

CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

This Confidentiality Non-Disclosure Agreement (the "Agreement") is made this ___ day of March, 2019 (the "Effective Date") between New City Auto Group, Inc. d/b/a Prime Time Nissan of Schererville, an Indiana corporation ("Dealer" or "Debtor") and _____ ("Candidate"). Dealer and Recipient shall sometimes hereinafter be referred to collectively as the "Parties" and individually as a "Party." For the purposes of this Agreement, the term Dealer shall include its respective affiliated and/or related parties (including but not limited to Nissan North America, Inc.) and any of its, and the affiliates' and related parties' agents, representatives, assigns, or claimants as well as any officer, director, trustee, agent, employee, predecessor, insurer, or successor of any such entity.

The Parties desire to discuss with each other and investigate the possibility of Recipient becoming a "Qualified Bidder" (as that term is defined in the Amended Motion to Authorize (1) Bidding Procedures and Bid Protections, (2) Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Interests, (3) Assumption and Assignment of Related Executory Contracts and Unexpired Leases, (4) Form and Manner of Notice with Respect Thereto, and (5) Related Relief along with each of the Exhibits thereto In Re: New City Auto Group, Inc., Chapter 11 Proceeding, Case No. 18-21890, Doc 231 (the "Sale Motion") as it currently is before the Court (the "Court")) and eventually acquiring substantially all of Dealer's Assets (as defined in the "Sale Motion") (the "Potential Transaction"). In order to evaluate the Potential Transaction, the Parties desire to engage in discussions and obtain certain information that is potentially Confidential Information (as defined below). The Party disclosing the Confidential Information is hereafter referred to as the "Disclosing Party," and the Party receiving the Confidential Information is hereafter referred to as the "Recipient." The Parties are willing to engage in such discussions and provide such information subject, however, to the specific covenants and conditions set forth herein.

IN CONSIDERATION of the foregoing, the benefits to be derived hereunder and the mutual promises contained herein, the Parties hereby agree as follows:

1. "Confidential Information" Defined. "Confidential Information" means nonpublic information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure should be reasonably know to the Recipient to be confidential. "Confidential Information" includes, without limitation, all information, documents, data and materials disclosed or made available (either orally or in writing) by Dealer, or its employees, officers, directors, members, managers, agents, representatives, affiliates or subsidiaries, to Recipient, or its employees, officers, directors, members, managers agents, representatives, affiliates or subsidiaries, that relates to business plans, strategies, techniques, procedures, policies, organization, products, services, supplies, facilities, owners, management, employees, compensation, benefits, financing, credit, accounting, audits, financial statements, financial condition, reports, records, security, suppliers, competitors, clients and customers, potential customers, customer lists, customer requirements, customer files, accounts, price lists, purchasing, pricing, discounting, costs, debts, assets, advertising, promotion, marketing, marketing methods, marketing strategies, sales, sales presentations, sales materials, as well as other information generally regarded as confidential in the automotive industry, and copies and derivatives of all of the foregoing, whether in tangible, magnetic, electronic, digital or any other form, format or medium, and whether or not published, patented, copyrighted, registered or suitable therefor. Every communication between Dealer and Recipient, whether written or oral, shall be presumed to be confidential and proprietary and to contain Confidential Information.

2. Exclusions. Notwithstanding the foregoing, the term "Confidential Information" does not include information that is: (a) generally known in the automotive industry; (b) readily ascertainable by proper means by competitors of Dealer through sources independent of the Parties, through no act or fault of Recipient; or (c) owned, created, conceived or first reduced to practice by Recipient, either alone or together with others, prior to the date of this Agreement, as proven through substantial written or other tangible evidence all without Recipient having breached an obligation of confidentiality owed to the Disclosing Party.

3. Ownership of Confidential Information. The Parties acknowledge and agree that the Confidential Information is proprietary and confidential, that unauthorized disclosure or use of it would cause substantial loss and irreparable harm to Dealer, and that it is owned exclusively by and constitutes trade secrets of Dealer. As owner

of such rights, Dealer may exploit, market, sell, assign or otherwise deal with its Confidential Information as it deems appropriate in its sole discretion. Recipient shall not alter, modify, subvert, delete or destroy any Confidential Information without the prior written consent of an authorized officer of Dealer.

4. Obligations of Recipient. In consideration of the disclosure to Recipient of Confidential Information, Recipient hereby agrees to treat the Confidential Information, and to hold all notes, records, correspondence, memoranda, files, and other media, documents, items and materials of any kind that contain any Confidential Information, in strict confidence, and to undertake the following obligations:

(a) to use the Confidential Information solely and exclusively for the purpose of evaluating the Possible Transaction, and for no other use or purpose whatsoever including, without limitation to compete in any way with Dealer;

(b) to receive, use, deal with and treat the Confidential Information, in total and complete confidence, as trade secrets, in each and every respect;

(c) not to disclose or otherwise identify Dealer (including Dealer's name, brand and logo) orally or in any of Recipient's media or advertising disseminated by Recipient to Recipient's clients, customers, potential clients or customers or any other persons until such time as a formal business relationship is established with Dealer, at which time the parameters of such use and identification will be set forth in a written document signed by both Parties.

(d) not to duplicate, disclose or disseminate the Confidential Information or any part thereof to any third person for any purpose whatsoever, at any time, except to the extent that Recipient may, of necessity, need to disclose the same in professional confidence to its attorneys or business consultants engaged to assist it, and solely for the purpose of assisting it, in the evaluation of the proposed transactions with Dealer and on the condition that each such person agrees to be bound by the terms of this Agreement; and

(e) to destroy all sets of documents, items and materials, in their entirety, including all copies and records thereof, to Dealer upon the earlier of (i) receipt of a request therefor from Dealer; or (ii) a decision by Recipient not to enter into the proposed transactions with Dealer; or (iii) not becoming a Qualified Bidder or an order is issued by the Court authorizing the sale to another person.

5. Acknowledgments: Enforcement. Recipient acknowledges and agrees that the Confidential Information is proprietary to and a valuable trade secret of Dealer, and that any unauthorized disclosure, use or copying thereof (or of information that might have been obtained from Dealer) will cause irreparable harm and loss to Dealer. Recipient hereby agrees that if he/she or any of his/her agents, employees, representatives or affiliates engages in any act in violation of the provisions of this Agreement, Recipient agrees that Dealer shall, in addition to such other remedies and damages as may be available, be entitled to an injunction prohibiting Recipient and such other persons from engaging in such act, as well as the disgorgement by Recipient of all proceeds, compensation, fees, dividends, consideration, profits and the like received by Recipient in connection with the disclosure or use of the Confidential Information in violation of this Agreement. The failure of Dealer to take any action under this Agreement, or the waiver of a breach of this Agreement, shall not affect Dealer's rights to require specific performance hereunder or constitute a waiver of any subsequent breach. The Confidential Information shall be entitled to receive any and all protections thereof otherwise available under applicable law, and the Parties may seek to enforce any of their rights with respect thereto.

6. Severability and Modification. If any provision contained herein is deemed to be unenforceable, the Parties agree that a court may modify and enforce such provisions to the extent that it believes to be reasonable under the circumstances existing at the time and to the extent such modification represents the basic intent of the Parties. Such unenforceability shall not affect the validity of any other provision.

7. Survival of Restrictions and Obligations. The restrictions and obligations of this Agreement shall survive any termination or cancellation of this Agreement and shall be binding upon each of the Parties, their

employees, agents, representatives, affiliates and any and all others assisting such Party in its evaluation of the Potential Transaction.

8. Negation of Rights, Licenses and Ownership. No rights, licenses or ownership, express or implied, are hereby granted to Recipient to any of the Confidential Information including, without limitation, to any patents, trademarks, service marks, trade names, copyrights or trade secrets of Dealer, as a result of or related to this Agreement.

9. No Obligation to Complete Transaction. The Parties hereby acknowledge that this Agreement shall not obligate or bind either Party to enter into or complete any ultimate transaction with the other Party hereto.

10. Costs of Enforcement. In the event of a dispute between the Parties arising under this Agreement, the Party prevailing in such dispute shall be entitled to collect such Party's costs from the other Party, including without limitation court costs and reasonable attorneys' fees.

11. Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Indiana, without reference to principles governing choice or conflicts of law.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to all or part of the subject matter herein. No Party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The Parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all the Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

“Dealer” / “Debtor”

“Candidate”

By: _____
Michael P Shanahan, Special Counsel for Debtor

By: _____

Name: _____

Title: _____