



November 25, 2013

To: BUYER NAME

RE: Offer to Purchase TrollingMotors.net

Dear BUYER,

Pursuant to our conversations and based upon information received to date, Spire Digital LLC dba TrollingMotors.net ("Seller") is pleased to put forth this sales proposal ("Proposed Transaction") and letter of intent ("Letter of Intent") for the assets of TrollingMotors.net ("Company") to you, BUYER NAME ("Buyer").

The purchase price is to be calculated based off of a 2.8443x multiple on 2013 sellers discretionary earnings for The Company, which will be finalized in January of 2014 and mutually agreed upon by both Buyer and Seller. Sellers discretionary earnings will include all direct costs related to running The Company as outlined in the original sales prospectus with an exclusion for one full-time salary equivalent, and is subject to verification through the diligence process by the Buyer.

This will be a cash free / debt free transaction. Given the positive cash flow nature of the drop shipping business, no working capital is to be included in this transaction. Similarly, all debts incurred by The Company prior to the close of this transaction will be paid in full by the Seller so that there are no outstanding supplier liabilities for the Buyer.

The Buyer does not require any bank financing to consummate this transaction. As such, there is no financing contingency for closing.

We believe that this transaction can be consummated by January 15th, 2014 with an optional 15 day extension if mutually agreed upon. The Buyer may commence confirmatory diligence immediately on an exclusive basis. Diligence shall include the following:

- Accounting/quality of earnings/tax
- Legal diligence
- Industry and company diligence
- IT/Systems diligence

1. Term Sheet. Attached to this Letter of Intent as Exhibit A is a term sheet (the “Term Sheet”) summarizing various terms of this Proposed Transaction.
2. Access to Information. The Seller shall furnish to Buyer (and its financial and professional advisors), and permit Buyer (and such advisors and representatives) to have access (upon reasonable notice during normal business hours and in a manner that does not unreasonably interfere with the conduct of Company’s business) to such information, materials and personnel as may be reasonably necessary or advisable to allow the completion of financial, business, regulatory and legal diligence with respect to Company, so long as such advisors, lenders and representatives retain such information in confidence.
3. Public Disclosures. Buyer acknowledges that the sale of The Company has been publicly discussed by the Seller via his blog (eCommerceFuel.com) and mentions of the transaction may occur between now and closing. Seller agrees to keep the name of the Buyer private (unless permitted by the Buyer), and not to disclose any terms of the transaction that the Buyer wishes not to be made known publicly. The public sale price - which was already publicly disclosed - is excluded from this confidentially agreement.
4. Conduct of Business. During the exclusivity period referred to below, Seller and Company shall, and shall cause Company’s subsidiaries to, (i) conduct their respective businesses in a reasonable and prudent manner in accordance with past practices, (ii) preserve their existing business organizations and relations with their, customers, suppliers and others with whom they have a business relationship in ordinary course of business, (iii) preserve and protect their programs and properties and (v) conduct their business in compliance with all applicable laws and regulations.
5. Exclusivity of Discussions. For the period extending 60 days following execution of this letter of intent, Company and Seller (i) agree to deal, directly and indirectly, exclusively with Buyer regarding the acquisition of Company; (ii) agree not to, and agree to cause their respective officers, directors, partners, members, managers, employees, principals, agents, representatives and advisors (“Representatives”) not to, directly or indirectly, solicit, negotiate, participate in or continue or have any discussion, or enter into any agreements, arrangements or understandings, with any person or entity relating to any sale by Seller of units of, or any merger or sale of securities or substantial assets of, Company or any of its subsidiaries (iii) agree not to, and agree to cause their respective Representatives not to, encourage any third party to initiate any action to accomplish or facilitate any of the foregoing. Company and Seller will promptly terminate all discussions with respect to transactions involving the Company other than with Buyer. If Buyer decides not to pursue a transaction for any reason, this exclusivity period will be immediately terminated and Seller will be open to pursue sales discussions with other parties.
6. Confidentiality. Buyer and Buyer’s affiliates shall keep all information not previously disclosed publicly about The Company in confidence. Buyer acknowledges that in the course of diligence, they will learn detailed information about the Company’s suppliers, customers, top-selling items, detailed traffic analytics and more and agrees to keep this information confidential. It may be shared with parties advising the Buyer about the transaction (“Buyer’s affiliates”) as long as they agree to hold this information in confidence as well.

7. Good Faith. Each party hereto agrees to negotiate the terms and conditions of the Purchase Agreement in good faith, it being understood and agreed that (i) this Letter of Intent does not purport to set forth all of the terms and conditions of the Proposed Transaction. The parties acknowledge and agree that this Letter of Intent is not intended to be and will not be binding upon the parties (except for the provisions of Sections 2, 3, 4, 5, 6, 10 and 11 herein, which shall be binding in accordance with their terms), and that the parties shall have no obligations with respect to the Proposed Transaction, unless and until the parties enter into the Purchase Agreement.

8. Transaction-Related Expenses. Each party shall be responsible for their own transaction-related costs, including any amounts that relate to legal, accounting, and other transaction-related costs.

9. Mutual Cooperation. The parties hereto shall cooperate in their efforts to cause the Proposed Transaction contemplated by this Letter of Intent to be consummated, and in making or assisting in preparing or furnishing all information needed for such regulatory filings as may in the opinion of counsel for the parties, be necessary or advisable to complete the Proposed Transaction.

10. Governing Law. This Letter of Intent shall be governed by the laws of the State of Montana where The Company is incorporated and located.

11. Escrow Payment. The Buyer agrees to deposit \$5,000 in earnest money into an escrow account agreeable to both parties within two business days of executing this Letter of Intent. This \$5,000 deposit will be released to the Seller upon execution of the final Purchase Agreement, and will reduce the amount owed in the final closing by \$5,000. This deposit is refundable in full to the Buyer if any information regarding the Company was misrepresented to Buyer - including in the official sales prospectus, via email, in phone communications or in any other medium. This escrow payment will not be refundable if Buyer decides to terminate the transaction due to non-material reasons (such as a “change of heart” about the transaction, or other personal reasons) or due to the inability to self-finance the transaction. All escrow fees will be split evenly between the Buyer and Seller.

* * *

If the foregoing constitutes a mutually satisfactory basis for proceeding with the preparation and negotiation of a Purchase Agreement containing the terms set forth herein and in Exhibit A, please so indicate by signing and dating this Letter of Intent in the places indicated below and returning one fully executed original to the undersigned.

Very truly yours,

Spire Digital LLC dba TrollingMotors.net

By: _____

Name: Andrew Youderian

Agreed to and accepted on this date _____

By: _____

Name:

Title:

Exhibit A

**TERM SHEET
FOR PROPOSED SALE OF
TrollingMotors.net**

Form of Transaction	The transaction (the " <u>Transaction</u> ") will be structured as the purchase by BUYER NAME or a controlled subsidiary (" <u>Buyer</u> ") of certain assets of Spire Digital LLC dba TrollingMotors.net (" <u>Company</u> " or "TrollingMotors.net").
Purchase Price	<p>The purchase price of the Company for purposes of the Transaction will be calculated by applying a 2.8443x multiple to the finalized and mutually agreed upon sellers discretionary earnings for the 2013 fiscal year ending 12/31/2013.</p> <p>This transaction will be a cash free / debt free transaction. No cash will be included with the sale and all outstanding debts and liabilities owed by The Company will be paid in full prior to the close of the transaction.</p>
Assets Purchased	The following assets shall be purchased in the Transaction: (i) The Company's website and domain (ii) all social media accounts, including Facebook and Twitter accounts (iii) rights to Company's name and logo (iv) the domain and logo for TrollingMotorPro.com, an alternative branding option for the Company (iv) all operating documentation related to the business (v) all related accounts and services required to operate The Company.
Expenses	The parties will pay their own transaction expenses, including any amounts that relate to legal, accounting, travel and other transaction-related costs.
Closing	This transaction will be consummated by January 15th, 2014 with an optional 15 day extension if mutually agreed upon.

Closing Conditions	The Closing will be contingent upon the satisfaction of a limited number of conditions, to the extent mutually satisfactory, customary, and appropriate in transactions of this size and type, including (i) absence of any material adverse effect, (ii) execution of a non-compete agreement with Seller, which would be agreed prior to signing and (iii) satisfactory completion of diligence.
Indemnification Matters; Representations; Covenants	The Purchase Agreement shall contain representations and warranties, covenants and indemnification provisions by the Company and Seller as are normally present in transactions of this sort.
Transitional & Consulting Services	Seller shall provide up to two months of reasonable transitional and consulting services to Buyer following the closing of the Transaction as outlined in the sales prospectus for The Company.
Non-Compete Agreement	The non-compete agreement shall be limited to five years and preclude Seller from owning or being employed by any party engaged in the sale of products for the sport fishing industry.
Forward Looking Public Discussion About the Company	<p>As has been noted, the Company has been mentioned publicly by Seller on his blog, eCommerceFuel.com, and in other related writings and work. Buyer acknowledges this, and understand it would not be realistic to strike all mentions of The Company from past writing and work created by the Seller.</p> <p>That being said, Buyer reserves the right to insert a reasonable clause into the Purchase Agreement that limits the ability of the Seller to excessively promote, mention or leverage The Company for the his own benefit or to reveal sensitive and material information about the Company after the Transaction has closed.</p>