

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): March 19, 2013

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)

100 Commerce Drive, Loveland, Ohio 45140  
(Address of principal executive offices) (zip code)

513-360-4704  
(Registrant's telephone number, including area code)

Copies to:  
Stephen M. Fleming, Esq.  
Fleming PLLC  
49 Front Street, Suite 206  
Rockville Centre, New York 11570  
Phone: (516) 833-5034  
Fax: (516) 977-1209

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))
-

## Item 8.01 Other Events

On March 19, 2013, AMP Holding Inc. (the "Company") appointed former U.S. Secretary of Energy and former Governor of New Mexico, William B. Richardson III, to its Advisory Board. In consideration for serving as a member of the Company's Advisory Board, the Company issued to Mr. Richardson 300,000 shares of restricted common stock of the Company and a stock option (the "Option") to acquire 50,000 shares of common stock at an exercise price of \$0.25 per share for a period of five years, which will vest in equal installments of 16,666 shares per year for three years commencing one year from the date of the of the Option.

The above securities were issued in a private placement transaction made in reliance upon exemptions from registration pursuant to Section 4(2) under the Securities Act of 1933 (the "Securities Act"). Mr. Richardson is an accredited investor as defined in Rule 501 of Regulation D promulgated under the Securities Act.

The foregoing information is a summary of each of the agreements involved in the transactions described above, is not complete, and is qualified in its entirety by reference to the full text of those agreements, each of which is attached an exhibit to this Current Report on Form 8-K. Readers should review those agreements for a complete understanding of the terms and conditions associated with this transaction.

## Item Financial Statements and Exhibits

### 9.01

Exhibit No.	Description of Exhibit
-------------	------------------------

4.1	Stock Option to acquire 50,000 shares of common stock issued to William B. Richardson III dated March 19, 2013
-----	--

10.1	Agreement for a Member of the Board of Business Advisors by and between AMP Holding Inc. and William B. Richardson III dated March 19, 2013
------	---

**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: March 19, 2013

By: /s/ Stephen Burns  
Name: Stephen Burns  
Title: Chief Executive Officer

AMP HOLDING INC.  
**CONSULTANT NONSTATUTORY STOCK OPTION AGREEMENT**

---

This Consultant Nonstatutory Stock Option Agreement ("**Agreement**") is made and entered into as of the date set forth below, by and between AMP HOLDING INC., a Nevada corporation (the "**Company**"), and the following consultant to the Company (herein, the "**Optionee**");

In consideration of the covenants herein set forth, the parties hereto agree as follows:

1. Option Information.

- (a) Date of Option: March 19, 2013
- (b) Optionee: William B. Richardson III
- (c) Number of Shares: 50,000
- (d) Exercise Price: \$0.25

2. Acknowledgements.

- (a) Optionee is an independent consultant to the Company, not an employee;
- (b) The Board of Directors (the "**Board**" which term shall include an authorized committee of the Board of Directors) and shareholders of the Company have heretofore adopted a 2012 Incentive Stock Plan (the "**Plan**"), pursuant to which this Option is being granted; and
- (c) The Board has authorized the granting to Optionee of a nonstatutory stock option ("**Option**") to purchase shares of common stock of the Company ("**Stock**") upon the terms and conditions hereinafter stated and pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "**Securities Act**") provided by Rule 701 thereunder.

3. Shares; Price. The Company hereby grants to Optionee the right to purchase, upon and subject to the terms and conditions herein stated, the number of shares of Stock set forth in Section 1(c) above (the "**Shares**") for cash at the price per Share set forth in Section 1(d) above (the "**Exercise Price**"), such price being not less than eighty-five 85% of the fair market value per share of the Shares covered by this Option as of the date hereof.

4. Term of Option. This Option shall expire, and all rights hereunder to purchase the Shares, shall terminate five (5) years from the date hereof. Nothing contained herein shall be construed to interfere in any way with the right of the Company to terminate Optionee as a consultant to the Company, or to increase or decrease the compensation paid to Optionee from the rate in effect as of the date hereof.

5. Vesting of Option. Subject to the provisions of Sections 7 and 8 hereof, this Option shall become exercisable during the period that Optionee serves as a consultant of the Company in equal annual installments, each installment covering 16,667 shares of common stock (except that the final installment shall be 16,666 shares of common stock). The first installment shall become exercisable on the first anniversary of the date of this Option, and an additional installment shall become exercisable on the following two (2) successive anniversary date during the term of this Option. The installments shall be cumulative (i.e., this option may be exercised, as to any or all shares covered by an installment, at any time or times after an installment becomes exercisable and until expiration or termination of this option).

6. Exercise. This Option shall be exercised by delivery to the Company of (a) written notice of exercise stating the number of Shares being purchased (in whole shares only) and such other information set forth on the form of Notice of Exercise attached hereto as Appendix A, (b) a check or cash in the amount of the Exercise Price of the Shares covered by the notice (or such other consideration as has been approved by the Board of Directors consistent with the Plan) and (c) a written investment representation as provided for in Section 13 hereof.

7. Termination of Service. If Optionee's service as a consultant to the Company terminates for any reason, no further installments shall vest pursuant to Section 5.

8. Death of Optionee. If the Optionee shall die while serving as a consultant to the Company, Optionee's personal representative or the person entitled to Optionee's rights hereunder may at any time within ninety (90) days after the date of Optionee's death, or during the remaining term of this Option, whichever is the lesser, exercise this Option and purchase Shares to the extent, but only to the extent, that Optionee could have exercised this Option as of the date of Optionee's death; provided, in any case, that this Option may be so exercised only to the extent that this Option has not previously been exercised by Optionee.

9. No Rights as Shareholder. Optionee shall have no rights as a shareholder with respect to the Shares covered by any installment of this Option until the effective date of the issuance of shares following exercise of this to Option, and no adjustment will be made for dividends or other rights for which the record date is prior to the date such stock certificate or certificates are issued except as provided in Section 10 hereof.

10. Recapitalization. Subject to any required action by the shareholders of the Company, the number of Shares covered by this Option, and the Exercise Price thereof, shall be proportionately adjusted for any increase or decrease in the number of issued shares resulting from a subdivision or consolidation of shares or the payment of a stock dividend.

11. Taxation upon Exercise of Option. Optionee understands that, upon exercise of this Option, Optionee will recognize income, for Federal and state income tax purposes, in an amount equal to the amount by which the fair market value of the Shares, determined as of the date of exercise, exceeds the Exercise Price. The acceptance of the Shares by Optionee shall constitute an agreement by Optionee to report such income in accordance with then applicable law and to cooperate with Company in establishing the amount of such income and corresponding deduction to the Company for its income tax purposes. Withholding for federal or state income and employment tax purposes will be made, if and as required by law, from Optionee's then current compensation, or, if such current compensation is insufficient to satisfy withholding tax liability, the Company may require Optionee to make a cash payment to cover such liability as a condition of the exercise of this Option.

12. Modification, Extension and Renewal of Options. The Board or Committee, as described in the Plan, may modify, extend or renew this Option or accept the surrender thereof (to the extent not theretofore exercised) and authorize the granting of a new option in substitution therefore (to the extent not theretofore exercised), subject at all times to the Plan, the Code. Notwithstanding the foregoing provisions of this Section 12, no modification shall, without the consent of the Optionee, alter to the Optionee's detriment or impair any rights of Optionee hereunder.

13. Investment Intent; Restrictions on Transfer.

(a) Optionee represents and agrees that if Optionee exercises this Option in whole or in part, Optionee will in each case acquire the Shares upon such exercise for the purpose of investment and not with a view to, or for resale in connection with, any distribution thereof; and that upon such exercise of this Option in whole or in part, Optionee (or any person or persons entitled to exercise this Option under the provisions of Sections 7 and 8 hereof) shall furnish to the Company a written statement to such effect, satisfactory to the Company in form and substance. If the Shares represented by this Option are registered under the Securities Act, either before or after the exercise of this Option in whole or in part, the Optionee shall be relieved of the foregoing investment representation and agreement and shall not be required to furnish the Company with the foregoing written statement.

(b) Optionee further represents that Optionee has had access to the financial statements or books and records of the Company, has had the opportunity to ask questions of the Company concerning its business, operations and financial condition, and to obtain additional information reasonably necessary to verify the accuracy of such information.

(c) Unless and until the Shares represented by this Option are registered under the Securities Act, all certificates representing the Shares and any certificates subsequently issued in substitution therefor and any certificate for any securities issued pursuant to any stock split, share reclassification, stock dividend or other similar capital event shall bear legends in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED OR OTHERWISE QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE 'SECURITIES ACT') OR UNDER THE APPLICABLE OR SECURITIES LAWS OF ANY STATE. NEITHER THESE SECURITIES NOR ANY INTEREST THEREIN MAY BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE SECURITIES LAWS OF ANY STATE, UNLESS PURSUANT TO EXEMPTIONS THEREFROM.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED PURSUANT TO THAT CERTAIN NONSTATUTORY STOCK OPTION AGREEMENT DATED \_\_\_\_\_ BETWEEN THE COMPANY AND THE ISSUEE WHICH RESTRICTS THE TRANSFER OF THESE SHARES WHICH ARE SUBJECT TO REPURCHASE BY THE COMPANY UNDER CERTAIN CONDITIONS.

and/or such other legend or legends as the Company and its counsel deem necessary or appropriate. Appropriate stop transfer instructions with respect to the Shares have been placed with the Company's transfer agent.

14. Stand-off Agreement. Optionee agrees that, in connection with any registration of the Company's securities under the Securities Act, and upon the request of the Company or any underwriter managing an underwritten offering of the Company's securities, Optionee shall not sell, short any sale of, loan, grant an option for, or otherwise dispose of any of the Shares (other than Shares included in the offering) without the prior written consent of the Company or such managing underwriter, as applicable, for a period of up to one year following the effective date of registration of such offering.

15. Notices. Any notice required to be given pursuant to this Option or the Plan shall be in writing and shall be deemed to be delivered upon receipt or, in the case of notices by the Company, five (5) days after deposit in the U.S. mail, postage prepaid, addressed to Optionee at the address last provided by Optionee for use in Company records related to Optionee.

16. Agreement Subject to Plan; Applicable Law. This Option is made pursuant to the Plan and shall be interpreted to comply therewith. A copy of such Plan is available to Optionee, at no charge, at the principal office of the Company. Any provision of this Option inconsistent with the Plan shall be considered void and replaced with the applicable provision of the Plan. This Option has been granted, executed and delivered in the State of Ohio, and the interpretation and enforcement shall be governed by the laws thereof and subject to the exclusive jurisdiction of the courts therein.

**[SIGNATURE PAGE FOLLOWS]**

**In Witness Whereof**, the parties hereto have executed this Option as of the date first above written.

**COMPANY:**

AMP HOLDING INC.,  
a Nevada corporation

By: /s/Stephen S. Burns

\_\_\_\_\_  
Name: Stephen S. Burns  
Title: Chief Executive Officer

**OPTIONEE:**

By: /s/William B. Richardson III

\_\_\_\_\_  
(signature)  
Name: William B. Richardson III

**Appendix A**

NOTICE OF EXERCISE

AMP HOLDING INC.

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

Re: Nonstatutory Stock Option

Notice is hereby given pursuant to Section 6 of my Nonstatutory Stock Option Agreement that I elect to purchase the number of shares set forth below at the exercise price set forth in my option agreement:

Nonstatutory Stock Option Agreement dated: \_\_\_\_\_

Number of shares being purchased: \_\_\_\_\_

Exercise Price: \$ \_\_\_\_\_

A check in the amount of the aggregate price of the shares being purchased is attached.

I hereby confirm that such shares are being acquired by me for my own account for investment purposes, and not with a view to, or for resale in connection with, any distribution thereof. I will not sell or dispose of my Shares in violation of the Securities Act of 1933, as amended, or any applicable federal or state securities laws. Further, I understand that the exemption from taxable income at the time of exercise is dependent upon my holding such stock for a period of at least one year from the date of exercise and two years from the date of grant of the Option.

I understand that the certificate representing the Option Shares will bear a restrictive legend within the contemplation of the Securities Act and as required by such other state or federal law or regulation applicable to the issuance or delivery of the Option Shares.

I agree to provide to the Company such additional documents or information as may be required pursuant to the Company's 2012 Incentive Stock Plan.

By:

\_\_\_\_\_

*(signature)*

Name:

**AGREEMENT FOR A MEMBER OF THE BOARD OF BUSINESS ADVISORS**

THIS AGREEMENT FOR A MEMBER OF THE BOARD OF BUSINESS ADVISORS ("Agreement") is made and entered into as of this 19th day of March 2013, (the "Effective Date"), by and between AMP Holding Inc., a Nevada corporation, ("Company") and William B. Richardson III, an individual ("Advisor").

**Recital**

As part of its ongoing business, the Company desires to retain highly qualified individuals to advise the Company with respect to certain aspects of the Company's business. In furtherance thereof, the Company desires to retain Advisor as a consultant and member of the Company's Advisory Board, and the Company and Advisor desire to enter into this Agreement.

**1. Term.**

This Agreement shall commence upon the Effective Date and shall continue thereafter for a period of three (3) years, unless earlier terminated in accordance with this Agreement.

**2. Position and Responsibilities.**

(a) Commencing on the Effective Date, the Company hereby retains Advisor, and Advisor hereby agrees to serve, as a member of the Company's Advisory Board (the "Advisory Board") and as a consultant to the Company. As consultant and member of the Advisory Board, Advisor agrees to devote his best efforts to provide the following services: (a) attending any meetings of the Advisory Board; (b) performing the duties of an Advisory Board member at such meetings as established from time to time by mutual agreement of the Parties, including, without limitation, meeting with Company employees, consultants and others, reviewing the Company's goals and assisting in the planning for and execution of the Company's goals and providing advice, support, techniques and improvements in the Company's business activities; and (c) providing consulting services to the Company at the Company's request, including a reasonable amount of informal consultation over the telephone or in person one day per month or otherwise as requested by the Company. The services to be provided by Advisor hereunder are referred to collectively herein as the "Services."

(b) Advisor represents that Advisor's performance of all of the terms of this Agreement and the performance of the Services for the Company do not and will not breach or conflict with any agreement with a third party, including an agreement to keep in confidence any proprietary information of another entity acquired by Advisor in confidence or in trust prior to the date of this Agreement or during the term hereof.

**3. Compensation and Benefits.**

(a) Advisor's Fee (the "Advisor's Fee"). In consideration of the services to be rendered under this Agreement, Company shall provide to Advisor upon the Effective Date, a non-employee Advisor's Fee in advance of 300,000 shares of restricted Company common stock within ten (10) business days of the Effective Date. In addition, the Company shall issue the Advisor a Stock Option to acquire 50,000 shares of common stock, at an exercise price of \$0.25 per share for a period of five (5) years, which such Stock Option shall vest in equal installments of 16,666 shares per year for three (3) years commencing one (1) year from the Effective Date. The Stock Option shall be in the form of the **Exhibit A** attached hereto.

(b) Benefits. Advisor shall not be eligible to participate in any benefits made generally available by Company, including, but not limited to, vacation leave and pay, sick leave and pay, retirement plan and related benefits, social security, workers compensation insurance, disability insurance, employment insurance benefits, and other benefits of any kind provided by the Company to its employees.

(c) Expenses. The Company shall reimburse Advisor for his reasonable, out-of-pocket, pre-approved expenses as incurred by Advisor in connection with its performance under this Agreement. Advisor shall not incur any expenses without prior consent of the Company. Advisor agrees to provide the Company with access to such receipts, ledgers and other records as may be reasonably appropriate for the Company to verify the amount and nature of such expenses.

(d) Taxes. Advisor shall be responsible to pay any and all applicable taxes that result from this Consulting Agreement including, but not limited to, federal and state income taxes. Advisor shall have sole responsibilities for the withholding of any and all applicable federal and state income taxes, unemployment insurance tax, social security tax, and other withholding with respect to payments made by Advisor under this Agreement.

(e) Indemnification. Company will indemnify and defend Advisor against liability incurred in the performance of the Services, as set forth in the attachment in **Exhibit B**.

#### **4. Independent Contractor.**

The Parties understand and agree that Advisor is an independent contractor and not an employee of the Company. Advisor has no authority to obligate or bind the Company by contract or otherwise. Advisor will not be eligible for any employee benefits, nor will Company make deductions from Advisor's fees for taxes (except as otherwise required by applicable law or regulation). Any taxes imposed on Advisor due to activities performed hereunder will be the sole responsibility of Advisor.

#### **5. Termination.**

(a) Right to Terminate. At any time, Advisor may be terminated and this Agreement shall automatically terminate upon the effective date of such termination.

Advisor may resign at any time during the term of this Agreement, and this Agreement shall automatically terminate upon the effective date of such resignation. Notwithstanding anything to the contrary contained in or arising from this Agreement or any statements, policies, or practices of Company, neither Advisor nor Company shall be required to provide any advance notice or any reason or cause for termination of Advisor's status.

(b) Effect of Termination as Advisor. Upon termination of this Agreement, Company shall pay to Advisor all compensation and benefits to which Advisor is entitled up through the date of termination. Thereafter, all of Company's obligations under this Agreement shall cease and the Stock Option shall be terminated.

#### **6. Termination Obligations.**

(a) Advisor agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, contracts, and computer-generated materials provided to or prepared by Advisor incident to his services belong to Company and shall be promptly returned at the request of Company within a reasonable period following termination of this Agreement.

(b) Upon termination of this Agreement, Advisor shall be deemed to have resigned from all offices then held with Company by virtue of his position. Advisor agrees that following any termination of this Agreement, he shall cooperate with Company in the winding up or transferring to other advisors of any pending work and shall also cooperate with Company (to the extent allowed by law, and at Company's expense) in the defense of any action brought by any third party against Company that relates to the Services.

(c) The Company and Advisor agree that their obligations under this Section, as well as Sections 7 and 8, shall survive the termination of this Agreement.

#### **7. Nondisclosure Obligations.**

(a) Receipt of Proprietary Information. Advisor recognizes and acknowledges that, in the course of the engagement of Advisor by the Company, and as a result of the confidential relationship with the Company established thereby, Advisor shall be receiving proprietary information of the Company and other confidential information, including without limitation, technology and information relating to the Company's business or its patents, inventions, software, know-how and other property rights ("Proprietary Information"), and developing additional know-how and proprietary information owned by the Company which will become Proprietary Information, and that such Proprietary Information are highly valuable assets of the Company; provided, that technology and information shall not be considered Proprietary Information of the Company which are (1) known to Advisor prior to execution of this Agreement, defined herein, (2) divulged by the Company to another without confidentiality restrictions; (3) disclosed to Advisor by a third party or otherwise who is not in breach of any confidentiality obligation to the Company; (4) publicly used, known or available, not due to any unauthorized act by Advisor; or (5) disclosed by operation of law or in response to a subpoena or order by a court of proper jurisdiction.

(b) Nondisclosure. Advisor shall retain in strict confidence and shall not use for any purpose whatsoever or divulge, disseminate or disclose to any third party (other than in the furtherance of the business purposes of the Company and at the express, written request of the Company) any Proprietary Information, all of which are deemed confidential and proprietary.

(c) Ownership. Any methods, developments, know-how, inventions and/or improvements whether or not patentable or subject to intellectual property protection including, but not limited to, the Proprietary Information, and all related materials that are (1) developed by Advisor in connection with the performance of the Services after the Effective Date; or (2) paid for or provided by the Company in connection with the performance of the Services before or after the Effective Date, (collectively "Developed Property") shall be and remain the property of the Company.

(d) Works Made for Hire. In no way limiting the foregoing, all Developed Property conceived or made by Advisor in connection with the Services are “supplementary works” and “works made for hire” (as those terms are defined in the United States Patent Trademark and Copyright Laws, 17 U.S.C. § 101) and owned by the Company; and Advisor hereby assigns to the Company all Developed Property which Advisor may conceive of or make in connection with the performance of the Services.

(e) Disclosure; Assignment. Advisor shall immediately disclose to Company all Developed Property. Advisor shall promptly shall execute and deliver to the Company any instruments deemed necessary by the Company to effect disclosure and assignment by Advisor to the Company of any Developed Property. Upon the request of the Company and at the Company's expense, Advisor shall execute patent and copyright applications and any other instruments deemed necessary by the Company for the prosecution of such patent applications or the acquisition of letters patent or registration of copyrights in the United States and/or foreign countries which may be based in whole or in part on Developed Property. Notwithstanding the fact that Company may request additional written assignments or applications, this assignment shall be deemed sufficient to convey all of Advisor's right, title and interest in any Developed Property.

(f) Injunctive Relief. If Advisor violates this Section 7 of this Agreement, the Company (in addition to any other and additional rights or remedies it may have at law, in equity or by statute) shall be entitled to immediate and permanent injunctive relief, it being agreed that the damages which the Company would sustain upon such violation are difficult or impossible to ascertain in advance. The posting of a bond shall not be required as a pre-condition to such injunctive relief.

## **8. Dispute Resolution.**

(a) Jurisdiction and Venue. The parties agree that any suit, action, or proceeding between Advisor (and his successors, and assigns) and Company (and its affiliates, shareholders, advisors, officers, employees, members, agents, successors, attorneys, and assigns) relating to the Agreement shall be brought in either the United States District Court for the District of Ohio or in an appropriate Ohio state court and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

(b) Attorneys' Fees. In the event there is any dispute concerning this Agreement or the performance of any party hereto pursuant to the terms of this Agreement, and any party hereto retains counsel for the purpose of enforcing any of the provisions of this Agreement or asserting the terms of this Agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.

## **9. Entire Agreement.**

This Agreement, including **Exhibit B** on Indemnification and Exculpation are intended to be the final, complete, and exclusive statement of the terms of Advisor's relationship solely with respect to his position with Company. This Agreement is entirely superseded and may not be contradicted by evidence of any prior or contemporaneous statements or agreements pertaining to Advisor's relationship. Agreements related to Advisor's ownership of the securities are not affected by this Agreement.

## **10. Amendments; Waivers.**

This Agreement may not be amended except by a writing signed by Advisor and by a duly authorized representative of the Company other than Advisor. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

## **11. Assignment.**

Advisor agrees that Advisor will not assign any rights or obligations under this Agreement, with the exception of Advisor's ability to assign rights with respect to the securities. Nothing in this Agreement shall prevent the consolidation, merger or sale of Company or a sale of all or substantially all of its assets.

## **12. Severability.**

If any provision of this Agreement shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court or arbitrator of competent jurisdiction to exceed the maximum time period or scope that such court or arbitrator deems enforceable, then such court or arbitrator shall reduce the time period or scope to the maximum time period or scope permitted by law.

## **13. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Ohio.

## **14. Interpretation.**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

**15. Binding Agreement.**

Each party represents and warrants to the other that the person(s) signing this Agreement below has authority to bind the party to this Agreement and that this Agreement will legally bind both Company and Advisor. This Agreement will be binding upon and benefit the parties and their heirs, administrators, executors, successors and permitted assigns. To the extent that the practices, policies, or procedures of Company, now or in the future, are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. Any subsequent change in Advisor's duties or compensation will not affect the validity or scope of the remainder of this Agreement.

**16. Advisor Acknowledgment.**

Advisor expressly acknowledges that Advisor has had the opportunity to consult legal counsel concerning this Agreement, that Advisor has read and understands the Agreement, that Advisor is fully aware of its legal effect, and that Advisor has entered into it freely based upon his own judgment and not on any representations or promises other than those contained in this Agreement.

**17. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**18. Effective Date of Agreement.**

This Agreement is effective as of the date first written above.

**AMP Holding Inc.**

**Advisor:**

By: /s/Stephen Burns  
Printed: Stephen Burns  
Title: Chief Executive Officer

By: /s/William B. Richardson III  
Printed: William B. Richardson III

**EXHIBIT A**  
**Form of Stock Option**

## EXHIBIT B

### **Indemnification.**

**(a) Indemnification in Proceedings.** The Company shall indemnify Advisor to the fullest extent permitted by applicable law, as the same may be amended from time to time (but, only to the extent that such amendment permits Advisor to broader indemnification rights than applicable law permitted prior to adoption of such amendment), if Advisor is a party to or threatened to be made a party to or otherwise involved in any proceeding (including any proceeding by or in the right of the Company to procure a judgment in its favor), for any and all expenses, actually and reasonably incurred by Advisor in connection with the investigation, defense, settlement or appeal of such proceeding.

**(b) Exceptions.** Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Advisor on account of any proceeding with respect to (i) remuneration paid to Advisor if it is determined by final judgment or other final adjudication that such remuneration was in violation of law, or (ii) a final judgment or other final adjudication that Advisor's conduct was in bad faith, knowingly fraudulent or deliberately dishonest or constituted willful misconduct (but only to the extent of such specific determination). For purposes of the foregoing sentence, a final judgment or other adjudication may be reached in either the underlying proceeding or action in connection with which indemnification is sought or a separate proceeding or action to establish rights and liabilities under this Agreement.