

GARY MINCHEW DEALERSHIP BROKERS

4167 North Valdosta Road

Valdosta, Ga. 31602

_____, 2005

Mr. _____

FAX: _____

Dear _____:

This fax transmission includes a copy of our Buyer's Confidentiality Agreement. Please sign and return to us by FAX: at 229-249-9090. If there is something in this agreement that is not clear to you, please call and we will be happy to go over it with you. Also, we would like for you to initial paragraph 2 and 3 to be sure you have read and understand them.

When we receive the signed copy from you, we will be able to discuss the proposed dealership purchase with you further. If you have an interest in purchasing this dealership; as part of our agreement with the seller, we will need verification of funds necessary to purchase and capitalize the dealership.

Thanks for allowing us to work with you.

Very truly yours,

Gary Minchew

GARY MINCHEW DEALERSHIP BROKERS

4167 North Valdosta Rd.

Valdosta, Ga. 31602

CONFIDENTIAL REGISTRATION
BUYER'S-CONSULTANT AGREEMENT

AGREEMENT entered into on _____ by and between GARY MINCHEW, DBA GARY MINCHEW AUTO DEALERSHIP BROKERS of 4167 North Valdosta Road Valdosta, Ga. 31602 hereinafter called "CONSULTANT" and _____, hereinafter called the "BUYER". Buyer's Address is:

_____ Fax: _____.

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 all information supplied to him by the CONSULTANT concerning a prospective business will be held in the utmost confidence as such information is of a highly confidential nature, and material harm could come to the business if the information is not protected. BUYER agrees that this information may be shared with only his accountant, attorney, banker or other financial adviser. BUYER FURTHER AGREES THERE WILL BE NO DIRECT CONTACT WITH THE SELLER, MANUFACTURER OR DISTRIBUTOR REPRESENTATIVES WITHOUT THE WRITTEN APPROVAL OF GARY MINCHEW. ANY BREACH OF THIS PARAGRAPH WILL MAKE BUYER LIABLE FOR FEES CALLED FOR IN PARAGRAPH 3 PLUS REASONABLE ATTORNEY FEES TO COLLECT SAME. (See Addendum "A" page 3 of this agreement.)
3. FEE: BUYER agrees that a fee of five per cent (5%) shall be paid to CONSULTANT, BY THE BUYER on the total sales price or total consideration including non-compete and consulting agreements (excluding new car inventory) or a flat fee of \$25,000.00 whichever is greater. Said fee shall be paid in full at closing as described in paragraph 4.
4. BUYER does not owe a fee if he finds a dealership on his own. He is only responsible for a fee on a dealership the CONSULTANT tells him about or any dealership BUYER asks CONSULTANT to contact.

4. CLOSING: CONSULTANT shall receive reasonable notice of the closing and may be present at closing, with his attorney. 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, the BUYER'S assignees or BUYER'S representatives. Any money received by the SELLER other than the money held in escrow account, shall be deemed a closing, and the CONSULTANT shall be paid his full fee at that time. BUYER promises to pay consultant the fee called for herein 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 twenty-four (24) months of the term of this contract who was produced or contacted by CONSULTANT during the life of the contract.
5. BUYER recognizes and agrees that the CONSULTANT is a facilitator representing both BUYER and SELLER in a fair and equitable manner.
6. CONSULTANT shall draw all Letters of Intent, Buy-Sell Agreements and Management Agreements for all parties and their Attorneys to review and approve prior to signing.
7. If BUYER forfeits or fails to perform for any reason other than factory or financial institution approval, the SELLER and CONSULTANT shall divide the deposit between themselves. Payment in full of said fees shall be a condition of closing/escrow settlement.
8. ACCEPTANCE OF AGREEMENT: This agreement is a proposal and not binding until signed by the parties. If BUYER defaults herein, BUYER agrees to pay CONSULTANT fees called for herein plus reasonably incurred attorney's fees.
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 will provide verification of such funds at the appropriate time and when requested to do so by CONSULTANT.
10. BUYER agrees to provide verification of funds necessary to purchase dealership and any purchase offer shall be accompanied by a \$25,000 escrow binder payable to Gary Minchew Realty Escrow Account.
11. BUYER acknowledges that the information on dealerships are furnished to us and subsequently to you buy the Dealer. We have no way to verify the accuracy of this information and make no representation to you as to the accuracy of this information.
12. Facsimile copy of this contract and any signatures hereon shall be considered originals.

ACCEPTED BY BUYER THIS _____ DAY OF _____, 2005

GARY MINCHEW AUTO DEALERSHIP BROKERS Buyer Signature
Toll Free: 800-247-8549 Fax: 229-249-9090

Addendum "A"

One of the most important parts of our listing agreement with our selling dealers is the confidentiality of the sale until the proper time to notify all parties involved, especially employees and "the manufacturer". As we know, if employees think the dealership is being sold, they start looking for a job elsewhere. If the manufacturer knows a dealership is for sale, the relationship with the current dealer is totally disrupted.

Therefore, we request that this list of persons who will be made aware of this possible sale-purchase be listed. It is your responsibility to be sure these persons maintain this confidentiality. If persons need to be added as the process goes along, add these persons to your copy of this list and fax or mail it to us. Please list the person's name and address and phone number and the nature of their involvement.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

FAX: 229-249-9090