

**JIM BUTLER CHEVROLET, INC., JIM BUTLER IMPORTS, LLC, JIM BUTLER ITALIA,  
LLC, JIM BUTLER AUTOGROUP LLC, LINN POWERHOUSE HOLDINGS LLC, JIM  
BUTLER USED CARS LLC**

**ARBITRATION AGREEMENT**

This Arbitration Agreement (the "Agreement") is entered into between ("Employee" or "you") and Jim Butler Chevrolet, Inc., Jim Butler Imports LLC, Jim Butler Italia, LLC, Jim Butler Autogroup, LLC, Linn Powerhouse Holdings, LLC, Jim Butler Used Cars, LLC and any or all affiliates. (the "Company") (collectively the "Parties" or "we"), effective as of January 1<sup>st</sup>, 2019.

The Company believes that any potential employment disputes between you and the Company can be resolved quickly and informally by addressing them within the Company. However, we recognize that some disputes cannot be resolved without outside help. Therefore, we are asking you to agree to a process called arbitration to resolve disputes between us.

We believe arbitration, which is similar to litigation in court, has many advantages over litigation, including speed and efficiency for all parties. An arbitrator's role is like that of a judge's and she or he can award nearly all of the same monetary remedies that a judge or jury could.

Because the Company believes that arbitration is a better way to have disputes heard, we require all employees to sign this Arbitration Agreement as a condition of employment. In this Agreement, you are agreeing in advance to have all disputes resolved through private arbitration as opposed to a judge or jury. You are also waiving (giving up) any constitutional or statutory right you may possess to have your claim addressed by a court of law.

You will not be allowed to continue employment with Company unless we receive a signed Arbitration Agreement from you. By signing this Agreement, you agree to and understand the following:

1. Binding Arbitration. You and Company mutually agree to submit any claim or dispute concerning, arising from, or relating to your employment with Company for resolution by final binding arbitration under the Employment Arbitration Rules and Mediation Procedures (the "Rules") of the American Arbitration Association ("AAA") in effect as of the date of this Agreement, which are attached to this Agreement. Claims shall be heard by a single arbitrator, subject to Paragraph 6 below. If we are unable to agree to any arbitrator, AAA (or other arbitration service agreed to by both parties) will appoint one from its Employment Panel of Neutrals or equivalent roster. Both you and the Company are giving up any right to have Covered Claims, as defined below, decided in a court of law before a judge or a jury.
2. Consideration. By signing below, both you and the Company agree that we have exchanged adequate consideration to support this Agreement. The consideration includes, without limitation, any of the following: (a) a payment of \$100.00 (subject to standard deductions and withholdings) paid to you upon signing the Agreement; (b) our mutual agreement to arbitrate all Covered Claims; (c) the Company's agreement to pay the costs outlined in Paragraph 6, below; and (d) your employment with the Company.
3. Procedures. The arbitrator shall conduct the hearing in accordance with the Rules, including permitting the Parties to engage in discovery, such as a reasonable number of interrogatories, requests for production of documents, and depositions. The arbitration hearing shall take place within 50 miles of your employment with the Company, unless an alternative location is chosen by mutual agreement.

4. Confidentiality. The Parties agree that to the maximum extent permitted by law, all information relating to the dispute or claim being resolved by arbitration will be kept strictly confidential. To this end, the parties agree, and the arbitrator shall issue an order providing, that all pleadings, motions, discovery responses, depositions, testimony, and documents exchanged or filed in relation to the arbitration be kept strictly confidential and that any award issued by the arbitrator shall be entered under seal in a court of competent jurisdiction. The Parties further agree that any party may seek a separate order from a court of competent jurisdiction enforcing the arbitrator's order protecting the disclosure of pleadings and other information. Before disclosing any information pertaining to the dispute or claim being resolved by arbitration (if disclosure is required by law), the disclosing party must first give the other party reasonable written notice of the intended disclosure and an opportunity to protect that party's interests.
5. Governing Law. The arbitrator shall conduct the arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. (the "FAA"), which shall govern the interpretation and enforcement of and all proceedings under this Agreement. The arbitrator shall have the power to award all remedies that could be awarded by a court or administrative agency under the substantive law governing the claim or dispute.
6. Costs. The Company will pay AAA's administrative fees (or other agreed upon arbitration service's fees) as well as the arbitrator's fees and expenses for one arbitrator. In the event that either party requests that the claim be heard by a three-arbitrator panel, the cost of the additional arbitrators shall be borne by the requesting party. All other costs and expenses associated with the arbitration, including, without limitation, each party's respective attorneys' fees, shall be borne by the party incurring the expense, unless otherwise ordered by the arbitrator.
7. Judgment. The arbitrator shall render a reasoned written decision and award within 30 days after the close of the arbitration hearing. The prevailing party may enter judgment in any court with jurisdiction, subject to the confidentiality obligations detailed in Paragraph 4, above. The award may be vacated or modified only on the grounds specified in the FAA.
8. No Right to Aggregate Claims. You may not aggregate your claim(s) with the claim(s) of others, whether through a class action, collective action, or any other means. To the maximum extent permitted by law, you waive any right to bring on behalf of persons other than yourself, or to otherwise participate with other persons in, any class, collective, or representative action or any other action under federal, state or local statute or ordinance of similar effect. You retain the right to bring claims in arbitration for yourself as an individual.
9. Covered Claims. Except as provided in Section 10 below, this Agreement covers all claims that could be asserted by or against you or Company (the "Covered Claims"), which include, without limitation, claims:
  - a. concerning any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement;
  - b. whether in law or in equity, that in any way concern, arise from, or relate to your employment, hiring, or separation from employment with Company;
  - c. that arise under any laws governing the employment relationship or the terms and conditions of employment, including, without limitation, laws concerning unlawful discharge, wrongful termination, compensation;

- d. discrimination, harassment, retaliation, whistleblower protection, civil rights, equal opportunity, leave of any kind, overtime, medical conditions, military service, accommodation, or disability;
- e. for alleged injuries, damages, remedies or relief, including, without limitation, claims for economic damages, emotional distress damages, compensatory damages, punitive damages, liquidated damages, exemplary damages, wages, back pay, front pay, interest, costs, attorneys' fees, injunctive relief, or equitable relief;
- f. that could be asserted under federal law, state law, local law, statute, regulation, code, ordinance, executive order, or common law, including all manner of tort (injury to person or property) or contract claims; and
- g. for breach of your non-competition, non-solicitation, trade secret, or confidentiality obligations.

10. Claims Not Covered. The only claims not covered by this Agreement are:

- a. claims alleging discrimination or harassment based on race, color, religion, national origin, or sex, in violation of Title VII of the Civil Rights Act of 1964;
- b. any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention;
- c. claims for benefits under a Company benefits plan covered by ERISA;
- d. claims for workers' compensation or unemployment compensation benefits;
- e. claims or charges filed with the National Labor Relations Board for violations of the National Labor Relations Act (NLRA), including charges related to "concerted activity" protected by the NLRA;
- f. claims for a temporary restraining order, preliminary injunction, or any other provisional remedy allowed by law or the applicable rules of civil procedure from a court of competent jurisdiction pending the outcome in arbitration of a Covered Claim;
- g. any whistleblower claims made pursuant to the Sarbanes-Oxley Act or the Consumer Financial Protection Act;
- h. criminal claims; or
- i. any other claims specifically excluded by law.

11. Protected Filings and Prohibition on Retaliation. You may file administrative claims or charges with government agencies such as the Equal Employment Opportunity Commission. Company will not take any prohibited adverse employment action against you for initiating or participating in an arbitration.

12. Entire Agreement / Severability. This Agreement constitutes the entire agreement between the Parties with respect to arbitration of claims and disputes and it supersedes any prior negotiations and agreements, whether written or oral. This Agreement may be amended only by a written instrument setting forth such changes. If any provision of this Agreement is declared invalid or unenforceable by the arbitrator, the arbitrator may modify that provision as necessary to render it enforceable and effectuate the intent of the parties. If the provision cannot be modified, it shall be severed and the remainder of this Agreement will remain valid and enforceable to the maximum extent permitted by law.
  
13. Employment At-Will. This Agreement does not constitute a contract of employment for any period of time. Either you or Company may terminate your employment at any time for any lawful reason, with or without notice.

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**Employee Signature**

**Date**