

INDEPENDENT HUB OPERATOR AGREEMENT

This Agreement is made by and between Southeastern Delivery, LLC, a Florida Limited Liability Company, whose address is 8812 Grow Drive, Pensacola, FL 32514 US ("Company"), and

_____, a _____,

whose address is _____ ("i-Hub Operator").

WHEREAS, Company operates a web-based, full service grocery shopping and delivery company where Company's customers order and pay for groceries on Company's website ("Customers") and Company appropriates, collects, assembles, stages and distributes the order to the Customer (collectively "the Services"); and

WHEREAS, Company seeks to engage i-Hub Operators to appropriate, collect, assemble, stage, distribute and deliver the groceries to Company's Customers ("Operator Services"); and

WHEREAS, i-Hub Operator desires to provide Operator Services at a location ("Independent i-Hub") within a defined territory in accordance with the terms and conditions of this Agreement (the "i-Hub Operator Business").

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Term and Renewal. This Agreement shall become effective on the date signed by Company and shall continue for a period of five (5) years unless terminated earlier under its terms. Company and i-Hub Operator may agree to renew the Agreement for subsequent five (5) year terms subject to compliance with the following conditions: a. i-Hub Operator is not, nor has been, in material default of any obligations under this Agreement and no default has occurred between the date of the notice of intent to renew and the effective date of the renewal; b. i-Hub Operator executes a general release of all claim against the Company, its officers, directors, agents and personnel for all matters arising under the expiring Agreement; c. i-Hub Operator delivers a written notice of its desire to renew at least six (6) months prior to the expiration date of this Agreement; and, d. i-Hub Operator signs a then-current i-Hub Operator Agreement. i-Hub Operator recognizes that the then-current i-Hub Operator Agreement may have terms and territory that are different than its current i-Hub Operator Agreement.

2. i-Hub Operator's Territory. As long as i-Hub Operator is in full compliance with this Agreement and uses best efforts to provide Operator Services at its Independent i-Hub to Company's Customers, Company appoints i-Hub Operator its sole operator (unless subject to other terms in this Agreement) to provide the i-Hub Operator Services in the area set forth in Exhibit A ("Territory"). i-Hub Operator shall not have the right to provide Operator Services outside the Territory except in pre-approved Open Areas. If it becomes necessary to increase the Territory in an existing area or in a contiguous area to an existing Territory, the i-Hub Operator in or near that Territory will be given first right of refusal to accept the expanded area, which will be redefined in the Territory protocol. If the i-Hub Operator involved refuses or fails to do so, then the Company may redefine the Territory to enable another i-Hub Operator to provide services.

2.1 Open Areas. An "Open Area" is an area immediately bordering i-Hub Operator's Territory that is not the territory of another i-Hub Operator. Upon prior written approval by the Company, i-Hub Operator may provide Operator Services in an Open Area. i-Hub Operator shall not have exclusive rights to the Open Areas and must cease providing Operator Services to any Open Area or partial Open Area upon notification by Company. i-Hub Operator acknowledges that this Agreement does not grant i-Hub Operator any rights in any Open Area.

2.2 Orphaned Territories. An “Orphaned Territory” is an area that does not have an i-Hub Operator and is not capable of sustaining a full time i-Hub Operator. Upon request by the Company, the i-Hub Operator may have the option to procure and stage orders for Customers in an Orphaned Territory and to arrange for local courier service, if necessary, to deliver the order to Customer. i-Hub Operator acknowledges that this Agreement does not grant i-Hub Operator any rights in any Orphaned Territory.

2.3 Emergency Service. If by reason of illness, vacation or other causes, i-Hub Operator is unable at any time to provide or maintain satisfactory Operator Services as determined solely by Company, then i-Hub Operator will make suitable arrangements at i-Hub Operator’s expense for the provision and/or maintenance of Operator’s Services and the Independent i-Hub. If i-Hub Operator is unable or fails to do so, Company has the right to provide, and/or maintain the Operator’s Services or the Independent i-Hub at i-Hub Operator’s expense and risk.

2.4 Customer Refusals. If i-Hub Operator fails for any reason to provide or maintain satisfactory Operator’s Services to any Customer within the Territory or Open Area as determined solely by Company, and such failure is not remedied within five (5) days after written notice from Company (either through confirmed e-mail or letter sent through the Postal Service), Company (in addition to other remedies available to it) may make other arrangements on either a temporary or permanent basis for the service of such Customer. If such arrangements are permanent, the Customer shall be deemed to be no longer included in the Territory of i-Hub Operator and i-Hub Operator shall not be entitled to compensation or remuneration of Customer.

2.5 Services In Violations Of Agreement. If i-Hub Operator provides services in violation of this Agreement, Company, in addition to all other rights, shall not be required to compensate Operation for the Services.

3. Operator Services. i-Hub Operator shall use best efforts to appropriate, collect, assemble, stage, distribute and deliver Customer ordered products to Company’s Customers in a timely and professional manner. Upon request of Customers, the order shall be either delivered to a designated location or distributed at the Independent i-Hub.

3.1 Next Day Delivery. All orders must be delivered or distributed in daylight hours the day after Customer’s order is placed (“Next Day Delivery”), or i-Hub Operator will use best efforts to ensure the Order is delivered or made available for pick-up at the time specified by the Customer.

3.2 Appropriation of Ordered Products. i-Hub Operator must purchase ordered products at designated discount grocery chains, or other Company designated suppliers, in a manner which permits Next Day Delivery to Company’s Customers.

3.3 i-Hub Operator Fund Every reasonable effort shall be made to ensure that the i-Hub Operator’s portion of the Customer’s cost of goods is promptly disbursed to the i-Hub Operator. The i-Hub Operator must purchase the products for the Customer order(s) promptly, upon receipt of the order and in time to make pick-up or delivery available as the Customer requests. The i-Hub Operator must maintain, at all times, a fund equivalent to at least three days average orders, which must be located in a bank checking account which provides immediate liquidity. If the i-Hub Operator fails to maintain this amount in the account, then the Company shall have the right to redirect the Customer order(s) to another i-Hub Operator. If, for three or more times during the term of this Agreement, the i-Hub Operator fails to maintain this amount in the account, then the Company may either:

1. Reduce i-Hub Operator's Territory, or 2. Redirect the order to another i-Hub Operator until i-Hub Operator is in compliance with this Agreement, or 3. Terminate this Agreement.

For i-Hub Operators who opt for the Co-Op Program, please see Exhibit "B" Co-Op addendum.

3.4 Service Protocols. Company shall either loan or make available to i-Hub Operator one copy of its Service Protocols which may be amended from time to time. i-Hub Operator acquires no right or title in the Service Protocols and ownership shall remain with Company. The Service Protocols shall set forth Company's then-current standards & methods of operation, customer service requirements, required equipment and other required procedures. i-Hub Operator agrees to fully comply with the Service Protocols

3.5 Spoilage. All storage of products and order deliveries must be made in a manner that ensures the product does not spoil. Proper food handling and storage procedures must be strictly maintained. Any delivery that has more than one stop must ensure proper temperature control is maintained throughout the delivery. i-Hub Operator shall be responsible for all spoilage and product condition problems.

3.6 Credit Backs. If a Customer's Order is incomplete or damaged, Company shall debit or credit the Customer's account as soon as the Customer's order has been verified at the Independent i-Hub and the order changes, if any, have been transmitted to Company. All order updates and corrections must be transmitted on the day of delivery or pick-up.

4. Independent i-Hub, Equipment and Staffing Requirements. i-Hub Operator will establish, staff, equip and maintain its Independent i-Hub (which Company may inspect from time to time) sufficient to perform the Operator Services. The Independent i-Hub must be: 1) located in the Territory; 2) sufficient to enable i-Hub Operator to satisfy properly its responsibilities; and 3) consistent with promoting the reputation of, and public confidence in, the Company and its services. The Independent i-Hub must comply with all laws and regulations relating directly or indirectly with the operation of the i-Hub Operator's business. The Independent i-Hub must meet the minimum requirements as set forth in the Service Protocols. Company shall have the right to inspect the Independent i-Hub at any time during normal business hours and shall have the right to take photographs, videotapes and other means of transmission.

4.1 Equipment. Equipment requirements include a delivery vehicle, computer, scanner, refrigerator-freezer units, assembly work tables, high speed internet connection, shopping bags and other equipment as designated by Company, from time to time ("Required Equipment"). All Required Equipment must meet Company minimum requirements, as may be set by Company from time to time.

4.1.1 Delivery Vehicle. The delivery vehicle must be sufficient to provide proper transport of the orders, including storage and temperature controls.

4.1.2 Signs. Company shall have the right to require i-Hub Operator use signage on the delivery vehicle; including but not limited to metallic signs, lighted top signs and vehicle wraps.

4.2 Employees. i-Hub Operator must ensure that its employees (which term shall include agents and independent contractors) use, handle, store, transport and transfer the products in a manner that will provide for the safety and protection of persons, property and the environment. i-Hub Operator must ensure that the Independent i-Hub is sufficiently staffed to maintain efficient and consistent distribution of the products to the Customers throughout the Territory. All employees must wear approved company attire in accordance with a reasonable dress code.

4.3 Company's Right To Require Modifications. If at any time, Company determines that the Independent i-Hub requirements, vehicle, equipment or technology require maintenance, expansion, a remodel, an upgrade, replacement or repair (collectively "Modification"), then Company shall provide i-Hub Operator with written notice setting forth the Modification and i-Hub Operator agrees to initiate the Modification within 10 days of notice by Company and complete the Modification within 45 days of the notice. If i-Hub Operator fails to initiate and complete the modification within the proscribed timeframe, then Company may, at its option, cancel this Agreement.

5. Payments to i-Hub Operator. Unless other arrangements are made prior to the review and signing of this agreement, the Independent i-Hub Operator will be responsible for payment of Customer's cost of goods for the three working days; as soon as the flow of business activity is started, the Company will send reimbursements upon notification that customer has accepted their order. If other arrangements are made after this agreement is signed, an addendum will be sent to all operating i-Hubs to describe the change to this cost-of-goods payment arrangement. For i-Hub Operators who opt for the Co-Op Program, please see Exhibit "B" Co-Op addendum.

In addition, each i-Hub Operator will receive a WEEKLY payment from the revenue-sharing program, mailed on a designated day of the week from the Company. The details of the calculation for this revenue-sharing payment are detailed in the Standard Addendums. In addition, 100% of the Grocery delivery fees collected from the customer will be paid to i-Hub operator.

Conversion from an Independent Hub Operator to an Independent Co-op Hub Operator IS permitted, provided that the 25 Founders have signed up to support the Hub with their \$400 payments, their commitment to bring in at least 8 Active MPB Today Affiliates, and their commitment to see that the Founders and the new Affiliates will purchase at least \$200 in non-perishable groceries each month through the Standing Order Program. Conversion from an Independent Co-op Hub Operator to an Independent Hub Operator WILL NOT BE PERMITTED because doing so would violate the mutual honor of continued support for the Founders, Affiliates, and Customers who have already provided funding and business support for the Hub through the Co-op Program.

6. Training. Before/during opening operations, Company will provide to i-Hub Operator initial training at no charge; except that i-Hub Operator shall be responsible for all expenses, wages and travel costs to i-Hub Operator and its employees to attend training. i-Hub Operator (or i-Hub Operator's principal manager) must attend training prior to opening the Business. Thereafter, i-Hub Operator shall be responsible for training its employees and agents. Company's training program consists of one or more of the following, at Company's option: training at Company's facilities, training at the i-Hub Operator's location, on-line courses, DVDs, CDs and/or manuals.

7. Website and Domain Name. Company shall maintain a website whereby Customers place their orders. i-Hub Operator has no right to establish or maintain its own website or webpage. Company shall have the right to modify the website, domain name or internet presence.

7.1 Ownership of Domain Name and Website. i-Hub Operator acknowledges that Company is the lawful, rightful and sole owner of any domain name or website that Company may register, and unconditionally disclaims any ownership interest in that phrase or any colorably similar Internet domain name or website. i-Hub Operator agrees not to register any Internet domain name in any class or category that contains the words "MPB TODAY" and/or "SOUTHEASTERN DELIVERY" or any abbreviation, acronym or variation of that word.

7.2 Intranet. i-Hub Operator agrees to use Company's Intranet in strict compliance with the standards, protocols and restrictions of the Company, which may be modified from time to time.

8. Trade Name. i-Hub Operator may use Company's Trade name, trademark and distinguishing colors on i-Hub Operator's business location, vehicle, uniform, business cards and grocery supplies; provided however, that 1) Company's trade name may not be used as a part of any business name or trade name of i-Hub Operator, and 2) Company shall have the right at any time to revoke the permission granted in this Section if, in its opinion, the general appearance of the Independent i-Hub, vehicle or overall appearance or that of i-Hub Operator's helpers, if any, shall fall below standards in keeping with the standards of Company in the sole determination of Company.

9. i-Hub Operator's Duty of Confidentiality and Non-Disclosure. In connection with the i-Hub Operator's appointment, i-Hub Operator may have access (or be granted access) to the Company's confidential information. The term "Confidential Information" shall be defined as the information revealed in the Service Protocols, conveyed in Training, price structures, profit margins, vendors, customers lists, vendors, trade secrets, methods of operations and shall further include "Trade Secrets" as defined by Florida Statute 688.002. As such, during the term of this Agreement and at all times thereafter, the i-Hub Operator promises and covenants with the Company to maintain in confidence all of the Confidential Information disclosed to i-Hub Operator. i-Hub Operator further promises and covenants that any Confidential Information of Company shall not be used in any way or manner which is detrimental or injurious to Company or to the i-Hub Operator's own benefit except in strict performance of its obligations under this Agreement. i-Hub Operator shall use its best efforts to prevent or restrict the use or disclosure of the Confidential Information to its employees or agents except those who have a reasonable need to know such Confidential Information, and in such event shall insure that any such employee or agent is bound by, and subject to, the terms of this Section. Accordingly, i-Hub Operator shall return all Confidential Information to the Company within five (5) days after termination of this Agreement for any reason.

9.1.1 Customer Confidentiality. i-Hub Operator shall not disclose the names of or purchases of Company's Customers and shall maintain the strictest confidentiality measures to avoid such disclosure. i-Hub Operator shall instruct its employees in the confidential nature of Customer's names and orders and shall ensure that employees maintain the highest level of confidentiality at all times. Employee Confidentiality Agreements must be signed and a copy sent to the Company before their first day of employment. Blank agreements will be provided by the Company.

10. Covenant Not To Compete. i-Hub Operator may not, during the term of this Agreement and for three (3) years after its Termination, operate or own a beneficial interest in any company that is competitive with Company and that is located within i-Hub Operator's area or any area where Company currently operates. Nothing contained in this provision shall prohibit i-Hub Operator from operating a delivery service that is not competitive with Company. "Competitive" shall mean the service which obtains and delivers grocery products to its Customers, to include the purchase and delivery of any products that are currently offered by the Company or are scheduled to be offered within the next twelve (12) months.

11. Insurance. i-Hub Operator will continuously carry insurance (including liability and worker's compensation, if required by law), in the amounts and with the coverage which would not be less than the minimum required from the state in which the i-Hub operates. Each policy must (1) be obtained from an insurance carrier that has and maintains a Best's Insurance Reports rating of A, Class VIII, or better; (2) name Company as an additional insured and afford separate coverage to each named insured; (3) provide for a deductible of not more than \$500 per occurrence; (4) contain no provision that limits or reduces i-Hub Operator's coverage on account of a claim against i-Hub Operator by Company; and (5) provide for not less than 30 days' prior notice to Company of cancellation or non-renewal. i-Hub Operator shall furnish Company a copy of certificates of insurance to prove that such insurance coverage is in effect upon obtaining the insurance and within 10 days after each policy renewal date. If i-Hub Operator fails to maintain the required insurance, Company may obtain coverage on i-Hub Operator's behalf and charge the cost to i-Hub Operator. i-Hub Operator agrees to reimburse Company for the premium costs it incurs to

provide such coverage, plus interest and its expenses, within ten days after Company submits a statement for its costs. Nothing in the section may be construed as requiring Company to furnish the insurance for i-Hub Operator.

12. Indemnity. i-Hub Operator must indemnify, hold harmless and timely defend Company, Company's affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, legal proceedings, administrative inquiries, investigations and proceedings, damages, losses, judgments, settlements, fines, penalties, remedial actions, costs and expenses (including attorneys' fees) asserted against, incurred or sustained by any indemnified party, whether or not separately insured, that arise out of or are attributable to, in any way, this Agreement or i-Hub Operator's operation of the business. Company may elect (but under no circumstance will be obligated) to undertake or assume the defense of any such claim, demand, inquiry, investigation or proceeding (an "Indemnified Matter"), and to conduct and supervise all settlement negotiations related to any indemnified matter. Company's election to undertake or assume the defense or settlement of an indemnified matter will, in no way or circumstance, extinguish or diminish i-Hub Operator's obligation to indemnify and hold the indemnified parties harmless.

13. Independent Contractor. i-Hub Operator is a self-employed independent contractor, not an agent or employee of Company, and has no authority other than to provide Operator Services. Nothing herein shall be deemed to constitute i-Hub Operator as partners, franchisee, agent or joint venturer of Company. The i-Hub Operator is, and shall remain an independent contractor engaged in its own separate business operation, and shall have no right to enter into any binding agreement which would obligate the Company in any way.

14. Transfers. i-Hub Operator agrees not to sell, assign, transfer, give away, pledge, mortgage or otherwise dispose of any interest in the i-Hub Operator's business or i-Hub Operator's rights under this Agreement without Company's prior written consent. If i-Hub Operator is a corporation, partnership or limited liability company, any sale, transfer or other disposition of any equity interest in the company (except a limited partnership interest) shall be considered a transfer covered by and subject to the terms and conditions of this Section. Any transfer lacking Company's prior written consent will be ineffective against Company and this Agreement will immediately terminate without notice.

14.1. Right of First Refusal. i-Hub Operator must give Company written notice of each proposed sale, conveyance or transfer ("Proposed Sale") of all or any portion of i-Hub Operator's business. The notice shall identify the prospective purchaser and the terms and conditions of the Proposed Sale. Company shall have 10 days following its receipt of i-Hub Operator's written offer and related information to accept or reject it, and at least 10 additional days to consummate the purchase.

15. Termination by i-Hub Operator. i-Hub Operator may terminate this Agreement for any reason upon thirty (30) days' notice to Company. Termination pursuant to this Section shall operate to release all rights and obligations hereunder of both i-Hub Operator and Company.

16. Termination for Cause.

16.1 Termination with a Right To Cure. Except as set forth below, in the event that either party believes that the other materially has breached any obligations under this Agreement, or if Company believes that i-Hub Operator has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have fifteen (15) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the fifteen (15) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

16.1.2 In lieu of termination under Section 16.1, Company has the right to any and all of the following additional remedies:

- 16.1.2.1 Redirect the orders to another i-Hub Operator; and/or
- 16.1.2.2 Reduce i-Hub Operator's Territory, and/or
- 16.1.2.3 Require i-Hub Operator maintain a larger Fund.

16.2 Automatic Termination Without Notice. This Agreement shall automatically terminate without notice upon a voluntary petition in bankruptcy, adjudication of bankruptcy, any assignment for the benefit of creditors, or appointment of a trustee or receiver in bankruptcy by i-Hub Operator.

16.3. Automatic Termination Upon Notice. Company may automatically terminate this Agreement upon mailing a notice to i-Hub Operator if i-Hub Operator or any of its principal owners:

16.3.1. Misuses the Company's Marks, Trade Secrets or other impairment of the goodwill associated with Company; or

16.3.2. Violates the Confidentiality or Non-competition provisions set forth in this Agreement, or

16.3.3. Fails to enforce to the fullest extent permitted by law any non-competition and trade secrets provision in this Agreement or in any agreement between Company and any of employees or associates; or

16.3.4. Fails to commence operations within a satisfactory time period determined by the Company after signing this Agreement; or

16.3.5. Abandons the operation of the business, defined as failure to operate the business for fifteen (15) consecutive days after commencement of operations.

17. Integration. This Agreement is the entire, full and final agreement between the parties; and supersedes all prior or contemporaneous agreements, representations, warranties and understandings.

18. Governing Law. This Agreement is made in Florida and its provisions will be governed by and interpreted under the laws of that State; except that trademark rights will be governed by and construed in accordance with the Lanham Act.

19. Waiver. Waiver of any provision or breach of this Agreement may not be interpreted as a waiver of any subsequent action, provision or breach.

20. Notices. The parties to this Agreement should direct any notices to the other party at the address below that party's name on the final page of this Agreement or at another address if advised in writing that the address has been changed. Notice may be delivered by facsimile with proof of transmission (with simultaneous mailing of a copy by first class mail), email with proof of delivery (with simultaneous mailing of a copy by first class mail), delivery service or first class mail. Notice by facsimile or email will be considered delivered upon transmission, by delivery service upon delivery, and by first class mail three (3) days after posting. Notice of Termination or Renewal must be given by a receipted form of delivery.

Company:

Independent i-Hub Operator:

President
Its Authorized Agent
Southeastern Delivery, LLC
8812 Grow Drive
Pensacola, FL 32514 US

21. Force Majeure. Company and i-Hub Operator shall not be liable for delays and non-performance of this Agreement occasioned by acts of God; by acts of war, riot, or civil commotion; by act of state; by strikes, fire, hurricanes or flood; or by the occurrence of any other event beyond the reasonable control of the parties and Company or i-Hub Operator, as the case may be, shall be excused from such performance for the same amount of time as such occurrence shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the resumption of performance.

22. Severability. Each provision of this Agreement is severable. If any of its provisions is determined to be invalid or conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement. However, if Company decided that the finding of illegality adversely affects the basic consideration for our performance under this Agreement, Company may, at its option, terminate it.

23. Mandatory Mediation. The parties hereto acknowledge that litigation is expensive and should be avoided if possible. Therefore, the parties agree to submit any and all disputes directly to Mandatory Pre-Litigation Mediation in Escambia County, Florida prior to the filing of any lawsuit to enforce this Agreement, exclusive only of the demand for a liquidated amount of money or injunctive relief. Submission to Mandatory Pre-Litigation Mediation prior to litigation shall be considered jurisdictional with no appeal. The mediator's fee shall be borne equally by the parties unless otherwise provided for in a mediated settlement. In the event the no-appeal, Mandatory Pre-Litigation Mediation fails to effect resolution to the dispute, the parties hereby agree knowingly and willingly that they waive any right to a trial by jury as to any rights or obligations hereunder and consent to the exclusive jurisdiction of a court of competent jurisdiction located in Escambia County, Florida, to adjudicate any dispute or matter arising under the terms of this agreement.

24. Attorney Fees. In the event of litigation involving the parties hereto arising out of or related to the matters contained within this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorney's fees and costs.

25. Paragraphs 9, 10, 12 and 24 shall survive the termination, expiration or cancelation of this Agreement.

Please check one:

_____ I am applying as **i-Hub Operator** _____ I am applying as **i-Hub Co-op Operator**

The i-Hub operator understands and agrees that they are responsible for the marketing, advertising, customer development, and overall success and profitability of their i-Hub business, and that the Company (MPB Today and Southeastern Delivery, LLC) provides no warranties, assurances, and NO GUARANTEE, either specific or implied, that the i-Hub operator will be financially successful in this venture.

Signed on the _____ day of _____, 2011.

COMPANY

INDEPENDENT HUB OPERATOR

Southeastern Delivery, Inc.

NAME:

By: _____
Its Authorized Agent

By: _____
Its Authorized Agent

EXHIBIT A:

INDEPENDENT HUB TERRITORY – The territory for the Independent i-Hub Operator which is referred to the Independent i-Hub Operator Agreement above will be mutually agreed upon by the i-Hub Operator and the Company and may involve any of the following possible designators in order to clearly define the territory: Postal zip codes, streets that form the boundary, city or county limits, state lines, rivers or other geographic features, and any other definition that will clearly and unmistakably describe for all parties the boundary of the territory to be served.

EXHIBIT B – i-Hub Co-op Program Option

This Exhibit replaces Number 3.3 and Number 5 in the main body of this agreement if and only if the i-Hub Owner(s)/Operator(s) have selected to utilize the i-Hub Co-op program.

3.3 Hub Operator Fund (under Co-op Program)

Every reasonable effort shall be made to ensure that the i-Hub Operator's portion of the Customer's cost of goods is promptly disbursed to the replenish the Founder's fund provided through the i-Hub Co-op Service Program.

The i-Hub Operator must purchase the products for the Customer order(s) promptly, upon receipt of the order and in time to make pick-up or delivery available as the Customer requested. The i-Hub Operator will use a credit card for the daily purchase of products to fill the customer orders, and as soon as proof of pick-up or delivery is received by Southeastern Delivery at Headquarters, a reimbursement shall be made to the Founder's fund for that i-Hub location. Note that the CAPITAL DISBURSED AND REIMBURSED DAILY through the Founder's Fund is for the PURCHASE OF CUSTOMER ORDERS ONLY (cost of goods).

If customer purchases should exceed and consume the \$10,000 Founder's fund before it is replenished, Southeastern Delivery will work as closely as necessary with the i-Hub Operator to provide reimbursement and cover any and all payments for cost of goods that exceed the \$10,000 Founder's fund limit. All other expenses, including one-time expenses to set up the i-Hub, purchase of furniture, fixtures, equipment and supplies, labor expenses, delivery and transportation vehicles and expenses, etc., are the responsibility of the i-Hub Owner(s)/Operator(s). If the i-Hub Operator fails to maintain a separate contingency account for the day-to-day operation of the business, then the Company shall have the right to redirect customer orders to another i-Hub Operator. If, for three or more times during the term of this Agreement, the i-Hub Operator fails to maintain a contingency account for day-to-day operation of the business, the Company may take any of the following actions:

1. Reduce the i-Hub Operator's territory, or
2. Redirect the order(s) to another i-Hub Operator until the local i-Hub Operator is in compliance with this Agreement, or
3. Terminate this Agreement.

5. Payments to Hub Operator

Unless other arrangements are made prior to the review and signing of this Agreement, the i-Hub Operator will be instructed to utilize the credit card to purchase product to fill all orders for the first three business days, as necessary, from the Founder's Fund. As soon as proof of pick-up or delivery is received at Southeastern Delivery Headquarters, reimbursement for that exact amount will be made to replenish the Founder's fund in behalf of that i-Hub location.

If customer purchases should exceed and consume the \$10,000 Founder's fund before it is replenished, Southeastern Delivery will work as closely as necessary with the i-Hub Operator to provide reimbursement and cover any and all payments for cost of goods that exceed the \$10,000 Founder's fund limit.

Note that the CAPITAL DISBURSED AND REIMBURSED DAILY through the Founder's fund is for the PURCHASE OF CUSTOMER ORDERS ONLY (cost of goods).

All other expenses, including one-time expenses to set up the Hub, purchase of furniture, fixtures, equipment and supplies, labor expenses, delivery and transportation vehicles and expenses, etc., are the responsibility of the i-Hub Owner(s)/Operator(s).

In addition, each Hub Operator will receive a WEEKLY payment from the revenue-sharing Program. The details of the calculation for this revenue-sharing payment are included in the Service Protocol.

In addition, 100% of the grocery delivery fees collected from the customer at the time the orders are placed and paid will be paid to the i-Hub Operator with the weekly revenue-sharing payment.

List of issues in the Service Protocol.

1. Independent i-Hub Territory and Sales Credit
2. Customer Service
3. Purchase and Staging of Orders
4. Technology and Equipment Requirements
5. Minimum Delivery Vehicle Requirements
6. Safety Issues
7. Headquarters Reporting
8. Training
9. Revenue-Sharing Calculation and Payments

SERVICE PROTOCOLS

These basic items will be a detailed part of every i-Hub Operator Agreement that is put into force since these issues deal with all Independent i-Hub Owner/Operators. Additional addendums may be added to specific i-Hub Operator Agreements in order to clearly define unique issues or conditions that may exist in one market or with one i-Hub Operator location.

INDEPENDENT HUB TERRITORY AND SALES CREDIT

For each Independent i-Hub, the location will receive credit—and subsequent revenue sharing payments—for all orders that are picked up or delivered from that location. The choice for pick-up point will be designated by the customer at the time their order is placed.

CUSTOMER SERVICE

Our consistent performance and high quality of products and services are paramount to the growth and success of the business, and also to the success of the Independent i-Hub. To this end, the Independent i-Hub owners, supervisors, and employees will be responsible to implement and maintain the following general standards:

1. Careful attention to the details when handling customer orders (i.e., brand requested, size requested, pick-up and delivery times and locations, etc.)
2. Courteous and friendly treatment of customers and fellow employees (in phone conversations, in personal contact at the time of pick-up or delivery, positive attitudes, smiles, generous inclusion of pleases and thank you in all conversation, and the exclusion of inappropriate and unprofessional language). Serving as agents of a growing company, EACH INDIVIDUAL is responsible for improving or eroding the overall reputation by every word and action. BE THE PROFESSIONAL that will build the business and strengthen our futures together.
3. Punctuality – Employees should always follow the schedule and be on time for work; all pick-ups should be ready for the customer at least 30 minutes PRIOR to the requested pick-up time, and deliveries should ALWAYS be made within the time window requested by the customer, unless we have contacted the customer in advance and made other arrangements.
4. Dress Code – All employees of the Independent i-Hub should be comfortably and appropriately dressed. This should be guided by the common sense of the owner(s) and supervisor(s), given the desire to operate a professional workplace with firm and consistent application of dress code rules, and the contact our employees will have with customers, vendors, and other working professionals in the local area. If

uniforms are available and required for all or certain employee duties, such as delivery drivers, the policy will be established and consistently maintained by the local owner(s) and supervisor(s).

PURCHASE AND STAGING OF ORDERS

1. The basic Independent i-Hub operation involves four types of employees:
 - a. Supervisor(s)
 - b. Shopper(s)
 - c. Operations Center worker(s)
 - d. Delivery Driver(s)

The shoppers are responsible for taking individual orders for customers to local discount supermarkets like Wal-Mart (the stores used to construct the product mix that is listed on the universal website) and shopping for the orders. Each order contains the item UPC code, which the shopper can use to verify the accuracy of their purchase. As soon as the orders have been shopped and paid for, they should IMMEDIATELY be returned to the Independent i-Hub to be processed, verified, and prepared for customer pick-up or delivery. It is IMPERATIVE that all temperature-controlled products are properly stored in a cooler or freezer, as appropriate, until pick-up or deliveries are to be made.

TECHNOLOGY AND EQUIPMENT REQUIREMENTS

In order for the Independent i-Hub to operate successfully and to communicate successfully with Headquarters to manage the flow of orders and the updates to customer accounts, the following equipment will need to be in place:

1. A computer, connected through an internet connection to Southeastern Delivery Headquarters, permitting the transfer of order information to the i-Hub;
2. An electronic device (or devices) that scan and verify each item on each order, confirming the selections made by the shoppers and transmitting information back to Headquarters so any necessary customer account adjustments can be made.

The minimum equipment requirements are as follows:

1. A computer that runs Microsoft Windows XP, Windows Vista, or Windows 7, 32-bit or 64-bit.
2. Pentium 300 MHz or greater
3. 256 Mb of RAM or greater
4. 100 Mb Hard Disk space or greater available
5. Available USB port for USB scanner
6. Internet access
7. Working keyboard, mouse, display and sound card with speakers

In addition, the Independent i-Hub owner(s) will need a handheld scanner USB keyboard wedge; wireless and wired version is offered. An example can be found at this website:

<http://www.newegg.com/Product/Product.aspx?item=N82E16838129085>

Southeastern Delivery has written, maintained and updated all the necessary proprietary software required to transmit data back and forth on orders and customer updates; this software will be transmitted to the i-Hub through Microsoft's recently-developed CLOUD network. It will be the responsibility of the Independent i-Hub owner(s) to purchase one computer.

MINIMUM DELIVERY VEHICLE REQUIREMENTS

As soon as deliveries begin in the Independent i-Hub, the following represent minimum standards for the delivery vehicle and the process:

1. The vehicle must be clean, presentable, and safe to operate, meeting any local or state standards for technical and mechanical safety.
2. The vehicle must be of such design as to accommodate at least a refrigerated cooler of sufficient size to transport any dairy or frozen products safely to the customer destination. Detailed recommendations and choices are available from Headquarters on various sizes and configurations of such containers.
3. The delivery driver(s) must be at least 25 years old, must have a valid and current driver's license that is appropriate to the vehicle being driven, and must be adequately covered, based on state and local requirements, with liability, property and medical insurance, naming Southeastern Delivery, LLC as an additional insured (which is also indicated in the main text of this agreement, page 6, items #11 and #12)

SAFETY ISSUES

The safety of the workplace, including the surrounding areas (such as employee parking areas, customer pick-up areas, and all workplace stations) is the responsibility of the i-Hub owner(s) and those supervisor(s) that are designated to manage and maintain a safe work environment.

Upon signing this agreement and accepting this standard addendum, we expect adherence to all workplace area safety rules that may be required by state or local authorities.

We also require continuous adherence to the standards required to successfully pass any Federal, State, and local jurisdiction requirements for the safe and sanitary handling of food products in this business.

HEADQUARTERS REPORTING

As soon as an agreement is reached and this document is signed and returned to Southeastern Delivery Headquarters in Pensacola, a written recap of reports needed on a daily, weekly, and monthly basis will be sent to the Independent i-Hub owner(s) for implementation.

TRAINING

From time to time, as necessary, the Headquarters Staff at Southeastern Delivery will provide training and guidance, as necessary, beginning before Independent i-Hubs are opened and continuing when there are any policy or procedure changes that affect the Independent i-Hub operations.

(An Independent i-Hub Training Manual will be provided to each i-Hub that is opened, outlining the basic operating procedures for the facility; it will be updated as necessary, and the updates will be sent out to replace the information or instructions that are being changed)

Other information, as may be necessary, will be transmitted to all Independent i-Hub owner(s) and supervisor(s) via e-mail, CD, or other appropriate communication platform.

REVENUE SHARING CALCULATION AND PAYMENTS

Each Independent i-Hub will be set up to receive WEEKLY commissions for the business processed through that i-Hub. The commissions will represent 3% of that i-Hub's total dollar sales (excluding taxes, service or delivery fees), defined as "adjusted total dollar sales", through the previous week ending on a Saturday.

In addition, if the i-HUB is an INDEPENDENT HUB and not an i-Hub Co-op, there will be distribution of two (2) other 1% commission amounts – 1% of the Group Adjusted total dollar sales will be distributed EQUALLY among each Independent i-Hub in the designated area. The basis for this 1% distribution will be the collective total adjusted dollar sales of all the i-Hubs (Independent and Co-op), excluding taxes, service fees or delivery fees.

Another 1% of group adjusted total dollar sales from all operating i-Hubs (Independent and Co-op) in the designated area will be distributed to EACH INDEPENDENT i-Hub operator in proportion to their weekly pick-up and

delivery activity from the prior week, ending on a Saturday, compared to the total sales in the designated area. "Designated area" will be determined consistent with the definition of the greater metropolitan area and the associated advertising reach. The Company makes all final decisions.

If the i-Hub is part of the Co-op Program, then the distribution beyond the 3% mentioned above will be distributed EXACTLY as described in the preceding two paragraphs, only at ½% EQUALLY plus ½% BASED ON PROPORTIONATE SALES in the designated area. Restated in summary, INDEPENDENT HUBS will receive 3% + 1% divided evenly + 1% divided proportionately. INDEPENDENT Co-op HUBS will receive 3% + ½% divided evenly + ½% divided proportionately.

START-UP ASSISTANCE PROGRAM

Effective IMMEDIATELY, the following Program has been developed and approved to supplement the existing Revenue-Sharing Program described in the Independent Hub Operator's Agreement.

For the first sixteen (16) weeks of operation, an additional 5% in Revenue-Sharing will be paid to ALL i-Hubs and i-Hub Co-Ops. The sixteen-week period will begin on the FIRST DATE of shipment in the records at Headquarters for the Hub. If the Hub ships its first order in the middle of a week (for example, on Wednesday), then the 16-week period will end on a Tuesday. Otherwise, if the first ship date is on a Monday, the program will end 16 weeks later with shipments that are completed and recorded on a Saturday.

AFTER the 16-week program above is completed, Southeastern Delivery will continue to provide revenue assistance through our Manufacturer's Coupon Program. It's SIMPLE.....for every \$1 in manufacturer coupons that are redeemed for the i-Hub (not customer coupons redeemed in their behalf), the Hub Operator will receive a MATCHING \$1 through the weekly revenue-sharing reimbursement payment, up to a maximum of 5%.

As volume increases, and the variety of items you process increases, your weekly coupon redemptions could easily maximize the amount MATCHED BY SOUTHEASTERN DELIVERY! As an example, if you redeem just \$50 in coupons per week and receive a matching \$50 from Headquarters, this becomes an additional \$5,200 a year for the i-Hub! (\$100 in coupons a week would be \$10,400 a year)! And this MANUFACTURER'S COUPON Program is available to ALL i- Hub Operators, both i-Hubs and i-Hub Co-Ops. This new program will continue until further notice.

i-HUB CO-OP OPERATORS ONLY:

In addition, Southeastern Delivery will reimburse i-Hub Co-Op operators up to a total of \$1,000 per month for the first two months (max \$2000) to cover the rent/lease on their location AND for any utility deposits. This will be in the form of reimbursement to the i-Hub Operator AFTER the initial rent/lease and the utility deposits have been paid and copies of billing by landlords and utility companies are submitted for reimbursement. THIS IS AVAILABLE TO i-HUB CO-OP OPERATORS ONLY; this paragraph does NOT refer to the Independent Hub operations.

THE ONLY CONDITIONAL REQUIREMENT in order to qualify for this maximum \$2,000 reimbursement of initial start up expense is this—BEFORE the initial rent/lease expenses and utility deposit expenses are incurred, the i-Hub Co-Op MUST HAVE SIGNED UP AND SENT IN THE FULL COMPLEMENT OF 25 FOUNDERS for the Local Hub, including the \$400 payment per person. This will INSURE maximum effort in the local market to SUPPORT THE i-HUB with SALES VOLUME!