

NON-BINDING LETTER OF INTENT

February 19, 2007

Savi Networks, LLC
Attn: Lani Fritts
381 E. Evelyn Avenue
Mountain View, CA 94041

Re: Proposed Agreement By and Between Savi Networks, LLC, a Delaware Limited Liability Company and North America Super Corridor Coalition, Inc., a Texas Corporation Relating to Transportation Logistics Efficiencies and Enhancements in a Defined Trade Corridor and Adjacencies

Dear Mr. Fritts:

This letter will confirm the intent of North America Super Corridor Coalition, Inc. ("**NASCO**") to enter into an agreement with Savi Networks, LLC ("**Savi Networks**") for the purpose of developing an international, integrated and secure multi-modal transportation system along the NASCO corridor. The NASCO corridor shall be centered on Interstate Highway 35, its major connectors and tributary thoroughfares, both within and without the United States. Savi Networks and NASCO may hereafter be referred to as "**Party**" or collectively as "**the Parties**".

The matters set forth in this letter below constitute an expression of our mutual intent and are contingent upon the negotiation, completion, execution and delivery of a Definitive Agreement (as defined below) between the Parties hereto setting forth in detail the terms, provisions and conditions for the proposed transaction. As indicated in Paragraph 19 hereof, this letter is a **NON-BINDING LETTER OF INTENT** and it does not create any obligations between the Parties with respect to such matters.

The basic terms and conditions of the proposed agreement are as follows:

1. NASCO Vision. NASCO's long term objective, with the assistance of participating partners, is to design, fund, implement, operate and maintain a financially self sustaining business that facilitates surface transportation.

The business would have as its focal point a Center of Excellence or Data Collection Center within the Corridor. NASCO would operate a commercial freight shipment enterprise (Cargo Management System) that would aggregate and integrate data from discrete transportation modes that would be sufficient for analysis and viable security assessments. The assessments would be used to facilitate cargo shipment velocity and throughput from origin to destination. The Corridor would have an emphasis on Interstate 35, its major connectors, and tributary

thoroughfares, and would include all modes of transportation, in addition to both NASCO maritime ports of entry and inland ports, both inside and outside of the United States. The data aggregated would be compatible with the directives of President Executive Order No. 13416, Section 3. and related federal regulations.

Center of Excellence or Data Collection Center. NASCO shall manage, operate and control the Center of Excellence or Data Collection Center. The Center of Excellence or Data Collection Center shall be located in the Corridor. It will provide among other functions, sophisticated analysis, data field searches, integration and hierarchical ranking of collected data regardless of its source point. The Parties expressly agree, with appropriate authorization, the Center of Excellence or Data Collection Center may obtain, integrate, aggregate and utilize data from other private, public or governmental sources.

2. Implementation and Build Out. Within 30 days of the execution of the Definitive Agreement, Savi Networks will use its best efforts to begin installing, at its own expense, technically capable hardware and software to support Radio Frequency Identification (RFID) standardized technology at locations to be jointly decided upon by Savi Networks and NASCO. Deployment will be contingent upon obtaining right of way or approval at stakeholder locations, facilitated by NASCO and negotiated by Savi Networks. The locations will be port facilities such as, Manzanillo, Lazaro Cardenas and inland points of data capture such as: San Luis Potosi, Laredo, San Antonio, Alliance (near DFW airport), Kansas City, the Ambassador Bridge, and Winnipeg ("Locations"). These sites are not to be considered all deployment Locations, and will include other or additional Locations, as they are identified. NASCO will use its best efforts to facilitate negotiations with appropriate public or private sector governing bodies that could approve a license, permit or use of the facility for the purposes intended herein.

Savi Networks will, at or near the completion of the Demonstration Project, but no later than 18 months after the execution of the Definitive Agreement, complete an analysis of this joint business enterprise model, including projected revenue, with input from NASCO. The report and analysis shall be available to both Parties including all documentation, assumptions, projections, models and methodologies used to reach the conclusions set forth in the report.

3. Demonstration. Within ninety days following the deployment of hardware and software at any of the Locations, Savi Networks and NASCO, in conjunction with Lockheed Martin – a joint-venture parent of Savi Networks will develop and market a demonstration of the Cargo Management System ("CMS") at the Lockheed Martin Center for Innovation (CFI) or "Lighthouse" facility in Suffolk, Virginia, or other

location agreed to by the Parties. The demonstration should be targeted to key stakeholders, customers, regulators, government entities, and other parties critical to the success of the CMS. If and when available, the demonstration will utilize data obtained as a result of Savi Networks deployments within and associated with the NASCO corridor, and include the integration of other relevant supply chain data developed in association with the NAFTRACS project.

Both NASCO and Savi Networks will use their best efforts to include as many shippers, carriers and commercial cargo generators in the project to maximize the number of container or commercial shipments transiting into, through, or out of the Corridor. Two primary objectives of the demonstration phase are: to generate and capture a significant amount of data for use in refinement, deployment, and implementation of the operational Cargo Management System; and to develop and demonstrate a proven business case and business model.

4. Data Rights. All data collected from the Cargo Management System shall be jointly available for use and configuring by both Savi Networks or NASCO and, pending separate agreements, presumably Lockheed Martin. Both Savi Networks and NASCO shall be jointly responsible for obtaining appropriate waivers or releases from customers or participants to allow the storage, use, analysis and display of the cargo transit data, by the Parties.
5. Revenue. All revenue generated, as set forth in by the Definitive Agreement, shall be shared between the Parties according to percentages and procedures outlined in that Definitive Agreement. Revenue sharing in the Definitive Agreement will consider previous Savi Networks "Right of Way" agreements. Both Parties commit to reinvest appropriate percentages of net revenue in the Cargo Management System to accelerate both deployment and business growth, until it is jointly decided that the project will graduate from an informal PILOT phase to a formal commercial offering.

All revenue received, including revenue from discounted, reduced, or other promotional incentives shall be distributed to the Parties according to percentages and procedures outlined in the Definitive Agreement. Savi Networks and NASCO shall be entitled to recover their operating expenses on a quarterly basis. However, the Parties may individually elect to reinvest these amounts into expanding the network installation. Reinvestment for network expansion should accelerate the deployment of the corridor network and grow the joint business model.

6. Planning Cost. Savi Networks will endeavor to minimize NASCO expenses associated with the planning, logistics, work, task assignment, research, legal and other costs associated with reaching a Definitive

Agreement. Savi Networks will also endeavor to minimize similar NASCO expenses associated with post-Definitive Agreement and implementation/operation activities.

7. Participation. Other surface transportation conveyance entities that generate data relevant to the CMS purpose will be allowed to submit cargo shipment or transportation data for use by the Center of Excellence or Data Collection Center consistent with its scope of work and pursuant to separate agreements with and possibly among those entities, Lockheed Martin, and the Parties. A financial incentive may be awarded to outside entities that provide, facilitate, or direct new cargo shippers or carriers to utilize the Cargo Management System.

NASCO will be entitled to an enhanced share of all revenue from "customers/participants" who are NASCO members, will become NASCO members, are introduced into the project by NASCO or its members, or whose goods transit some portion of the NASCO corridor, and who are not as of this date Savi Networks customers or partners. This must also include organizations (government and commercial) that become customers as a result of the Savi Networks or NASCO activities.

8. Accounting. NASCO shall receive from Savi Networks a quarterly accounting and report for all revenue generated, received or credited, as well as any expenses incurred, obligated, or contracted for. The format of the reports may be the same as Savi Networks prepares for its corporate reports. Revenue received and expenses incurred by Savi Networks shall be shown as discrete entries and not commingled or reported in the aggregate for corporate purposes, to the best of Savi Networks ability.

Both NASCO and Savi Networks shall be subject to an annual audit to account for all funds received and monies disbursed.

9. Definitive Agreement. The proposed transaction as described above is subject to and conditioned upon the negotiation, completion, execution and delivery of a definitive agreement (the "**Definitive Agreement**") between NASCO and Savi Networks which will contain the basic terms and conditions set forth herein, together with such other representations, warranties, covenants, terms, indemnities and conditions as would be usual and customary for a project of this nature and which are mutually agreeable to the parties hereto, including, without limitation, the making of all necessary filings and the obtaining of all necessary approvals or consents from third parties required to consummate the proposed transaction and the approval of the governing bodies of the Parties.

10. Certain Conditions. It is recognized that the proposed project or partnership which is the purpose of the Definitive Agreement would be subject to certain conditions, including but not limited to the following:

(a) all consents and approvals required to consummate the transaction, if any, shall have been received from necessary governmental agencies and third parties, (b) there shall have been no material adverse change after the date hereof in the business, assets, liabilities, prospects or financial condition of the Parties, and (c) the due diligence conducted by the Parties and their advisors upon execution of the Definitive Agreement (or earlier if mutually agreed by the parties) in connection with the project shall not have caused the Parties or their legal counsel or other advisors to become aware of any facts relating to the business, assets, liabilities, prospects or financial condition of the Parties which, in the good faith judgment of either Party or their legal counsel, make it inadvisable for either Party to proceed with the project or Definitive Agreement.

11. Continuing Operations. Prior to and after the execution of the Definitive Agreement, the Parties agree to conduct their business in a prudent, businesslike manner, maintain their assets and properties in a good and workable condition and operate them in a good, workmanlike and prudent manner, use their best efforts to preserve the goodwill of all persons dealing with the Parties, and maintain in full force and effect all insurance now in effect covering any of its assets and properties and its operations.
12. Termination. If the Definitive Agreement has not been negotiated, executed and delivered on or before March 15, 2007, or such later date as may be mutually approved by the Parties, this **NON-BINDING LETTER OF INTENT** may be terminated in writing by Savi Networks or by NASCO. Once executed, the Definitive Agreement shall supersede this **NON-BINDING LETTER OF INTENT** in its entirety.
13. Confidentiality. If the Definitive Agreement is not executed or the project contemplated by this **NON-BINDING LETTER OF INTENT** is not implemented, then the Parties and the respective shareholders, members, directors, officers, partners, employees, affiliates, representatives or agents of each shall keep confidential all information and materials regarding the other party, reasonably designated by such party as confidential, for a period of two (2) years from the termination of this Agreement. The provisions of this Section shall not apply to any information which is or shall become part of the public domain, through no fault of the party subject to the obligation of confidentiality hereunder, which by law is deemed to be public information, or which such Party shall obtain from a third party with a right to disclose such information free of any obligation of confidentiality.
14. Standstill Agreement. So long as this letter remains in effect, neither Party will, directly or indirectly (a) solicit or encourage any offer or enter into any agreement for the purposes set forth herein; or (b) entertain or pursue any unsolicited offer for any such purpose.

15. Public Announcements. Unless required by law, neither Party will make or issue any public statement or announcement with respect to the proposed project or this **NON-BINDING LETTER OF INTENT** without the prior approval of the other.
16. Expenses. All expenses, whether or not the proposed project is implemented, will be borne exclusively by the Party hereto making the expenditure.
17. Assignment. Neither this letter nor any of the rights, interests, or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other party.
18. **GOVERNING LAW. THIS LETTER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS AND VENUE FOR ANY DISPUTE, DISAGREEMENT OR CLAIM ARISING HEREUNDER SHALL BE IN THE COURTS OF COLLIN COUNTY, TEXAS.**
19. Letter of Intent. It is understood that this letter is not an offer by either party to enter into an Agreement with the other, but is only a **NON-BINDING LETTER OF INTENT**, notwithstanding anything contained herein or otherwise to the contrary, and no binding commitment of any nature whatsoever shall be implied by virtue hereof, **EXCEPT FOR THE PROVISIONS SET FORTH IN SECTIONS 7, 8, 9, 10, 11, 12, 13, 14 and 15 HEREOF.** Except as stated in the immediately preceding sentence, (a) No binding agreement shall exist unless and until the Definitive Agreement has been executed and delivered by the Parties, and the execution of this **NON-BINDING LETTER OF INTENT** shall only evidence the current intention of the Parties to proceed with the negotiation and preparation of the Definitive Agreement, and (b) the termination of this **NON-BINDING LETTER OF INTENT** and the negotiation of the Definitive Agreement for whatever reason shall not result in any obligation or liability of either Party to the other, unless and until the Definitive Agreement is executed by both Parties.

If this letter accurately sets forth your understanding of the proposed project and the basis upon which the parties hereto shall proceed forward with the negotiation of the terms and conditions of the Definitive Agreement, please so indicate by executing a copy of this **NON-BINDING LETTER OF INTENT** where indicated below and returning the executed copy to the undersigned not later than 5:00 p.m. on Monday, February 19, 2007. We are prepared to proceed immediately upon your acceptance of this letter with preparing and submitting a suggested draft of the Definitive Agreement as soon as possible in order to expedite the proposed transaction. If we have not received an executed counterpart of this **NON-BINDING LETTER OF INTENT** on or before 5:00 p.m. on Monday, February 19, 2007, then, without any action of either NASCO or

Savi Networks being required, this **NON-BINDING LETTER OF INTENT** shall terminate automatically and be of no further force and effect.

**NORTH AMERICA'S SUPERCORRIDOR
COALITION**



By: _____
Name: George D. Blackwood, Jr.
Title: President

ACCEPTED AND AGREED to
this ____ day of _____, 2007

SAVI NETWORKS, LLC

By: _____
Name: Franklin L. Fritts
Title: Chief Operating Officer