

CONFIDENTIAL REGISTRATION

SELLER'S CONSULTANT EMPLOYMENT CONTRACT

AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 2005 by and between Gary Minchew, 4167 North Valdosta Rd. Valdosta, Ga. 31602 hereinafter called CONSULTANT and \_\_\_\_\_ hereinafter called SELLER. The SELLER acts as Individual and agent of the Corporation. SELLER'S address is \_\_\_\_\_

CONSULTANT AND SELLER AGREE TO THE FOLLOWING:

1. SELLER gives to CONSULTANT exclusive right to assist the SELLER to sell his automobile dealership, arrange a partnership, or transfer his stock for a period of one hundred eighty days and shall continue thereafter until canceled in writing by either party giving thirty days notice to cancel. Upon cancellation of this agreement, CONSULTANT shall promptly notify SELLER in writing of all prospective purchasers and CONSULTANT shall be entitled to fees described herein should one of these prospective purchasers buy or take possession of dealership for a period of twelve months after cancellation of this agreement.

2. CONSULTANT will assist the SELLER in negotiations for an acceptable Letter of Intent, Buy-Sell Agreement, Management Agreement, or Stock Transfer Agreement. Said documents will be prepared by CONSULTANT and subject to the approval of the SELLER, which approval shall not be unreasonably withheld.

3. TERMS OF SALE: The price for which SELLER will sell, including CONSULTANT FEES shall be as follows:

- a. Real Estate: \$ \_\_\_\_\_
- b. Fixed Assets: \$ \_\_\_\_\_
- c. Non-Tangible assets: \$ \_\_\_\_\_
- Estimated total selling price. \$ \_\_\_\_\_

SELLER may accept a lesser fee. However, all other terms and conditions of this agreement shall remain in effect.

4. SELLER agrees that a fee of five (5)% shall be paid to CONSULTANT on the total sales price or total consideration including non-compete-blue sky and consulting agreements, real estate, fixed assets (furniture, fixtures, and equipment): excluding parts, new and used vehicles, or a flat fee of \$25,000. whichever is greater, in full, upon closing as described in Paragraph five (5).

5. CLOSING: CONSULTANT shall be a part of closing and shall have reasonable notification thereof. The CONSULTANT'S fees referred to in Paragraph 4 is payable in full upon closing, upon occupancy, upon possession under management contract, or upon possession of the premises by the BUYER, the BUYER'S assignees or the BUYER'S representatives. Any funds received by the SELLER, other than money held in escrow account shall be deemed a closing, and the CONSULTANT shall be paid his fees in full at that time.

6. SELLER will provide to CONSULTANT and/or qualified BUYER appropriate information and financial documents necessary for BUYER'S evaluation.

7. CONSULTANT will treat the SELLER'S information in a confidential manner and provide such information only to qualified BUYERS.

8. In advertising this business for sale, CONSULTANT will not identify a specific name or location of the dealership.

9. SELLER recognizes and agrees that the CONSULTANT is a facilitator representing both BUYER and SELLER in a fair and equitable manner.

10. 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.

11. ACCEPTANCE OF AGREEMENT: This agreement is a proposal and not binding until signed by all parties. If SELLER defaults herein, SELLER agrees to pay CONSULTANT fees called for herein plus reasonably incurred attorney fees.

12. Should a prospect supplied by CONSULTANT purchase, lease, manage or in any way become affiliated with this dealership within a period of twelve (12) months from the termination of this agreement, the SELLER agrees to pay the CONSULTANT the above mentioned fee as set forth in paragraph 4.

13. SELLER represents that it will comply with all applicable state and federal laws including but not limited to securities laws, EPA laws, rules and regulations affecting the sale of this dealership. CONSULTANT shall be indemnified and held harmless from all actions stemming from failure to comply with this undertaking.

14. In the event that the candidate supplied by CONSULTANT be denied by the manufacturer and the manufacturer (distributor) exercise its option to purchase the dealership in whole or in part, our consulting agreement will stand and CONSULTANT will be paid as per Paragraph 4 and 5 of this agreement.

15. INDEMNIFY: Buyer and Seller acknowledge that CONSULTANT has not verified nor will he verify the history and facts of the prior operation of the business, or the value of the 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 by either party.

16 Facsimile copies of this agreement and any signature hereon shall be considered originals.

SIGNED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005

CONSULTANT: Gary Minchew      SELLER: \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Toll Free 800-247-8549      Fax: 229-249-9090