



# Green Automotive Company, Inc.

Living the American **Green!**

## Operations Plan

### Dealer Selection

We are currently in the process of selecting qualified dealers throughout the United States that have well established dealerships complete with sales, service and parts departments to sell our exciting new product line. Dealer selection is based upon a number of factors, including size and location of the dealership, reputation in the market, financial strength, and the level of customer satisfaction provided for current as well as future customers.

### Letter of Intent

The enclosed Letter of Intent (LOI) provides that a dealership will be evaluated for a potential Green Automotive Company, Inc. dealer point within the market referenced on the LOI. All Dealer Package requirements must be completed before Green Automotive Company, Inc. will execute a Dealer Sales and Service Agreement (DSSA). A dealer will be required to execute a \$500,000 minimum Dealer Floor Plan Letter as a condition to the Dealer Sales and Service Agreement.

### Dealer Agreement

We currently employ a sales team that is seeking qualified dealers for the dealer network. Each dealer will be assigned an **exclusive territory** positioned to minimize competition among dealers. Prior to receiving its initial shipment of vehicles, each dealer will be required to execute a Dealer Sales and Service Agreement (DSSA), which outlines the terms and conditions of its purchase and sale of vehicles. Each dealer executing a dealer agreement will be required to advance the Company \$100,000. A portion will be used to purchase point of sale marketing materials, and training program components. Approximately two months prior to the arrival of ordered vehicles, a dealer will receive point of sale / showroom elements. In addition Green Automotive Company, Inc. will conduct sales and service training for dealer's key sales team and service personnel at the Green Automotive Company, Inc. office or in the field.

The DSSA also contains provisions and standards governing many of the aspects of the dealership operations such as territory, facilities, products and services, special tools, inventory, training, purchase volume requirements, advertising and marketing, warranties offered to customers, maintenance of minimum amounts of insurance, achievement of minimum customer service standards, financial covenants and monthly financial reporting. The agreement also grants dealers a non-exclusive license to use the Green Automotive Company, Inc. trademarks, service marks, and designs in connection with the sales and service of products at their dealerships. A dealer agreement has a term of one year.

The company is in the process of preparing all the necessary marketing elements to launch the entry of the vehicles into the United States. With the combination of experience in the business, the ruggedness, and reliability of the Green Automotive Company, Inc. products, and our strong dealer body, Green Automotive Company, Inc. is destined for success in a niche market that all major manufactures have abandoned in the United States due to production costs or more stringent EPA regulations.

### Green Automotive Company, Inc.

15851 Dallas Parkway, Suite 540      Off. 972-770-5048  
Addison, TX 75001      Fax 972-770-5051

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**Dealer Application Required Documentation**

- \_\_\_\_\_ Dealer Application (form enclosed)
- \_\_\_\_\_ Statement of corporate Organization & Stockholding (form enclosed)
- \_\_\_\_\_ Dealer Profile Sheet (form enclosed)
- \_\_\_\_\_ Copy of Current Dealership Financial Statement
- \_\_\_\_\_ Current Customer Satisfaction Index Reports
- \_\_\_\_\_ Signed Letter of Intent
- \_\_\_\_\_ Signed Letter of Understanding

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## APPLICATION FOR DEALER AGREEMENT

The following information is submitted in support of a potential Green Automotive Company, Inc Sales and Service Agreement. I understand that Green Automotive Company, Inc receipt of this submission does not constitute acceptance or approval of the applicant.

Individual's Name \_\_\_\_\_  
 Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Size of Dealership Desired (Annual units) \_\_\_\_\_  
 Do you intend to operate in an existing facility? If so, state exact location. Otherwise, State Location preference.  
 Dealership Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### **FACILITIES**

If facilities are presently available, state:

Facilities Owned or Leased	Annual Rent	Expiration Date	Period of Renewal Option
_____	_____	_____	_____
Facilities Expendable	Lot Size	Building Size	Used Car Lot Size
_____	_____	_____	_____

### **ALL PREVIOUS BUSINESS EXPERIENCE**

Firm Name	City	Manufacturing, Whole sale	Product	Position	Period From To
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Do you own, operate, or now have a financial interest in, or have you ever previously owned, operated, or had financial interest in any other automobile dealership? If yes, please provide history below:

Makes of Vehicles	Owned, Operated, or Financial Interest	Period From To	City/Country	Reason for Discontinuance
<hr/>				

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## APPLICANT'S PERSONAL DATA

Regular Earned Income \_\_\_\_\_ Regular Outside Income and Transfer Payments \_\_\_\_\_  
 Marital Status \_\_\_\_\_ Birthplace \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Number of Dependents \_\_\_\_\_ Estimated Annual Living Cost \_\_\_\_\_  
 Life Insurance: Yes [ ] No [ ] Amount of \$ \_\_\_\_\_ Social Security Number \_\_\_\_\_

Have you ever failed in Business? \_\_\_\_\_ If so, when and where \_\_\_\_\_  
 Have you any outstanding liabilities? \_\_\_\_\_ If so, what is their total? \_\_\_\_\_  
 Have you ever been bonded? \_\_\_\_\_ If so, when and by whom? \_\_\_\_\_  
 Have you ever been convicted of a crime? \_\_\_\_\_ If so, when and what for? \_\_\_\_\_

Please explain affirmative answer to the forgoing questions in detail (Attach extra page if necessary).

Business 1. \_\_\_\_\_  
 Reference: 2. \_\_\_\_\_  
 3. \_\_\_\_\_

Personal references, other than present or former employers, employees, or relatives.

Name	Address	City, State, Zip	Phone	Occupation	Years Known
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Education: High school \_\_\_\_\_ years Name and Location \_\_\_\_\_  
 College \_\_\_\_\_ years Name and Location \_\_\_\_\_  
 Degree Awarded \_\_\_\_\_

Brief description of your automobile experience in Management, new and used automobile sales and service, etc. that you feel qualifies you to own and /or operate Green Automotive Company, Inc Dealership.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Will you be active in the business? \_\_\_\_\_ To what extent? \_\_\_\_\_  
 If you will not be active, state who will be named in Section 4 of the Dealership Agreement as General Manager.  
 (A separate Application must be submitted by the intended General Manager) \_\_\_\_\_

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## BACKGROUND AUTHORIZATION

By signing this application, I hereby give permission to Green Automotive Company, Inc to obtain background information.

For the purpose of security credit and other consideration, the undersigned furnished the foregoing statement and information, which fully and truly sets forth the true and accurate financial condition of the undersigned on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The undersigned agrees that any material misrepresentation, whether intentional or unintentional, in the information submitted by the undersigned in the application form of otherwise in connection with this application shall be the grounds for the immediate termination of any Green Automotive Company, Inc Sales and Service Agreement which may be granted to the undersigned pursuant of this application.

The undersigned further agrees that the receipt, investigation, and processing of this application by Green Automotive Company, Inc shall entail no commitment of liability whatsoever on the part of Green Automotive Company Inc or any other person unless such commitment is established through the execution of a former Dealer Sales and Service Agreement signed by an officer of Green Automotive Company Inc., Green Automotive Company Inc nor any other person shall have any responsibility for any steps which the undersigned may take prior to the execution of a formal Dealer Sales and Service Agreement in order to prepare for the operation of a Green Automotive Company Inc.

The undersigned further acknowledges that this application is submitted to Green Automotive Company Inc and not to any other entity, that any agreement which may result from this application will be granted solely by Green Automotive Company Inc and not by any other entity, and that, accordingly, no such other entity shall have any obligation whatsoever to the undersigned as a result of this application or any dealings which may follow submission of this application, except as detailed in such agreement. In addition, the undersigned acknowledges that no personnel of Green Automotive Company Inc., other than its CEO, President, Treasurer, or Secretary have power to incur any obligation to the undersigned on behalf of Green Automotive Company Inc. In sum, it is understood that any Application or Dealer Sales and Service Agreement entered into between Applicant and Green Automotive Company Inc is not effective unless approved by an officer of Green Automotive Company Inc.

In the course of processing this Application for Green Automotive Company, Inc Sales and Service Agreement, the undersigned understands that it may be necessary for Green Automotive Company, Inc to inquire, through outside sources, about applicant's character, general reputation and credit history. Accordingly, this application will serve as authorization to Green Automotive Company, Inc may undertake such an investigation and any information obtained may be used by Green Automotive Company Inc. Applicant, by signature hereon, agrees to indemnify and hold harmless Green Automotive Company, Inc and/or its affiliate organizations against any and all liability, loss, damages, costs or expenses which it may hereinafter incur, suffer or be required to pass by reason of said investigation or the retention and use of information obtained by the investigation. Green Automotive Company, Inc. will provide information to the applicant concerning such investigation only upon applicant's written request.

SIGNATURE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

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# Green Automotive Company, Inc.

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## Statement of Corporate Organization and Stock Holdings

Corporate Name \_\_\_\_\_  
 d/b/a \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Date of Incorporation \_\_\_\_\_ Authorized shares \_\_\_\_\_  
 State of Incorporation \_\_\_\_\_ Shares issued \_\_\_\_\_

Shareholders name & Home Address	Officer Titles	Common		Preferred	
		# of Shares	Percent Ownership	# of	Percent Ownership
_____	_____	_____ / _____	_____ / _____	_____ / _____	_____ / _____
_____	_____	_____ / _____	_____ / _____	_____ / _____	_____ / _____
_____	_____	_____ / _____	_____ / _____	_____ / _____	_____ / _____
_____	_____	_____ / _____	_____ / _____	_____ / _____	_____ / _____

Other Officers Names  
& Home Addresses

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Irrevocable Proxy? Yes/No

If yes Shareholder with majority voting control: \_\_\_\_\_

Is Shareholder a holding Company? Yes/No

If Yes:

Name of Beneficial Owner	Percent of Beneficial interest
_____	_____

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If corporation is authorized to issue different classes of stock, so note and attaché the provisions in the articles of incorporation stating the rights of each class of stock.

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**Green Automotive Company, Inc Dealer Profile Sheet**

Dealership Name

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Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Dealer Principal \_\_\_\_\_

General Manager \_\_\_\_\_

Sales Manager \_\_\_\_\_

Service Manager \_\_\_\_\_

Parts Manager \_\_\_\_\_

Office Manager \_\_\_\_\_



# Green Automotive Company, Inc.

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This Letter of intent (LOI) Green Automotive Company, Inc. ,herein after referred to as Green Automotive Company Inc, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

herein after referred to as *Dealer*. This non-binding LOI confirms the commitment of the Dealer and Green Automotive Company, Inc to enter into a Dealer Sales and Service Agreement (“Agreement”) with Green Automotive Company, Inc for consideration as a Zotye dealership. Subject to Green Automotive Company, Inc approval and execution of Agreement, Dealer will be considered for the territory defined at the proposed dealership address. Additionally, approval of the territory and execution of the Agreement is contingent upon both parties meeting all applicable state licensing laws.

The Dealer understands that an integral portion of the application approval is based upon the Dealer’s ability to comply with the terms or a *Dealer Sales & Service Agreement*. Therefore, the Dealer hereby expressly agrees to provide Green Automotive Company, Inc with all documentation required in Green Automotive Company, Inc’s *Dealer Application Package* (the “Package”) within 10 Business days after receipt of said Package. **The application fee is fully refundable if the completed Package is subsequently rejected by Green Automotive Company, Inc. Upon acceptance the dealer understands and agrees that the application fee is non-refundable.** Dealer also understands that acceptance of this application is at the sole discretion of Green Automotive Company, Inc.

The Dealer will tender \$100,000 with the package that will be applied to the Dealer Package. Dealer acknowledges and agrees that failure to provide any document(s) required by Green Automotive Company, Inc within ten (10) business days time frame, regardless of reason, shall relieve Green Automotive Company Inc of any further obligation(s) of any kind to Dealer. The Dealer agrees to the financing requirements of providing a \$ 500,000 minimum Floor Plan.

This non-assignable LOI shall be super ceded by and executed dealer Sales and Service Agreement. This letter is only an expression of the basic terms and conditions to execution an agreement. Additionally, the laws of the State of Green Automotive Company, Inc shall govern the validity of this LOI. Furthermore, Dealer agrees that any disputes arising out of this LOI shall first be submitted to mediation in Texas. If unresolved through mediation, it will be arbitrated in Texas. Last, the applicant(s) represent themselves to Green Automotive Company Inc to be authorized to sign on behalf of the dealer and the represented Dealer above is an existing legal entity.

Dealer

Approved and Accepted

\_\_\_\_\_  
**Authorized Dealer Signature**

\_\_\_\_\_  
**Green Automotive Company, Inc**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Letter of understanding

I \_\_\_\_\_ (Dealer) of \_\_\_\_\_ (Company), that entered into the Letter of Intent dated \_\_\_\_\_ understand and acknowledge the following:

1. That an integral part of becoming a Green Automotive Company, Inc Dealer required that the following financing terms and conditions be met as part of the to be executed Dealer Sales Agreement:

**Floor Plan Letter:**

The Dealer will obtain a minimum of Five hundred thousand dollars (\$500,000) Floor Plan Letter. This Floor Plan Letter must be on Bank letterhead and must contain ABA#, Account# and electronic drafting procedure instructions. The Dealer will obtain the Floor Plan Letter upon Green Automotive Company, Inc. acceptance as a New Dealer.

2. Dealer understands that the introduction of the Green Automotive Company, Inc products to the market referenced on the said letter of intent will occur before the year ending 2010.

\_\_\_\_\_  
Dealer Signature

\_\_\_\_\_  
Green Automotive Company, Inc

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Dealer's Floor Plan Information

Dealer's flooring limits are: \$ \_\_\_\_\_ . Daily maximum limit, if any, is \$ \_\_\_\_\_ .

Special restrictions, if any: \_\_\_\_\_ .

### Financing Instructions:

Bank Code \_\_\_\_\_ Bank # \_\_\_\_\_ ABA # \_\_\_\_\_

\_\_\_\_\_ Bank Acct # \_\_\_\_\_

( Bank Name)

By: \_\_\_\_\_

(Name of Authorized Officer)

(Title)

\_\_\_\_\_

(Bank Street Address)

(City, State, Zip Code)

\_\_\_\_\_

(Date)

(Telephone/Fax Number)

\_\_\_\_\_

(Email Address of Bank Officer)

### GREEN AUTOMOTIVE COMPANY INC. DEALER ACKNOWLEDGMENT

The undersigned Dealer acknowledges the above authorization and requests that Green Automotive Company, Inc. draft on the above-named financial institution for vehicles sold, shipped, or delivered to it. The undersigned Dealer understands that said financial institution's authorization does not affect its primary obligation to pay for said vehicles.

### Dealer:

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Title)

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**INITIAL DEALER PACKAGE**

**INITIAL DEALER PACKAGE** \_\_\_\_\_ \$100,000

Initial Dealer Package will consist of the following items:

- . Initial Parts Kit.
- . Information / Systems Applications.
- . Special Tools, Service and Parts Manuals.
- . Point of Sale / Showroom Marketing Elements.
- . Sales, Service and Parts Training
- . 100,000 Shares of GACR Stock

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## Mutual Non-Disclosure Agreement

The undersigned (“Recipient”) hereby agrees that all financial and other information (“Information”) that it has and will receive concerning Green Automotive Company, Inc is confidential and will not be disclosed to any individual or entity without prior written consent.

The information shall remain the property of Green Automotive Company, Inc and shall be returned to Green Automotive Company, Inc promptly at its request together with all copies made thereof.

Recipient acknowledges that no remedy of law may be adequate to compensate Green Automotive Company, Inc for a violation of the Agreement and Recipient hereby agrees that in addition to any legal or other rights that may be available in the event of a breach of hereunder, Green Automotive Company, Inc may seek equitable relief to enforce the Agreement in any Court of competent jurisdiction.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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