

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : **Chapter 11**
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SOUTHERN AIR : **Case No. 12-12690 (CSS)**
HOLDINGS, INC., et al., :
: **Jointly Administered**
: **Debtors.**¹ :
: **Re: Docket Nos. 470, 631, 632 & 643**
:

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**NOTICE OF FILING REDACTED VERSIONS
OF THE FEE LETTER AND COMMITMENT LETTER**

PLEASE TAKE NOTICE that, on January 18, 2013, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* (as modified, the “Plan”) [Docket Nos. 470, 643].²

PLEASE TAKE FURTHER NOTICE that, on March 7, 2013, the Debtors filed (i) pursuant to Section 27.1 of the Plan, the *Third Amendment to Plan Supplement in Support of Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* [Docket No. 631], which contained, among other things, (a) that certain Fee Letter, dated March 7, 2013 (the “Fee Letter”) and (b) that certain Commitment Letter, dated

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Southern Air Holdings, Inc., 6605; (ii) Cargo 360, Inc., 4233; (iii) Southern Air Inc., 2187; (iv) Air Mobility Inc., 3824; (v) 21110 LLC, 3761; (vi) 21111 LLC, 8100; (vii) 21221 LLC, 1567; (viii) 21550 LLC, 8103; (ix) 21576 LLC, 6341; (x) 21590 LLC, 8105; (xi) 21787 LLC, 0617; (xii) 21832 LLC, 7893; (xiii) 23138 LLC, 7192; (xiv) 24067 LLC, 6360; (xv) 46914 LLC, 0322; (xvi) Aircraft 21255, LLC, 5500; (xvii) Aircraft 21380, LLC, 1753; and (xviii) CF6-50, LLC, 9733. The address for all of the Debtors is 117 Glover Avenue, Norwalk, Connecticut 06850.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.



March 7, 2013 (the “Commitment Letter”), both relating to the Exit Facility, and (ii) a motion to seal the Fee Letter and the Commitment Letter (the “Seal Motion”) [Docket No. 632].

PLEASE TAKE FURTHER NOTICE that, subsequent to filing the Seal Motion, the Debtors received informal comments from the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), requesting that the Debtors file redacted versions of the Fee Letter and Commitment Letter.

PLEASE TAKE FURTHER NOTICE that redacted versions of the Fee Letter and Commitment Letter are annexed hereto as Exhibit A and Exhibit B, respectively. The Debtors have shared the redacted versions of the Fee Letter and the Commitment Letter with the U.S. Trustee and the filing of such versions resolves the U.S. Trustee’s concerns with respect to the Seal Motion; provided, however, that the Debtors shall disclose the aggregate fee amounts on the record at the hearing scheduled for March 14, 2013 at 2:00 p.m. (Eastern Time).

Dated: March 13, 2013
Wilmington, Delaware

/s/ M. Blake Cleary
M. Blake Cleary, Esq. (No. 3614)
Maris J. Kandestin (No. 5294)
YOUNG CONAWAY
STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
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767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for the Debtors
and Debtors in Possession*

Exhibit A

Redacted Fee Letter

REDACTED COPY

CIBC INC.
425 Lexington Avenue
New York, New York 10017

TWIN HAVEN SPECIAL
OPPORTUNITIES FUND IV, L.P.
33 Riverside Avenue, 3rd Floor
Westport, CT 06880

March 7, 2013

Fee Letter

Cargo 360, Inc.
117 Glover Avenue
Norwalk, Connecticut 06850
Attention: Chief Financial Officer

Ladies and Gentlemen:

Reference is made to the commitment letter dated the date hereof (the “**Commitment Letter**”) among you, us and Churchill Financial Cayman Ltd. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Commitment Letter. This letter agreement is the Fee Letter referred to in the Commitment Letter.

1. Fees.

As consideration for the agreements and commitments under the Commitment Letter with respect to the Pre-Funded Revolving Facility, you agree to pay a commitment fee to each of CIBC and Twin Haven (each, a “**Pre-Funded Revolving Loan Lender**”) in an amount equal to [●]% of their respective commitments in respect of the Pre-Funded Revolving Facility under the Commitment Letter. Such commitment fee will be earned upon execution of the Commitment Letter and immediately payable upon the approval of such payment by the United States Bankruptcy Court for the District of Delaware.

You also agree to pay on the Closing Date to each Pre-Funded Revolving Loan Lender, as fee compensation for the funding of such Pre-Funded Revolving Loan Lender’s respective commitments in respect of the Pre-Funded Revolving Facility (in each case, a “**Pre-Funded Revolving Loan**”), a closing fee in an amount equal to [●]% of the stated principal amount of such Pre-Funded Revolving Loan Lender’s Pre-Funded Revolving Loan, payable to such Pre-Funded Revolving Loan Lender from the proceeds of its Pre-Funded Revolving Loan as and when funded on the Closing Date. Such closing fee will be in all respects fully earned, due and payable on the Closing Date and non-refundable and non-creditable thereafter.

2. Administrative Agent Fees.

As consideration for the Administrative Agent’s agreement to act as the Administrative Agent under the Loan Documents, you agree to pay to the Administrative Agent

an annual agency fee in an amount equal to \$[●], which fee will be earned and due and payable in full on the Closing Date and thereafter payable in full on each anniversary of the Closing Date occurring prior to the termination of the Loan Documents relating to the Facilities and (if later) payment in full in cash of all amounts owing under the Loan Documents, and solely if the Closing Date occurs.

3. Fees Generally.

All fees or any part thereof payable hereunder shall be payable in U.S. dollars and, once paid, shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Commitment Letter are consummated. All fees payable hereunder shall be paid in immediately available funds and shall be in addition to reimbursement of our out-of-pocket expenses as provided in the Commitment Letter.

4. Miscellaneous.

It is understood and agreed that this Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or waived except by an instrument in writing signed by CIBC, Twin Haven and you. Cargo 360 for itself and its affiliates agrees that any suit or proceeding arising in respect to this Fee Letter will be tried in the Bankruptcy Court, or in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, then in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and Cargo 360 agrees to submit to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any claim or action arising out of this Fee Letter or conduct in connection with this agreement is hereby waived. This Commitment Letter will be governed by and construed in accordance with the laws of the State of New York. This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile transmission or electronic transmission (in pdf format) shall be effective as delivery of a manually executed counterpart hereof.

You agree that this Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter. The provisions of this Fee Letter shall survive the amendment, expiration or termination of the Commitment Letter (including any extensions thereof).

Please confirm that the foregoing is our mutual understanding by signing and returning to us an executed counterpart of this Fee Letter, whereupon the undertakings of the parties shall become effective to the extent and in the manner provided herein.

Very truly yours,

CIBC INC.

By: _____
Title:

**TWIN HAVEN SPECIAL OPPORTUNITIES
FUND IV, L.P.**

By: Twin Haven Capital Partners, LLC,
as Investment Manager

By: _____
Name: Michael Vinci
Title: COO/CFO

Accepted and agreed to
as of the date first
above written by:

CARGO 360, INC.

By: _____
Title:

Exhibit B

Redacted Commitment Letter

REDACTED COPY

CIBC INC.
425 Lexington Avenue
New York, New York 10017

**TWIN HAVEN SPECIAL
OPPORTUNITIES FUND IV, L.P.**
33 Riverside Avenue, 3rd Floor
Westport, CT 06880

**CHURCHILL FINANCIAL
CAYMAN LTD.**
**520 Madison Avenue, 40th
Floor**
New York, NY 10022

March 7, 2013

Commitment Letter

Cargo 360, Inc.
117 Glover Avenue
Norwalk, Connecticut 06850
Attention: Chief Financial Officer

Ladies and Gentlemen:

You have advised CIBC Inc. (“**CIBC**”), Twin Haven Special Opportunities Fund IV, L.P. (“**Twin Haven**”) and Churchill Financial Cayman Ltd. (“**Churchill**”; together with CIBC and Twin Haven, the “**Commitment Parties**”, “**we**” or “**us**”) that Cargo 360, Inc. (“**you**” or “**Cargo 360**”) and certain of your affiliates (collectively, the “**Debtors**”) are currently debtors-in-possession in bankruptcy cases (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) and have filed a second amended and restated plan of reorganization (the “**Plan**”) with the Bankruptcy Court pursuant to which Cargo 360 and certain of its affiliates expect to be reorganized and emerge from the Bankruptcy Cases. In connection with the foregoing, and subject to the confirmation and effectiveness of the Plan, Cargo 360 is seeking to obtain exit financing (funding under which will be made available to Cargo 360, LLC, a new subsidiary of Cargo 360 (the “**Borrower**”) upon the effective date of the Plan) comprised of the following:

- \$10.0 million under a “first out” senior secured revolving loan facility (the “**Pre-Funded Revolving Facility**”); and, together with the Term Facility and LC Facility, the “**Facilities**”) having the terms set forth in the draft Credit Agreement submitted to the Bankruptcy Court on the date of this Commitment Letter (the “**Exit Credit Agreement**”);
- \$80.0 million under a senior secured term loan facility (the “**Term Facility**”); and
- \$4.0 million under a senior secured letter of credit facility (the “**LC Facility**”, and, together with the Term Facility and the Pre-Funded Revolving Facility, the “**Facilities**”).

As used herein, (i) the term “**Committed Facilities**” means the Pre-Funded Revolving Facility and the LC Facility and (ii) the term “**Transactions**” means the borrowings under the Facilities, the transactions contemplated by the Plan and the payments of fees, commissions, premiums and expenses in connection with each of the foregoing. Terms used herein not otherwise defined herein or otherwise amended hereby shall have the meanings ascribed thereto in the Exit Credit Agreement.

Cargo 360 agrees to file under seal with the Bankruptcy Court, unredacted copies of this Commitment Letter and the Fee Letter as part of the Plan Supplement, dated February 19, 2013, as amended Docket Nos. 573, 598, et al. (collectively, the “**Plan Supplement**”).

1. Commitments. Upon the terms and subject to the conditions set forth or referred to in this Commitment Letter, (a) CIBC is pleased to advise you of its commitment to provide (i) \$[●] of the Pre-Funded Revolving Facility and (ii) \$[●] of the LC Facility; (b) Twin Haven is pleased to advise you of its commitment to provide \$[●] of the Pre-Funded Revolving Facility; and (c) Churchill is pleased to advise you of its commitment to provide \$[●] of the LC Facility. The respective obligations of each Commitment Party hereunder and in connection with the Committed Facilities are several, and not joint and several, in all respects.

2. Roles. It is agreed that Canadian Imperial Bank of Commerce, acting through its New York Agency will act as the sole and exclusive administrative agent for the Facilities, and will, in such capacity, exclusively perform the duties and exercise the authority customarily associated with such role. You agree that no advisors, agents, co-agents, arrangers or bookrunners will be appointed, or other titles conferred, and no compensation will be paid in connection with the Facilities outside the terms contained herein and in the Fee Letter unless you and we so agree.

3. Conditions. The several commitments of each Commitment Party hereunder with respect to the Committed Facilities are subject to the satisfaction or waiver (by each Commitment Party) of each of the following conditions:

- (a) no change shall have occurred since the date of the most recent form of disclosure statement filed by the Debtors and approved by the Bankruptcy Court, which a Commitment Party determines has had or could reasonably be expected to have a material adverse effect on the business, results of operations, condition (financial or otherwise), assets, liabilities or prospects of Cargo 360 and its subsidiaries taken as a whole;
- (b) the Confirmation Order shall have been entered in form and substance reasonably satisfactory to each Commitment Party by the Bankruptcy Court, authorizing the Debtors to enter into this Commitment Letter and the Fee Letter, to pay the reasonable fees and out-of-pocket expenses set forth herein and in the Fee Letter and to undertake and perform the indemnity obligations referred to herein and in Annex A hereto, which order shall specifically provide that the payment obligations of Cargo 360 hereunder and under the Fee Letter shall be entitled to priority as administrative claims against each of the Debtors on a joint and several basis under Sections 503(b) and 507(a)(1) of the Bankruptcy Code,

whether or not the Loan Documents are executed or any of the Committed Facilities are funded;

- (c) the Exit Credit Agreement shall have been executed and delivered by each of the parties thereto in substantially the same form as submitted to the Bankruptcy Court on the date of this Commitment Letter and the other Loan Documents shall have been negotiated, executed and delivered in a form reasonably satisfactory to each Commitment Party;
- (d) the fees due and payable pursuant to the letter of even date herewith addressed to you providing for certain fees relating to the Pre-Funded Revolving Facility (the “**Fee Letter**”) and the expenses to be reimbursed pursuant to this Commitment Letter shall have been paid;
- (e) the structure, terms and conditions of the Transactions shall not have changed from those described herein and in the Exit Credit Agreement in any respect reasonably determined by a Commitment Party to be materially adverse to the Commitment Parties;
- (f) no Debtor shall be in default under or with respect to, or a party to, any Material Contracts and no default under any Material Contract would result from the consummation of the Transactions;
- (g) each of the conditions precedent set forth in Sections 5.1 and 5.2 of the Exit Credit Agreement shall have been satisfied (or waived with the prior written consent of each Commitment Party); and
- (h) all covenants or agreements in this Commitment Letter and the Fee Letter shall have been fully complied with (or waived with the prior written consent of each Commitment Party).

4. Indemnity; Expenses. In consideration of the commitments and agreements hereunder, Cargo 360 hereby agrees to the indemnification and contribution provisions set forth in Annex A attached hereto, which provisions in their entirety are incorporated by reference herein and constitute a part hereof.

You hereby agree to pay, and to reimburse promptly upon request, all reasonable and documented out-of-pocket expenses (including but not limited to legal fees and expenses and expenses incurred in connection with due diligence prior to the Closing Date and travel, courier, reproduction, printing, consultants’ fees and delivery expenses) of each Commitment Party incurred in connection with the Facilities and with the preparation, execution and delivery, administration, amendment, waiver or modification (including, without limitation, proposed amendments, waivers or modifications) of the Commitment Letter and the Fee Letter and the Loan Documents, whether or not the Transactions are consummated and all costs and expenses incurred in connection with the enforcement of CIBC’s rights herein.

5. Confidentiality. This Commitment Letter is furnished for your benefit, and may not be relied on by any other person or entity. This Commitment Letter is delivered to

you upon the condition that neither the existence of this Commitment Letter or the Fee Letter nor any of their contents or any written communications provided by the Commitment Parties or oral discussions with the Commitment Parties shall be disclosed by you or any of your affiliates, directly or indirectly, to any other person (including, without limitation, other potential providers or arrangers of financing), except (i) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case you agree to inform us promptly thereof), (ii) to your directors, officers, employees, advisors and agents who are directly involved in the consideration of the matters contemplated herein, in each case on a confidential and “need-to-know” basis and only in connection with the transactions contemplated hereby provided they agree to be bound by the confidentiality obligations herein, (iii) to the Office of the U.S. Trustee, the Oak Hill Entities (as defined in the Plan) and, in each case, to their respective representatives and professional advisors on a confidential and “need to know” basis, (iv) to the extent requested, to the professional advisors to the statutorily appointed committee of unsecured creditors (the “**Creditors Committee**”) (but not the members of the Creditors’ Committee); provided that they agree that the Commitment Letter is to be treated as highly confidential and for professional eyes only and (v) to the extent required in motions, in form and substance satisfactory to each of the Commitment Parties in its discretion, to be filed with the Bankruptcy Court solely in connection with obtaining the Confirmation Order or any other order of the Bankruptcy Court approving Cargo 360’s execution, delivery and performance of this Commitment Letter and the definitive Loan Documents.

Cargo 360 further agrees to take such reasonable actions as shall be required to prevent the fees in the Fee Letter (the “**Specified Information**”) and the contents of the Fee Letter from becoming publicly available, including without limitation by the filing of a motion or an ex parte request pursuant to Sections 105(a) and 107(b)(1) of the Bankruptcy Code and Bankruptcy Rule 9018, as applicable, in each case seeking an order of the applicable Bankruptcy Court authorizing Cargo 360 to file the Specified Information and the Fee Letter under seal.

6. Other Services. You acknowledge that each Commitment Party and each of their respective affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. Despite any conflict of interest which may exist as a result of the foregoing, you hereby irrevocably waive and release each Commitment Party and each of their respective directors, agents, employees and controlling persons from, any claims or causes of action arising out of such conflicts of interest whether arising prior to, on or after the date of this Commitment Letter. No Commitment Party will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you in connection with the performance by either Commitment Party of services for other companies, and no Commitment Party will not furnish any such information to other companies. You also acknowledge that no Commitment Party shall have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained from other companies. You further acknowledge that each Commitment Party and their respective affiliates is a full service securities firm and Commitment Party and their respective affiliates may from time to time effect transactions, for their own or their affiliates’ account or the account of customers, and hold positions in loans, securities or options on loans or securities of Cargo 360 and its affiliates and of other companies that may be the subject of the transactions

contemplated by this Commitment Letter. Each Commitment Party may employ the services of its affiliates in providing certain services hereunder. In connection with the provision of such services, each Commitment Party may exchange with such affiliates information concerning you and the other companies that may be the subject of the transactions contemplated by this Commitment Letter, and, to the extent so employed, such affiliates shall be entitled to the benefits afforded such Commitment Party hereunder. It is expressly understood and acknowledged that the Commitment Parties are not and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of one another and that no Commitment Party assumes responsibility, express or implied, for any actions or omissions of, or the performance of services by, the others hereunder in connection with the Facilities or otherwise.

7. Assignments and Waiver. This Commitment Letter, the several commitments of the Commitment Parties shall not be assignable by you without the prior written consent of each Commitment Party, and any purported assignment without such consent shall be null and void and this Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the Lenders and the Indemnified Parties. Each Commitment Party may assign its commitment hereunder, in whole or part, to any of its affiliates or to any other financial institution prior to the Closing Date.

This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each party hereto.

8. PATRIOT Act. Each Commitment Party hereby notifies Cargo 360 that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the “**Patriot Act**”) they and each Lender may be required to obtain, verify and record information that identifies the Borrower and each of the Guarantors, which information includes the name and address of the Borrower and each of the Guarantors and other information that will allow the Commitment Parties and each Lender to identify the Borrower and each of the Guarantors in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Commitment Party and each Lender.

9. Disclaimer of Fiduciary Duty. You hereby acknowledge that each Commitment Party will be acting pursuant to a contractual relationship on an arm’s-length basis and in no event do the parties intend that any Commitment Party will act or be responsible as a fiduciary to you, your management, stockholders, creditors or any other person. You and we each hereby expressly disclaim any fiduciary relationship and agree that each of us is responsible for making our own independent judgments with respect to any transactions entered into between any of us.

10. Governing Law, Etc. Cargo 360 for itself and its affiliates agrees that any suit or proceeding arising in respect to this Commitment Letter or the commitments or agreements of each of the Commitment Parties hereunder will be tried in the Bankruptcy Court, or in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, then in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and

Cargo 360 agrees to submit to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either the commitments or agreements of each of the Commitment Parties or any matter referred to in this Commitment Letter or the Fee Letter is hereby waived by the parties hereto. This Commitment Letter will be governed by and construed in accordance with the laws of the State of New York.

This Commitment Letter, the Fee Letter are the only agreements that have been entered into among us with respect to the Committed Facilities and set forth the entire understanding of the parties with respect thereto.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or electronic transmission (in pdf format) shall be effective as delivery of a manually executed counterpart of this Commitment Letter. Headings are for convenience only.

The compensation, expense reimbursement, indemnification, governing law and forum provisions, waiver of trial by jury, confidentiality and fiduciary duty provisions contained herein and in the Fee Letter, and any other provision herein or therein which by its terms expressly survives the termination, amendment or expiration of this Commitment Letter, shall survive the termination, amendment or expiration of this Commitment Letter (or any portion hereof) and the execution and delivery of the Loan Documents.

11. Termination. The commitments and agreements of each of the Commitment Parties hereunder will terminate upon the first to occur of (i) the date that is sixty days after the date of this Commitment Letter, unless the closing of the Facilities has been consummated on or before such date, (ii) the date, if any, on which the Debtors withdraw the Plan, (iii) March 31, 2013, unless the Confirmation Order has been entered on or prior to such date and remains in full force and effect and has not been vacated, reversed, modified, amended or stayed in any material respect that, in the good faith judgment of the Commitment Parties, is materially adverse to the Commitment Parties (except to the extent each Commitment Party shall have consented in writing thereto), (iv) the effective date of the Plan (without the closing of the Facilities) and (v) the date, if any, on which that certain Support Agreement among the Debtors and the other parties thereto dated as of September 27, 2012 ceases to be in full force and effect.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof and the Fee Letter by returning to us executed counterparts hereof and of the Fee Letter not later than 5:00 p.m., New York City time, on March 7, 2013 by such time. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence.

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

CIBC INC.

By: _____
Title:

**TWIN HAVEN SPECIAL OPPORTUNITIES
FUND IV, L.P.**

By: Twin Haven Capital Partners, LLC,
as Investment Manager

By: _____
Name: Michael Vinci
Title: COO/CFO

By: _____
Title:

CHURCHILL FINANCIAL CAYMAN LTD.

By: Churchill Financial LLC, as its Collateral
Manager

By: _____
Title:

Accepted and agreed to
as of the date first
written above by:

CARGO 360, INC.

By: _____
Title:

ANNEX A: INDEMNIFICATION

Cargo 360 agrees to indemnify and hold harmless the Commitment Parties and their respective affiliates and their respective present and former directors, officers, employees, agents, representatives and controlling persons (each such person, including the Commitment Parties, an “**Indemnified Party**”), to the fullest extent permitted by law from and against any losses, claims, damages, liabilities and expenses, joint or several (collectively, “**Damages**”), to which such Indemnified Party may become subject in connection with or otherwise relating to or arising from (i) any transaction or matter in any way relating to or referred to in this letter agreement or arising out of the matters contemplated by the letter agreement to which this Annex A is attached or the engagement of or performance of services by an Indemnified Party thereunder or (ii) any untrue statement or an alleged untrue statement of a material fact or the omission or alleged omission to state a material fact necessary in order to make a statement not misleading in light of the circumstances under which it was made, and will reimburse each Indemnified Party for all fees and expenses (including the fees and expenses of counsel) (collectively, “**Expenses**”) as incurred in connection with investigating, preparing, pursuing, defending or responding to any threatened or pending claim, action, litigation, proceeding or investigation (collectively, the “**Proceedings**”) arising therefrom, whether or not such Indemnified Party is a formal party to such Proceeding, and in enforcing this letter agreement; provided, that Cargo 360 will not be liable to any such Indemnified Party to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder. Cargo 360 also agrees that no Indemnified Party will have any liability (whether direct or indirect, in contract, tort or otherwise) to Cargo 360 or any person asserting claims on behalf of Cargo 360 arising out of or in connection with any transactions contemplated by this letter agreement or the engagement of or performance of services by any Indemnified Party thereunder except to the extent that any Damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the Indemnified Party.

If for any reason the foregoing indemnity is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless, then Cargo 360 will contribute to the amount paid or payable by such Indemnified Party as a result of such Damages (including all Expenses incurred) in such proportion as is appropriate to reflect the relative benefits to Cargo 360 and/or its equity holders on the one hand, and the Commitment Parties on the other hand, in connection with the matters covered by this letter agreement or, if the foregoing allocation is not permitted by applicable law, not only such relative benefits but also the relative faults of such parties as well as any relevant equitable considerations. Cargo 360 agrees that for purposes of this paragraph the relative benefits to Cargo 360 and/or its equity holders and the Commitment Parties in connection with the matters covered by this letter agreement will be deemed to be in the same proportion that the total value paid or received or to be paid or received by Cargo 360 and/or its equity holders in connection with the transactions contemplated by this letter agreement, whether or not consummated, bears to the fees paid or proposed to be paid to the Commitment Parties under this letter agreement; provided, that in no event will the total contribution of all Indemnified Parties to all such Damages exceed the amount of fees actually received and retained by the Commitment Parties under this letter agreement (excluding any amounts received by the Commitment Parties as reimbursement of expenses). Relative fault

shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any alleged conduct relates to information provided by Cargo 360 or other conduct by Cargo 360 (or its employees or other agents) on the one hand, or by the Commitment Parties, on the other hand.

Promptly after receipt by the Indemnified Party of notice or commencement of any Proceeding in respect of which indemnity may be sought, the Indemnified Party will notify Cargo 360 in writing of the receipt or commencement thereof; provided that (i) the failure to so notify Cargo 360 will not relieve Cargo 360 from any liability which Cargo 360 may have hereunder or otherwise, except to the extent Cargo 360 has been materially prejudiced by such failure and (ii) the failure to so notify Cargo 360 will not relieve Cargo 360 from any liability which Cargo 360 may have to an Indemnified Party otherwise than on account of this indemnity. Cargo 360 may elect, by written notice to the Indemnified Party, assume the defense of such Proceeding and in such event will provide counsel reasonably satisfactory to the Indemnified Party. In any Proceeding assumed by Cargo 360 in which the Indemnified Party is requested or required to participate, the Indemnified Party may consult with separate counsel, at Cargo 360's expense, to assist the Indemnified Party in connection with such participation and in coordinating with Cargo 360 and Cargo 360's counsel in the defense of such Proceeding. Notwithstanding the foregoing, the Indemnified Party will have the right to assume the defense of a Proceeding in respect of which indemnity may be sought and to retain separate counsel, at Cargo 360's expense, and Cargo 360 will not be entitled to assume the defense of such proceeding if (i) Cargo 360 has failed to assume the defense of such Proceeding in a prompt manner or with counsel reasonably satisfactory to the Indemnified Party or (ii) the Indemnified Party has been advised by its own counsel that there exists actual or potential conflicting interests between Cargo 360 and the Indemnified Party, including the availability of one or more legal defenses which are different from or in addition to those available to Cargo 360. In any event, Cargo 360 will not, in connection with any Proceeding or separate but substantially similar or related Proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the Expenses of more than one separate firm of attorneys (in addition to local counsel) for all Indemnified Parties unless the defense of one Indemnified Party is unique or separate from that of another Indemnified Party subject to the same claim or action.

Cargo 360 agrees not to enter into any waiver, release or settlement of any pending or threatened Proceeding (whether or not the Commitment Parties or any other Indemnified Party is a formal party to such Proceeding) in respect of which indemnification may be sought hereunder without the prior written consent of the Commitment Parties (which consent will be in the Commitment Parties' sole discretion), unless such waiver, release or settlement (i) includes an unconditional release of the Commitment Parties and each Indemnified Party, in form and substance satisfactory to the Commitment Parties, from all liability and claims that are the subject matter of or arise out of such Proceeding and (ii) does not contain any factual or legal admission by or with respect to any Indemnified Party or any adverse statement with respect to the character, professionalism, expertise or reputation of any Indemnified Party or any action or inaction of any Indemnified Party.

The indemnity, reimbursement and contribution obligations of Cargo 360 hereunder will be in addition to any liability which Cargo 360 may have at common law or otherwise to any Indemnified Party and will be binding upon and inure to the benefit of any

successors, assigns, heirs and personal representatives of Cargo 360 or an Indemnified Party. The provisions of this Annex A will survive the modification or termination of this letter agreement.

Capitalized terms used but not defined in this Annex A have the meanings assigned to such terms in the letter agreement to which this Annex A is attached.