

MC&T, LLC
CONFIDENTIAL
BUYER'S CONSULTANT EMPLOYMENT AGREEMENT

AGREEMENT entered into on the ____ day of _____, 200____, by and between **MC&T, LLC** of Fairhope, AL hereinafter called the "CONSULTANT", and **(Enter BUYER'S name and complete address)**

Hereinafter called the "BUYER".

CONSULTANT and BUYER agree to the following:

1. **EMPLOYMENT.** BUYER does hereby employ CONSULTANT to locate the seller of an automobile dealership(s) at such price and terms as may prove acceptable to BUYER. This also applies to a buy-in, buy-out, partnership arrangement, joint venture, or transfer of stock.
2. **CONFIDENTIALITY.** BUYER agrees that all information supplied to him by CONSULTANT concerning a prospective business will be held in utmost confidentiality, as such information is of highly confidential nature and material harm could come to the business if the information is not protected.
3. CONSULTANT is not authorized to bind BUYER to any agreements. Any Buy-Sell Agreement is subject to the approval of BUYER. BUYER is only responsible for a fee on a dealership the CONSULTANT tells BUYER about and/or any dealership BUYER ask CONSULTANT to contact.
4. **FEE.** Buyer agrees that a fee of THREE PERCENT (3%) shall be paid to CONSULTANT on the total sales price, hereinafter defined (excluding any new vehicle inventory) in full, upon closing, upon occupancy, or 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. CONSULTANTS fee referred to in Paragraph 4 above is payable in full to CONSULTANT upon closing of the escrow/settlement account, and CONSULTANT shall be paid his fee in full at that time. If BUYER (served by CONSULTANT), BUYER'S Assignee(s), or Representative(s) during the life of this Agreement, or within twenty-four (24) months from termination of this Agreement, purchases any interest in SELLER'S dealership(s) (in whole or in part), works as a manager, or manages under a management agreement, then the BUYER agrees to pay to CONSULTANT the above mentioned fee as set forth in Paragraph 4 above. This protection of the CONSULTANT'S fee shall extend to, and be binding upon, any Assignees or Representatives of BUYER of any such agreement, and MC&T, LLC will be paid its fee as per Paragraph 4 above.
6. BUYER recognizes and agrees that the CONSULTANT is allowed to represent and accept a fee from both the BUYER and the SELLER. CONSULTANT is transactional. No royalties.
7. When a Buy/Sell Agreement is signed by both BUYER and SELLER, an escrow agent will be appointed to receive the deposit from BUYER, such agent to be acceptable to CONSUTANT. A true copy of this Agreement will be furnished to escrow agent for the purpose of making proper settlement of CONSULTANT'S fee due at closing pursuant to a Paragraph 5 above. CONSULTANT'S fees are to be included in the BUY/SELL AGREEMENT and CLOSING DOCUMENTS. If the referenced AGREEMENT and DOCUMENTS do not include said CONSULTANTS fees, then the BUYER shall be personally and corporately responsible for all CONSULTANTS fee's due at closing. If BUYER forfeits or fails to perform for any reason other

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than factory approval, or those reasons stated in the *BUY/SELL Agreement*, the *SELLER* and *CONSULTANT* shall divide the deposit between them. Payment in full of said fees shall be a condition of the closing of the escrow/settlement.

8. **ACCEPTANCE OF AGREEMENT.** This *Agreement* is a proposal not binding on the parties hereto as an agreement until accepted by *CONSULTANT* in the State of Florida. If the *BUYER* defaults herein, *BUYER* agrees to pay *CONSULTANT* his reasonable incurred attorney's fees in the enforcement hereof.
9. The parties agree that the execution of this *Agreement* does not guarantee the purchase of a dealership. *BUYER* agrees that the liquid funds are available to purchase a dealership and agrees to provide verification of funds. *BUYER* will be responsible for *CONSULTANT'S* fee as stated in Paragraph 4 if *BUYER* tells a third party about the referred dealership, and the third party, the third party's agent, or someone else who has had the information passed onto them buys the dealership.
10. The total sales price, for the purpose of calculating the *CONSULTANT'S* fee due in Paragraph 4 above, shall be the true value of all the assets being conveyed, and including good will, customer sales and/or service lists or files, blue sky, real estate and improvements, and any other benefits to be conferred upon the *SELLER*; such as, deferred compensation, management, consultant, or non-compete agreements, payments of any out-of-trust condition, repayment of any loans to the *SELLER*, or any other debts paid by the *BUYER*, which are necessary to close the transaction. If a stock or corporate purchase is involved, the total sales price shall include any equity in the new vehicle inventory. In the event the *BUYER* leases the real estate from the *SELLER*, *BUYER* will pay *CONSULTANT* a fee equal to 3% of the total amount of the lease computed for a period of 12 months plus any up front fees paid to *SELLER*.
11. **HOLD HARMLESS CLAUSE.** **MC&T, LLC** assumes no responsibility for the accuracy, usability, or reliability of any financial statements or information furnished by or from any Dealer, Dealer Group, Management Company, CPA firm or any other source. Dealer further agrees to hold **MC&T, LLC**, its officers, directors, employees, associates, agents, heirs, and family members harmless of any and all claims arising from this.

SIGNED AND AGREED TO, this the _____ day of _____, 200____

MC&T, LLC:

BY: _____

BUYER:

BY: _____

(BUYER)

BY: _____

(BUYER)

BY: _____

(BUYER)