

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made by and between MyGround Support, LLC (the "Service Provider"), a Maryland limited liability corporation with an address of PO Box 816, Buckeystown, MD 21717 and _____ (the "Client") a

_____ corporation with an address of _____

RECITALS

A. WHEREAS, Client desires to obtain Service Provider's services from the Service Provider;

B. AND WHEREAS Client agrees to appoint the Service Provider as an independent contractor to perform such Services and the Service Provider hereby agrees to provide such services to the Client

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

SERVICES: Client is selling Assets or a Business Opportunity (the "Assets") as described in Appendix A of this agreement. For consideration described within this Agreement, Service Provider agrees to provide specific administrative support services (the "Services") to the Client. The Services include, and are limited to:

A) Listing Client's Assets for Sale on national business for sale sites, BizBuySell and Bizquest using Client provided data in Appendix A of this agreement.

B) Responding to initial inquiries from Potential Buyers by attempting to obtain an executed Non-Disclosure Agreement (NDA) as found in Appendix B of this agreement and Evidence of Funds from Potential Buyers.

C) Forwarding Potential Buyer's information and inquiries to the Client when such Potential Buyer has provided an executed NDA and Evidence of Funds of at least 20% of the Client's asking price of the Assets.

TERM & TERMINATION: This Agreement and Services herein shall commence on _____ ("Effective Date") and will terminate six (6) months after the Effective Date. The Client may terminate Services at any time after the Effective Date. Client is not entitled to any reduction in nor a refund of Fee as a result of termination of Services.

NECESSARY INFORMATION AND DATA: Client shall be solely responsible to supply the Service Provider all information related to the Client's Sale in Appendix A of this Agreement. Service Provider does not verify any of the Client's information. Client acknowledges and agrees that the accuracy of all information and data supplied to Service Provider and Potential Buyers is the sole responsibility of the Client. Client attests all data in Appendix A of this Agreement is true and correct.

Service Provider Initials _____ | Client Initials _____

FEE: Upon execution of this Agreement a fixed fee in the amount of two thousand dollars (\$2,000) shall be made to the Service Provider by the Client for the Services herein. The ultimate disposition of any sale related to the Assets has no bearing on the fee.

LIMITATION OF SERVICES: Service Provider is providing services of a clerical and administrative nature. Service Provider has no role in providing any Client sale brokering, negotiating a transaction, due diligence data derivation or dissemination, nor any other transaction services associated with the ultimate Client's sale of its Assets. Service Provider is not an agent of the Client.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: This Agreement shall be governed by the laws of the State of Maryland without regard to the conflicts of law provisions of any jurisdiction. In addition, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of courts located in Frederick County, Maryland for this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE SERVICE PROVIDER, ITS OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF INVESTMENT, OR ANY OTHER DAMAGES ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT. This clause survives the term of this agreement in perpetuity.

INDEMNITY: Client agrees to defend and indemnify the Service Provider, its officers, members, employees and agents from any liability, claim or expense, including reasonable attorney's fees, arising out of or in connection with this Agreement or the services of the Service Provider hereunder, and including without limitation, any liability arising from any false, inaccurate or misleading information developed by Seller; any information provided to Service Provider by Seller, and subsequently provided to any Buyer by Service Provider. Client agrees to defend, release, indemnify, and hold the Service Provider, its agents, associates or independent contract relationships, harmless from any liability, cost or expense, including legal fees, resulting from any legal actions or suits by the Client or brought against the Client. Client agrees to never to include the Service Provider, its officers, members, employees and agents in any litigation or lawsuits that may arise as a result of any Buyer pursuing or acquiring the Assets. This clause survives the term of this agreement in perpetuity.

SEVERABILITY: The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

Where any provision in this Agreement is found to be unenforceable, the Service Provider and Client will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

DISCLOSURE: Service Provider makes no representations, expressed or implied, a sale of Client Assets will occur as a result of the Services furnished under this Agreement.

Service Provider Initials _____ | Client Initials _____

IN WITNESS WHEREOF, Client has agreed to, accepted, and executed this Agreement on this _____ day of _____, 20____

Client:

By: _____

Printed Name: _____

Title: _____

Email Address: _____

IN WITNESS WHEREOF, Service Provider has agreed to, accepted, and executed this Agreement on this _____ day of _____, 20____

Service Provider:

MyGround Support LLC

By: _____

Printed Name: _____

Title: _____

Service Provider Initials _____ | Client Initials _____

Appendix A – Data Related to Assets & Client

Data Element	Value (as Entered by Client)
Terminal Name	
Terminal Location (City, State)	
Linehaul? (Yes or No)	
If Linehaul	
Number of Solo Assigned Runs	
Number of Solo Unassigned Runs	
Number of Team Assigned Runs	
Number of Team Unassigned Runs	
P&D? (Yes or No)	
If P&D	
Number of ZIP Codes Served	
Ground, Home, or Both?	

Data Element	Definition	Value (as Entered by Client)
Asking Price	The Total Asking Price of the Assets or Business Opportunity	\$
Cash Flow	Arrived at by starting with your net (before tax) profit. Then, add back any payments made to the owner, interest, and any depreciation of assets	\$
Gross Revenue	Annual Income before any cost of sales or expenses have been deducted	\$
EBITDA	Net Earnings before Interest, Taxes, Depreciation, & Other Amortized Items	\$
FF&E	Value of any vehicles or equipment that will convey “free & clear” as part of the sale	\$
Year Established	Year the current business associated with the Assets or Business Opportunity started	
Number of Employees	Number of full time equivalent employees regularly employed that are associated with the Assets or Business Opportunity	
Number of Vehicles	Number of vehicles associated with the Assets or Business Opportunity	
Number of Vehicles Included in Sale “Free & Clear”	Number of vehicles included in the Sale “Free & Clear”	
Number of Vehicles Included in Sale through a lease assumption or financing assumption	Number of vehicles not included in the Sale “Free & Clear”, but offered as a lease assumption or financing assumption to the Buyer	
Support & Training	Number of Days you will provide support & training to a new owner	
Reason for Selling	The stated reason for selling	

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Appendix B – Non-Disclosure Agreement (NDA) used with Prospective Buyers

Seller is willing to disclose Confidential Information to Recipient so that Recipient can evaluate a possible purchase of certain business assets (the "Transaction"), but only on the conditions stated in this agreement. Recipient acknowledges that the Confidential Information is of inherent substantial commercial value and has resulted from the investment of considerable time and expense by Seller and Recipient's receipt of same from Seller will place it in a position of having thereby acquired a significant amount of information about Seller, its business affairs, finances, customers, products, and the potential thereof, and consequently greater knowledge and additional advantage than would be otherwise available to Recipient. In consideration of the release of Confidential Information by Seller to Recipient, Recipient, intending to be legally bound, agrees that:

1. Recipient will keep confidential any nonpublic information about the Transaction or about Seller's existing or proposed business, products, or services ("Confidential Information"). Confidential Information may be written, oral, observed during facility tours, embodied in product samples, or in other forms and may or may not constitute the basis of a patentable invention. Examples of Confidential Information are (a) financial information, (b) business plans, (c) development, manufacturing, and pricing information, (d) marketing, customer, and supplier information, (e) the fact that Seller is considering or negotiating the Transaction, and (f) the terms and status of any proposed agreement.
2. Recipient will protect Confidential Information from disclosure by using reasonable care and at least the same care Recipient uses to protect its own Confidential Information. Recipient will notify Seller immediately of any disclosure of Confidential Information not permitted by this agreement, and will cooperate fully with Seller to recover it and limit its dissemination.
3. Recipient may disclose Confidential Information only to such of its directors, shareholders, employees, and advisors, who need to know Confidential Information to evaluate the Transaction and are obligated to comply with the restrictions imposed on Recipient by this agreement ("Reviewing Personnel"). A breach of this agreement by any Reviewing Personnel will be deemed a breach by Recipient. The representatives of any limited liability company, corporation or other kind of entity understand and agree that this agreement extends to them personally and not only in their representative capacity.
4. Recipient will not use or allow Reviewing Personnel to use Confidential Information, except to evaluate and negotiate the Transaction. Recipient will cease all use of Confidential Information at Seller's request. Seller retains ownership of all Confidential Information.
5. Recipient will promptly advise Seller of any decision not to proceed with the Transaction. Upon making such a decision, Recipient will return all materials furnished.
6. This agreement does not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient or Reviewing Personnel; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Seller; or (c) is or has been independently developed by Recipient without reference to Confidential Information received from Seller, as evidenced by Recipient's written records.
7. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect Recipient's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Seller.
8. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify Seller and allow Seller a reasonable time to oppose such process. If disclosure is nonetheless required, Recipient will use its best efforts to limit the dissemination of Confidential Information that is disclosed.
9. This agreement does not require that either party enter into the Transaction or any other business relationship, does not create any agency or partnership between the parties, and does not require that Seller disclose specific Confidential Information.
10. Recipient acknowledges that its breach of this agreement would cause irreparable harm to Seller's business and that any remedy at law would be inadequate. In the event of a default under this agreement, Seller will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal or petition for review or any proceeding in bankruptcy court.
11. Delivery of a signed copy of this agreement by digital or electronic format will have the same effect as delivery of the signed original. All additions or modifications to this agreement must be in writing and executed by both parties.
12. Seller's rights under this Agreement shall inure to the benefit of and be enforceable by any party who eventually purchases all or a portion of the business or assets of Seller to which the Confidential Information relates.
13. MyGround Support LLC (also dba MyGround Sales) is a limited service provider providing administrative sales support to the Seller. MyGround Support LLC does not verify any of the Seller's Information. Verification of the accuracy of all information and data

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supplied to Recipient is the sole responsibility of the Recipient. MyGround Support LLC holds no role in providing any sale brokering service, negotiating a transaction, due diligence, data derivation or dissemination, nor any other transaction services associated with a sale. Recipient expressly agrees to defend, release, indemnify, and hold harmless MyGround Support LLC, it employees, members, or officers harmless from any liability, cost or expense, including legal fees, resulting from any legal actions or suits associated with any aspect of a sale transaction.

Recipient: _____

Name

Address (Street)

Address (City, State, Zip)

Signature

Are you (recipient) an existing FedEx Ground contractor of otherwise affiliated with one?

[] Yes [] No

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