

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 8, 2010

AMP HOLDING INC.

(Exact name of registrant as specified in its charter)

Nevada	000-53704	26-1394771
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

4540 Alpine Avenue, Blue Ash, Ohio 45242
(Address of principal executive offices) (zip code)

513-297-3640
(Registrant's telephone number, including area code)

Copies to:
Stephen M. Fleming, Esq.
Law Offices of Stephen M. Fleming PLLC
49 Front Street, Suite 206
Rockville Centre, New York 11570
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Agreements of Certain Officers

On December 8, 2010, James E. Taylor was engaged by AMP Holding Inc. (the "Company") to serve as the Chief Executive Officer and Vice-Chairman of the Company. Mr. Taylor will replace Stephen S. Burns who resigned as the Chief Executive Officer. Mr. Burns has been appointed as President of the Company and will continue to serve as a director as well as Chief Financial Officer, Secretary and Treasurer of the Company. Further, on December 8, 2010, Joseph S. Paresi was appointed as Chairman of the Board of Directors of the Company.

James E. Taylor Employment Agreement

On December 8, 2010, Mr. Taylor entered into an employment agreement with the Company pursuant to which he was appointed as the Chief Executive Officer and Vice-Chairman of the Company in consideration of an annual salary of \$300,000. Additionally, Mr. Taylor will be eligible for annual bonuses with a target amount of 100% of his salary. The actual amount of any bonus may be more or less than such target and will be determined by the board of directors in its absolute discretion. Half of the bonus may be paid, in the Company's discretion, in unregistered shares of common stock at a price per share equal to the weighted average closing price per share of the common stock over the twenty most recent trading days prior to such grant. In addition to the salary and any bonus, Mr. Taylor will be entitled to receive health and fringe benefits that are generally available to the Company's management employees. As additional compensation, the Company granted Mr. Taylor options to acquire 1,200,000 shares of common stock at an exercise price of \$0.72 per share for a period of ten years. The Company also provided Mr. Taylor with a common stock purchase warrant to acquire 600,000 shares of common stock exercisable at any time in the five years following the signing of the agreement at an exercise price of \$2.00 per share.

Prior to joining the Company, Mr. Taylor was the CEO of Hummer LLC from October 2008 to 2010. From 2004 to 2008, Mr. Taylor was the General Manager of the Cadillac brand of General Motors Co. ("GM"), where he was responsible for the division's global product, marketing and promotional activities. Mr. Taylor began his career with GM in 1980 with GM of Canada in Oshawa, Ontario, as an industrial engineer. He progressed through several production and purchasing positions, including Senior Purchasing Management positions at Saturn, Adam Opel Germany, Worldwide Purchasing in Europe & USA and GM Truck in Detroit. Mr. Taylor holds a Bachelors of Science degree in Mechanical Engineering & Management from McMaster University, Ontario, Canada.

Stephen S. Burns Employment Agreement

On December 8, 2010, Stephen S. Burns entered into an employment agreement with the Company pursuant to which he was appointed as the President of the Company in consideration of an annual salary of \$200,000, however, only 50% of the salary (\$100,000) will be payable at this time. The remaining 50% of the salary will accrue and be deferred until the board of directors elects to increase the salary to include all or a portion of the deferred salary based on certain events. Additionally, Mr. Burns will be eligible for annual bonuses with a target amount of 100% of his salary. The actual amount of any bonus may be more or less than such target and will be determined by the Board in its absolute discretion. Half of the bonus may be paid, in the Company's discretion, in unregistered shares of common stock at a price per share equal to the weighted average closing price per share of the common stock over the twenty most recent trading days prior to such grant. In addition to the salary and any bonus, Mr. Burns will be entitled to receive health and fringe benefits that are generally available to the Company's management employees in accordance with the then existing terms and conditions of the Company's policies. As additional compensation, the Company granted Mr. Burns options to acquire 300,000 shares of common stock at an exercise price of \$0.72 per share for a period of ten years. The Company also provided Mr. Burns with a common stock purchase warrant to acquire 300,000 shares of Common Stock exercisable at any time in the five years following the signing of the agreement at an exercise price of \$2.00 per share.

Joseph S. Paresi Director Agreement

On December 8, 2010, Mr. Paresi entered into a letter agreement with the Company pursuant to which he was appointed as a director of the Company in consideration of an annual fee of \$60,000. Additionally, the Company granted Mr. Paresi options to purchase 500,000 shares of the Company's common stock at US\$0.72 per share. The options will expire five years from the vesting date with 125,000 options vesting upon the signing of the agreement and 75,000 every six months thereafter for a total of 500,000 shares. In addition, the Company granted Mr. Paresi a common stock purchase warrant to acquire 500,000 shares of common stock exercisable at any time in the five years following the signing of the agreement at an exercise price of \$2.00 per share. There is no understanding or arrangement between Mr. Paresi and any other person pursuant to which Mr. Paresi was selected as the Chairman of the Board of Directors of the Company. Mr. Paresi does not have any family relationship with any director, executive officer or person nominated or chosen by us to become the Chairman of the Board of Directors or an executive officer. Since January 1, 2009, Mr. Paresi has not had a direct or indirect material interest in any transaction or proposed transaction, in which the Company was or is a proposed participant exceeding \$120,000.

Since 2005, Mr. Paresi has been a partner at L-1 Investment Partners ("L-1"), which manages a fund called Aston Capital Partners LP. L-1 acquired an interest in Viisage Technology Inc. (NSD: VISG) in 2005 and later added two private companies, Securimetrics, Inc. and Integrated Biometric Technology LLC. L-1 then announced its merger with Identix Inc. (NSD: IDNX) which closed in August 2006 (the "Identix Merger"). Upon the closing of the Identix Merger, L-1 created a new parent operating company, L-1 Identity Solutions, Inc. ("L1"), which became listed on the New York Stock Exchange on August 30, 2006 under the symbol ID. Mr. Paresi served as Executive Vice President of L1 and reported directly to the Chairman of the Board of Directors and the CEO of L1. In September 2010, L1 announced its intention to divide the company into two separate entities and to sell its intelligence services business to BAE Systems, Inc. and to sell its technology divisions to the French company, Safran SA. L1 is awaiting final U.S. government approval of the sale, which is anticipated in the first quarter of 2011. Concurrently, Mr. Paresi maintained the positions of chief operating officer and director of Core Software Inc., which specialized in geospatial imagery management. Core Software Inc. shut down its operations in 2008. Since its creation, L1 has acquired 12 additional companies and currently has revenue of over \$700,000,000 annually. Additionally, Mr. Paresi was on the board of directors of Rand Worldwide, Inc. (TSX: RND), a company that sold computer added design and manufacturing software (CAD/CAM) and which was sold in 2007. In addition, Mr. Paresi served on the board of QR Sciences Pty Ltd. (ASX: QRS) ("QRS"), which specialized in quantum

resonance based explosive detection systems. Mr. Paresi resigned from QRS in 2007 when QRS sold its interest. From 1997 until 2005, Mr. Paresi was a member of the founding team of L-3 Communications Corp (NYSE: LLL) where he held the titles of Corporate Officer, Corporate Vice President of Product Development and President of L-3 Security and Detection Systems. Mr. Paresi has also been a consultant and advisor to ICx Technologies, Inc., which is now part of FLIR Systems, Inc. (NSD: FLIR) and NSM Surveillance, and is currently on the board of directors of the Potomac Institute for Policy Studies in Washington DC. Mr. Paresi Received two Masters Degrees in Electrical Engineering from Manhattan college in 1977 and 1978, respectively, and received an MBA in Finance from Pace University in 1991.

Item 9.01 Financial Statements and Exhibits

Exhibit Description of Exhibit
No.

10.1 Employment Agreement by and between AMP Holding Inc. and James Taylor dated December 8, 2010

10.2 Employment Agreement by and between AMP Holding Inc. and Stephen S. Burns dated December 8, 2010

10.3 Director Agreement by and between AMP Holding Inc. and Joseph Paresi dated December 8, 2010

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMP HOLDING INC.

Date: December 13, 2010

By: /s/ James E. Taylor

Name: James E. Taylor

Title: Chief Executive Officer and

Vice-Chairman of the Board of Directors

EMPLOYMENT AGREEMENT

This Agreement (the "Agreement"), dated as of December 8, 2010, is by and between AMP Holding Inc., a Nevada corporation (the "Company") and James Taylor (hereinafter referred to as the "Executive").

Introduction

The Company desires that the Executive perform services for the Company pursuant to the terms and conditions set forth herein. The Executive will have significant access to information concerning the Company and its business. The disclosure of such information or the engaging in competitive activities would cause substantial harm to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The initial term of this Agreement (the "Initial Term") shall commence on the date of the signing of this agreement by both parties (the "Effective Date"), and continue for two years thereafter (unless this Agreement is terminated earlier in accordance with Section 10 below). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for consecutive one-year terms, unless a party hereto gives the other party written notice of non-renewal, which notice must be received no later than 60 days prior to the expiration of the Term. The Initial Term, together with any extension thereof, is sometimes referred to herein as the "Term."

2. Duties. The Executive will serve as the Vice Chairman and Chief Executive Officer of the Company and shall have duties of an executive nature that are attendant to his position as described in the by-laws of the Company and as may be reasonably assigned to him by the Board of Directors of the Company (the "Board"). Exhibit A defines the basic Role and Responsibility of the CEO. The Executive will report to the Board of Directors and nothing herein shall interfere with or limit the oversight responsibilities of the Board. Unless otherwise agreed to by the Executive and the Board, the Executive's principal base of operation will be based in the Cincinnati, Ohio region. During the first six months of employment, it is understood that housing and normal living expenses will be included in the benefits clause in section 4(C).

3. Full Time; Best Efforts. The Executive shall use his best efforts to promote the interests of the Company and shall devote his full business time and efforts to its business and affairs and shall not provide management services to any other company or otherwise engage in business activities that would reasonably be expected to materially interfere with the performance of the Executive's duties, services and responsibilities hereunder.

4. Compensation and Benefits. During the Term, the Executive will receive the following compensation and benefits:

(a) Base Salary. The Executive will receive salary at the rate of \$300,000 annually (the "Base Salary"), payable in equal increments not less often than monthly in arrears and in any event consistent with the Company's payroll policy and practices. In addition, the Base Salary of the Executive may from time to time be increased, but not decreased, by the Board, in its absolute discretion.

(b) Bonus. The Executive will be eligible for annual bonuses with a target amount of 100% of his Base Salary (the "Bonus"). The actual amount of any Bonus may be more or less than such target and shall be determined by the Board based on the achievement of corporate and individual objectives determined by the Board on an annual basis, in its absolute discretion. Half (50%) of the Bonus may be paid, in the Company's discretion, in unregistered common stock, par value \$0.001 per share, of the Company ("Common Stock"), at a price per share equal to the weighted average closing price per share of the Common Stock over the twenty most recent trading days on Over-the-Counter Bulletin Board (the "OTCBB") as reported by a reliable reporting service ("Reporting Service") as determined by the Company or, if the OTCBB is not the principal trading market for such security, the weighted average closing price per share of the Common Stock over the twenty most recent trading days on the principal securities exchange or trading market where such security is listed or traded. If the trading price cannot be calculated for such security on such date in the manner provided above, the trading price shall be the fair market value as determined by the Company. In the event the Company elects to pay all or any portion of such bonus in shares of Common Stock, the payment of such shares shall be deferred at the Executive's election by crediting such shares to a notional account with the Company and shall be distributed from such account upon the later of (i) the date designated (to the extent consistent with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")) by the Executive with respect to such bonus or (ii) the earliest to occur of the 30th day after the first anniversary of the date that annual bonuses are paid in cash or would have been paid to the other members of management of the Company, or the Executive's death, disability or termination of employment.

(c) Benefits. In addition to the Base Salary and any Bonus, the Executive will be entitled to receive health, welfare and fringe benefits that are generally available to the Company's management employees in accordance with the then existing terms and conditions of the Company's policies. The Company's current fringe benefits for management employees are set forth on Exhibit B hereto. The Executive will be entitled to reimbursement of all reasonable expenses incurred by him in his performance of services on behalf of the Company hereunder, subject to the presentation of appropriate documentation and other reimbursement policies generally applicable to the Company's management employees.

(d) Withholding. The Company will withhold from compensation payable hereunder all applicable federal, state and local withholding taxes.

(e) Options. As additional compensation to the Executive hereunder, the Company will, at the Effective Time, execute and deliver options, granting the Executive the right to purchase 1,200,000 shares of the Common Stock, at an exercise price per share equal to the weighted average closing price per share of the Common Stock over the twenty most recent trading days on OTCBB as reported by a Reporting Service or, if the OTCBB is not the principal trading market for such security, the weighted average closing price per share of the Common Stock over the twenty most recent trading days on the principal securities exchange or trading market where such security is listed or

traded. If the trading price cannot be calculated for such security on such date in the manner provided above, the trading price shall be the fair market value as determined by the Company, which shall vest in equal annual installments starting on the date of execution of this agreement and on the anniversary of this agreement for two years thereafter , and shall be exercisable for ten years from the grant date (the "Time-Vested Options"). The Time-Vested Options shall be Nonstatutory Stock Options within the meaning of the Plan. The Time-Vested Options shall be issued pursuant to an option grant which, except as otherwise provided for in this Agreement, shall be in the form used for other participants in the Company's 2010 Stock Incentive Plan (the "Plan"). Except as otherwise provided in Section 10 below, in no event shall the Time-Vested Options vest unless the Executive is a full time employee of the Company on the vesting date. The Board may also, in its sole discretion, at the time the equity compensation of other management employees of the Company is reviewed, consider and grant additional equity-based compensation to the Executive during the Term.

(f) Common Stock Purchase Warrants. The Company agrees to also provide the Executive with a Common Stock Purchase Warrant to acquire 600,000 shares of Common Stock exercisable at any time over next five years at an exercise price of \$2.00 per share.

5. Confidentiality. The Executive agrees that during the Term and thereafter:

(a) The Executive has not and will not at any time, directly or indirectly, disclose or divulge any Confidential Information (as hereinafter defined), except as reasonably necessary or advisable in connection with the performance of the Executive's duties for the Company, or except to the extent required by law (but only after the Executive, to the extent practicable given the nature of the legal requirement, has provided the Company with reasonable notice and opportunity to take action against any legally required disclosure). As used herein, "**Confidential Information**" means all information concerning the business of the Company or of any of its subsidiaries ("**Related Companies**"), or any customer or vendor of any of the Related Companies, (whether or not subject to copyright, patent or other intellectual property protection) that has an independent economic value from not being readily known, is not ascertainable by proper means by others and is not generally known to the public, or which would constitute a trade secret as may be defined by the Uniform Trade Secrets Act or under the laws governing this Agreement, and any oral, electronic or written communications thereof, including, but not limited to, specifications, designs, concepts, plans, programs, software, other developments relating to products and services, proposal plans, marketing data and financial information, and all copies and tangible embodiments thereof (in whatever form or medium); provided, that Confidential Information shall not include any information that is publicly available through no fault of the Executive or disclosed pursuant to applicable securities laws.

(b) The Executive has not and shall not make use whatsoever, directly or indirectly, of any Confidential Information at any time, except as reasonably necessary or advisable in connection with the performance of the Executive's duties for the Company.

(c) Upon the Company's request at any time and for any reason, the Executive shall immediately deliver to the Company all materials (whether in electronic or hard copy form) in the Executive's possession which contain or relate to Confidential Information.

(d) When in possession of Confidential Information, the Executive will not engage in any transaction in the Company's securities.

(e)

6. Intellectual Property.

(a) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, the "**Developments**") made by the Executive, either alone or in conjunction with others, at any time or at any place during his service with the Company, whether or not reduced to writing or practice during such period, which relate to the business in which any Related Company is then engaged or in which any Related Company then intends to engage, shall be and hereby are the exclusive property of the Company without any further compensation to the Executive. Any Developments employed and made by the Executive, either solely or jointly with others, within six months following the termination of the Executive's services hereunder that relate to the Company's actual day-to-day operations or core competencies in which the Executive was actively involved, shall be irrefutably presumed to have been made in the course of such employment with the use of the Company's time, materials or facilities. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by the Executive are intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company without any further compensation to the Executive.

(b) If, and to the extent, any of the Developments is not considered a "work for hire," the Executive shall, without further compensation, assign to the Company and does hereby assign to the Company, the Executive's entire right, title and interest in and to all Developments. At the Company's expense and at the Company's request, the Executive shall provide reasonable assistance and cooperation, including, without limitation, the execution of documents in order to obtain, enforce, defend and/or maintain the Company's proprietary rights in the Developments throughout the world. The Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Executive's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive the Executive's death or incapacity), to act for and in the Executive's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or such other similar documents, with the same legal force and effect as if executed by the Executive.

7. Noncompetition. The Executive acknowledges and agrees that in the performance of this Agreement, he will be brought into frequent contact, either in person, by telephone, through electronic means or through the mails, with existing and potential customers of the Company. The Executive also acknowledges that any Confidential Information gained by his during the Term has been developed by the Company through substantial expenditures of time and money and constitutes valuable and unique property of the Company. The Executive further understands and agrees that the foregoing makes it necessary for the protection of the Company's business that the Executive not compete with the Company during the Term and not compete with the Company for a reasonable period after the Term, as further provided in the following provisions. Accordingly, the Executive agrees that so long as she is an employee of the Company and for 12 months thereafter:

(a) The Executive will not, directly or indirectly, individually or as a consultant to, or employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity, other than the Company or a Related Company, engage in or assist any other person or entity to engage in any business which directly or indirectly competes with any business in which the Company or any Related Company is engaging or in which the Company or any Related Company plans to engage or is actively evaluating engaging, during or at the time of the termination of the Executive's engagement hereunder, anywhere in the United States or anywhere else in the world where the Company or any Related Company does business, or plans to do business or is actively evaluating doing business; provided that nothing contained herein shall prohibit the Executive from being a passive owner of less than one percent (1%) of the outstanding stock or any class of securities of any corporation or other entity which is publicly traded or privately held; and

(b) The Executive will not, directly or indirectly, individually or as a consultant to, or employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity solicit or endeavor to entice away from the Company or any Related Company, or offer employment or any consulting arrangement to, or otherwise materially interfere with the business relationship of the Company or any Related Company with, any person or entity who is, or was within the one year period immediately prior to the termination of the Executive's engagement hereunder, (i) employed by or a consultant to the Company or any Related Company or (ii) a customer or client of, supplier to or other party having material business relations with the Company or any Related Company.

8. Remedies. Without limiting the remedies available to the Company and any Related Company, the Executive acknowledges that a breach of any of the covenants contained in Sections 5, 6 and 7 herein could result in irreparable injury to the Company and, as applicable, a Related Company, for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company and any affected Related Company, as the case may be, shall be entitled to obtain a temporary restraining order and/or a preliminary injunction and a permanent injunction restraining the Executive from engaging in any activities prohibited by Sections 5, 6 and 7 herein or such other equitable relief as may be required to enforce specifically any of the covenants of Sections 5, 6 and 7 herein. The foregoing provisions and the provisions of Sections 5, 6 and 7 herein shall survive the term of this Agreement and the termination of the Executive's engagement hereunder, and shall continue thereafter in full force and effect.

9. Recordings. The Executive hereby gives the Company and its assigns permission to capture and record his image or likeness by means of photograph, facial imaging or similar means ("Recordings"); to make reasonable edits to these Recordings at its discretion and to incorporate these Recordings into publications, brochures, databases, or any other media ("Publications"); and to use such Recordings and Publications for the limited purposes of marketing, publicizing, or otherwise promoting the products and/or services of the Company or any of its affiliates.

10. Termination.

(a) General. The engagement of the Executive under this Agreement may be terminated prior to the end of any Term (i) by a majority vote of the disinterested members of the Board with Cause or without Cause, or (ii) in the event of the death or Disability of the Executive. The Executive may terminate his engagement hereunder prior to the end of any Term for Good Reason or for no reason. Upon the termination of the Executive's engagement hereunder, this Agreement shall terminate and the Term shall expire on such date.

(b) Certain Defined Terms. As used herein, the following terms shall have the following meanings:

"Cause" means: (i) the Executive's willful and continued failure to substantially perform his reasonably assigned duties as an officer of the Company or otherwise perform his obligations under Sections 2 and 3 above (other than any such failure resulting from incapacity due to physical or mental condition or any failure after the Executive gives notice of termination for Good Reason) which failure is not cured within 30 days after a written demand for substantial performance or adherence is received by the Executive from the Board which specifically identifies the manner in which the Board believes the Executive has not substantially performed his duties or obligations; (ii) the Executive's willful and continued breach of the Company's material corporate policies that have been approved by the Board, which breach is not cured within 30 days after a written demand specifying such breach is received by the Executive from the Board; (iii) the Executive's willful engagement in illegal conduct or gross misconduct which is materially injurious to the Company; (iv) the Executive's willful engagement in a violation of any federal or state securities laws or the Company's Policy Regarding Special Trading Procedures, as may be amended; or (v) the Executive's material breach of Sections 3, 5, 6 and/or 7 of this Agreement and, in the case of any purported breach of Section 3, 5, 6 or 7 that is capable of being cured, such breach is not cured within 30 days after a written demand for performance or adherence is received by the Executive from the Board which specifically identifies the manner in which the Board believes the Executive has breached such provision.

"Change in Control" means an event or occurrence set forth in any one or more of subsections (i) through (iv) below, including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection:

(i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either:

(A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or

(B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities");

provided, however, that for purposes of this subsection (i), the following acquisitions shall **not** constitute a Change in Control:

(C) any acquisition of Outstanding Company Common Stock or Outstanding Company Voting Securities directly by the Company or any issuance of capital stock by the Company, in each case, solely in connection with a recapitalization or restructuring of the Company or similar transaction that does not involve, and is not part of series of transactions that would involve, any entity that is not an affiliate of the Company; or

(D) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company.

(ii) such time as the Continuing Directors do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company). The term "Continuing Director" means at any date a member of the Board:

(A) who was a member of the Board on the Effective Date;

(B) who, after the Effective Date, is nominated or elected by (or whose nomination to the Board is recommended or endorsed by) at least a majority of the directors who were directors on the Effective Date or are Continuing Directors;

provided, however, that this clause (B) excludes any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board.

(iii) the consummation of a merger, consolidation, reorganization, recapitalization, or statutory share exchange involving the Company, or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a "Business Combination"),

provided, however, that the following shall **not** constitute a Change in Control: if immediately following a Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination:

- (A) beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock in, and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors of, the resulting or acquiring corporation (which shall include, without limitation, a corporation which as a result of the Business Combination owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries), and
 - (B) such post-transaction beneficial ownership is in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively.
- (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

"Disability" means a mental or physical condition or accident, which results in the Executive being unable to perform his material duties hereunder for a period of three consecutive months, as reasonably determined by a majority of the disinterested members of the Board.

"Good Reason" means the occurrence, without the Executive's written consent, of any of the events or circumstances set forth in clauses (i) through (iii) below, provided that the Executive has given the Company written notice describing in reasonable detail the event or circumstance that she believes constitutes Good Reason and the Company has not cured it within 30 days after its receipt of such notice.

- (i) the assignment to the Executive of duties inconsistent in any material respect with his executive position with the Company, or any other action or omission by the Company which results in a material diminution in such position, authority, title or responsibilities or any change in reporting relationship, or the relocation of the Executive's principal base of operation to more than 50 miles from Cincinnati, Ohio without his consent;
- (ii) a reduction in the Executive's Base Salary or as the same was or may be increased thereafter from time to time;
- (iii) the failure by the Company to:
 - (A) continue in effect any material compensation or benefit plan or program (a **"Benefit Plan"**) in which the Executive participates, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan or program;
 - (B) continue the Executive's participation therein (or in such substitute or alternative plan) on a basis that is, both in the amount of benefits provided and the level of the Executive's participation relative to other participants, materially equal to or more favorable than the basis existing on the Effective Date;
 - (C) the failure of the Company to obtain the agreement from any successor to the Company to continue to provide the Executive with the material compensation and benefits described in Sections 4 and 10 of this Agreement;
 - (D) any failure of the Company to pay or provide to the Executive any portion of his compensation or benefits due under any Benefit Plan within seven days of the date such compensation or benefits are due; or
 - (E) any other material breach by the Company of this Agreement that is not cured within 30 days of notice specifying the nature of the breach.

(c) Payments Upon Termination.

(i) With Cause or Without Good Reason. If the Executive's engagement hereunder is terminated by the Company with Cause or by the Executive without Good Reason, the Company shall have no further obligation to make any payments or provide any benefits to the Executive hereunder after the date of termination except for (A) payments of Base Salary, any awarded but unpaid Bonus for any prior completed year, and expense reimbursement that had accrued but had not been paid prior to the date of termination, (B) payments for any accrued but unused vacation time, and (C) any benefits due through the date of termination in accordance with the terms of the Benefit Plans. Any amounts payable under this Section 10(c)(i) shall be paid within five business days of the termination date.

(ii) Without Cause or For Good Reason. If the Executive's engagement hereunder is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall receive the following: (A) the payments and benefits described in Section 10(c)(i) above, (B) all of the Executive's Time-Vested Options shall immediately vest and become exercisable in full (and shall remain exercisable for three years after such termination), (C) a Bonus for the current year through the date of termination that shall equal, pro rata, the Bonus awarded to the Executive for the most recent completed year, and (D) until the earliest to occur of (x) 12 months following the date of termination, or (y) the end of the Term then in effect immediately prior to the termination (the "Severance Period"), (1) Base Salary payable during the Severance Period at the rate in effect at the date of termination, (2) a Bonus for such severance period that shall equal, subject to pro rata adjustment if the Severance Period is less than 12 months, the Bonus awarded to the Executive for the most recent completed year, and (3) continuance at the Company's expense of the Executive's medical and dental insurance coverage in accordance with the terms of the then existing Company benefit plans (but only to the extent the Executive is allowed by such benefit plans and by law to continue participation in such benefit plans, and if such continuation is not allowed, the Company shall provide the Executive with commensurate insurance coverage at its expense). Subject to Section 10(f), any amounts payable under subsections (C) and (D) above shall be paid as follows: 50% within five business days of the termination date and 50% within six months of the termination date.

(iii) Death or Disability. If the Executive's engagement hereunder is terminated because of death or Disability, he (or his representatives) shall be entitled to all of the payments and benefits described in Section 10(c)(i) as if the Executive's engagement hereunder were terminated without Cause, except that no payments shall be made under Section 10(c)(ii)(D).

(iv) Change in Control. If (A) a Change in Control occurs prior to the expiration of the Term, (B) the Executive's engagement with the Company or its successor is terminated prior to the expiration of the Term and (C) it is reasonably demonstrated by the Executive that such termination of engagement (1) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (2) otherwise arose in anticipation of or as a result of a Change in Control, the Executive shall be entitled to the compensation and benefits she would receive under Section 10(c)(ii) above (except that the pre and post termination Bonus shall be based on the target amount in effect on the date of termination) as if he were terminated without Cause.

(d) Excise Tax Provisions.

(i) In the event that any payment or benefit received or to be received by the Executive with respect to any stock option, restricted stock or stock unit, stock appreciation right, bonus or other incentive compensation plan or agreement (collectively "Incentive Payments"), or any payments or benefits under any severance or other plan, arrangement or agreement of the Company or any of its affiliates ("Other Payments" and, together with the Incentive Payments, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), the Company shall pay to Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of all Excise Taxes on the Payments, and all Excise Taxes, federal, state and local income taxes, and federal employment taxes on the Gross-Up Payment, and any interest, penalties or additions to tax payable by Executive with respect thereto, shall be equal to the total present value (using the applicable federal rate (as defined in Section 1274(d) of the Code in such calculation) of the Payments at the time such Payments are to be made.

(ii) For purposes of determining whether any of the Payments will be subject to the Excise Tax, such determination shall be initially made by tax counsel selected by the Company. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay federal income taxes at the highest marginal rates of federal income taxation applicable to individuals in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rates of taxation applicable to individuals as are in effect in the state and locality of the Executive's residence in the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes that can be obtained from deduction of such state and local taxes, taking into account any limitations applicable to individuals subject to federal income tax at the highest marginal rates.

(iii) The Gross-Up Payments provided for in this Section 10(d) shall be made upon the earlier of (i) the payment to the Executive of any Payment or (ii) the imposition upon the Executive or payment by the Executive of any Excise Tax upon any Payment. If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding or the opinion of tax counsel that the Excise Tax is less than the amount taken into account under this Section 10(d), the Executive shall repay to the Company within thirty (30) days of the Executive's receipt of notice of such final determination or opinion the portion, of the Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and federal, state and local income tax imposed on the Gross-Up Payment being repaid by the Executive, if such repayment results in a reduction in Excise Tax or a federal, state and local income tax deduction) plus any interest received by the Executive on the amount of such repayment. If it is established pursuant to a final determination of a court, an Internal Revenue Service proceeding, or the opinion of tax counsel that the Excise Tax exceeds the amount taken into account hereunder (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess within thirty (30) days of the Company's receipt of notice of such final determination or opinion.

(e) Conditions to Payment. The obligation to make payments or provide benefits under Section 10(c)(ii) or (iv) of this Agreement shall be contingent upon the Executive executing a customary general release in form and substance reasonably acceptable to the Company and the Executive, it being understood that the Executive shall not be required to relinquish any benefits to which the Executive is entitled hereunder or pursuant to any director or officer indemnification provided by the Company. The Company's obligations hereunder to pay any premiums for medical or dental insurance benefits shall cease if the Executive is eligible to receive similar benefits from another employer. The Executive shall notify the Company promptly in writing of any such benefits earned or to be earned from another employer.

(f) Cessation of Payments. If the Executive breaches his obligations under Sections 6 or 7 of this Agreement in any material respect, the Company may, following 30 days prior written notice to the Executive specifying such breach and a reasonable opportunity to cure such breach and/or to be heard by the Board, cease all payments payable to, or on behalf of, the Executive under Sections 10(c)(ii)(C) and (D) of this Agreement and the Company shall be entitled to recover all prior payments made to the Executive under Sections 10(c)(ii)(C) and (D) of this Agreement. The cessation of these payments shall be in addition to, and not as an alternative to, any other remedies at law or in equity available to the Company, including without limitation the right to seek specific performance or an injunction.

(g) Survival. The provisions of Sections 5 through 24 of this Agreement shall survive the term of this Agreement and the termination of the Executive's engagement hereunder with the Company, and shall continue thereafter in full force and effect in accordance with their respective terms.

11. Enforceability, etc. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

12. Notices. Any notice, demand or other communication given pursuant to this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier or express mail, or mailed by first class certified or registered mail, postage prepaid, return receipt requested as follows:

If to the Executive:

James E. Taylor
1070 West Gunn Rd
Rochester, MI 48306

If to the Company:

If to the Company:

AMP Holdings, Inc.
4540 Alpine Avenue
Blue Ash, Ohio 45252
Attention: Chairman, Compensation Committee of Board of Directors

With a copy to:

Joseph S Paresi, Chairman
AMP Holding Inc.
20 Pond Lane
Armonk, NY 10504
914-643-5251
paresi@aol.com

and

Stephen M. Fleming
Law Offices of Stephen M. Fleming PLLC

49 Front Street, Suite 206
Rockville Centre, New York 11570
Phone 516-833-5034
Fax 516-977-1209
email: smf@flemingpllc.com

or at such other address as may have been furnished by such person in writing to the other party.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its choice of law provisions.

14. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument signed by the Company and the Executive. No waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

15. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns, except that the rights and obligations of the Executive are personal and may not be assigned without the Company's prior written consent. Any assignment of this Agreement by the Company shall not constitute a termination of the Executive's engagement hereunder.

16. Entire Agreement. This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby and replaces and supersedes all other agreements and understandings relating to the subject matter contained herein.

17. Directors' and Officers' Insurance; Indemnification.

(a) The Company shall provide the Executive with (i) the coverage applicable to the officers of the Company under the Company's policies of directors' and officers' insurance as may be in effect from time to time, and (ii) the most favorable indemnification that the Company from time to time extends to any of its officers or directors, whether under the Company's by-laws, Certificate of Incorporation, by contract or otherwise.

(b) The Company shall amend its directors' and officers' liability insurance policy to add the Executive as a named insured under such policy.

(c) For so long as the Executive serves as an officer or director of the Company, the Company shall maintain directors' and officers' liability insurance with an insurer which maintains a rating of not less than A- by Fitch or A.M. Best with at least the current level of coverage.

18. Representations and Warranties of the Executive. The Executive represents and warrants to the Company that, as of the date hereof, neither his execution and delivery of this Agreement nor the performance of his obligations hereunder will conflict with, violate or result in a breach of any agreement or obligation to which she is a party or by which she is bound.

19. Representations and Warranties of the Company. The Company represents and warrants to the Executive that, as of the date hereof:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite organizational authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted under this Agreement;

(b) it has the organizational power and authority to execute, deliver and perform its obligations under this Agreement;

(c) all necessary action has been taken to authorize its execution, delivery and performance of this Agreement and this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity;

(d) neither its execution and delivery of this Agreement nor the performance of its obligations hereunder will:

(i) conflict with or violate any provision of its certificate of incorporation or by-laws or equivalent organizational documents;

(ii) conflict with, violate or result in a breach of any constitution, law, judgment, regulation or order of any governmental authority applicable to it; or

(iii) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest or other encumbrance under any term or condition of any mortgage, indenture, loan agreement or other agreement to which it is a party or by which its properties or assets are bound;

(e) no approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority or third party is required for its valid execution, delivery and performance of this Agreement, except such as have been duly obtained or made; and

(f) there is no action, suit or proceeding, at law or in equity, by or before any court, tribunal or governmental authority or third party pending, or, to its knowledge, threatened, which, if adversely determined, would materially and adversely affect its ability to perform its obligations hereunder or the validity or enforceability of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, including counterpart signature pages or counterpart facsimile signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Review of Agreement. Each party hereto acknowledges that she or it (a) has carefully read and understands all of the provisions of this Agreement and has had the opportunity for this Agreement to be reviewed by counsel, (b) is voluntarily entering into this Agreement and (c) has not relied upon any representation or statement made by the other party (or its affiliates, equity holders, agents, representatives, employees and attorneys) with regard to the subject matter or effect of this Agreement. The Executive also acknowledges that his compliance with certain of the provisions of this Agreement is necessary to protect the goodwill, customer relationships and Confidential Information of the Company and each Related Company.

22. Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

23. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement.

24. Notification of New Employer. In the event that the Executive is no longer providing services to the Company under this Agreement, the Executive consents to notification by the Company to the Executive's new employer or its agents regarding the Executive's rights and obligations under this Agreement.

[Signature Page Follows]

This Agreement has been executed and delivered as a sealed instrument as of the date first above written.

AMP Holding, Inc

Date: December 8, 2010

/s/ Joseph S. Paresi

By: Joseph S. Paresi

Title: Chairman of the Board

Date: December 8, 2010

/s/ James Taylor

James Taylor

Exhibit A

Description of CEO Role

The CEO – Role and Responsibility.

- a) Goals and objectives of CEO's position are to lead the affairs of AMP in accordance with the law and corporate bylaws, policies and procedures approved by the Board to optimize growth, profitability and shareholder value.
- b) Duties and responsibilities are:
 - To assure that the directives, policies and procedures approved by the Board are implemented throughout the Corporation.
 - To develop with the Board over the course of time the strategic direction of the Corporation.
 - To use the talents of the Board in advancing the goals and objectives of the Corporation.
 - To establish suitable current and long-term goals and objectives for the Corporation and to develop clear plans for achieving them together with expense and capital budgets. To present these, at least annually, to the Board for acceptance and approval.
 - To monitor and measure the Corporation's progress toward achieving the agreed upon goals and objectives. To report such progress to the Board at each Board meeting in enough detail so the Board may make informed judgments about the Corporations' health and welfare.
 - To establish both operating procedures and organization, structure and staffing requirements of the Corporation best calculated to assure continued, optimum growth, profitability and return on capital employed. Recommend these to the Board for approval and acceptance.
 - To recommend to the Board for acceptance and approval such changes in the Corporations' business, operating
- c) Authority vested in the position.
 - The CEO of the Corporation has the authority needed to carry out the duties and responsibilities of the position and to commit the resources of the Corporation so long as both are done in accordance with applicable laws, the bylaws of the Corporation and the plans, budgets, policies and procedures approved by the Board
 - Portions of the duties and responsibilities as CEO may be delegated to others, but such delegation does not relieve the CEO of the responsibility for carrying out the duties of the position.
- d) AMP believes that its CEO should demonstrate the following traits of leadership:
 - Record of high achievement.

- Unquestionable integrity.
- Sense of vision.
- Development of Executive Team.
- Empowerment of Executive Team.
- Physical health and stamina.
- High intelligence.
- Sense of fairness.
- Sense of purpose.
- Ability to rally the total organization and lead them in the achievement of the corporate vision.
- Focus, but open to opportunity.
- Strong judgment and ability to make the right decisions.
- Strong financial acumen and ability to focus on sound financial growth.
- Common sense.
- Creative solutions to tough problems.

Exhibit B

AMP Holding Inc. – Fringe Benefits

To be determined by the Board of Directors

EMPLOYMENT AGREEMENT

This Agreement (the "Agreement"), dated as of December 8, 2010, is by and between AMP Holding Inc., a Nevada corporation (the "Company") and Stephen S. Burns (hereinafter referred to as the "Executive").

Introduction

The Company desires that the Executive perform services for the Company pursuant to the terms and conditions set forth herein. The Executive will have significant access to information concerning the Company and its business. The disclosure of such information or the engaging in competitive activities would cause substantial harm to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The initial term of this Agreement (the "Initial Term") shall commence on the date of the signing of this agreement by both parties (the "Effective Date"), and continue for two years thereafter (unless this Agreement is terminated earlier in accordance with Section 10 below). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for consecutive one-year terms, unless a party hereto gives the other party written notice of non-renewal, which notice must be received no later than 60 days prior to the expiration of the Term. The Initial Term, together with any extension thereof, is sometimes referred to herein as the "Term."

2. Duties. The Executive will serve as the President of the Company and shall have duties of an executive nature that are attendant to his position as described in the by-laws of the Company and as may be reasonably assigned to him by the Board of Directors of the Company (the "Board") and the CEO. The Executive will report to the CEO but nothing herein shall interfere with or limit the oversight responsibilities of the Board. Unless otherwise agreed to by the Executive and the Board, the Executive's principal base of operation will be based in Cincinnati, Ohio region.

3. Full Time; Best Efforts. The Executive shall use his best efforts to promote the interests of the Company and shall devote his full business time and efforts to its business and affairs and shall not provide management services to any other company or otherwise engage in business activities that would reasonably be expected to materially interfere with the performance of the Executive's duties, services and responsibilities hereunder.

4. Compensation and Benefits. During the Term, the Executive will receive the following compensation and benefits:

(a) Base Salary. The Executive will receive a salary at the rate of \$200,000 annually (the "Base Salary"); provided, however, only fifty-percent (50%) of the Base Salary (\$100,000) shall be payable in equal increments of not less often than monthly in arrears and in any event consistent with the Company's payroll policy and practices. The remaining fifty-percent (50%) of the Base Salary (the "Deferred Salary") shall accrue and be deferred until such time that the Board elects to increase the Base Salary to include all or a portion of the Deferred Salary. However, the Board, in its absolute sole discretion, will only increase the Base Salary to include all or a portion of the Deferred Salary in connection to a significant event, such as a Change in Control (as defined below) or the Company achieving positive cash flows from operating activities as set forth in the Company's financial statements as filed with the Securities and Exchange Commission. In addition, the Base Salary of the Executive may from time to time be increased, but not decreased, by the Board, in its absolute discretion.

(b) Bonus. The Executive will be eligible for annual bonuses with a target amount of 100% of his Base Salary (the “Bonus”). The actual amount of any Bonus may be more or less than such target and shall be determined by the Board based on the achievement of corporate and individual objectives determined by the Board on an annual basis, in its absolute discretion. Half (50%) of the Bonus may be paid, in the Company’s discretion, in unregistered common stock, par value \$0.001 per share, of the Company (“Common Stock”), at a price per share equal to the weighted average closing price per share of the Common Stock over the twenty most recent trading days on the Over-the-Counter Bulletin Board (the “OTCBB”) as reported by a reliable reporting service (“Reporting Service”) as determined by the Company or, if the OTCBB is not the principal trading market for such security, the weighted average closing price per share of the Common Stock over the twenty most recent trading days on the principal securities exchange or trading market where such security is listed or traded. If the trading price cannot be calculated for such security on such date in the manner provided above, the trading price shall be the fair market value as determined by the Company. In the event the Company elects to pay all or any portion of such bonus in shares of Common Stock, the payment of such shares shall be deferred at the Executive’s election by crediting such shares to a notional account with the Company and shall be distributed from such account upon the later of (i) the date designated (to the extent consistent with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)) by the Executive with respect to such bonus or (ii) the earliest to occur of the 30th day after the first anniversary of the date that annual bonuses are paid in cash or would have been paid to the other members of management of the Company, or the Executive’s death, disability or termination of employment.

(c) Benefits. In addition to the Base Salary and any Bonus, the Executive will be entitled to receive health, welfare and fringe benefits that are generally available to the Company’s management employees in accordance with the then existing terms and conditions of the Company’s policies. The Company’s current fringe benefits for management employees are set forth on Exhibit A hereto. The Executive will be entitled to reimbursement of all reasonable expenses incurred by him in his performance of services on behalf of the Company hereunder, subject to the presentation of appropriate documentation and other reimbursement policies generally applicable to the Company’s management employees.

(d) Withholding. The Company will withhold from compensation payable hereunder all applicable federal, state and local withholding taxes.

(e) Options. As additional compensation to the Executive hereunder, the Company will, at the Effective Time, execute and deliver options, granting the Executive the right to purchase (i) 300,000 shares of the Common Stock, at an exercise price per share equal to the weighted average closing price per share of the Common Stock over the twenty most recent trading days on the OTCBB as reported by a Reporting Service or, if the OTCBB is not the principal trading market for such security, the weighted average closing price per share of the Common Stock over the twenty most recent trading days on the principal securities exchange or trading market where such security is listed or traded. If the trading price cannot be calculated for such security on such date in the manner provided above, the trading price shall be the fair market value as determined by the Company, which shall vest in equal annual installments starting on the Effective Date and on the anniversary of this Agreement for two years thereafter, and shall be exercisable for ten years from the grant date (the “Time-Vested Options”). The Time-Vested Options shall be Nonstatutory Stock Options within the meaning of the Plan. The Time-Vested Options shall be issued pursuant to an option grant which, except as otherwise provided for in this Agreement, shall be in the form used for other participants in the Company’s 2010 Stock Incentive Plan (the “Plan”). Except as otherwise provided in Section 10 below, in no event shall the Time-Vested Options vest unless the Executive is a full time employee of the Company on the vesting date. The Board may also, in its sole discretion, at the time the equity compensation of other management employees of the Company is reviewed, consider and grant additional equity-based compensation to the Executive during the Term.

(f) Common Stock Purchase Warrants. The Company agrees to also provide the Executive with a Common Stock Purchase Warrant to acquire 300,000 shares of Common Stock exercisable at any time over next five years at an exercise price of \$2.00 per share.

5. Confidentiality. The Executive agrees that during the Term and thereafter:

(a) The Executive has not and will not at any time, directly or indirectly, disclose or divulge any Confidential Information (as hereinafter defined), except as reasonably necessary or advisable in connection with the performance of the Executive's duties for the Company, or except to the extent required by law (but only after the Executive, to the extent practicable given the nature of the legal requirement, has provided the Company with reasonable notice and opportunity to take action against any legally required disclosure). As used herein, "**Confidential Information**" means all information concerning the business of the Company or of any of its subsidiaries ("**Related Companies**"), or any customer or vendor of any of the Related Companies, (whether or not subject to copyright, patent or other intellectual property protection) that has an independent economic value from not being readily known, is not ascertainable by proper means by others and is not generally known to the public, or which would constitute a trade secret as may be defined by the Uniform Trade Secrets Act or under the laws governing this Agreement, and any oral, electronic or written communications thereof, including, but not limited to, specifications, designs, concepts, plans, programs, software, other developments relating to products and services, proposal plans, marketing data and financial information, and all copies and tangible embodiments thereof (in whatever form or medium); provided, that Confidential Information shall not include any information that is publicly available through no fault of the Executive or disclosed pursuant to applicable securities laws.

(b) The Executive has not and shall not make use whatsoever, directly or indirectly, of any Confidential Information at any time, except as reasonably necessary or advisable in connection with the performance of the Executive's duties for the Company.

(c) Upon the Company's request at any time and for any reason, the Executive shall immediately deliver to the Company all materials (whether in electronic or hard copy form) in the Executive's possession which contain or relate to Confidential Information.

(d) When in possession of Confidential Information, the Executive will not engage in any transaction in the Company's securities.

6. Intellectual Property.

(a) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, the "**Developments**") made by the Executive, either alone or in conjunction with others, at any time or at any place during his service with the Company, whether or not reduced to writing or practice during such period, which relate to the business in which any Related Company is then engaged or in which any Related Company then intends to engage, shall be and hereby are the exclusive property of the Company without any further compensation to the Executive. Any Developments employed and made by the Executive, either solely or jointly with others, within six months following the termination of the Executive's services hereunder that relate to the Company's actual day-to-day operations or core competencies in which the Executive was actively involved, shall be irrefutably presumed to have been made in the course of such employment with the use of the Company's time, materials or facilities. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by the Executive are intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company without any further compensation to the Executive.

(b) If, and to the extent, any of the Developments is not considered a “work for hire,” the Executive shall, without further compensation, assign to the Company and does hereby assign to the Company, the Executive’s entire right, title and interest in and to all Developments. At the Company’s expense and at the Company’s request, the Executive shall provide reasonable assistance and cooperation, including, without limitation, the execution of documents in order to obtain, enforce, defend and/or maintain the Company’s proprietary rights in the Developments throughout the world. The Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Executive’s agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive the Executive’s death or incapacity), to act for and in the Executive’s behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or such other similar documents, with the same legal force and effect as if executed by the Executive.

7. Noncompetition. The Executive acknowledges and agrees that in the performance of this Agreement, he will be brought into frequent contact, either in person, by telephone, through electronic means or through the mails, with existing and potential customers of the Company. The Executive also acknowledges that any Confidential Information gained by his during the Term has been developed by the Company through substantial expenditures of time and money and constitutes valuable and unique property of the Company. The Executive further understands and agrees that the foregoing makes it necessary for the protection of the Company’s business that the Executive not compete with the Company during the Term and not compete with the Company for a reasonable period after the Term, as further provided in the following provisions. Accordingly, the Executive agrees that so long as she is an employee of the Company and for 12 months thereafter:

(a) The Executive will not, directly or indirectly, individually or as a consultant to, or employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity, other than the Company or a Related Company, engage in or assist any other person or entity to engage in any business which directly or indirectly competes with any business in which the Company or any Related Company is engaging or in which the Company or any Related Company plans to engage or is actively evaluating engaging, during or at the time of the termination of the Executive’s engagement hereunder, anywhere in the United States or anywhere else in the world where the Company or any Related Company does business, or plans to do business or is actively evaluating doing business; provided that nothing contained herein shall prohibit the Executive from being a passive owner of less than one percent (1%) of the outstanding stock or any class of securities of any corporation or other entity which is publicly traded or privately held; and

(b) The Executive will not, directly or indirectly, individually or as a consultant to, or employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity solicit or endeavor to entice away from the Company or any Related Company, or offer employment or any consulting arrangement to, or otherwise materially interfere with the business relationship of the Company or any Related Company with, any person or entity who is, or was within the one year period immediately prior to the termination of the Executive’s engagement hereunder, (i) employed by or a consultant to the Company or any Related Company or (ii) a customer or client of, supplier to or other party having material business relations with the Company or any Related Company.

8. Remedies. Without limiting the remedies available to the Company and any Related Company, the Executive acknowledges that a breach of any of the covenants contained in Sections [5](#), [6](#) and [7](#) herein could result in irreparable injury to the Company and, as applicable, a Related Company, for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company and any affected Related Company, as the case may be, shall be entitled to obtain a temporary restraining order and/or a preliminary injunction and a permanent injunction restraining the Executive from engaging in any activities prohibited by Sections [5](#), [6](#) and [7](#) herein or such other equitable relief as may be required to enforce specifically any of the covenants of Sections [5](#), [6](#) and [7](#) herein. The foregoing provisions and the provisions of Sections [5](#), [6](#) and [7](#) herein shall survive the term of this Agreement and the termination of the Executive’s engagement hereunder, and shall continue thereafter in full force and effect.

9. Recordings. The Executive hereby gives the Company and its assigns permission to capture and record his image or likeness by means of photograph, facial imaging or similar means (“**Recordings**”); to make reasonable edits to these Recordings at its discretion and to incorporate these Recordings into publications, brochures, databases, or any other media (“**Publications**”); and to use such Recordings and Publications for the limited purposes of marketing, publicizing, or otherwise promoting the products and/or services of the Company or any of its affiliates.

10. Termination.

(a) **General.** The engagement of the Executive under this Agreement may be terminated prior to the end of any Term (i) by a majority vote of the disinterested members of the Board with Cause or without Cause, or (ii) in the event of the death or Disability of the Executive. The Executive may terminate his engagement hereunder prior to the end of any Term for Good Reason or for no reason. Upon the termination of the Executive’s engagement hereunder, this Agreement shall terminate and the Term shall expire on such date.

(b) Certain Defined Terms. As used herein, the following terms shall have the following meanings:

“Cause” means: (i) the Executive’s willful and continued failure to substantially perform his reasonably assigned duties as an officer of the Company or otherwise perform his obligations under Sections 2 and 3 above (other than any such failure resulting from incapacity due to physical or mental condition or any failure after the Executive gives notice of termination for Good Reason) which failure is not cured within 30 days after a written demand for substantial performance or adherence is received by the Executive from the Board which specifically identifies the manner in which the Board believes the Executive has not substantially performed his duties or obligations; (ii) the Executive’s willful and continued breach of the Company’s material corporate policies that have been approved by the Board, which breach is not cured within 30 days after a written demand specifying such breach is received by the Executive from the Board; (iii) the Executive’s willful engagement in illegal conduct or gross misconduct which is materially injurious to the Company; (iv) the Executive’s willful engagement in a violation of any federal or state securities laws or the Company’s Policy Regarding Special Trading Procedures, as may be amended; or (v) the Executive’s material breach of Sections 3, 5, 6 and/or 7 of this Agreement and, in the case of any purported breach of Section 3, 5, 6 or 7 that is capable of being cured, such breach is not cured within 30 days after a written demand for performance or adherence is received by the Executive from the Board which specifically identifies the manner in which the Board believes the Executive has breached such provision.

“Change in Control” means an event or occurrence set forth in any one or more of subsections (i) through (iv) below, including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection:

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either:
 - (A) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or
 - (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”);

provided, however, that for purposes of this subsection (i), the following acquisitions shall **not** constitute a Change in Control:

- (C) any acquisition of Outstanding Company Common Stock or Outstanding Company Voting Securities directly by the Company or any issuance of capital stock by the Company, in each case, solely in connection with a recapitalization or restructuring of the Company or similar transaction that does not involve, and is not part of series of transactions that would involve, any entity that is not an affiliate of the Company; or
 - (D) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company.
- (ii) such time as the Continuing Directors do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company). The term “Continuing Director” means at any date a member of the Board:
 - (A) who was a member of the Board on the Effective Date;
 - (B) who, after the Effective Date, is nominated or elected by (or whose nomination to the Board is recommended or endorsed by) at least a majority of the directors who were directors on the Effective Date or are Continuing Directors;

provided, however, that this clause (B) excludes any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board.

- (iii) the consummation of a merger, consolidation, reorganization, recapitalization, or statutory share exchange involving the Company, or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a "Business Combination"),

provided, however, that the following shall *not* constitute a Change in Control: if immediately following a Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination:

- (A) beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock in, and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors of, the resulting or acquiring corporation (which shall include, without limitation, a corporation which as a result of the Business Combination owns the Company or substantially all of the Company's assets either directly or through one or more subsidiaries), and
 - (B) such post-transaction beneficial ownership is in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively.
- (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

"Disability" means a mental or physical condition or accident, which results in the Executive being unable to perform his material duties hereunder for a period of three consecutive months, as reasonably determined by a majority of the disinterested members of the Board.

"Good Reason" means the occurrence, without the Executive's written consent, of any of the events or circumstances set forth in clauses (i) through (iii) below, provided that the Executive has given the Company written notice describing in reasonable detail the event or circumstance that she believes constitutes Good Reason and the Company has not cured it within 30 days after its receipt of such notice.

- (i) the assignment to the Executive of duties inconsistent in any material respect with his executive position with the Company, or any other action or omission by the Company which results in a material diminution in such position, authority, title or responsibilities or any change in reporting relationship, or the relocation of the Executive's principal base of operation to more than 50 miles from Cincinnati, Ohio without his consent;
- (ii) a reduction in the Executive's Base Salary or as the same was or may be increased thereafter from time to time;
- (iii) the failure by the Company to:
 - (A) continue in effect any material compensation or benefit plan or program (a "Benefit Plan") in which the Executive participates, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan or program;
 - (B) continue the Executive's participation therein (or in such substitute or alternative plan) on a basis that is, both in the amount of benefits provided and the level of the Executive's participation relative to other participants, materially equal to or more favorable than the basis existing on the Effective Date;
 - (C) the failure of the Company to obtain the agreement from any successor to the Company to continue to provide the Executive with the material compensation and benefits described in Sections 4 and 10 of this Agreement;
 - (D) any failure of the Company to pay or provide to the Executive any portion of his compensation or benefits due under any Benefit Plan within seven days of the date such compensation or benefits are due; or
 - (E) any other material breach by the Company of this Agreement that is not cured within 30 days of notice specifying the nature of the breach.



(c) Payments Upon Termination.

(i) With Cause or Without Good Reason. If the Executive's engagement hereunder is terminated by the Company with Cause or by the Executive without Good Reason, the Company shall have no further obligation to make any payments or provide any benefits to the Executive hereunder after the date of termination except for (A) payments of Base Salary, any awarded but unpaid Bonus for any prior completed year, and expense reimbursement that had accrued but had not been paid prior to the date of termination, (B) payments for any accrued but unused vacation time, and (C) any benefits due through the date of termination in accordance with the terms of the Benefit Plans. Any amounts payable under this Section 10(c)(i) shall be paid within five business days of the termination date.

(ii) Without Cause or For Good Reason. If the Executive's engagement hereunder is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall receive the following: (A) the payments and benefits described in Section 10(c)(i) above, (B) all of the Executive's Time-Vested Options shall immediately vest and become exercisable in full (and shall remain exercisable for three years after such termination), (C) a Bonus for the current year through the date of termination that shall equal, pro rata, the Bonus awarded to the Executive for the most recent completed year, and (D) until the earliest to occur of (x) 12 months following the date of termination, or (y) the end of the Term then in effect immediately prior to the termination (the "Severance Period"), (1) Base Salary payable during the Severance Period at the rate in effect at the date of termination, (2) a Bonus for such severance period that shall equal, subject to pro rata adjustment if the Severance Period is less than 12 months, the Bonus awarded to the Executive for the most recent completed year, and (3) continuance at the Company's expense of the Executive's medical and dental insurance coverage in accordance with the terms of the then existing Company benefit plans (but only to the extent the Executive is allowed by such benefit plans and by law to continue participation in such benefit plans, and if such continuation is not allowed, the Company shall provide the Executive with commensurate insurance coverage at its expense). Subject to Section 10(f), any amounts payable under subsections (C) and (D) above shall be paid as follows: 50% within five business days of the termination date and 50% within six months of the termination date.

(iii) Death or Disability. If the Executive's engagement hereunder is terminated because of death or Disability, he (or his representatives) shall be entitled to all of the payments and benefits described in Section 10(c)(i) as if the Executive's engagement hereunder were terminated without Cause, except that no payments shall be made under Section 10(c)(ii)(D).

(iv) Change in Control. If (A) a Change in Control occurs prior to the expiration of the Term, (B) the Executive's engagement with the Company or its successor is terminated prior to the expiration of the Term and (C) it is reasonably demonstrated by the Executive that such termination of engagement (1) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (2) otherwise arose in anticipation of or as a result of a Change in Control, the Executive shall be entitled to the compensation and benefits she would receive under Section 10(c)(ii) above (except that the pre and post termination Bonus shall be based on the target amount in effect on the date of termination) as if he were terminated without Cause.

(d) Excise Tax Provisions.

(i) In the event that any payment or benefit received or to be received by the Executive with respect to any stock option, restricted stock or stock unit, stock appreciation right, bonus or other incentive compensation plan or agreement (collectively "Incentive Payments"), or any payments or benefits under any severance or other plan, arrangement or agreement of the Company or any of its affiliates ("Other Payments") and, together with the Incentive Payments, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), the Company shall pay to Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of all Excise Taxes on the Payments, and all Excise Taxes, federal, state and local income taxes, and federal employment taxes on the Gross-Up Payment, and any interest, penalties or additions to tax payable by Executive with respect thereto, shall be equal to the total present value (using the applicable federal rate (as defined in Section 1274(d) of the Code in such calculation) of the Payments at the time such Payments are to be made.

(ii) For purposes of determining whether any of the Payments will be subject to the Excise Tax, such determination shall be initially made by tax counsel selected by the Company. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay federal income taxes at the highest marginal rates of federal income taxation applicable to individuals in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rates of taxation applicable to individuals as are in effect in the state and locality of the Executive's residence in the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes that can be obtained from deduction of such state and local taxes, taking into account any limitations applicable to individuals subject to federal income tax at the highest marginal rates.

(iii) The Gross-Up Payments provided for in this Section 10(d) shall be made upon the earlier of (i) the payment to the Executive of any Payment or (ii) the imposition upon the Executive or payment by the Executive of any Excise Tax upon any Payment. If it is established pursuant to a final determination of a court or an Internal Revenue Service proceeding or the opinion of tax counsel that the Excise Tax is less than the amount taken into account under this Section 10(d), the Executive shall repay to the Company within thirty (30) days of the Executive's receipt of notice of such final determination or opinion the portion, of the Gross-Up Payment attributable to such reduction (plus the portion of the Gross-Up Payment attributable to the Excise Tax and federal, state and local income tax imposed on the Gross-Up Payment being repaid by the Executive, if such repayment results in a reduction in Excise Tax or a federal, state and local income tax deduction) plus any interest received by the Executive on the amount of such repayment. If it is established pursuant to a final determination of a court, an Internal Revenue Service proceeding, or the opinion of tax counsel that the Excise Tax exceeds the amount taken into account hereunder (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess within thirty (30) days of the Company's receipt of notice of such final determination or opinion.

(e) Conditions to Payment. The obligation to make payments or provide benefits under Section 10(c)(ii) or (iv) of this Agreement shall be contingent upon the Executive executing a customary general release in form and substance reasonably acceptable to the Company and the Executive, it being understood that the Executive shall not be required to relinquish any benefits to which the Executive is entitled hereunder or pursuant to any director or officer indemnification provided by the Company. The Company's obligations hereunder to pay any premiums for medical or dental insurance benefits shall cease if the Executive is eligible to receive similar benefits from another employer. The Executive shall notify the Company promptly in writing of any such benefits earned or to be earned from another employer.

(f) Cessation of Payments. If the Executive breaches his obligations under Sections 6 or 7 of this Agreement in any material respect, the Company may, following 30 days prior written notice to the Executive specifying such breach and a reasonable opportunity to cure such breach and/or to be heard by the Board, cease all payments payable to, or on behalf of, the Executive under Sections 10(c)(ii)(C) and (D) of this Agreement and the Company shall be entitled to recover all prior payments made to the Executive under Sections 10(c)(ii)(C) and (D) of this Agreement. The cessation of these payments shall be in addition to, and not as an alternative to, any other remedies at law or in equity available to the Company, including without limitation the right to seek specific performance or an injunction.

(g) Survival. The provisions of Sections 5 through 24 of this Agreement shall survive the term of this Agreement and the termination of the Executive's engagement hereunder with the Company, and shall continue thereafter in full force and effect in accordance with their respective terms.

11. Enforceability, etc. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

12. Notices. Any notice, demand or other communication given pursuant to this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier or express mail, or mailed by first class certified or registered mail, postage prepaid, return receipt requested as follows:

If to the Executive:

Stephen S. Burns
c/o AMP Holdings, Inc.
4540 Alpine Avenue
Blue Ash, Ohio 45252

If to the Company:

AMP Holdings, Inc.
4540 Alpine Avenue
Blue Ash, Ohio 45252
Attention: Chairman, Compensation Committee of Board of Directors

With a copy to:

Joseph S Paresi, Chairman
AMP Holding Inc.
20 Pond Lane
Armonk, NY 10504
914-643-5251
paresi@aol.com

and

Stephen M. Fleming
Law Offices of Stephen M. Fleming PLLC

49 Front Street, Suite 206
Rockville Centre, New York 11570
Phone 516-833-5034
Fax 516-977-1209
email: smf@flemingpllc.com

or at such other address as may have been furnished by such person in writing to the other party.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its choice of law provisions.

14. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument signed by the Company and the Executive. No waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

15. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns, except that the rights and obligations of the Executive are personal and may not be assigned without the Company's prior written consent. Any assignment of this Agreement by the Company shall not constitute a termination of the Executive's engagement hereunder.

16. Entire Agreement. This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby and replaces and supersedes all other agreements and understandings relating to the subject matter contained herein.

17. Directors' and Officers' Insurance; Indemnification.

(a) The Company shall provide the Executive with (i) the coverage applicable to the officers of the Company under the Company's policies of directors' and officers' insurance as may be in effect from time to time, and (ii) the most favorable indemnification that the Company from time to time extends to any of its officers or directors, whether under the Company's by-laws, Certificate of Incorporation, by contract or otherwise.

(b) The Company shall amend its directors' and officers' liability insurance policy to add the Executive as a named insured under such policy.

(c) For so long as the Executive serves as an officer or director of the Company, the Company shall maintain directors' and officers' liability insurance with an insurer which maintains a rating of not less than A- by Fitch or A.M. Best with at least the current level of coverage.

18. Representations and Warranties of the Executive. The Executive represents and warrants to the Company that, as of the date hereof, neither his execution and delivery of this Agreement nor the performance of his obligations hereunder will conflict with, violate or result in a breach of any agreement or obligation to which she is a party or by which she is bound.

19. Representations and Warranties of the Company. The Company represents and warrants to the Executive that, as of the date hereof:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is formed and has all requisite organizational authority to own its property and assets and to conduct its business as presently conducted or proposed to be conducted under this Agreement;

(b) it has the organizational power and authority to execute, deliver and perform its obligations under this Agreement;

(c) all necessary action has been taken to authorize its execution, delivery and performance of this Agreement and this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity;

(d) neither its execution and delivery of this Agreement nor the performance of its obligations hereunder will:

(i) conflict with or violate any provision of its certificate of incorporation or by-laws or equivalent organizational documents;

(ii) conflict with, violate or result in a breach of any constitution, law, judgment, regulation or order of any governmental authority applicable to it; or

(iii) conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest or other encumbrance under any term or condition of any mortgage, indenture, loan agreement or other agreement to which it is a party or by which its properties or assets are bound;

(e) no approval, authorization, order or consent of, or declaration, registration or filing with any governmental authority or third party is required for its valid execution, delivery and performance of this Agreement, except such as have been duly obtained or made; and

(f) there is no action, suit or proceeding, at law or in equity, by or before any court, tribunal or governmental authority or third party pending, or, to its knowledge, threatened, which, if adversely determined, would materially and adversely affect its ability to perform its obligations hereunder or the validity or enforceability of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, including counterpart signature pages or counterpart facsimile signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Review of Agreement. Each party hereto acknowledges that she or it (a) has carefully read and understands all of the provisions of this Agreement and has had the opportunity for this Agreement to be reviewed by counsel, (b) is voluntarily entering into this Agreement and (c) has not relied upon any representation or statement made by the other party (or its affiliates, equity holders, agents, representatives, employees and attorneys) with regard to the subject matter or effect of this Agreement. The Executive also acknowledges that his compliance with certain of the provisions of this Agreement is necessary to protect the goodwill, customer relationships and Confidential Information of the Company and each Related Company.

22. Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

23. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement.

24. Notification of New Employer. In the event that the Executive is no longer providing services to the Company under this Agreement, the Executive consents to notification by the Company to the Executive's new employer or its agents regarding the Executive's rights and obligations under this Agreement.

[Signature Page Follows]

This Agreement has been executed and delivered as a sealed instrument as of the date first above written.

AMP Holding Inc

Date: December 8, 2010

/s/ Joseph S. Paresi

By: Joseph S. Paresi

Title: Chairman of the Board

Date: December 8, 2010

/s/ Stephen S. Burns

Stephen S. Burns

Exhibit A

AMP Holding Inc. – Fringe Benefits

To be determined by the Board of Directors

AMP Holding Inc.
4540 Alpine Avenue
Blue Ash, Ohio 45242

December 8, 2010

Joseph Paresi

Letter of Appointment – Board of Directors

Dear Mr. Paresi:

We are pleased to offer you the role as a director of the Board of Directors (the “Board”) of AMP Holding Inc. (the “Company”). This letter contains the terms of your appointment as a director of the Board of Directors of the Company and will be effective from the date of the signing of this letter.

1. Your Duties:

- a) You will be expected to attend all meetings (either in person or by teleconference) of the Board of the Company, of which we expect to hold approximately four per annum as well as sign all written consents if you deem appropriate. In addition, you will be expected to perform such other duties as are reasonably contemplated by your holding office as a director of the Company or which may reasonably be assigned to you by the Board from time to time.
- b) As a director you will:
 - i) Perform to the best of your abilities and knowledge the duties reasonably assigned to you by the Board from time to time, whether during or outside business hours and at such places as the Board reasonably requires;
 - ii) Use all reasonable efforts to promote the interests of the Company;
 - iii) Attend directors’ meetings;
 - iv) Act in the best interests of the Company; and
 - v) Work closely with the Board of Directors and the Chief Executive Officer.
- c) As you will appreciate, however, your time commitment will ultimately be a product of the matters confronting the Company from time to time and matters properly requiring your attention as a director of the Company.

2. Remuneration:

a) Fees

i) The Company will pay you an annual fee of US\$60,000.

ii) The Company shall pay the annual fee in equal monthly instalments in arrears on the last day of each month. Your first and last instalments of the annual fee will be apportioned if necessary. The fee will be paid by wire to your nominated bank account.

iii) Your fees shall be subject to adjustment periodically as determined by the Board.

b) Options: The Company shall grant you options to purchase 500,000 shares of the Company's common stock at US\$0.72 per share. The options will expire five years from the vesting period. Options will vest as follows: 125,000 shall vest on the effective date of this agreement and 75,000 every six months thereafter until the total amount has vested.

c) Common Stock Purchase Warrants: The Company agrees to also provide you with a Common Stock Purchase Warrant to acquire 500,000 shares of Common Stock exercisable at any time over next five years at an exercise price of \$2.00 per share.

3. Expenses: Subject to you providing the Company with receipts or other evidence of payment, the Company will pay for or reimburse you for all travelling, hotel and other expenses reasonably incurred by you in connection with attending and returning from Board, Committee, Company, meetings or otherwise in connection with the Company's business. Reasonable travel and out of pocket expenses used in connection with the business of the Group shall include:

a) Cell phone bills;

b) Domestic and international travel (economy class under 4 hours and business class over 4 hours); and

c) Hotel accommodation.

4. Termination of Appointment:

a) Your appointment as the Director may be terminated at any time by the vote of the stockholders of the Company in accordance with the certificate of incorporation and bylaws of the Company.

b) You acknowledge and agree that if the shareholders of the Company terminate your appointment, you will have no claim of any kind against the Company by reason of the termination.

c) You are at liberty to terminate the appointment at any time by notice in writing to the Company.

5. What happens after termination of appointment?

If your appointment is terminated for any reason or you resign for any reason:

a) The Company may set off any amounts you owe the Company against any amounts the Company owes to you as a Director at the date of termination except for amounts the Company is not entitled by law to set off;

b) You must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, keys and vehicles; and

c) You must not record any confidential information in any form after termination.

6. Prohibited Activities:

- a) You undertake to the Company that you will not during the term of your appointment engage in a business or an activity that would place you in a position of conflict in respect of the performance of your duties.
- b) The terms of your appointment do not restrict you from accepting appointment as a director of any other company outside of the Company's industry, providing consulting services or any other business or other activity whatsoever. The Company acknowledges and accepts your current roles as a director. You recognize that the services to be performed by you under the Agreement are special, unique and extraordinary. The parties confirm that it is reasonably necessary for the protection of the Company's goodwill that you agree, and accordingly, you do hereby agree and covenant, that during your term as director, you will not, directly or indirectly, except for the benefit of the Company:
- i. become an officer, director, more than 2% stockholder, partner, associate, employee, owner, proprietor, agent, creditor, independent contractor, co-venturer or otherwise, or be interested in or associated with any other corporation, firm or business engaged in the same or any similar business competitive with that of the Company (including the Company's present and future subsidiaries and affiliates) (the "Business"); or
 - ii. solicit, cause or authorize, directly or indirectly, to be solicited for or on behalf of himself or third parties from parties who were customers of the Company (including its present and future subsidiaries and affiliates) at any time during your term, any business similar to the business transacted by the Company with such customer; or
 - iii. accept or cause or authorize, directly or indirectly, to be accepted for or on behalf of your or third parties, business from any such customers of the Company (including its present and future subsidiaries and affiliates); or
 - iv. solicit, or cause or authorize, directly or indirectly, to be solicited for employment for or on behalf of you or third parties, any persons who were at any time during your term hereunder, employees of the Company (including its present and future subsidiaries and affiliates); or
 - v. employ or cause or authorize, directly or indirectly, to be employed for or on behalf of yourself or third parties, any such employees of the Company (including its present and future subsidiaries and affiliates); or
 - vi. use the tradenames, trademarks, or trade dress of any of the products of the Company (including its present and future subsidiaries and affiliates); or any substantially similar tradename, trademark or trade dress likely to cause, or having the effect of causing, confusion in the minds of manufacturers, customers, suppliers and retail outlets and the public generally.

You acknowledge the intention that the Company shall have the broadest possible protection of the value of its business consistent with public policy, and it will not violate the intent of the parties if any court should determine that, consistent with established precedent of the forum state, the public policy of such state requires a more limited restriction in geographical area or duration of the aforesaid covenant not to compete, contained in an appropriate decree.

- c) Except as permitted in this Agreement or as approved by the Company, you will not (i) use any Confidential Information (as defined below) or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business or governmental agency or department. You may use the Confidential Information to perform your Duties for the benefit of Company. You shall treat all Confidential Information with the same degree of care as you accord to your own confidential information, but in no case shall you use less than reasonable care. You shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. You shall assist Company in remedying any the unauthorized use or disclosure of the Confidential Information. You agree not to communicate any information to Company in violation of the proprietary rights of any third party.

"Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future proposed products and services of Company, including for example and without limitation, Company innovations, intellectual property, information concerning research, development, design details and specifications, financial information, procurement requirements, engineering manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, and provided, in each that each is marked as "confidential" or "proprietary" and (b) any information that Company has received from others that may be made known to you and that Company is obligated to treat as confidential or proprietary, and provided, in each case, that each is marked as "confidential" or "proprietary".

7. Notices and Other Communications:

a) Service of Notices

A notice, demand, consent, approval or communication under this letter (collectively a "Notice") must be:

- i) In writing and in English directed to the address advised by the recipient for notices, as varied by any notice; and
- ii) Hand delivered or sent by prepaid post or facsimile to that address.

b) Effective on Receipt: A Notice given in accordance with section 7a takes effect when received (or at a later time specified in the Notice), and is taken to be received:

- i) If hand delivered, on delivery;
 - ii) If sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside The United States of America);
 - iii) If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice;
- but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

8. Miscellaneous

- a) Alterations: This letter may be altered only in writing signed by each party.
- b) Approvals and consents: Except where this letter expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this letter.
- c) Assignment: This letter may NOT be assigned by either party.
- d) Costs: Each party must pay its own costs of negotiating, preparing and executing this letter.
- e) Survival: Any indemnity in this letter is independent and survives termination of this letter. Any other provision by its nature intended to survive termination of this letter survives termination of this letter.
- f) Counterparts: This letter may be executed in counterparts. All executed counterparts constitute one document.
- g) No Merger: The rights and obligations of the parties under this letter do not merge on completion of any transaction contemplated by this letter.
- h) Entire Agreement: This letter constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- i) Further Action: Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this letter and the transactions contemplated by it.
- j) Waiver: A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- k) Relationship: Except where this letter expressly states otherwise, it does not create a relationship of employment, agency or partnership between the parties.
- l) Confidentiality: A party may only use the confidential information of another party for the purposes of this letter, and must keep the existence of this letter and the terms of it and the confidential information of another party confidential information except where:

- i) The information is public knowledge (but not because of a breach of this letter) or the party has independently created the information; or
 - ii) Disclosure is required by law or a regulatory body (including a relevant stock exchange).
 - m) Announcements: A public announcement in connection with this letter or a transaction contemplated by it must be agreed by the parties before it is made, except if required by law or a regulatory body (including a relevant stock exchange).
9. Insurance: The Company has directors' and officers' liability insurance under which you are covered in the US and elsewhere for all usual risks during the term of your appointment as the Director. The Company will maintain that cover for the full term of your appointment.
10. Contract for Services: This is a contract for services and is not a contract of employment.
11. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Ohio (without giving effect to choice of law principles or rules thereof that would cause the application of the laws of any jurisdiction other than the Commonwealth of Ohio) and the invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Please sign the attached copy of this letter to indicate that you have read, understood and accept the terms of your appointment.

Yours Sincerely,

AMP Holding Inc.

By: /s/ Stephen S. Burns

Name: Stephen S. Burns

Title: CEO and Director

Agreed to and accepted by:

/s/ Joe Paresi

Joe Paresi