

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the Agreement) is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2010 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 by accepting the confidential information the Interested Party has hired Disclosing Party as a consultant with respect to any Transaction disclosed by Disclosing Party and shall be paid a fee upon the closing of a Transaction. Towards that end, Interested Party and Disclosing Party agree that before Interested Party pursues any disclosed 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: \_\_\_\_\_  
Pat McNulty, Sr - Consultant  
Voice: 800-800-4728  
Fax: 800-583-9199

INTERESTED PARTY:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

CONFIDENTIAL REGISTRATION  
BUYER'S CONSULTANT EMPLOYMENT CONTRACT

AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between McNULTY AND ASSOCIATES LLC of 1601 Roosevelt Rd, Owensboro, Kentucky 42301, hereafter called the "CONSULTANT" and \_\_\_\_\_, hereinafter called the "BUYER".

CONSULTANT and BUYER agree to the following:

1. EMPLOYMENT. The BUYER does hereby employ the CONSULTANT to locate the seller of an automobile dealership at such price and terms as may prove acceptable to the BUYER. This applies also to a buy-in/buy-out, a partnership arrangement, or a management contract.

2. BUYER agrees that: a) all information supplied to him by the CONSULTANT concerning a prospective business will be held in the utmost confidentiality, as such information is of a highly confidential nature, and material harm could come to the business if the information is not protected; b) that all offers will be made through CONSULTANT using CONSULTANT'S forms; and c) no contact will be made by BUYER to SELLER, SELLER'S employees, Seller's vendors or Seller's franchise factories without written approval from CONSULTANT.

3. CONSULTANT is not authorized to bind the BUYER by an agreement or contract. Any Buy/Sell Agreement is subject to the approval of the BUYER. Also, the BUYER does not owe a fee as stated in Paragraph 4 below if BUYER finds a dealership on his/her own. BUYER is only responsible for a fee on a dealership that CONSULTANT tells BUYER about, and/or any dealership BUYER asks CONSULTANT to contact.

4. FEE. BUYER agrees that a fee of seven percent (7%) shall be paid to CONSULTANT on the total sales price or total consideration including non-compete and consulting agreements (excluding new/used inventory) or a flat fee of Seventy Five Thousand Dollars (\$75,000.00), whichever is greater, in full, upon closing as described in Paragraph 5 below.

5. CLOSING. CONSULTANT shall receive reasonable notice of the closing and may be present with his attorney at closing. The Consultant's fee referred to in Paragraph 4 above is payable in full to the CONSULTANT upon closing, upon occupancy, upon closing of the escrow/settlement account, upon possession of the premises by the BUYER, upon occupancy under management contract by the BUYER, the BUYER'S assignees or BUYER'S representatives. Any money received by the SELLER other than the money held in any escrow account, shall be deemed a closing, and the CONSULTANT shall be paid his fee in full at that time. BUYER promises to pay CONSULTANT the fee called for hereby if BUYER buys from, invests with, or manages operations for/with any SELLER produced by CONSULTANT, or contacted by CONSULTANT at any price and terms during the contract term; or if BUYER buys from, invests with, or manages operations for/with any SELLER within (24) twenty-four months of the term of this contract who was produced or contacted by CONSULTANT during the life of the contract.

6. BUYER recognizes and agrees that the CONSULTANT is allowed to accept a fee from both the BUYER and the SELLER.

7. When a Buy/Sell Agreement is signed by both BUYER and SELLER, an escrow agent will be appointed to receive the deposit from the BUYER, such agent shall be acceptable to CONSULTANT. A true copy of this agreement will be furnished to escrow agent for purpose of making proper settlement of CONSULTANT'S fee at closing of escrow. If any BUYER forfeits or fails to perform for any reason other than factory approval, the SELLER and CONSULTANT shall divide the deposit between them. Payment in full of said fees shall be a condition of close of escrow/settlement.

8. ACCEPTANCE OF AGREEMENT. This agreement is a proposal not binding on the parties hereto as an agreement until accepted by the Consultant in Daviess County in the State of Kentucky. If BUYER defaults herein, BUYER agrees to pay CONSULTANT his reasonably incurred attorney's fees in the enforcement hereof. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Owensboro, Kentucky, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. The parties agree that the execution of this agreement does not guarantee the purchase of a dealership. The BUYER agrees that the liquid funds are available to purchase a dealership and that BUYER will be responsible for CONSULTANT'S fee stated in Paragraph 4 if BUYER tells another person about the referred dealership, and the third party, the third party's agent or someone else that has had the information passed onto them buys the dealership.

**INDEMNIFY**

It is understood and agreed that BUYER and SELLER acknowledge that CONSULTANT has not verified nor will he verify the history or the facts of the prior operation of the business, or the value of assets, and all other material facts represented by BUYER and SELLER. Should some facts represented to be true by either BUYER or SELLER prove not to be true, then both parties agree to look solely to one another and to indemnify and hold CONSULTANT harmless in connection with all losses and damages caused either party.

Facsimile copy of this contract and any signature hereon shall be considered for all purposes as originals.

SIGNED AND AGREED TO, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CONSULTANT:

BUYER:

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature

McNulty & Associates, LLC  
1601 Roosevelt Rd.  
Owensboro, KY 42301  
Voice (800) 800-4728  
Fax (800) 583-9199

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
E-Mail Address