

CONFIDENTIAL SELLER'S FEE AGREEMENT

THIS AGREEMENT is entered into _____ between HICKS MANAGEMENT & CONSULTING GROUP, Inc., a Texas Corporation ("Broker"), and _____ and _____ ("Seller").

WHEREAS, Seller is the owner of the franchised automobile dealership business, and the assets used in such business, now being conducted as _____ in _____, _____ (such business and/or assets are referred to as the "Business"); and

WHEREAS, Seller and Broker desire to enter into an agreement whereby Broker will attempt to find a buyer for the Business;

NOW, THEREFORE, in consideration of the mutual agreements set forth below, Seller and Broker agree as follows:

1. For a period of one hundred twenty (120) days from the date indicated above (the "Term"), Broker shall have the exclusive right to assist Seller (i) to sell the business, and (ii) otherwise to accomplish the transfer of the Business to a buyer.
2. (a) Seller agrees to pay to Broker a Finder's Fee (the "Finder's Fee") of 10% of the Goodwill (Blue Sky) if a prospect is procured (by Broker, Seller, or anyone else) who is ready, willing, and able to purchase, lease, or exchange the Business (i) at the Asking Price stated on EXHIBIT A, or (ii) as otherwise listed by Broker with Seller's consent, or (iii) at a price and on terms acceptable to Seller.

(b) Seller also agrees to pay the Finder's Fee in cash to Broker (i) if a sale, lease, or exchange of the Business is made by Seller or any other person according to an agreement signed during the Term, or (ii) if a prospect contacted or worked by Broker or Seller during the Term purchases, leases, or exchanges all or any portion of the Business within eighteen (18) months following the Term, or (iii) the manufacturer, its assignee, or designee purchases, leases or exchanges all or a portion of the Business within eighteen (18) months following the term if Seller received an offer acceptable to Seller from a prospect contacted or worked by Broker or Seller during the Term, it being stipulated that Broker was the procuring cause for the sale to the manufacturer, its assignee, or designee.
3. Broker shall use its reasonable best efforts to find a buyer for the Business, and shall report regularly to Seller with its progress in finding a bona fide prospect for the Business.
4. Seller agrees to refer all inquiries and prospects he may receive regarding the Business, directly or indirectly, to the Broker.
5. Seller will provide to Broker, and to any prospect which, in the opinion of Broker, is qualified to purchase the Business, any financial information or any other documents or information reasonably requested by Broker for such prospect's evaluation of the Business. Broker will treat such information in a confidential manner and provide such information only to qualified prospects, who promise in writing to treat such information as confidential, and require such prospects to execute a statement of confidentiality regarding the nature of such documents.
6. Broker is authorized to receive earnest money or other deposits from a prospective buyer of the Business. If such a deposit becomes payable to Seller, Broker may retain such deposit and apply it against payment of the Finder's Fee, if earned.
7. (a) When Seller and a prospective buyer sign a buy-sell or other agreement regarding the Business, Broker shall be named as a third party beneficiary of that agreement. That

agreement shall provide that Seller and the buyer shall not close unless Broker is paid its Finder's Fee.

(b) Upon the signing of an agreement between Seller and any prospect, an escrow agent reasonably acceptable to Broker will be appointed to receive any escrow deposits from such prospect (unless such deposits are delivered to Broker) and later to disburse the proceeds of the sale, lease, or exchange of the Business. An escrow agreement shall be prepared and shall provide that the escrowed funds shall be applied toward the Finder's Fee at closing. A copy of this agreement shall be furnished to the escrow agent, and Seller agrees that if the sale, lease, or exchange of the Business to the prospect is not completed for any reason resulting in the forfeiture of the escrow deposit by such prospect, Seller and Broker shall divide the escrow deposit between them equally up to the full amount of the Finder's Fee.

(c) Broker shall be given reasonable notice of the closing of the sale, lease, or exchange of the Business and may be present with its attorney at closing. If Broker requests, Seller agrees to direct the buyer of the Business to pay the Finder's Fee directly to Broker out of the consideration paid for the Business.

(d) If Seller does not comply with this Section 7, the Finder's fee shall be immediately due and payable to Broker, notwithstanding anything herein to the contrary.

8. Seller agrees to hold Broker harmless from all claims, disputes, losses, expenses, or charges arising from any incorrect information supplied by Seller or from any material fact known by Seller concerning the Business that Seller fails to disclose to Broker.
9. If any provision of this Agreement is held to be invalid or unenforceable in any jurisdiction, the other provisions of this Agreement shall remain in full force and effect in such jurisdiction, and the remaining provisions of this Agreement shall be liberally construed to effectuate the intent and purpose of this Agreement. The invalidity of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.
10. This Agreement shall be governed by the laws of the state of Texas. Any suits, claims, or causes of action arising from this Agreement shall be brought in a court only in Tarrant county, Texas and all objections to venue and personal jurisdiction in such forum are waived.
11. This Agreement is the sole and entire agreement between the Seller and Broker. This Agreement cannot be varied except by the written consent of each of Seller and Broker. All other written or verbal agreements, understandings, or other commitments between Broker and Seller are superseded by this Agreement and are of no further force and effect.
12. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Seller and Broker, but nothing contained in this paragraph shall be construed as a consent to any assignment of this Agreement by Seller.
13. As this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first previously written.

ADDRESS:

4305 S Bowen rd
Arlington, TX 76016

SELLER:

Owner

Individual

BROKER:

HICKS MANAGEMENT & CONSULTING GROUP, INC.



Ben Hicks

EXHIBIT A

ASKING PRICE:

- A. \$ _____ for blue sky (goodwill);
- B. Depreciated Book Value for furniture, fixtures, and equipment, including special tools and shop equipment;
- C. Physical inventory value at current book price of new parts and accessories, miscellaneous inventories (gas, oil, tires, batteries, etc.) that are not obsolete, ascertained immediately prior to closing; AND
- D. Mutually agreed value, if applicable, for:
 - 1. Used car inventory;
 - 2. Lease and rental vehicles;
 - 3. Company vehicles

E. REAL ESTATE:

Real Estate owned by _____ and located at and/or commonly known as: _____.

Purchased at MAI Appraised Value.