



Stemnock & Associates

Consulting Group, LLC

presents the

STAR DEALER Education Program

*Powerful training for an enhanced and
profitable dealer network*

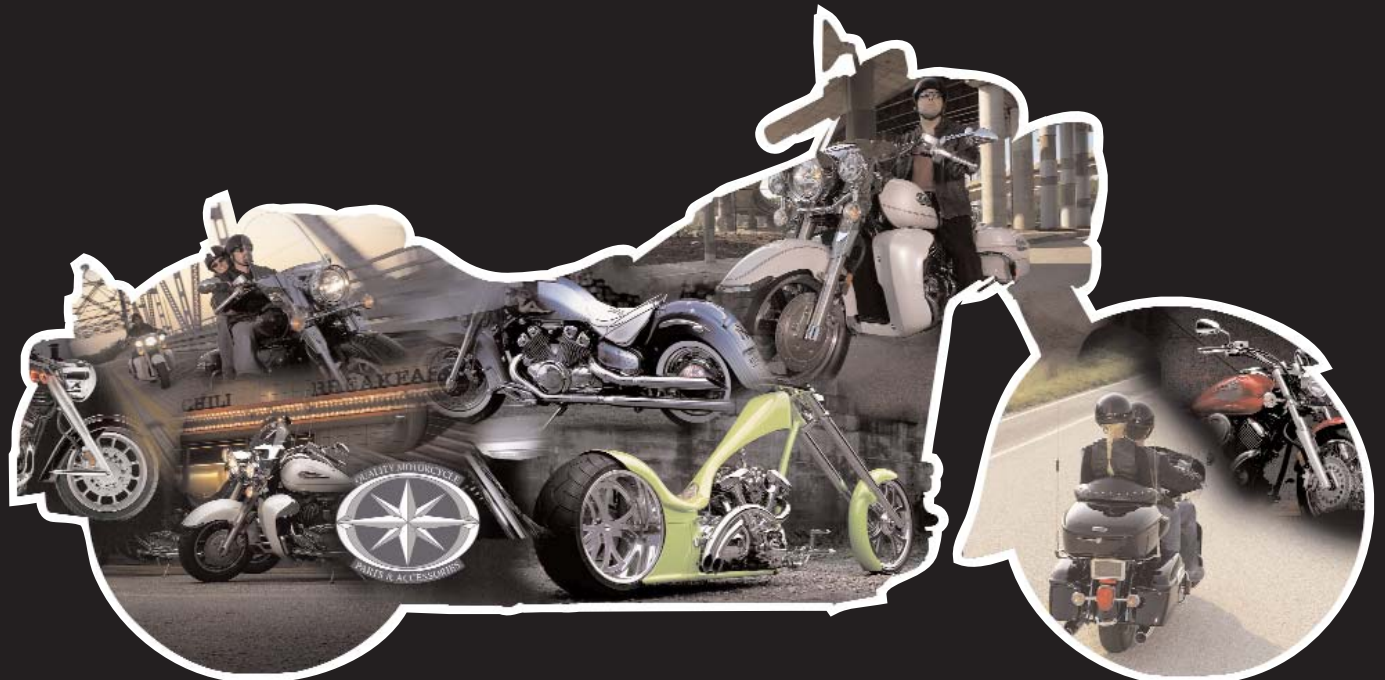




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"If you're going to do something, be the best"
- Genichi Kawakami

YOUR WANTS & NEEDS

As manufacturers of award winning motorcycles you enjoy industry recognition and consumer confidence. As an industry leader you derive benefit from your heritage of excellence, the tenure of your team, the strength of your brand and you enjoy the unique position of leading the way forward for your dealer partners.

You want to take the initiative to provide meaningful rewards to dealers who commit themselves to brand loyalty, standards, good business planning and increased profitability. You want consumers to know, with 100% assurance, that the purchase of a Yamaha Star Motorcycle represents creating a bespoke biking experience, a commitment to extraordinary quality, attention to detail, and exceptional value. And you want to create loyalty to the Star brand and Yamaha family.

As content providers and trainers specializing in dealer channel training, we share your commitment to enhanced consumer confidence and skill-building for your dealer network. We want to partner with you to provide a solutions-based training program that addresses your need for increased sales, professionalism and business acumen; expertise that is necessary for your dealers to succeed and grow. We join you in dedicating ourselves to affording your dealers the opportunity to develop their skills and participate in a content rich curriculum that will assist them in achieving their goals.

2005 OEM COLORS
CUSTOM COLOR IDEAS

LEFT SIDE PROFILE

ROAD STAR

1. Click on a category and accessories will appear.
2. Click and drag an accessory onto the bike to install.
3. To remove an accessory, click and drag it off the bike or click that accessory's remove button.

WINDSHIELDS

SHOPPING LIST	
MSRP Estimate (total)*	\$15054.81
MSRP Estimate (accessories)*	\$3955.81
Base Price	\$11099.00
Competition Carburetor Jet Kit SPD-4WM09-49-10 \$49.95	
Silverado Saddlebag Mounts STR-5GA73-40-00 \$139.95	
Windshield Mounts STR-4WM03-40-00 \$99.95	

Save | Print Bike & List | Add To Wish List | Clear All

CHOOSE A CATEGORY

- BILLET
- CHROME
- LEATHER & LUGGAGE
- PERFORMANCE
- SEATS & BACKRESTS
- WINDSHIELDS

*Prices are subject to change. Installation and custom paint costs are not included.



The following summarizes our understanding of the Yamaha's Star Motorcycle Management Team objectives with regards to training your dealer partners:

- You want to build upon your outstanding reputation for excellence and quality of product and service
- You need your dealer partners to be profitable, in both the short and long term, and you want them to deliver an excellent customer experience
- You need exceptional business relationships with your dealer partner network
- You need training and business awareness that emphasizes the standards of brand loyalty and strength and enhances the way the dealer partners do business, not only because it's good business... it's fundamental to growth
- You want to increase profits at dealership level through brand recognition with a focus on the cruiser customer, and via customer loyalty
- You want a dealer group that focuses on building value and relationships with consumers
- You need a dealership network that will move inventory at profitable levels
- You need to establish benchmarks and quality standards and you need to remove obstacles for your dealer partners in reaching those standards
- You need synergy between Star Motorcycles and your dealer partner network on building customer satisfaction standards, working together to attain, retain and maintain Star Cruiser Customers
- You want a program that focuses on the relationship between building sales AND increasing CSI scores, realizing that they go hand-in-hand for on-going development
- You need a dealer network that builds dealership loyalty and Yamaha Star brand loyalty
- You need your dealers to understand the importance of team work in a retail environment for an exceptional customer experience; from purchasing to accessories to service
- You want a profitable dealer network to help keep your bottom line healthy



Your dealers are a direct reflection of Yamaha's Star brand and standards. They must stay focused and committed to running a professional operation and providing superb service, regardless of size or volume. Your dealers need skill building programs in place, with easy and affordable access to these programs. As we understand it, you want to contribute to your dealer partners' skills and provide them with solutions that result in increased profits and standards.

- Your dealers want support, recognition, respect and rewards for their efforts
- Your dealers need direction on development for themselves, their dealership & their team
- Your dealers need tools and skills to increase profitability and standards
- Your dealers need training that shapes skills to position them as the best in sales and customer service, providing exceptional levels of service and exceeding established standards
- Your dealers need to view Yamaha Star team members as their personal business experts and partners in building sales, profitability and service standards
- Your dealers need to build outstanding and long-term relationships with their customers, creating Star brand loyal customers
- Your dealers need to be an extension of your internal sales team with business awareness that develops and extends the value of your brand
- Your dealers need to understand the value of proving exceptional service and achieving increased CSI rankings
- Your dealers need a training program that is "Industry Specific", not generic, and covers skill building that addresses the challenges they face day-in and day-out
- Your dealers want a training program designed by industry experts, produced by specialist with experience in channel training, dealership management and continuing adult education that brings business expertise and experience to the table

Stemnock & Associates Consulting Group will address your dealer partner's needs and your desire to support and enhance their skills; assisting you in achieving your goals. Our expertise in instructional design, adult learning and online training assures you will get the best learning system for your investment. Our proven track record is your guarantee of success for this critical project and we produce significant and measurable returns on investment for our clients.



"I believe that the most important thing when building a product is to always keep in mind the standpoint of the people who will use it."
- Genichi Kawakami

Based upon our understanding of your needs and the needs of your dealers we have listed out a selection of training content options. This allows you to prioritize and address your training requirements to suit your business demands, seasonality, budget and preferences Like a Star Motorcycle, we'll build the program, and you make it your own. We have proposed two different agendas.

OPTION #1

features a training menu of slightly over 18 hours, covering selected curriculum over 2 ½ days (see sample tentative schedule below). The 18 hours of training material listed below do not include the breaks, meal periods and social interaction, only the training curriculum.

OPTION # 2

features a training menu of 14 hours, covering selected curriculum over 2 days, and like the more expanded option, it does not include the time allotted for breaks, lunch and social interface. Any of the courses below will be customized for Yamaha Star dealers and the curriculum may be adjusted to expand or contract based upon the emphasis and priority you want to place on each specific course.

TRAINING CONTENT MENU

Business Planning & Improving Profitability

- Profit is Okay!
- Business Planning; what is it & how it saves your dealership?
- Where should your Profit Levels be?
- What are the ABC's of Profit Levels?
- Net Profit Comparisons Departmentally
- Data Needs in Building your Plan
- P&L Statements; Review & Departmentally Input that Impact the Bottom Line Net
- Ratios Analysis
- Balance Sheet Management ... Why?
- Chart of Accounts; Development, Review & Management
- Cash Flow Planning and Management
- Benefits of Forecasting and Planning
- Inventory
- The Essential Elements of "How To"

Curriculum includes: Three case studies covering different variables completed in break out sessions with worksheet charts for the case study and dealership 'take home' packets.

Sales Systems; Cultivating Sales & the Cruiser Customer

- Trends: What are They? What do they Mean?
- The Difference & Differentials: The Sales Cycle: versus The Cruiser Prospect & Customer
- Establishing the Relationship
- The Dangers of Discounting
- How Damaging are Discounts?
- Discount Irrationalities
- Breaking the Discount Cycle
- Improving your Sales Strategy
- Female Friendly Sales Presentations
- What are Sales Opportunities?

Curriculum includes: Statistical data studies to set the stage for the rest of the training effort.



Process Mapping & Service Recovery

- What is Process Mapping?
- The Steps to Process Mapping
- The ABC 's of Mapping out the Shop
- What keeps Customers Coming Back?
- The Importance of Service Absorption
- Seasonal Strategy
- Loyalty Building Service Recovery
- Service Diagnostics for the Cruiser Customer
- Dispatch Guide Sheet
- Tech Advisory Loyalty Program
- Comeback Form
- Fix it the First Time & Comeback Logs
- Comeback Reporting: Service Advisory and Technician Advisory
- Determining the Affects on the Bottom Line
- Tracking Satisfaction
- The Keys to a Profitable Shop:
 - Scheduling
 - Write up
 - Q.C.
 - Delivery
- Shop Variables
- Recovery Steps
- Commitment to Improvement

The Power of Profit & Accessorizing

- Creating the Environment
- Teams Make More Money
- Optimizing Space- Star Accessories
- Effective Layout for Increased Sales
- Selling Accessories: Ask, Listen, Learn
- Impulse Purchases = Inventory Levels
- Service & Add Ons

Branding Your Dealership

- The Personality of a Brand
- Why you need to Brand Locally
- Branding; How & What You Already Do at Dealership Level
- How & Where to Start
- Communicating Your Brand Identity
- The Power of a Brand & Why Consumers Trust Well Known Brands
- The Reasons to do it & the Changes it Produces

Developing a Successful Dealership Marketing Plan

- Why EVERY Dealership Needs One
- How to Identify the Cruiser Market for Dealership Targeting
- How to Program your Marketing Effort
- Setting up the Budget
- The Seven Sentence Marketing Plan
- CRM; Customer Relationship Marketing
- When, Where & How to Market
- Responsibility for Planning
- The ROI; Measuring Results for Future Planning

Curriculum includes: Break out sessions on building a plan month -by- month, identifying the marketing tool application, costs, totals of various tools, co-op funds available, out of pocket expenses, and net cost.

Sales Management

- Charting Trends per Sales Person
- The 7 Stages of Setting Sales Goals
- Monthly Goal Planning
- The Importance of Managing a Sales Staff
- Conducting Successful Sales Meetings
- A Week at a Glance in Sales
- Holding Gross Margin
- Forever Profitable Commission Programs
- Best Practices
- Training the New Hire
- Developing Realistic Job Expectations
- Team Sales Management Systems
- Improving Sales Opportunities through Trades
- Turning Trades Into Profits
- Performance Evaluation Through Measurement
- Coaching Responsibility



Leadership & Team Communications

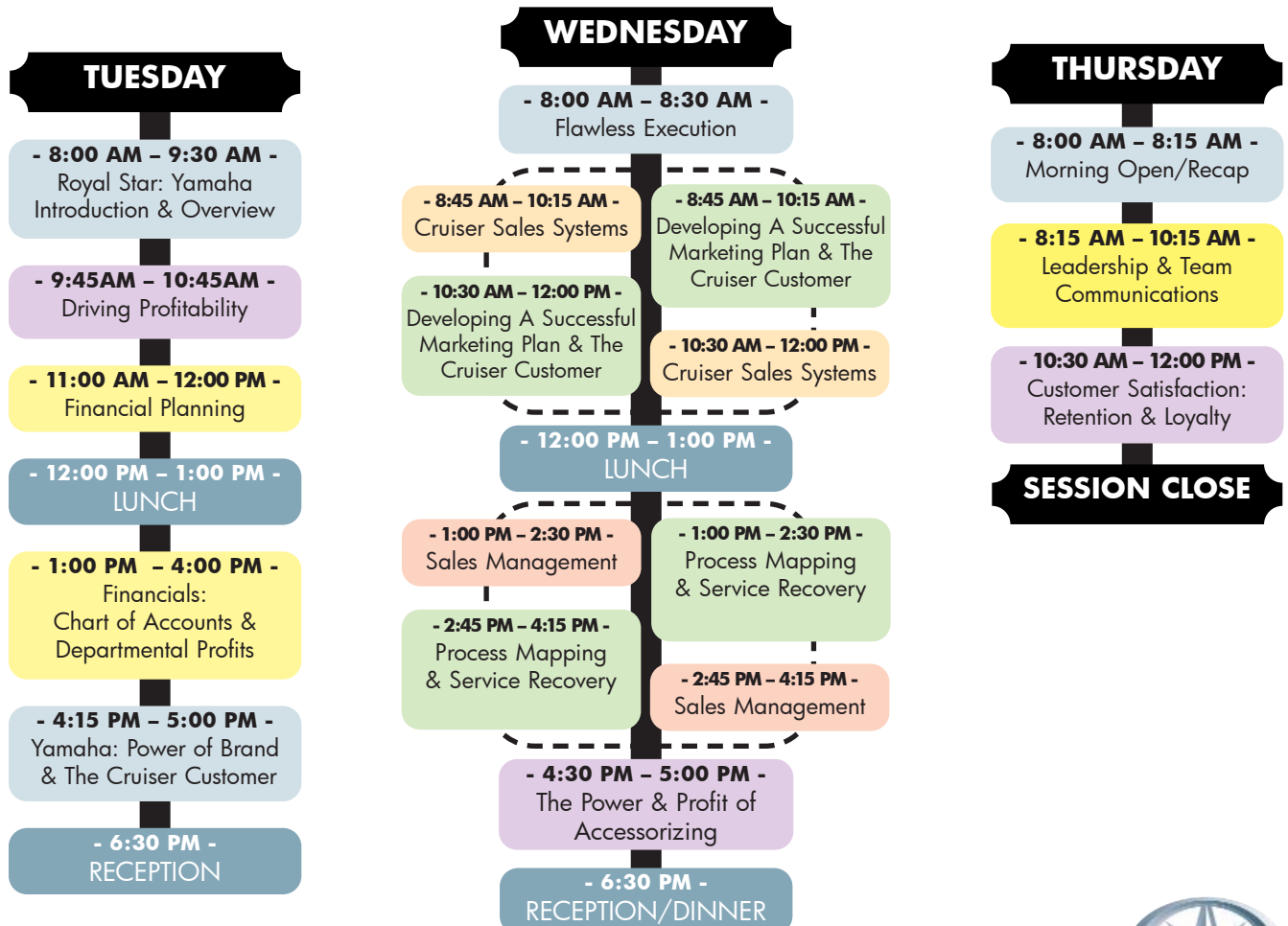
- Why are Teams Necessary?
- The 4 Stages of Team Development
- The Elements of High Performance Teams
- Defining the Concept of Leadership
- Distinguishing between Management & Leadership
- Leading Others with Diverse Behavioral Styles
- Framing the Unpleasant Message
- Removing Departmental Walls to Serve the Customer
- Distinguish Between Real Conflicts & Misunderstandings
- Create the Team Mission
- Focus on CSI and Customer Loyalty

Curriculum Includes: Team work exercise focused on high sales growth, strong productivity in service with a twist on how to handle growth as CSI slips.

The Financial Impact of CSI

- Customer Service
- The True Value of a Customer
- The Relationship between Problems and the Probability of Repurchasing
- The Value of Cruiser Loyal Customers
- Selling Expectations:
 - Products with a Distinguished Difference from the Competition
 - Products; when price is not the primary buying decision
 - Products with a higher service component
- Customer Loyalty: How to create customers for life.
- Centric, Socialization Activities, VIP Activities
- How Loyal Employees lead to Loyal Customers
- How your CSI Rating Equals the Bottom Line
- Variables; the affects over a 5-year time span

SAMPLE /TENTATIVE TIME & CURRICULUM AGENDA: Option # 1



SAMPLE /TENTATIVE TIME & CURRICULUM AGENDA: Option # 2

Pre-Event

- 7:00 AM – 3:00 PM
Set Up & Rehearsal
- 3:00 PM – 7:00 PM -
Registration
- 7:30 PM – 9:00 PM -
WELCOME COCKTAIL
RECEPTION

Day 1

- 8:00 AM – 9:30 AM -
Royal Star: Yamaha
Introduction & Overview
- 9:45AM – 10:45AM -
Driving Profitability
- 11:00 AM – 12:00 PM -
Financial Planning
- 12:00 PM – 1:00 PM -
LUNCH
- 1:00 PM – 3:00 PM -
Financials:
Chart of Accounts &
Departmental Profits
- 3:15 PM – 5:00 PM -
Yamaha: Power of Brand
Your Marketing Plan &
The Cruiser Customer
- 6:30 PM -
RECEPTION/DINNER

Day 2

- 8:00 AM – 8:15 AM -
Morning Open/Recap
- 8:30 AM – 10:45 AM -
Sales Management,
Sales Systems & The
Cruiser Customer
- 8:30 AM – 10:45 AM -
Process Mapping
& Service Recovery
- 11:00 AM – 12:15 PM -
Process Mapping
& Service Recovery
- 11:00 AM – 12:15 PM-
Sales Management,
Sales Systems & The
Cruiser Customer
- 12:00 PM – 1:00 PM -
LUNCH
- 1:00 PM – 2:15 PM -
The Power & Profit of
Accessorizing
- 2:30 PM – 4:15 PM -
Customer Satisfaction:
Retention & Loyalty
- 4:15 PM – 4:30 PM -
**FULL GROUP
SESSION CLOSE**



It's the same level of commitment, attention to detail and passion for quality exhibited by Yamaha Motorcycles that Stemnock & Associates' applies to producing any training event on behalf of our clients. We offer full-service, turn key event management; from registration to the post-event thank you letters, we know how to develop, plan, anticipate, implement and execute a well-managed and professionally run event.

Based upon our conversation, we understand Yamaha Motor Sports prefers to manage the event duties internally. As a result, once a training menu selection has been made, further logistical steps will be provided and outlined, and we are happy to liaise directly with your appointed event manager.

Stemnock & Associates will be responsible for the following items and logistics:

- Stemnock & Associates will arrange one content development meeting at the Cypress location and one pre-conference meeting to coordinate the meeting logistics
- Stemnock & Associates will research dealers and develop all courses to the specifics of Star Cruiser customers as applicable
- Stemnock & Associates will include production and editing of an opening session video to be shown at each event
- Stemnock & Associates will supply all AV and AV technical support at each hotel/venue
- Stemnock & Associates will provide 4 on-site support staff for each event
- Stemnock & Associates will supply branded training banners and signage for each event
- Stemnock & Associates will provide all trainers and speakers and will be responsible for all room and tax charges while on-site at each event. Airfare and incidentals for trainers will also be the responsibility of Stemnock & Associates.
- Stemnock & Associates will absorb the costs of providing name tags, tent cards, agendas and coordinate the shipping of all support material (Yamaha will need to supply us rooming lists and names of each attendee 10 working days in advance of each event)
- Stemnock & Associates will provide all the branded training materials, including course specific training workbooks, power point presentations, worksheets, and any and all tools for breakout sessions
- Stemnock & Associates will provide a branded training program and supply Yamaha Motor Sports with PP templates and logo for any presentations made at each event by Yamaha Managers
- Stemnock & Associates will liaise with the hotel/venue contracted by Yamaha Motor Sports to provide them information on room assignments, arrival and storage of workbooks and other training materials
- Stemnock & Associates will need access to the designated General Assembly Room at each hotel/venue at least 2 days prior to the event start date



- Stemnock & Associates will coordinate with both Yamaha and the hotel to arrange rehearsals and sound checks for all AV equipment, speakers, trainers and presentations by any Yamaha Motor Sport Manager
- Stemnock & Associates will compile and complete an evaluation report for each event, providing feedback and critiques on each course, content and trainer
- Yamaha will be responsible for tracking dealer registrations, providing registration updates on an ongoing basis. (Registration tracking will include information on registrations levels, per event and include the correct spelling for each dealership and dealer name for each participant)
- Yamaha will need to supply Stemnock & Associates an assortment of promotional items as giveaways for classroom activities and group exercises for some of the workshops

Most importantly, with a team experienced in training development, event planning and professional on-site management, combined with industry specific trainers and speakers, your events will be proficiently produced, allowing your team to interact with their dealers and colleagues, enjoy the sessions and participate with the group.



"If you think education is expensive, try ignorance."
- Derek Bok, former President, Harvard University

INVESTMENT

Motivated by our aspirations of building an ongoing relationship with you and your team, and dedicated to producing an excellent ROI for Yamaha Motorcycles, the team at Stemnock & Associates presents the following rate quote. Please review the deliverables section to ensure accuracy.

Option #1: \$ 2,370.00 per participant (Based upon a minimum of 200 participants)

Option #2: \$1,990.00 per participant (Based upon a minimum of 200 participants)

Based upon award of the contract, our team will prepare an outline based upon the curriculum selected and begin the planning process for all production, development and delivery timelines.

By selecting Stemnock & Associates as your partner for this training program you will capture the benefits of our extensive training experience, creative talents and professionalism, realizing a substantial return on this essential training investment.



"Far and away the best prize that life has to offer is the chance to work hard at work worth doing."
-Theodore Roosevelt

SUMMARY

Stemnock & Associates Training and Consulting Group are uniquely suited to provide your dealers and their team member with specialized results-oriented training. Building upon the successes from our past years of producing training programs for dealers of recreational products, we are proud to say that the positive results & testimonials reported from hundreds of satisfied participants speak for themselves.

We are committed to helping you improve results from your dealer network by providing effective and efficient training solutions and we are pleased at the ROI and the significant impact produced as a result of training programs. Our proven track record, our expertise in instructional design, adult learning, the quality of our workbooks, trainers and marketing add value to your training investment and are our guarantee of success.

Join us to take advantage of this opportunity and enjoy the benefits of measurable success stories and expanded profits that accompany a proficient, competent and highly skilled dealer partner network.



"Well done is better than well said."
- Benjamin Franklin

PREFERRED CLIENTS

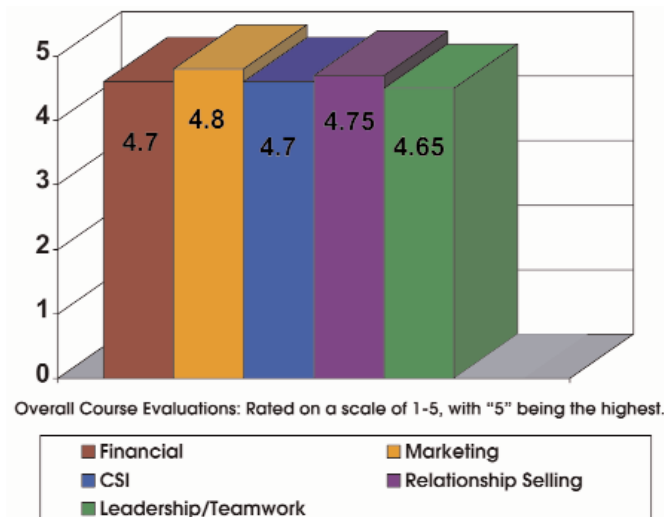
Stemnock & Associates is extremely proud of the relationships we've cultivated and established with our valued clients. An impressive list of leading manufacturers and distribution companies have embraced our philosophies and hired our team for a variety of projects. Demonstrating the best practices within business planning, financial management, sales, marketing and customer service, attracting and developing the best people, employing state of the art technologies and exceeding client expectations are all part of our mission.

Whether producing a 5-day training symposium, delivering an industry association keynote for 1,000 attendees, producing a web-based e-learning module or planning an event locally, nationally or internationally, we have the expertise you need. We provide our clients with the training product they need, within budget and on time. We want to acknowledge those who believe in our product and continue to utilize our services, as they are all important ingredients in our own growth.

The following is a list sampling of clients who have enjoyed our teams' abilities:

- Tampa Bay Buccaneers
- Yamaha Marine USA
- Clear Channel Broadcasting
 - Tampa Bay Lightning
- Sunshine Network Sports Channel
 - Fox Kids Club
- Home Shopping Network
- Florida Blood Services Foundation
- Yamaha Motor Canada, LTD
- Big Rock Sports Distribution
 - Cobalt Boats
 - Correct Craft Boats
- Take a Kid Fishing Foundation
- Guerrilla Marketing Productions
 - Univision
 - Telemundo

Our team is proud of the evaluations we receive and the results produced by the participants in our program. Through implementation of the ideas, methods, feedback and lessons presented at the workshops, many dealers have created success stories that illustrate the level of results a well-presented and comprehensive training program can produce at dealership level.



The chart above represents course evaluations from participants that appraised each workshop on content, presentation and relevance at dealership level.



Stemnock & Associates Consulting Group is composed of a unique collection of team members contributing a vast array of talent, skills and experience. Our well-rounded team members' expertise and specific knowledge has established Stemnock & Associates as a training and consulting company committed to enhancing business skills and profit levels.

Michael Stemnock

As the President and CEO of Stemnock & Associates, Michael holds degrees in both Finance and Marketing and has been operating a successful consulting and training company for over 20 years. After working with many clients who were frustrated by generic 'off-the-shelf' training programs, Michael realized he could serve his clients better by customizing training programs with a focus on dealer channel training. In addition, he took the progressive step of providing his training clients with full service media production to include extensive multi-media production and e-learning capabilities. His training and consulting services have ranged from the retail consumer industry to electronics and financial sectors, and now covers the marine, automotive, sporting goods distribution, and advertising industries.

Ann Williams

Ann Williams brings more than 20 years worth of brand management, operations, human resources, finance and marketing experience to the team. She has successfully developed, managed and launched many traditional and e-training initiatives, while leading the Media Service division to meet the diverse business training needs of our clientele. Her prior career experience includes decades in senior and executive management positions within the hospitality industry where she was responsible for multiple brands, franchises and locations. Expanding on her hospitality expertise within the USA, she set up European operations for a collection of luxury 5-star boutique hotels in London, where she was responsible for Human Resources, Finance, Capital Investment, Project Management, Operations, Sales and Marketing, Management Information Systems and e-Commerce. Her background includes a degree from the University of California in Business and covers management positions in training, publishing, retail, hotels, food & beverage.

Michelle Walker Nault

As the Creative Director for the Stemnock Group, Michelle brings more than 10 years experience in multi-media, branding, graphic design, video and web production, illustration, photography, and copywriting into our fold. She infuses every project she touches with an artistic style and keen eye for detail. While her diverse creative abilities drives her talent base, she also possesses the insight of what it takes to succeed in the marketing, sales and management world, having steered many organizations and small businesses towards success and measurable growth. She has also produced numerous web sites, local TV commercials, as well as hosted, co-wrote and co-produced a children's television series. She's a certified instructional designer and is conversant in all disciplines of multi-media training.



Gene May

For more than 10 years Gene has worked as a writer, director, producer and editor for many local and national TV and video productions. With a degree in video production, Gene's reputation for excellence within the professional entertainment and television industries has been fueled by his passion for creative writing and his focus on excellence. His keen eye for detail and distinct vision packs every project he touches with optimum results. Gene is very active with the local independent film production industry and also volunteers for many local charities.

Melissa Berger

After earning a degree in Communications, Melissa spent over 3 years cultivating her event management skills with the Walt Disney Company. Her career accomplishments include leadership roles in Media Relations, Broadcast Publicity, Promotions and Marketing. During her tenure with Disney she was assigned many special projects including media relations for the Atlanta Braves at Disney's Wide World of Sports and Disney's Millennium Celebration live remote web cast. Her background incorporates production and execution of events in numerous key markets, creating unique themes and acting as an ambassador for grand openings, corporate productions, fairs and festivals. As our conference manager she brings a distinct and varied skill set to our team.

Stephanie Minter

Stephanie's educational background includes a specialization in organizational communication and development with a degree in Speech Communication from the University of South Florida. Her past roles include extensive work in the collegiate arena, training students within the state of Florida's university system to hold executive office positions in a variety of clubs, organizations and government bodies. Most recently, she has worked with the University of South Florida's Department of International Student & Scholar Services facilitating a program for maintaining effectiveness in environments of high stress and conflict. She presents a dynamic combination of diplomacy and productivity providing outstanding communications and extraordinary customer service to everyone involved with the Stemnock Group.

Lelia McDiarmid

As regional sales director, Lelia not only handles direct sales for the team's accounts, she is also responsible for dealer relations, registration and verification for all co-op allowances. Her strong roots in marketing and account management, combined with experience in telecommunications, sales and customer service give Lelia the unique ability to professionally handle inside sales, as well as industry related trade show sales and marketing. With a BA degree in communications from Charleston Southern University, Lelia serves as the perfect liaison between our team and yours.

Nicole Hecht

Completing her education with a degree in Communications from the University of South Florida, Nicole became certified in Human Resource Management. Her prior career experience includes expertise in administration, marketing and PR within the manufacturing and distribution fields. As a marketing associate for the Stemnock team she manages client contact and participant feedback, serving on-site at training events to provide exceptional service and coherent communication to our client base and our team.



Nozomi Ochi

Fluent in 3 languages and contributing her exceptional analytical and accounting skills, Nozomi's position as the Controller for the Stemnock Group makes her an essential element in our ongoing success. With a background in banking and investment firms, and a preference for detail, she helps the team with managing revenues, expenses, forecasts, and business trends. Prior to obtaining her MBA from the University of Tampa, she worked within the hospitality and travel industries where she honed her exceptional customer service talents and outstanding communication skills.

Anasa Spaulding

Anasa's role within the Stemnock Group showcases her outstanding administrative and support skills. With a degree from University of Tampa and a history of administrative positions in engineering, consulting and educationally based industries, Anasa brings an enhanced dimension of essential organizational abilities coupled with attention to detail to our group's matrix.

Valerie Ziebron

As a marine and motor sports industry specialist in customer service and loyalty-building programs, Valerie has lived service and customer loyalty first hand. Her roll-up-the-sleeves approach has been instrumental in successfully steering companies like DaimlerChrysler, General Motors, Correct-Craft Boats, Yamaha, Eastman Kodak, and many others to achieve life-long brand loyal customers. Her training programs are a blended solution of training expertise; years of first-hand knowledge and real-world experience in helping dealers push sales and service to higher levels. Valerie's background is steeped in the service industry. Getting her start in the motor sports industry, demand for Valerie's programs has grown tremendously over a 17 year time span. Valerie has delivered more than 3,000 programs domestically and internationally and has worked with more than 500 dealers to create powerful training solutions that are educational, motivational and entertaining. She creates a comfortable and engaging learning environment for classes in fixed operations, inter-departmental relations, process mapping, quality assurance, warranty management and diagnosis procedures.

Noel Osborne

Noel Osborne is a preeminent veteran of more than 30 years in the motor sports and recreational industry, with experience in finance, management, strategic planning, training, and sales. Noel advocates that there are only two primary reasons for owning a business. One is to make money and the other is to take care of the customer. His industry background includes ownership of several dealerships, management in the manufacturing sector, and as a distributor of recreational products. Having served as the Co-chair of the industry Task Force on Manufacturer and Dealer Relations, he has been nationally recognized for his specific contributions towards the improvement of manufacturer-dealer relations. Prior to his tenure in the motor sports industry, Noel's career included sales, marketing and management positions within the aerospace, defense and steel industries. Noel has written many articles for a wide array of industry publications, and his achievements and industry awards are an outstanding testimonial to his ability, expertise and creditability.



Doug Jackson

Nicknamed "Cattfish", Doug Jackson is a born and bred sportsman, with a love of the water and the road. Traveling the country on a motorcycle in search of the ultimate fishing experience, Doug determined he needed to find a career that combined his love of motor sports with the sales and marketing skills he gained as the top salesperson for a national automobile manufacturer. Starting his career in the automobile industry, Doug was successful in leading his sales team to receive national recognition as a top dealership for 5 consecutive years. During the past decade he has worked with numerous dealerships, training and teaching sales success techniques for both retail dealerships and manufacturing channels. Doug's program helps salespeople grow their sales, improve their customer service and increase their profitability. His knowledge and passion for the industry combine to create an information-packed, engaging and informative training module that will provides participants with tips and tools they'll be able to implement to immediately increase sales.

Wally Conway

Wally Conway is an extraordinary trainer with the heart, mind, and experience to deliver results. Educated at Annapolis, energized as a Navy pilot, and earning his living as an entrepreneur since 1994, Wally's blend of experiences as a business owner and investor are guaranteed to enlighten and inform even the most seasoned dealership owner. Respected as an entrepreneur, expert and marketing mogul, Wally serves as a respected consultant to a broad range of businesses and has helped motor sport dealers, both nationally and internationally, achieve increased profits. His approach to dealership growth and development is that beneath every business expense lies a potential profit center. Drawing from his own rapid business growth, Wally now shows dealers how to grow from "Me to We" He is a frequent contributor to an assortment of media and corporate training programs, a member of numerous professional associations, a published author and passionate about helping dealers increase profits. Wally's wit, wisdom, and wealth of real world experience are certain to inform, enlighten, and entertain.

Ed Tate

Ed Tate is an industry "attitude-improvement specialist" who works with dealers, manufacturers, and associations to affect change and improve results. As a successful trainer, author and business consultant, Ed has earned a reputation as the "speaker who energizes, educates, and entertains." Ed's success in helping dealers enhance leadership skills for increased profits spans decades. His training programs assist dealers in cohesively moving from departments that work as independent groups to teams that work as unified and interrelated profit centers. Ed's background as a National Account Executive, producing over \$500 million in products and services, provides him with first-hand knowledge and experience on the importance of interdepartmental communications between sales, parts & accessories, finance and service. His program covers all the facets of team-building from setting clear expectation in recruiting, to hiring decisions, to the profit pay-off of creating high performance teams. Ed's presentations and expertise within the motor sports industry takes his audience to new levels of profit and productivity.



Jim Million

Clients consider Jim Million to be one of the best facilitator/trainer in the business. Jim has been involved in the business community since 1977 with experience as a salesperson, manager, facilitator, developer, writer, trainer and consultant. His industry-specific content and work accentuates interactivity and learning enjoyment; resulting in high retention levels and a positive training experience. His training style ensures that participants gain the knowledge and skills they need to get a return on the training investment. Submerged in both the automotive and motor sports industry, Jim understands the need to create a skill-set that produces effective, efficient and excellent results. His work with manufacturers and dealers generates increased revenues and reduced expenses and his methods have been proven to get the desired results. He has trained thousands throughout the world and his speaking style is just like his lifestyle... all out! It's been said that he speaks like he lives, with the love of life and people at the heart of his message. His credo is simple, "Give more love than you get and take more pain than you give. Do this and you will never be sorry!"



After many years of producing training programs for both Yamaha Marine and Yamaha Motors Canada we have taken the proactive step of including a training agreement in the following section. Given the fact that a substantial amount of money and resources have been devoted to creating agreements that the attorneys are pleased with, we wanted to save time and money for everyone involved. Once a schedule has been determined and we've agreed all the curriculum details, it will be a simple process to convert the following document into a final agreement.



- 1.3:** "Yamaha Employee and Invited Guest" shall mean a participant of the Star Motorcycle Training and who does not meet the definition in Section 1.2.
- 1.4:** "Training Materials" shall mean any and all workbooks and related materials used by Stemnock and provided to Attendees at the Star Motorcycle Training event(s).
- 1.5:** "Agenda" shall mean the schedule for each day of the Star Motorcycle Training event(s).

2. Star Motorcycle Training event(s).

Stemnock shall produce, manage, conduct and implement for Yamaha a Star Motorcycle Training event(s).The following will provide the detail of the Star Motorcycle Training event(s).along with the obligations, duties and responsibilities of both parties.

SCHEDULE

- 2.1:** Star Motorcycle Training event(s).Stemnock shall produce, manage, conduct and implement for Yamaha Star Motorcycle Training event(s) based upon a TBA schedule. The exact dates and locations will need to be determined on or before December 15, 2005, and after that time may be modified, only by a written addendum signed by both parties. The exact dates and locations may be modified, only by a written Addendum to this Agreement, signed by both parties.

Dates	Locations
TBA	TBA

STEMNOCK’S RESPONSIBILITIES/DUTIES/OBLIGATIONS

- 2.2:** Stemnock shall be responsible for, including but not limited to, the following with respect to Star Motorcycle Training event(s):
 - a) Cost of and providing trainers and instructors
 - b) Audio/visual equipment and technician
 - c) Cost of accommodations and necessary arrangements for trainers/instructors
 - d) Cost of trainers transportation to participate in the content development meeting at the Cypress, CA office
 - e) Cost of providing branded training materials including but not limited to course manuals, worksheets, presentation materials, course tools, and agenda information, all at no cost to attendees
 - f) Cost of production and editing one opening video
 - g) Transportation and accommodations for 4 Stemnock on-site support staff
 - h) Cost of and provide name tags, tent cards and agendas
 - i) Cost of shipping and storage of training and course materials
 - j) Star Motorcycle Training banners and signage
 - k) Cost of preparing evaluation summary following each event
 - l) Certificate of Completion for each attendee

2.3: Stemnock shall also be responsible for the development of course materials for the following courses based upon the curriculum selected by Yamaha:

- Process Mapping & Service Recovery
- Branding Your Dealership
- Sales Management
- The Power & Profit of Accessorizing
- Business Planning & Improving Profitability
- Sales Systems; Cultivating Sales and the Cruiser Customer
- Developing a Successful Dealership Marketing Plan
- Leadership & Team Communications
- The Financial Impact of CSI

2.4: Stemnock agrees that all trainers/instructors shall conduct themselves professionally at all times and not represent Yamaha offensively or cause damage.

2.5: Stemnock agrees not to solicit or promote any other information, additional seminars or materials for sale, or otherwise, at any Star Motorcycle Training event(s), unless agreed upon and evidenced by a signed written document by Yamaha

2.6: An additional allowance of up to ten (10) Yamaha Employees and Invited Guests shall be entitled to attend the Star Motorcycle Training event(s); however, Yamaha Employees or Invited Guests shall be included in the two-hundred (200) Star Motorcycle Training event(s) participation total.

YAMAHA'S RESPONSIBILITIES/DUTIES/OBLIGATIONS

2.7: Yamaha shall be responsible for, including but not limited to, the following with respect to Star Motorcycle Training event(s):

- a) Procurement and cost of all hotel accommodations for each Yamaha Confirmed Attendee, Yamaha Employee and Invited Guest, meals, breaks and meeting room space, staging requirements and all associated costs for Yamaha Confirmed Attendees, Yamaha Employees and Invited Guests
- b) Supply Stemnock with final rooming lists and names of each Yamaha Confirmed Attendee, Yamaha Employee and Invited Guests 10 working days in advance of each event
- c) Access to the Stemnock team at the designated General Assembly Room at each hotel/venue at least 2 days prior to the event start date
- d) Yamaha and Stemnock & Associates will coordinate with the hotel to arrange rehearsals and sound checks for all AV equipment, speakers, trainers and presentations by all Stemnock Trainers and any presenting Yamaha Motor Sport Manager
- e) Yamaha will be responsible for tracking dealer registrations, providing registration updates on an ongoing basis. (Registration tracking will include information on registrations levels, per event and include the correct spelling for each dealership and dealer name for each participant (a Yamaha Confirmed Attendees,



a Yamaha Employees and a Yamaha Invited Guests) .Stemnock shall hold this list in strict confidence, not share with any third parties, and not use for any other purpose

- f) Provide Stemnock & Associates an assortment of promotional items as giveaways for classroom activities and group exercises for some of the workshops

2.8: Yamaha shall review and approve all materials used by Stemnock for the Star Motorcycle Training event(s).and shall have the complete authority to change, delete and/or add to the materials, prior to print. Yamaha shall use reasonable efforts not to make excessive changes. Should Yamaha demand excessive changes that are not the result of errors produced by Stemnock, Stemnock reserves the right to bill Yamaha reasonable additional charges to be agreed upon in writing by both parties before additional edits are made.

PAYMENT

2.9: Star Motorcycle Training event(s) Payment: Yamaha shall pay Stemnock, for the Star Motorcycle Training event(s), based upon a minimum of 200 participants, comprised of Yamaha Confirmed Attendees, Yamaha Employees and Invited Guests. Payment shall be pursuant to the recommended payment schedule below, based upon reaching an agreement on curriculum, dates and locations on or before December, 15, 2005.

OPTION #1

<u>Date</u>	<u>Payment Amount</u>
Deposit Due at Signing	\$158,000.00
February 1, 2006	\$158,000.00
March 1, 2006	\$79,000.00
April 30, 2006	\$79,000.00

* Attendance levels over and above the 200 number shall be billed at \$2,370.00 per person.

OPTION #2

<u>Date</u>	<u>Payment Amount</u>
Deposit Due at Signing	\$132,666.00
February 1, 2006	\$132,666.00
March 1, 2006	\$66,334.00
April 30, 2006	\$66,334.00

* Attendance levels above the 200 number shall be billed at \$1,990.00 per person.

3. TERM AND TERMINATION

3.1: The term of this Agreement shall begin on the date executed by both parties and shall conclude on the final day of the events, to be announced.

3.2: The violation of one or more of the terms of this Agreement or the failure to comply with any condition, duty, or obligation under this Agreement by Stemnock or Yamaha shall be an event of default and shall entitle the non breaching party, at its sole discretion, to deliver written notice of default and intent to terminate to the defaulting party. The



defaulting party shall have ten (10) days following receipt of such a notice of default to cure the breach. If the party receiving the notice of default cures the default on or before the tenth (10th) day after the receipt of the notice of default, the notice shall be deemed withdrawn. If the party receiving the notice of default does not cure the default on or before the tenth (10th) day after the receipt of the notice of default, the non defaulting party may, at its sole discretion, terminate this Agreement by delivering written notice of termination to the defaulting party.

- 3.3:** This Agreement may be immediately terminated by Yamaha or Stemnock upon insolvency of the other party, the filing of a petition of voluntary bankruptcy under any chapter of the bankruptcy laws of the United States, the institution of proceedings to adjudge the other as a bankrupt in an involuntary proceeding, the appointment by a court of a receiver, trustee or dissolution.

4.0 INDEMNIFICATION AND INSURANCE

- 4.1:** Stemnock shall indemnify, defend and hold Yamaha, its employees, dealers, directors, officers, affiliated companies, agents and insurance carriers harmless from and against any and all claims or cause of action asserted against, imposed upon or suffered by, arising out of, or resulting from Stemnock's obligations pursuant to this Agreement. This shall include, but not be limited to, Stemnock's arrangement/payment with any, trainers or any third parties; trainers/instructors conduct and actions; presentation of the Star Motorcycle Training event(s).
- 4.2:** The protection provided by this indemnification clause shall survive the expiration or termination of this Agreement.

5. OWNERSHIP

- 5.1** Stemnock agrees that any and all materials provided to an Attendee for the Star Motorcycle Training event(s), including but not limited to manuals, worksheets, workbooks, and/or handouts, brochures, for the Star Motorcycle Training event(s) shall be the property of Yamaha. Within twenty (20) days of termination, cancellation or expiration of this Agreement, Stemnock shall provide all Training Materials to Yamaha.
- 5.2** Stemnock agrees that during the term of this Agreement, Stemnock or any employees, agents or independent contractors shall not use any of the Training Materials for presentations, seminars or workshops to any competitors of Yamaha, meaning those companies within the Motorcycle industry, unless Yamaha provides written consent.
- 5.3** Stemnock agrees that Yamaha shall have the authority to use the Training Materials for its own purpose during the term of this Agreement and upon termination, cancellation or expiration of this Agreement.



5.4 Stemnock represents and warrants to Yamaha that all materials used for the Seminars and Workshop, pursuant to this Agreement are owned by Stemnock or that Stemnock has permission from the rightful owner's to use each of these materials. Stemnock will hold harmless and indemnify Yamaha, its officers, directors, employees, agents and affiliates from any and all claims, suits, damages, liabilities, penalties, costs and expenses, including attorney fees, incurred or suffered by Yamaha directly or indirectly relating to or arising from Stemnock's breach of this representation and warranty, including any claim of infringement of patents, copyrights or other intellectual property. This indemnification clause is perpetual and will survive the term of this agreement.

6. MISCELLANEOUS

- 6.1:** Trademarks. Yamaha's trademarks, artwork and other symbols associated with Yamaha Motor Corporation, U.S.A. for its products (hereinafter referred to as "Yamaha's Trademarks") are and shall remain Yamaha's property and Yamaha shall take all steps reasonably necessary to protect Yamaha's Trademarks. Stemnock is authorized to use Yamaha's Trademarks in promotion during the term of this Agreement provided that Yamaha approves such use. Both parties agree that Stemnock and Yamaha shall work toward an immediate resolution of any issue regarding the Trademark approval. The right to use Yamaha's Trademark is non-assignable and non-transferable.
- 6.2:** Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
- 6.3:** Governing Law. This Agreement shall be governed and construed in accordance with the laws for the State of California.
- 6.4:** Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of California.
- 6.5:** No Joint Venture/Scope of Authority. This Agreement shall not create a joint venture, partnership, principal/agent, employer/employee or similar relationship between the parties and under no circumstances shall either party's agents or employees be considered agents or employers of the other party. Stemnock is not authorized to assume or create any obligations or make any contracts, agreements, representations on behalf of Yamaha, unless specifically authorized in writing by Yamaha.
- 6.6:** Force Majeure. The parties shall not be responsible for failing to perform any part of this Agreement or for any delay in the performance of any part of this Agreement resulting from any acts outside of either party's control, including foreign or domestic, acts of God, or enactment or regulations interfering with production or delivery, provided prompt notice is given to the other party.



- 6.7:** Assignability. This Agreement may not be assigned by Yamaha except Yamaha may assign this Agreement to any subsidiary or legal affiliate of Yamaha in order to carry out the terms of this Agreement. Stemnock's entering into this Agreement with Yamaha is based in substantial part on the unique attributes that Yamaha and its business offer, in view of Yamaha's reputation and position in the community. This Agreement may not be assigned by Stemnock except Stemnock may assign this Agreement to any subsidiary or legal affiliate of Stemnock or Stemnock in order to carry out the terms of this Agreement.
- 6.8:** Confidential Agreement. It is hereby agreed that the specific terms and conditions of the Agreement are strictly confidential and shall not be divulged to any third parties without the prior written consent of Yamaha and Stemnock, unless otherwise required by law.
- 6.9:** Confidentiality. Stemnock shall take all necessary steps to maintain any confidential information which Yamaha may disclose to Stemnock. Stemnock understands and agrees that information of a confidential nature may be revealed to Stemnock in the course of its work for Yamaha. It is agreed that Stemnock shall not use, publish, disclose or otherwise make accessible to any person or third party entity during the term of this Agreement, without the prior written consent of Yamaha. Confidential information includes, but is not limited to, any information, data, designs, diagrams, concepts, ideas, inventions, developments, text or other written pictorial material relating to the business, designs, plans, methods, processes or affairs of Yamaha acquired directly or indirectly during the performance of Stemnock's obligations under this Agreement or otherwise.
- 6.10:** Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
- 6.11:** Waiver. The failure or inability of either party to enforce any rights hereunder shall be deemed a waiver of the rights or remedies that such party may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.
- 6.12:** Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto and cannot be altered or modified except by an agreement in writing signed by all of the parties hereto. Upon its execution, this Agreement shall supersede all prior negotiations, understandings, and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect.



