

### SEVERANCE AGREEMENT AND GENERAL RELEASE

On this 15th day of November, Freight Handlers, LLC dba Apex Logistics Group (the "Company") and Elizabeth Garnier ("Employee"), agree to the terms and conditions set forth below:

1. Effective October 15, 2015, Employee's employment with the Company has terminated. From the termination date to December 31, 2015 Employee shall be eligible to participate in, or be covered by, any employee benefit plan or program offered by or through the Company. Employee shall not receive any benefits or payments from the Company beyond December 31, 2015.

2. (a) The company shall deliver to Employee the Employees regular salary (minus applicable tax withholdings), on the company's regularly scheduled payroll dates through December 31, 2015. On December 31, 2015 the company will pay the Employees final check (minus applicable tax withholdings), along with any accrued payroll through that date, in full and final settlement of any and all claims that Employee has, had, or may have against the Company.

(b) Effective January 1, 2016, Employee shall be offered the right to exercise Employee's options under COBRA, which, if elected and except as otherwise required by applicable law, will be at Employee's sole expense.

Without limiting the generality or force or effect of the General Release provided for in this Agreement, it is explicitly agreed, understood and intended that any and all monies to be paid by the Company pursuant to the provisions of paragraph 2(a) above shall be deemed to (i) satisfy all claims by Employee for minimum wages, overtime pay, backpay, frontpay, bonus payments, benefits, reimbursement for expenses, or compensation of any kind (or the value thereof), (ii) satisfy all claims by Employee for liquidated damages or punitive damages (under any applicable statute or at common law), and (iii) be subject to reduction by the amount of any payments deemed to be owed to Employee under the Worker Adjustment and Retraining Notification Act of 1988 or any similar applicable law (collectively, the "WARN Act").

3. General Release: For and in consideration of the promises set forth in this Agreement, the payments provided for in paragraphs 2(a) and 2(b) above, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Employee, for themselves and for their heirs, executors, administrators, trustees, legal representatives and assigns (hereinafter, collectively referred to as "Releasors"), hereby forever release and discharge the Company, its Board of Directors, and any of its past, present, or future parent corporations, subsidiaries, predecessors, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees, employee benefit and/or pension plans or funds (including qualified and non-qualified plans or funds), successors and/or assigns and any of its or their past, present or future parent corporations, subsidiaries, predecessors, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees (whether acting as agents for the Company or in their individual capacities) (collectively referred to as "Releasees") from any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local, or otherwise), whether known or unknown, by reason of any act, omission, transaction or occurrence which Releasors ever had, now have or hereafter can, shall or may have against Releasees up to and including the date of the execution of this Agreement. Without limiting the generality of the foregoing, Releasors hereby release and discharge Releasees from:

(i) Any and all claims, (whether based on federal, state or local law, statutory or decisional) relating to Employee's employment by the Company, the terms and conditions of such employment, employee benefits, the termination of Employee's employment, and/or any of the events relating directly or indirectly to or surrounding such termination, including without limitation, all claims under The Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefits Protection Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Reconstruction Era Civil Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the WARN Act, and all applicable laws of the State of Utah;

(ii) any and all claims under any contract, whether express or implied;

(iii) any and all claims for unintentional or intentional torts, for emotional distress and for pain and suffering;

(iv) any and all claims for violation of any statutory or administrative rules, regulations or codes;

(v) any and all claims for attorneys' fees, costs, disbursements, wages, bonuses, benefits, vacation and/or the like;

which Releasors ever had, now have or hereafter can, shall or may have against Releasees for, upon or by reason of any act, omission, transaction or occurrence up to and including the date of the execution of this Agreement.

Employee represents and warrants that to date, Employee has not filed any lawsuit, action, or complaint with any federal, state, or county court or administrative or public agency against the Company. Without in any way limiting the generality of the foregoing, Employee hereby covenants not to sue or to assert, prosecute, or maintain, directly or indirectly, in any form, any claim or cause of action against any person or entity being released pursuant to this Paragraph 3 with respect to any matter, cause, omission, act, or thing whatsoever; occurring in whole or in part on or at any time prior to the date of this Agreement. Notwithstanding the foregoing, Employee acknowledges that Employee is not waiving and is not being required to waive any right that cannot be waived under law, including the right to file a charge or participate in an administrative investigation or proceeding of the Equal Employment Opportunity Commission or any other government agency prohibiting waiver of such right; provided, however, that Employee hereby disclaims and waives any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation. Employee agrees that Employee will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right waived in this Paragraph 3. In the event Employee sues or causes the Company to be sued, directly or indirectly, based on or related to her employment with the Company, Employee agrees to return the entire amount specified in paragraph 2(a), plus interest to the Company prior to initiating any such action or suit. Employee and the Company agree that this return of the severance payment does not constitute liquidated damages and does not preclude the Company from exercising any other legal or equitable rights it may have.

4. (a) The terms and conditions of this Agreement, as well as the circumstances leading thereto, are and shall be deemed to be fully confidential and shall not hereafter be disclosed by Employee to any other person or entity, except: (i) as may be required by law; and (ii) that Employee

may disclose the existence, terms, and conditions of this Agreement to his attorney, spouse, and/or accountant, provided that Employee makes the person to whom disclosure is made aware of the confidentiality provisions of this Agreement and such person agrees to keep the terms of this Agreement fully confidential.

(b) The parties agree that they will not (i) disparage or encourage or induce others to disparage the other party or (ii) engage in any conduct or induce any other person to engage in any conduct that is any way injurious to either party's reputation and interests (including, without limitation, any negative or derogatory statements or writings).

5. Employee acknowledges that Employee has had access to confidential, sensitive or proprietary information during the course of Employee's employment at the Company. Unless compelled by judicial process, Employee agrees that he will not, for herself or any other person or entity, directly or indirectly divulge, communicate or in any way make use of any confidential, sensitive, or proprietary information acquired in the performance of Employee's services or in connection with the performance of such services for the Company without the prior written consent of the Director of Human Resources of the Company. Upon receipt of judicial process or governmental request for such information, Employee shall immediately notify the Company and shall cooperate with the Company in efforts to limit such disclosure and shall not make such disclosure unless compelled to do so. For the purpose of this Agreement, all information acquired during the course of Employee's employment and in connection with such employment shall be deemed to be confidential, sensitive or proprietary, unless the Company shall have published said information. Employee further agrees to return all documents (in whatever form, whether copies or originals), material, equipment and property of any kind acquired during the course of his employment with the Company, with the exception of purely personal documents.

6. Employee agrees to make herself available to cooperate with the Company and its attorneys in any investigation of any claims against the Company. Employee understands and agrees that this cooperation includes, but shall not be limited to, making themselves available to the Company and its attorneys upon reasonable notice for interviews and factual investigations; appearing at the Company's request to give testimony; volunteering to the Company pertinent information; and turning over all relevant documents to the Company that are or may come into Employee's possession.

7. The making of this Agreement is not intended, and shall not be construed, as an admission that the Company or any of its past, present, or future parent corporations, subsidiaries, predecessors, divisions, affiliates, officers, directors, agents, trustees, administrators, attorneys, employees, has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrongdoing whatsoever against Employee or otherwise.

8. Employee acknowledges that she has been advised in writing to consult with an attorney before signing this Agreement; and that she has been afforded the opportunity to consider the terms of this Agreement for Forty Five (45) days prior to its execution. Employee further acknowledges that they have read this Agreement in its entirety; that they fully understand all of its terms and their significance; that they have signed it voluntarily and of Employee's own free will; and that Employee intends to abide by its provisions without exception. Employee understands that this Agreement is being provided pursuant to an employment termination program. Pursuant to 29 U.S.C § 626f(1)(h), information regarding the Decisional Unit eligible for this program is attached hereto as **Exhibit "A."**

9. This Agreement shall not become effective until the eighth day following Employee's signing of this Agreement ("Effective Date") and Employee may at any time prior to the Effective Date revoke this Agreement by giving notice in writing of such revocation to: Luke Saari 795 E 340 S Suite 200, American Fork, UT 84003. In the event that Employee revokes the Agreement prior to the eighth day after his execution thereof, this Agreement, and the promises contained therein, shall automatically be deemed null and void.

10. (a) If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions shall be enforced to the maximum extent possible. Further, if a court of competent jurisdiction should determine that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. Additionally, Employee agrees that any breach by Employee of paragraphs 4, 5, or 6, shall constitute a material breach of this Agreement as to which the Company may seek all relief available under the law including attorney's fees and costs (if it is the prevailing party).

(b) Upon any finding by a court of competent jurisdiction that the release or covenants provided for by paragraphs 3, 4, 5, or 6 of this Agreement are illegal, void, or unenforceable, Employee agrees, at the Company's request, either to return promptly to the Company the amount paid to Employee pursuant to this Agreement or to execute a release, waiver and/or covenant of comparable scope that is legal and enforceable. Further, if Employee seeks to challenge the validity of or otherwise vitiate this Agreement or any provision thereof (including, without limitation paragraphs 3, 4, 5, or 6, he shall, as a precondition, be required to repay to the Company, to the maximum extent permitted by law, the amount paid to Employee pursuant to this Agreement. Nothing in this paragraph 10(b) is intended or should be construed to apply to any claim pursuant to the federal Age Discrimination in Employment Act (ADEA).

11. This Agreement constitutes the complete understanding between the parties and supersedes all prior agreements between the parties and may not be changed orally. Employee acknowledges that neither the Company nor any representative of the Company has made any representation or promises to Employee other than as set forth herein. No other promises or agreements shall be binding unless in writing and signed by the parties.


12. (a) This Agreement shall be enforced, governed and interpreted by the laws of the State of Utah without regard to Utah's conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in a court of competent jurisdiction in the State of Utah.

(b) This Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.


(d) Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared

the Agreement, it being agreed that all parties have participated in the preparation of all provisions of this Agreement. If, for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid by a court of competent jurisdiction in a particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or rendering any other provisions of this Agreement inoperative, unenforceable or invalid.

  
Elizabeth Garnier

Freight Handlers, LLC

By:

  
Luke Saari