing of assets that was not contained in the financial information provided and representations made by VLD and Dunn. The no-charge use of Non-VLD trucks in the business sold daily operation is another unallocated expense that artificially drives up the net operating income in the financial information provided.

The business sold was using Rummy's trucks to produce revenue/profit at no cost to the business sold. Today, ERC being operated as a separate entity, has no access to Rummy trucks at no-cost and must either rent a truck or purchase trucks to fill the gap when additional vehicle resources are required to accommodate increased volumes, large bulk items or to replace trucks out for repair. This was not disclosed in the financial information and was misrepresented to ERC. Specific examples of this are that in Q3 2017 approximately 50 truck days were used involving trucks not owned by the business sold, Q4 2017 approximately 44 truck days were used and in Q1 2018, 81 truck days were used. In aggregate, that comes to 256 truck days using trucks not owned by the business sold. ERC calculates that this misrepresentation and breach of representation by VLD and Dunn led to an unallocated expense for the use of trucks for the analysis period of $22,528, straight from the bottom line. This is yet another material misrepresentation and breach of representation by the sellers.

The last breach of Section 7G of the APA and Section 2 of the Closing Certificate by VLD and Dunn addressed herein (there may be additional breaches related to ongoing investigation) is related to the insurance deductibles charged by FedEx to the business sold for accidents. This information was omitted from the financial information provided by VLD and Dunn and the omission is a material breach of the representations and warranties made by them in the APA. As you are aware, when FedEx determines the driver is at fault the contractor (business sold) is charged for actual damages capped at a $2000 deductible. ERC has discovered numerous instances of this that were not reflected in the financial information provided by VLD and Dunn which yet again artificially lowers the expenses of the business sold and when properly accounted for reduces the NOI of the business sold

II. Material Misrepresentation and Breach of Representation/Warranty of Value of Delivery Trucks. Pursuant to Sections 7H and 7L of the APA and the Bill of Sale executed by seller at closing, VLD and Dunn made representations as to the condition and value, among

other things, of the delivery trucks being conveyed with the business sold. The condition of many of the delivery trucks was not as represented and the value of the delivery trucks was substantially inflated by VLD and Dunn. This constitutes yet another breach of the warranties and representations made by VLD and Dunn.

The total represented value of the fleet as per the APA and Bill of Sale is $321,500. When exploring options to use the fleet of delivery trucks purchased by ERC as collateral for a loan, it became aware that the real value of the vehicle fleet purchased was far lower than the valuation represented by VLD and Dunn. ERC has contacted several independent sources to provide valuations by vehicle and the fleet valuations averaged $131,151. VLD and Dunn, aided by their broker, knew that the valuations and representations in the APA and Bill of Sale of the fleet of trucks was substantially inflated based upon their knowledge and experience in the delivery business and buying and selling these delivery trucks and the fact that Dunn and VLD paid considerably less than the stated value represented to ERC years earlier. As a buyer, ERC admittedly wanted the value of the fleet to be at the higher-end of trade-in/retail spread for bank loan and accounting purposes however it needed to be reasonable and defensible in order to secure a loan and in compliance with applicable tax law. However, an actual valuation that is no more than half of the value represented by VLD and Dunn is neither reasonable or defensible and is a material breach of the APA and Bill of Sale.

After a year of operation, ERC now understands that the fleet of trucks purchased was old, tired and at least half of them not likely to last long contrary to the representations made by VLD and Dunn. ERC had lots of direct discussions with Dunn and his consultant/broker on this issue and his clear understanding was that he was purchasing a fleet that would adequately meet the needs of the business for year 1 then we would likely need to add a vehicle annually for growth. As of today, of the trucks included in the APA in the list of assets, 4 are not usable with several others having major mechanical issues. Since closing in May 2018 ERC has been required to purchase 6 trucks at a purchase price of approximately $250,000. This has been devastating to the profitability of the business sold, contrary to the financial information and a breach of the representations made by VLD and Dunn.

ERC has compiled more detailed information related to its claims above. Additionally, ERC continues to investigate the involvement of VLD's broker and relationship between VLD and its broker, who also for a period of time represented the purchaser as well. Ultimately though, the representations and warranties were made by and the APA and related agreements signed by VLD and Dunn.

ERC demands that VLD and Dunn pay ERC $475,000.00 for the numerous and material breaches of the APA and related agreements resulting in a dramatically reduced valuation and profitability of the business sold. ERC requests a response to its demand within 30 days from the receipt of this letter. If ERC does not receive a satisfactory response and resolution of its claims, we have contacted trial counsel to pursue court action and all remedies that it is entitled to under the APA and related agreements, and applicable law including damages and attorneys' fees necessary and associated with this matter.

Sincerely yours,

Hal A. Rose
Attorney at Law

cc: David Young

BILL OF SALE

This Bill of Sale is entered into and effective as of 12:01 a.m. on Saturday, May 19, 2018, by and between VLD Access, Inc., an Illinois corporation ("***Seller***"), and ERC Access, Inc., a Texas corporation ("***Buyer***").

PRELIMINARY STATEMENTS

Seller and Buyer have heretofore entered into a Asset Purchase Agreement, dated January 4, 2018 ("***Purchase Agreement***"), providing for the sale by Seller and the purchase by Buyer of Seller's assets.

Pursuant to the Purchase Agreement, Seller and Buyer are required to execute and deliver this Bill of Sale in connection with the consummation of the transactions contemplated by the Purchase Agreement on the Closing Date.

Any capitalized term used but not otherwise defined in this Bill of Sale shall have the meaning ascribed to such term in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller makes the conveyances and assignments, and Seller and Buyer covenant and agree, as set forth in the following provisions of this Bill of Sale:

1. **Conveyance and Assignment of Assets**. Seller has granted, conveyed, sold, assigned, transferred, bargained and delivered, and hereby grants, conveys, sells, assigns, transfers, bargains and delivers, unto Buyer and its successors and assigns the assets listed on Exhibit A hereto (the "***Assets***"), all such Assets being hereby conveyed free and clear of any lien, claim, encumbrance, charge, option or restriction of any nature whatsoever against each and every person or persons claiming or asserting any claim against any or all of the same.

TO HAVE AND TO HOLD the assets, properties and rights granted, conveyed, sold, assigned, transferred, bargained and delivered pursuant to the preceding provisions to Buyer and its successors and assigns, forever.

2. **Further Assurances**. Seller hereby covenants that it will from time to time at its expense make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all such further acts, instruments, deeds, conveyances, transfers, assignments, powers of attorney, consents and assurances as Buyer may reasonably request to more effectively (i) convey, assign, transfer to and vest in Buyer, and to put Buyer in possession and control of any of Assets, (ii) assure and confirm to any other person Buyer's ownership of the Assets, and (iii) permit Buyer to exercise any of the franchises, rights, licenses or privileges intended to be sold, conveyed, assigned, transferred and delivered by Seller to Buyer pursuant to this Bill of Sale. Seller hereby further covenants and agrees that the covenants herein contained shall be

EXHIBIT 3

binding upon its successors and assigns and shall inure to the benefit of the successors and assigns of Buyer.

3. Governing Law. **THIS BILL OF SALE SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.**

(SIGNATURE PAGE FOLLOWS)

(BILL OF SALE SIGNATURE PAGE)

IN WITNESS WHEREOF, the parties have executed this Bill of Sale on and as of the date first written above.

BUYER:

ERC ACCESS, INC.

By: _____
Name: David Young
Title: President

SELLER:

VLD ACCESS, INC.

By: _____
Name: Stephen Dunn
Title: President

Exhibit A

Assets

VIN	Unit	Year	Make	Model	Value	Mileage*
4UZAARBW36CW00537	84114	2006	Freightliner	P1200	$27,500	325,000
1HTMGABM4XA020701	95939	1999	International	P1200	$22,500	530,000
4KAMGABM63A948297	97931	2003	International	P1000	$22,500	275,000
4KAMGABM83A950309	98277	2003	International	P1000	$20,000	420,000
JL6BBG1S67K003681	99977	2007	Mitsubishi	BOX P1000	$17,500	480,000
JL6BNG1A9CK008950	307538	2012	Mitsubishi	BOX P850	$21,500	205,000
1FC4E4KL6DDA85328	314177	2013	Ford	BOX P700	$25,000	100,000
1FC4E4KL6DDA79030	315611	2013	Ford	BOX P700	$25,000	85,000
1GBJG31U071213185	315648	2007	Chevrolet	BOX P700	$17,500	205,000
1GDGG31V571904724	319608	2007	GMC	BOX P500	$15,000	175,000
1F65F5KY6G0A15958	326336	2016	Ford	P1000	$55,000	30,000
1GDGG31C481911390	327467	2008	GMC	BOX P500	$25,000	130,000
1GDGG31C191900669	329968	2009	GMC	BOX P500	$27,500	100,000

* Mileage was approximate mileage as of date of Purchase Agreement.

Other Assets

1. Ten 2 wheeled hand carts.

2. Thirteen Garmin GPS's.

3. Velocitor tracking devices currently installed in vehicles listed above if Buyer wishes to continue using the services of Velocitor.

4. Cameron Holcomb's Lenovo laptop.

5. All software and intellectual property used in and/or to operate the Business.

6. Seller's rights and interests in the FXG Agreement.

7. Books and records of the Business.

8. Goodwill in and of the Business.