



Memorandum of Understanding

Mr. _____
Owner

Dear M . _____ :

Please accept this as a legal and binding contract between Ozog Automotive Group, Inc. ("Consultant") and _____ ("Seller")

This letter contract specifically contemplates a fee agreement between Consultant and Seller related to the sale of Seller's _____ franchises (either together or as separate transactions) located at _____.

For a period of 120 days from the date indicated above (the "Term"), Seller gives Consultant the exclusive right to assist Seller to sell the business location addressed in the paragraph above at a price and on terms acceptable to Seller and/or listed on Exhibit A. If a sale is consummated on the business with any buyer within the Term or within 18 months following, then Seller agrees to pay Consultant a fee of six percent of transaction or \$250,000.00 (two-hundred and fifty thousand and 00/100), whichever is greater. Transaction includes goodwill, fixed assets and real estate (whether sold or leased), but EXCLUDES vehicle inventories, parts, receivables, and any other assets not specifically listed.

It is further understood that Ozog Automotive Group, Inc. shall be named as a third party beneficiary to any agreements generated under these terms entitling Consultant to its fee. Seller agrees not to close a transaction where Consultant is entitled to its fee, unless fee is paid in cash at closing.

AGREED BY:

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Consultant, Joseph Ozog
Ozog Automotive Group, Inc.

Seller