

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the Agreement) is entered into as of _____ day of _____, 2009 by and between McNulty & Associates, LLC, (the Disclosing Party) and _____, (the Interested Party).

In connection with the Interested Party's desire to hire the Disclosing Party as a consultant to assist and advise the Interested Party in the purchase of an automobile dealership (the Transaction), the Disclosing Party has furnished or will furnish certain information to the Interested Party. The term Information shall mean all information that the Disclosing Party has furnished or will furnish to the Interested Party, whether furnished before or after the date of this Agreement, whether tangible or intangible, and in whatever form or medium provided, as well as all information generated by the Interested Party or by its Representatives, as defined below, that contains, reflects, or is derived from the furnished information.

In consideration of the Disclosing Party's disclosure to it of the Information, the Interested Party agrees that it will keep the Information confidential and that the Information will not, without the prior written consent of the Disclosing Party and any potential seller, be disclosed by the Interested Party or by its officers, directors, partners, employees, agents, or representatives (collectively, Representatives) in any manner whatsoever, or to any person or party, including any potential seller, in whole or in part, and shall not be used by the Interested Party or by its Representatives other than in connection with the Transaction. Moreover, the Interested Party agrees to transmit the Information only to such of its Representatives who need to know the Information for the sole purpose of assisting the Interested Party in evaluating the Transaction, who are informed of this Agreement and who in writing agree to be bound by the terms hereof as if a party hereto. In any event, the Interested Party shall be fully liable for any breach of this Agreement by its Representatives.

Without the prior written consent of the Disclosing Party and any potential seller, neither the Interested Party nor its Representatives shall disclose to any person the fact that the Interested Party has received any of the information or that discussions or negotiations are taking place concerning the Transaction, including the status thereof. Without the prior written consent of the Disclosing Party and any potential seller the Interested Party or their representatives may not disclose to any person the identity or location of the Disclosing Party, any potential seller, or any automobile dealership as it relates to the Transaction. The Interested Party further agrees not to contact any potential seller directly without the express written consent of the Disclosing Party.

The Interested Party agrees that, at the conclusion of its review of the Information, or within three business days of the Disclosing Party's request, all copies of the Information in any form whatsoever (including but not limited to any reports, memoranda, or other materials prepared by the Interested Party or at its direction) will be delivered by the Interested Party and its Representatives to the Disclosing Party.

The Interested Party acknowledges and agrees that, in the event of any breach of this agreement, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity, the Disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither the Interested Party nor its Representatives will

oppose the granting of such relief. The Interested Party also agrees to reimburse the Disclosing Party for all costs and expenses, including reasonable attorney's fees, incurred by the Disclosing Party in attempting to enforce the obligations of the Interested Party or of its Representatives hereunder.

No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

The Interested Party agrees that, unless and until a definitive agreement between the Disclosing Party and the Interested Party with respect to the Transaction has been executed and delivered, neither the Disclosing Party nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or by any of the Representatives except, in the case of this Agreement, for the matters specifically agreed to herein. The terms of this Agreement shall survive the execution of any Buyer's Registration unless said Registration explicitly modifies the terms hereof. This Agreement may be modified or waived only by a separate writing by the Disclosing Party and by the Interested Party expressly so modifying or waiving such agreement.

This agreement shall be governed by the laws of Kentucky and matters related to this agreement shall be brought solely in a court of competent jurisdiction in Daviess County, Kentucky.

There shall be no restriction hereunder for Disclosing Party providing the same or similar information to any other party that may be interested in acquiring an automobile dealership or its assets or stock which has been discussed with Interested Party or relative to which Information has been provided the Interested Party. This privilege shall in no way minimize the terms and provisions of this Agreement.

The Interested Party acknowledges and agrees that if the Interested Party decides to hire Disclosing Party as a consultant with respect to any Transaction then Disclosing Party shall be paid a fee upon the closing of a Transaction. Towards that end, Interested Party and Disclosing Party agree that upon Interested Party hiring Disclosing Party to pursue any Transaction, Interested Party and Disclosing Party shall execute a Confidential Registration/Buyer's Consultant Employment Contract, or similar agreement, defining the scope of Disclosing Party's services and providing for a fee to Disclosing Party for the provision of said services.

DISCLOSING PARTY:
McNulty & Associates, LLC

By: _____
Voice: 800-800-4728

INTERESTED PARTY:

Name: _____

Company: _____

Address: _____

Phone Number: _____

E-Mail: _____

Signature: _____

FAX TO: 800-583-9199