

# MC&T, LLC Confidentiality Agreement

In connection with your consideration of a possible business transaction with \_\_\_\_\_  
(The Company)

**The name of the dealership will be filled in after we receive the signed document**

and in order to allow you to consider such a transaction, the Company may disclose and make available to you information about the Company which is non-public, confidential or proprietary in nature. The Company considers this information to be sensitive and would be damaged by its disclosure. The Company and MC&T, LLC. Advisors are unwilling to provide this information without your agreement to the terms contained herein and such terms shall run to the benefit of the Company and its shareholders.

All information furnished at any time to you or your representatives, including, without limitation, information regarding general and administrative expenses, employee benefits and expenses, products and services sold, revenue and income, marketing, customers, contracts, and all analyses, compilations, data, studies or other documents furnished by the Company or its representatives or prepared by you containing or based in whole or in part on any such furnished information is hereinafter referred to as the "Information."

The term "person" shall be broadly interpreted to include, without limitation, any corporation, company, group, partnership or individual.

"Representatives" shall mean partners, directors, officers, employees or agents, including, without limitation, attorneys, accountants, consultants and financial advisors. As used herein, a reference to "you" includes you and your representatives.

In consideration of being furnished the Information, you agree that:

1. The Information will be kept confidential and you will not, without the prior written consent of the Company, disclose the Information to any other person, in any manner whatsoever, in whole or in part, or use the Information directly or indirectly for any purpose other than evaluating a potential transaction with the Company (the "Transaction"). You agree not to use the Information in competition with the Company or in any other way detrimental to the Company. You are responsible for any breach of this agreement by your representatives.
2. Without the prior written consent of the Company, except to the extent provided by this agreement, you will not disclose to any other person the fact that discussions or negotiations are taking place concerning a possible Transaction involving the Company, or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof, except as required by law and then only with proper written notices as soon as possible to the Company.
3. You will keep a record of each location of the Information to the extent any such Information is located other than on the Company's premises. All such Information and all copies thereof will be destroyed or returned immediately (at your option) without retaining any copies thereof, if the parties do not within a reasonable time proceeds with the Transaction, or upon request.

4. You agree that the Information will be made available only to such Representatives as are necessary to the evaluation and consummation of the Transaction contemplated. Each Representative to whom the Information is made available will agree to abide by the terms.

5. In the event you or anyone to whom you transmit the Information pursuant to this agreement are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, you will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. In the event that such protective order or other remedy is not obtained, or the company waives compliance with the provisions of this agreement, you will furnish only that portion of the Information which you are advised by legal counsel is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

6. For a period of two years from the date hereof, neither you nor your affiliates will hire or attempt to hire any employees of the Company without the specific written consent of the Company, excluding those employees hired by you prior to or simultaneously with the closing of the Transaction.

7. Although the Company will endeavor to include all Information which it believes to be relevant for the purpose of your investigation, you understand that neither the Company nor any of its Representatives have made or make any representation or warranty as to the accuracy or completeness of the Information. You agree that neither the Company nor its Representatives shall have any liability to you resulting from the use or contents of the Information or from any action taken or any inaction occurring in reliance on the Information, except as provided in the final agreement regarding a Transaction.

8. You agree that the Company shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of Paragraph 1, 2, 3, 4, or 6 of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by you but shall be in addition to all other remedies available at law or equity.

9. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege thereunder.

10. This agreement shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_ applicable to agreements made and to be performed within such state. In the event of any claim or litigation with regard to this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Michael M. Morgan  
Managing Member  
MC&T, LLC

Agreed to by (Prospective Buyer):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name