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(850) 222-1092

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TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Warren Wooten Ford, Inc
Merging into:
Budget Acquisition Corporation

( ) Profit
( ) NonProfit
( ) Limited Liability Company
( ) Foreign

( ) Amendment
( ) Dissolution/Withdrawal

(✓) Merger
( ) Mark

( ) Limited Partnership
( ) Reinstatement
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Brian Dowhower authorized lining thru "initial" JUN 3 - 1998 on p.2 of plan & agreement & "attached hereto" on p.8 of plan

Please Return Extra Copy(s) Filed Stamp

Thanks, Melanie

Extra Copy to be filed stamped...

400789 00524

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103

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 4, 1998

From CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: WARREN WOOTEN FORD, INC.
Ref. Number: 014843

We have received your document for WARREN WOOTEN FORD, INC. and your check(s) totaling $122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please include exhibit 72.1 as referenced on page 45 of the plan of merger.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

To: Annette Hogan
Corporate Specialist

Letter Number: 798A00031610

Please Back-Date this filing to June 3, 1998 when it was Received to State.

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ARTICLES OF MERGER
Merger Sheet

MERGING:

BUDGET ACQUISITION CORPORATION, a Florida corporation, P98000033830

INTO

WARREN WOOTEN FORD, INC., a Florida corporation, 014843

File date: June 3, 1998

Corporate Specialist: Joy Moon-French

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF WARREN WOOTEN FORD, INC. AND BUDGET ACQUISITION CORPORATION

1. The Plan and Agreement of Merger (the "Merger Agreement"), dated as of May 1, 1998, by and among Budget Group, Inc., a Delaware corporation, Budget Acquisition Corporation, a Florida corporation, Warren Wooten Ford, Inc., a Florida corporation, Frank D. Wooten, David B. Wooten and Robert M. Poloskey, is attached hereto as Exhibit A. Pursuant to the Merger Agreement, Budget Acquisition Corporation will be merged with and into Warren Wooten Ford, Inc. (the "Merger").

2. The Merger Agreement was approved and adopted by the shareholders of Budget Acquisition Corporation on June 1, 1998.

3. The Merger Agreement was approved and adopted by the shareholders of Warren Wooten Ford, Inc. on June 1, 1998.

4. The Merger shall become effective upon filing with the Secretary of State of Florida.

IN WITNESS WHEREOF, Budget Acquisition Corporation and Warren Wooten Ford, Inc. have executed these Articles of Merger this 1st day of June, 1998.

Budget Acquisition Corporation

By: [signature]
Michael F. Katzin
President

Warren Wooten Ford, Inc.

By: [signature]
Frank D. Wooten
President

Exhibit A

Plan and Agreement of Merger

PLAN AND AGREEMENT OF MERGER

BY AND AMONG

BUDGET GROUP, INC.,

BUDGET ACQUISITION CORPORATION,

WARREN WOOTEN FORD, INC.,

FRANK D. WOOTEN,

DAVID B. WOOTEN,

AND

ROBERT M. POLOSKEY

May 1, 1998

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PLAN AND AGREEMENT OF MERGER, dated May 1, 1998, by and among **BUDGET GROUP, INC.**, a Delaware corporation, ("Parent"), **BUDGET ACQUISITION CORPORATION**, a Florida company ("Sub"), and **WARREN WOOTEN FORD, INC.,** a Florida corporation (the "Dealership"), **FRANK D. WOOTEN**, an individual resident of the State of Florida, as an individual and in his capacity as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92, **DAVID B. WOOTEN**, an individual resident of the State of Florida, as an individual and in his capacity as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92, and **ROBERT M. POLOSKEY**, an individual resident of the State of California (collectively the "Sellers").

RECITALS

WHEREAS, Parent has formed Sub as a wholly owned subsidiary corporation under the Florida Business Corporation Act (the "Act") for the purpose of Sub merging with and into the Dealership pursuant to the applicable provisions of the Act (the "Merger") so that the Dealership will continue as the surviving corporation of the Merger and will become a wholly owned subsidiary of Parent;

WHEREAS, the respective Boards of Directors of the Dealership, Parent and Sub have approved and declared advisable the Merger, the terms and provisions of this Agreement and the transactions contemplated hereby and the Board of Directors of the Dealership has recommended that the shareholders of the Dealership approve the Merger upon the terms of this Agreement;

WHEREAS, the respective Boards of Directors of Parent and the Dealership have determined that the Merger is in furtherance of and consistent with their respective long-term business strategies and is fair to and in the best interests of their respective shareholders;

WHEREAS, to induce Parent and Sub to enter into this Agreement, the Sellers have executed this Agreement; and

WHEREAS, the Merger described herein is subject to the satisfaction of certain conditions described in this Agreement, including the written approval by Ford Motor Company ("Ford" or "Manufacturer") of Parent, Sub or a direct or indirect subsidiary of Parent as an authorized Ford dealer.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

1. Merger

1.1 The Merger

1. Upon the terms and subject to the conditions of this Agreement, at the Effective Time and in accordance with the provisions of this Agreement and the Act, Sub shall be merged with and into the Dealership, which shall be the surviving corporation (sometimes referred to hereinafter as the "Surviving Corporation") in the Merger, and the separate corporate existence of Sub shall cease. Subject to the provisions of this Agreement, articles of merger (the "Articles of Merger") shall be duly prepared, executed and acknowledged by the Dealership, on behalf of the Surviving Corporation, and thereafter delivered to the Secretary of State for the State of Florida for filing as provided in the Act on the Closing Date (as defined in Section 1.11). The Merger shall become effective immediately upon the filing of the Articles of Merger with the Secretary of State for the State of Florida or at such time thereafter as is provided in the Articles of Merger (the "Effective Time").

2. From and after the Effective Time, the Merger shall have all the effects set forth in the Act. Without limiting the generality of the foregoing, and subject thereto, by virtue of the Merger and in accordance with the Act, all of the properties, rights, privileges, powers and franchises of the Dealership and Sub shall vest in the Surviving Corporation and all of the debts, liabilities and duties of the Dealership and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

3. The Articles of Incorporation of the Dealership in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and the Act.

4. The Bylaws of the Dealership in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until altered, amended or repealed as provided therein, in the Articles of Incorporation of the Surviving Corporation and the Act.

5. The officers and directors of Sub immediately prior to the Effective Time shall be the ~~initial~~ officers and directors of the Surviving Corporation, in each case until their respective successors are duly elected and qualified.

1.2 Conversion of Shares

As of the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof:

1. Each share of capital stock of Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of Common Stock, par value $.01 per share, of the Surviving Corporation.

2. All shares of common stock, par value $100 per share, of the Dealership ("Dealership Common Stock") or other capital stock of the Dealership that are owned by the Dealership as treasury stock shall be canceled and retired and shall cease to exist and no stock of Parent or other consideration shall be delivered in exchange therefor.

3. Subject to Section 1.3, each share of Dealership Common Stock that is issued and outstanding immediately prior to the Effective Time (other than shares to be canceled in accordance with Section 1.2.2) shall, at the election of the holder of such shares of Dealership Common Stock, be converted into a right to receive, and become exchangeable for, (i) either (x) a number of shares (the "Exchange Ratio") of Class A Common Stock, par value $.01 per share, of Parent ("Parent Class A Common Stock") equal to (A) the Total Merger Shares (as defined below) divided by (B) the number of shares of Dealership Common Stock that is issued and outstanding immediately prior to the Effective Time or (y) a cash amount equal to the Fair Market Value (as defined below) of one share of Parent Class A Common Stock multiplied by the Exchange Ratio (the "Cash Election"). All such shares of Dealership Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such shares (a "Certificate") shall thereafter represent the right to receive either (i) that number of shares of Parent Class A Common Stock into which such shares of Dealership Common Stock have been converted pursuant to clause (i)(x) above or (ii) cash as provided in clause (i)(y) above. Certificates previously representing shares of Dealership Common Stock shall be exchanged for (i) either (x) certificates representing whole shares of Parent Class A Common Stock pursuant to clause (i)(x) above or (y) cash as provided in clause (i)(y) above, and (ii) cash in lieu of any fractional share, issued in consideration therefor upon the surrender of such Certificates in accordance with Section 1.3, without interest. "Total Merger Shares" shall mean that number of shares of Parent Class A Common Stock equal to (i) the Purchase Price

divided by (ii) the Fair Market Value at the Effective Time (as defined below) of one share of Parent Class A Common Stock. "Merger Shares" shall mean (i) the Total Merger Shares minus (ii) (x) those shares of Parent Class A Common Stock that would have been issuable to those Sellers electing the Cash Election had such Sellers elected to convert the shares of Dealership Common Stock owned by such Sellers pursuant to Section 1.2.3(i)(x) above and (y) fractional shares.

4. The term "Merger Consideration" shall mean (i) the Merger Shares plus (ii) the aggregate amount of all cash in lieu of fractional shares of Parent Class A Common Stock plus (iii) the aggregate amount of all cash paid pursuant to the Cash Election plus (iv) the total of all Contingent Additional Consideration paid by Parent pursuant to Section 1.4 plus or minus, as applicable, any amount paid pursuant to Section 1.10.7. The term "Fair Market Value at the Effective Time" of one share of Parent Class A Common Stock shall be the average of the closing price per share of Parent Class A Common Stock on the New York Stock Exchange ("NYSE") during the fifteen (15) trading days immediately preceding the last business day before the date of the Effective Time.

5. If after the date hereof and prior to the Effective Time, Parent shall have declared a stock split (including a reverse split) of Parent Class A Common Stock or a dividend payable in Parent Class A Common Stock or effected any recapitalization or reclassification of its common stock or any other similar transaction, then the Exchange Ratio shall be appropriately adjusted to reflect such stock split, dividend, recapitalization, reclassification or similar transaction.

1.3 Exchange of Certificates.

1. On the Closing Date, Parent shall deliver to each of the Sellers who elected to convert his shares of Dealership Common Stock pursuant to Section 1.2.3 (i) (x) above, upon surrender of such Seller's Certificates to Parent for cancellation, cash in the amount sufficient to pay such Seller's cash portion of the Merger Consideration in lieu of fractional shares of Parent Class A Common Stock and a stock certificate (issued in the name of such Seller or his nominee) representing such Seller's portion of the Merger Shares, provided, however, that Merger Shares equal in value to fifteen percent (15%) of such Seller's portion of the Merger Shares shall be held in escrow pursuant to Section 1.8.

2. On the Closing Date, Parent shall deliver to each of the Sellers who elected to convert his shares of Dealership Common Stock pursuant to

Section 1.2.3(i)(y) above, upon surrender of such Seller's Certificates to Parent for cancellation, cash in an aggregate amount equal to the amount into which such Seller's shares of Dealership Common Stock were converted, provided, however, that an amount in cash equal to fifteen percent (15%) of the aggregate amount of cash delivered to such Seller shall be held in escrow pursuant to Section 1.8.

3. The cash paid and shares of Parent Class A Common Stock issued upon the surrender of Certificates in accordance with the terms hereof shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such shares of Dealership Common Stock.

1.4 Elections

Each of Frank D. Wooten, both as an individual and as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a/ 1/21/92, and David B. Wooten, both as an individual and as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 (collectively, the "Identified Sellers") hereby irrevocably elects to have all of the shares of Dealership Common Stock owned by him converted pursuant to Section 1.2.3(i)(x) of this Agreement. Robert M. Poloskey ("Poloskey") hereby irrevocably elects to have all of the shares of Dealership Common Stock owned by him converted pursuant to Section 1.2.3(i)(y) of this Agreement.

1.5 Contingent Additional Consideration

The "Guaranteed Share Price" shall be the result obtained by multiplying the Fair Market Value at the Effective Time of one share of Parent Class A Common Stock by eighty-five percent (85%). With respect to the Merger Shares transferred to the Identified Sellers or held in escrow pursuant to Section 1.9, if any of such shares are sold by any of the Identified Sellers from time to time (i) within one year of the termination of the one year holding period contemplated by Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") and (ii) in blocks of at least five thousand (5,000) shares in a single transaction or series of transactions effected on the NYSE within a period of five (5) business days for an average price per share less than the Guaranteed Share Price, Parent shall issue and deliver to each such Identified Seller a number of shares of Parent Class A Common Stock (the "Contingent Additional Consideration") which shares shall be registered under the Securities Act and listed on the New York Stock Exchange equal to the result obtained by dividing:

(a) the difference between (a) the Guaranteed Share Price multiplied by the number of shares of Parent Class A Common Stock issued

pursuant to this Agreement at the Closing and subsequently sold, and (b) the aggregate proceeds to such Identified Seller from the sale of such shares of Parent Class A Common Stock (after deducting any brokerage commissions or other similar fees or charges by or on behalf of such Identified Seller) by

(b) the average of the closing price per share of Parent Class A Common Stock on the NYSE during the fifteen (15) trading days immediately preceding the later of (i) the day on which such sale occurs, in the case of a single transaction, or (ii) the day on which the last such sale occurs in the case of a series of transactions;

provided, however, that Parent may, in its sole discretion and in satisfaction of its obligation to issue all or any Contingent Additional Consideration, pay to such Identified Sellers an amount in cash per share equal to the difference between (x) the Guaranteed Share Price multiplied by the number of shares of Parent Class A Common Stock issued pursuant to this Agreement at the Closing and subsequently sold, and (y) the aggregate proceeds to such Identified Seller from the sale of such shares of Parent Class A Common Stock (after deducting any brokerage commissions or other similar fees or charges by or on behalf of such Identified Seller). Notwithstanding anything herein to the contrary, Parent shall not be obligated to issue fractional shares and the value of any fractional share resulting from the calculation set forth in this Section 1.5 shall be paid in cash based on the average price referred to in (b) above.

1.6 Dividends

Sellers shall be entitled to receive any dividends which shall have become payable with respect to shares of Parent Class A Common Stock issued to Sellers pursuant to Section 1.3 between the Effective Time and the Closing. There shall also be paid to Sellers any dividend on Parent Class A Common Stock issued to Sellers pursuant to Section 1.3 that shall have a record date subsequent to the Effective Time and prior to Closing and a payment date after Closing, provided that such dividend payments shall be made on such payment dates. In no event shall the shareholders entitled to receive such dividends be entitled to receive interest on such dividends.

1.7 Closing of The Dealership's Transfer Books

At the Effective Time, the stock transfer books of the Dealership shall be closed and no transfer of Dealership Common Stock shall thereafter be made.

1.8 Escrow

(a) A block of Merger Shares equal in value to fifteen percent (15%) of the Purchase Price (excluding (i) any amount thereof attributable to the value of real estate and (ii) any amount of cash paid pursuant to the Cash Election) shall be withheld from the Merger Shares issued to the Identified Sellers at Closing and (b) cash in an amount equal to fifteen percent (15%) of the aggregate amount of cash paid by Parent pursuant to the Cash Election shall be withheld from the cash paid to Poloskey (collectively, the "Holdback Reserve"), and will be held in escrow by an escrow agent mutually acceptable to Sellers and Parent (the "Escrow Agent") pursuant to the terms and provisions of the Escrow Agreement, a copy of which is attached hereto and incorporated herein as Exhibit 1.8, as a reserve against potential indemnifiable events pursuant to the provisions of Section 9.1 hereof or adjustments to the Closing Book Value following the Post-Closing Audit pursuant to Section 1.10.5. Amounts held in the Holdback Reserve shall be released from escrow as follows (with Merger Shares being released to the Identified Sellers and cash to Poloskey, respectively), so long as (i) such amounts are not used prior to the following release dates to satisfy losses of Parent resulting from indemnifiable events or adjustments to the Closing Book Value and (ii) no claim has been made against or by Parent and not yet resolved prior to the following release dates which when resolved, could encroach on the sum to be released: (a) Merger Shares and cash valued at fifty percent (50%) of the Holdback Reserve shall be released from the Holdback Reserve one year after the Closing Date, and (b) the Merger Shares and cash remaining in the Holdback Reserve, if any, shall be released from the Holdback Reserve eighteen (18) months after the Closing Date.

1.9 Method of Payment

All cash payments from one party to another under this Agreement shall be made by wire transfer of immediately available funds or by cashier's check.

1.10 Purchase Price

The "Purchase Price" shall be determined as follows:

1.10.1 Pre Closing Elimination of Certain Assets

1.10.1.1 Real Estate

Prior to the Closing, all parcels of real property used in connection with the operation of the Dealership as identified on Exhibit 1.10.1.1(a) which is attached hereto and incorporated herein shall be transferred to the Dealership pursuant to a certain Real Property Purchase Agreement, dated as of the Closing Date, substantially in the form ~~attached hereto~~ as Exhibit 1.10.1.1(b).

1.10.1.2 Related Party Assets

Prior to the Closing, all assets and liabilities arising from, connected with or related to transactions between the Dealership and Related Parties (as that term is defined herein) shall be transferred by the Dealership to the Sellers or any of them or to a Person or Persons designated by the Seller at their then current book value it being agreed and understood that no such assets are to be owned by the Dealership at the time of Closing. All liabilities of the Dealership to Related Parties will be paid in full prior to the Closing.

1.10.2 Vehicle Inventories

For purposes of defining the Closing Book Value, it is agreed and understood that all New Vehicles owned and in the actual possession of the Dealership on the Closing Date shall be valued at the total cost thereof to the Dealership as evidenced by the factory invoices to the Dealership (including freight charges) plus the sum of the cost to the Dealership of the accessories and options locally installed and minus the sum of the following items relating to such New Vehicles:

1. All "holdbacks", prior refunds, model changeover or close-out allowances, interest and advertising rebates, if any, made or rebated by the Manufacturer to the Dealership and any other credits or allowances rebated by the Manufacturer to the Dealership, but only in each case to the extent said payments are actually received by the Dealership prior to Closing; and

2. The cost to replace any factory installed accessories or options that are missing from any such New Vehicle.

All Demonstrator Vehicles shall be valued in the same manner as New Vehicles with the deduction of an additional sum equivalent to thirty cents ($0.30) per mile for each mile in excess of two hundred (200) miles indicated on the odometer of

such Demonstrator Vehicle. Used vehicles shall be valued at their current market value, it being agreed and understood that if the parties are unable to agree as to the current market value of any Used Vehicle, such Used Vehicle shall be transferred by the Dealership, prior to the Closing, at its then current book value, to the Sellers or any of them or to a Person or Persons designated by the Sellers. If any vehicle being valued under this Section shall have been damaged prior to the Closing Date and the Dealership has knowledge of such damage, the Dealership shall disclose all such damage in writing in accordance with the requirements of any applicable laws or regulations. If the unrepaired damage to any such vehicle exceeds one hundred dollars ($100.00) per vehicle, the cost of the necessary repairs as mutually determined by the Sellers and Parent shall be deducted from the value of such vehicle. If the Sellers and Parent are unable to agree as to the appropriate credit for such repairs, such vehicle(s) shall be excluded from the sale and transferred by the Dealership, prior to the Closing, to the Sellers or any of them or a Person or Persons designated by the Sellers at the then current book value of such vehicle.

1.10.3 Parts and Accessories

For purposes of defining the Closing Book Value, it is agreed and understood that all inventories of parts and accessories shall be valued as of the Closing Date as follows:

1. All Genuine New Parts and Accessories shall be valued at one hundred percent (100%) of the Dealership's cost less all applicable discounts taken or received including, but not limited to, volume discounts.

2. All Non-Genuine New Parts and Accessories shall be valued at one hundred percent (100%) of the Dealership's cost less all applicable discounts taken or received including, but not limited to, volume discounts, but the maximum value assigned to said Non-Genuine New Parts and Accessories shall not exceed $50,000.00.

3. Current and useable bulk materials inventories, including gas, oil, grease, freon, and other liquids, and the Dealership's inventory of automobile tires shall be valued at the Dealership's cost.

4. The Dealership's current and useable inventory of truck bedliners shall be valued at the Dealership's cost.

5. The Dealership's current and useable inventory of body shop materials, (excluding opened cans of paint) and other materials, shall be valued at the Dealership's cost.

6. Obsolete Parts and Accessories shall be valued at their current market value as mutually determined by the Sellers and Parent. To the extent that the Sellers and Parent are unable to agree as to the current market value, such Obsolete Parts and Accessories shall be excluded from the sale and transferred by the Dealership, prior to the Closing, to the Sellers or any of them or a Person or Persons designated by the Sellers at the then current book value of such parts and accessories.

Parent shall have no obligation to purchase or value any parts and accessories except as set forth above. Prior to the Closing, an inventory service mutually acceptable to the Sellers and Parent shall take a written inventory of the parts and accessories of the Dealership and price the same as indicated above. The Dealership shall make available to the inventory service all cost records pertaining to such items. The cost of such inventory taking and pricing shall be borne by Parent. Upon conclusion of such inventory, the parts and accessories shall be secured in a manner mutually acceptable to the parties. The inventories shall be adjusted to reflect additions to and deductions from the stock of such items between the date the inventory is taken and the Closing Date. The Sellers and the Dealership agree that no such additions or deductions shall be made to such parts and accessories inventory except purchases and sales in the normal course of business consistent with past practice. The Sellers and the Dealership further agree to keep the usual and adequate records of such additions and deductions, which records shall be made available to Parent for review and verification prior to the Closing.

1.10.4 Fixed Assets

For purposes of defining the Closing Book Value, it is agreed and understood that all of the Dealership's machinery and shop equipment, furniture, signs, office equipment, and leasehold improvements shall be valued at fair market value by and appear on an inventory list prepared by a mutually agreed upon, independent appraisal service at the equally shared expense of Parent and Sellers.

1.10.5 Closing Book Value

The "Closing Book Value" shall be the net book value of the Dealership Common Stock as of the Closing Date as reflected on the books of the Dealership and as determined in accordance with generally accepted accounting principles consistently applied and further adjusted for the elimination of certain assets and value adjustments pursuant to the provisions of Sections 1.10.1, 1.10.2, 1.10.3 and 1.10.4 above. The Closing Book Value may be adjusted following an audit (the "Post-Closing Audit") of the books and records of the Dealership to be conducted

by the firm of Rosenfield & Company, P.A. (the "Closing Auditors") within sixty (60) days following the Closing for the purpose of determining the net book value of the Dealership Common Stock as of the Closing Date in accordance with generally accepted accounting principles consistently applied and further adjusted for the elimination of certain assets and value adjustments pursuant to the provisions of Sections 1.10.1, 1.10.2, 1.10.3 and 1.10.4 above. Within ten (10) days after the completion of the Post-Closing Audit, the Closing Auditors shall provide each of the parties to this Agreement with a copy of the Closing Auditors' report. Sellers and the Dealership shall have ten (10) days to review the adjustments to the Closing Book Value determined by the Closing Auditors and inform Parent, in writing, of any objections thereto. In the event Sellers object to the adjustments to the Closing Book Value, the Closing Auditors and Linda P. Dale, CPA (the "Sellers' CPA") shall have twenty (20) days to consult and determine a mutually agreeable adjustment to the Closing Book Value. If the Closing Auditors and the Sellers' CPA are unable to reach a mutually agreeable adjustment to the Closing Book Value within that time, the question shall be promptly submitted to Ernst & Young, LLP, which shall determine the adjustment to the Closing Book Value as required pursuant to the terms and provisions of this Agreement within forty-five (45) days of such submission and whose determination shall be final and binding on all parties to this Agreement.

1.10.6 Goodwill Adjustment

Any goodwill or other intangible assets carried on the books of the Dealership as of the Closing Date will be eliminated from the Closing Book Value and a goodwill adjustment of Six Million Dollars ($6,000,000.00) (the "Goodwill Adjustment") will be added to the Closing Book Value for the purpose of final determination of the Purchase Price.

1.10.7 Determination of Purchase Price

The Purchase Price shall be determined by adding the Goodwill Adjustment to the Closing Book Value, it being agreed and understood that the Purchase Price shall equal (i) the Closing Book Value plus the Goodwill Adjustment, minus (ii) any liability to Gordon Page & Associates and to Robert M. Poloskey paid on behalf of the Sellers by Parent or any other liability on behalf of Sellers to any broker, finder, or investment banker incurred in connection with the transactions contemplated by this Agreement. It is understood that the Closing Audit must take place after the Closing Date and, therefore, the Closing Book Value will not be defined on the Closing Date. In order to facilitate the Closing, the Closing Book Value will be assumed to be the net book value of the Dealership as stated on the Dealership Balance Sheet (as hereafter defined) subject to the adjustments set forth in Sections 1.10.1, 1.10.2, 1.10.3 and 1.10.4 above (the "Purchase

Price"). Upon completion of the Post-Closing Audit and final determination of the adjustments to be made to the Closing Book Value pursuant thereto, the amount of such adjustments, (a) if negative, shall be promptly paid to Parent by Sellers and, (b) if positive, shall be promptly paid to the Sellers by Parent. Any payment to Parent by Sellers shall first be paid out of the Holdback Reserve to the extent the value of the Holdback Reserve is sufficient to cover such amount. Any payment by Parent to Sellers shall be made by issuance to Sellers of a number of shares of Parent Class A Common Stock equal to (x) the amount of such payment required to be made to Sellers divided by (y) the Fair Market Value at the Effective Time of one share of Parent Class A Common Stock; provided, however, that if Poloskey receives any payment pursuant to this Section 1.10.7, then such payment shall be a cash amount equal to such number of shares of Parent Class A Common Stock otherwise payable to Poloskey multiplied by the Fair Market Value at the Effective Time of one share of Parent Class A Common Stock.

1.11 Closing

The consummation of the transactions contemplated by this Agreement is herein referred to as the "Closing". The "Closing Date" shall be May 30, 1998 or such other date as the parties mutually agree. Subject to the satisfaction or waiver of the conditions set forth herein, the Closing shall take place at 10:00 AM Eastern Standard Time on the Closing Date at the offices of Parent's counsel in Atlanta, Georgia or such other place as the parties mutually agree.

2. Certain Definitions

The following terms used in this Agreement shall have the following meanings:

2.1 Code

"Code" shall mean the Internal Revenue Code of 1986, as amended, together with the regulations promulgated thereunder.

2.2 Competing Transaction

"Competing Transaction" shall mean any of the following involving the Dealership: (a) any merger, consolidation, share exchange, business combination, or other similar transaction (other than the transactions contemplated hereby); (b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition of ten percent (10%) or more of the assets of the Dealership in a single transaction or series of related transactions; (c) the acquisition by any Person of beneficial ownership of, the right of any Person to acquire beneficial ownership of, or the

formation of any "group" (as such term is defined under Section 13 (d) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder) which beneficially owns or has the right to acquire beneficial ownership of ten percent (10%) or more of the then outstanding shares of capital stock of the Dealership; or (e) any public announcement of a proposal, plan or intention to do any of the foregoing or any agreement to engage in any of the foregoing.

2.3 Dealership Vehicles

"Dealership Vehicles" shall mean any vehicle owned by the Dealership, used in the Dealership operations and not held for sale by the Dealership.

2.4 Demonstrator Vehicles

"Demonstrator Vehicles" shall mean any vehicle with more than two hundred (200) miles and less than six thousand (6,000) miles on the odometer which, with the sole exception of such mileage, falls within the definition of a New Vehicle.

2.5 Environmental Law

"Environmental Law" shall mean any local, state or federal law or regulation relating to protection of the environment, pollution control, product registration or Hazardous Materials; any permit, license or government authorization issued, entered, promulgated or approved pursuant to any such law; and all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in those laws or contained in any law, regulation, code, plan, order, decree, judgment, notice, permit or demand letter issued, entered, promulgated or approved pursuant to such a law or regulation.

2.6 Franchise Agreements

"Franchise Agreements" shall mean all franchise agreements and license agreements to which the Dealership is a party or by which the Dealership or any of its properties or assets (real, personal or mixed, tangible or intangible) are bound including without limitation all contracts or agreements between the Dealership and Manufacturer or distributors of motor vehicles or other products or services which permit the Dealership to sell such products or services as a franchisee or licensee.

2.7 Genuine New Parts and Accessories

"Genuine New Parts and Accessories" shall mean unused and undamaged parts and accessories that are (a) still in the original, resalable merchandising packages (b) are listed for sale in the then current vehicle manufacturer's parts and accessories catalogue together with all supplements thereto (c) were purchased directly from the vehicle manufacturer, and (d) with respect to broken lots, are currently useable in the ordinary course of business of the Dealership.

2.8 Hazardous Materials

"Hazardous Materials" shall mean any waste, pollutant, hazardous substance, toxic, ignitable, reactive or corrosive substance, hazardous waste, special waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, liquid or gaseous products, or any constituent of any such substance or waste, the use handling or disposal of which by the Dealership is in any way governed by or subject to any applicable law, rule, or regulation of any governmental or regulatory authority.

2.9 Intellectual Property

"Intellectual Property" shall mean the Licensed Intellectual Property together with the Proprietary Intellectual Property.

2.10 Knowledge of the Dealership

"Knowledge of the Dealership" shall mean the actual conscious awareness of facts or other information by any member of the management of the Dealership, or, given facts a member of the Dealership's management knew or should have known, something which a reasonable person engaged in the management of a dealership would have known.

2.11 Knowledge of Parent

"Knowledge of Parent" shall mean the actual conscious awareness of facts or other information by Parent or, given facts Parent knew or should have known, something which a reasonable person in Parent's position would have known.

2.12 Knowledge of the Sellers

"Knowledge of the Sellers" shall mean the actual conscious awareness of facts or other information by any Seller or, given facts one or more of the Sellers knew or should have known, something which a reasonable person in the Sellers' position would have known.

2.13 Licensed Intellectual Property

"Licensed Intellectual Property" shall mean all patents, trademarks, trade names, copyrights and all technology and processes used by the Dealership in its business which are material to such business and are used pursuant to a license or other right granted by a third party.

2.14 Material Adverse Effect

"Material Adverse Effect" means (a) an adverse effect of seventy five thousand dollars ($75,000) or more upon the business, operations, properties, assets or condition (financial or otherwise) of the Dealership, except as otherwise specifically provided in this Agreement, or (b) the impairment of the ability of the Dealership to operate in the ordinary course of business. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event does not of itself have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect.

2.15 New Vehicles

"New Vehicles" shall mean any undamaged 1997 or 1998 model year vehicle, which has never been damaged in an amount in excess of $500, or, in the event of damage less than $500, has been repaired to the standards of a new vehicle, with less than two hundred (200) miles on the odometer and which has never been (a) titled, (b) registered, (c) sold to a user, (d) used as a demonstrator (other than demonstration to customers which has not resulted in the mileage standard being exceeded, or (e) reported to the manufacturer as sold by submitting the retail delivery report (RDR Card) or by any other means which would initiate the warranty period, and with respect to which the Manufacturer's Certificate of Origin and all other documents required under applicable law for the retailing and registering of such vehicle to a consumer are in the possession of the Dealership. In order to make allowance for dealer trades, up to ten (10) percent of the New Vehicle inventory may have up to five hundred (500) miles on the odometer without such vehicles being considered Demonstrator Vehicles.

2.16 Non-Genuine New Parts and Accessories

"Non-Genuine New Parts and Accessories" shall mean unused and undamaged parts and accessories that are (a) still in the original, resalable merchandising packages and (b) are listed for sale or may be used in place of parts and accessories listed in the then current vehicle manufacturer's parts and accessories catalogue together with all supplements thereto (c) were not purchased by the Dealership directly from the vehicle manufacturer and (d) with respect to items in broken lots, currently useable in the ordinary course of business of the Dealership.

2.17 Obsolete Parts and Accessories

"Obsolete Parts and Accessories" shall mean parts and accessories not falling within the definitions of Genuine New Parts and Accessories or Non-Genuine New Parts and Accessories or otherwise being described in items 1 through 6 of Section 1.10.3.

2.18 Person

"Person" shall mean any natural person, corporation, general partnership, limited partnership, proprietorship, limited liability company or other business organization, trust or association or any court or governmental agency or body of any domestic or foreign country, state, county, municipal or other political subdivision.

2.19 Proprietary Intellectual Property

"Proprietary Intellectual Property" shall mean all material patents trademarks and trade names (including all federal, state and foreign registrations pertaining thereto) and all material copyright registrations owned by the Dealership or held for use in its business.

2.20 Related Party

"Related Party" shall mean spouse, children, parents or siblings of the Sellers and any company, firm, corporation, entity or organization in which the Sellers or the spouse, children, parents or siblings of the Sellers has or have a direct or indirect financial interest.

2.21 Tax

"Tax" or "Taxes" shall mean all federal, state, local or foreign taxes, levies, imposts, duties, licenses and registration fees and charges of any nature whatsoever including, without limitation, withholding obligations, interest, penalties and additions to tax.

2.22 Tax Returns

"Tax Return(s)" shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment to such documents and any amendment of such documents.

2.23 Used Vehicles

"Used Vehicles" shall mean all vehicles owned by the Dealership which are not New Vehicles, Demonstrator Vehicles or Dealership Vehicles.

3. Representations and Warranties of the Dealership and the Sellers

As a material inducement to Parent and Sub to enter into this Agreement and to consummate the transactions contemplated hereby, the Dealership and each Seller hereby represent and warrant to Parent and Sub as follows:

3.1 Organization

The Dealership is a corporation duly organized and validly existing under the laws of the State of Florida, and has all requisite power and authority (corporate and other) to own, lease and operate its properties and to carry on its business as now being conducted.

The Dealership has no subsidiaries and holds no equity interest in any other Person. The Dealership has (or will have immediately upon execution of this Agreement) made available to Parent and Sub true, correct and complete copies of its Certificate of Incorporation and Bylaws as currently in effect, and the certificates representing the Dealership Common Stock together with all other material stock records.

3.2 Authorization, Binding Effect

The Dealership has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement by the Dealership and the performance by the Dealership of its obligations hereunder have been duly and validly authorized by all necessary corporate action on the part of the Dealership. The Board of Directors of the Dealership has approved the execution, delivery and performance of this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Dealership and constitutes the valid and binding agreement of the Dealership, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

3.3 Absence of Restrictions and Conflicts

Except as set forth in the Dealership Disclosure Letter, the execution, delivery and performance of this Agreement by the Dealership and the consummation of the transactions contemplated hereby do not and will not with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, require the Dealership to obtain the consent, approval or action of or make any filing or give any notice to any Person under, result in the loss of any benefit under, or permit acceleration of any obligation under (a) any term or provision of the Articles of Incorporation or Bylaws of the Dealership, (b) any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Dealership is a party or by which the Dealership or any of its properties are bound, including without limitation, any contract, (c) any judgment, decree or order of any court or governmental authority or agency to which the Dealership is a party or by which the Dealership or any of its properties are bound or (e) any statute, law, rule or regulation applicable to the Dealership. No consent, approval, authorization, order or declaration of or from, or registration, qualification, or filing with, any court or governmental agency or body is required in connection with the execution, delivery and performance of this Agreement by the Dealership and the consummation of the transactions contemplated hereby by the Dealership.

3.4 Capitalization of the Dealership

The authorized capital stock of the Dealership consists of 200 shares of Dealership Common Stock, 57.68 of which are issued and outstanding and 45 of which are held by the Dealership in treasury. As of the date hereof, the shares of Dealership Common Stock are, and on the Closing Date the shares of Dealership Common Stock will be, the only issued and outstanding shares of the capital stock

of the Dealership. There are no shares of capital stock held in the treasury of the Dealership, except as disclosed in the Dealership Disclosure Letter. All of the shares of Dealership Common Stock are duly authorized, validly issued, fully paid and nonassessable and free of pre-emptive rights. There are no subscriptions, options, convertible securities, calls, rights, warrants or other agreements, claims or commitments of any nature whatsoever, obligating the Dealership to issue, transfer, deliver or sell, or cause to be issued, transferred, delivered or sold, any shares of capital stock or other securities of the Dealership or obligating the Dealership to grant, extend or enter into any such agreement or commitment.

3.5 Financial Statements

The Dealership has heretofore delivered to Parent and Sub true, correct and complete copies of: (a) the audited balance sheets of the Dealership as of December 31, 1994, 1995, 1996 and its audited statements of income and retained earnings and cash flows for the calendar years then ended, including the notes thereto, audited by and accompanied by the reports of Linda P. Dale, CPA, independent auditor, and (b) the unaudited consolidated balance sheets of the Dealership as of December 31, 1997 and the unaudited consolidated statements of income and retained earnings and cash flows for the period then ended (all such audited and unaudited financial statements are referred to herein collectively as the "Dealership Financial Statements" and the unaudited balance sheet of December 31, 1997 is referred to herein as the "Dealership Balance Sheet"). Each of the balance sheets included in the Dealership Financial Statements (including any related notes and schedules) fairly presents the financial position of the Dealership as of the date thereof, and each of the statements of income and retained earnings and cash flows included in the Dealership Financial Statements (including any related notes and schedules) fairly presents the results of operations and changes in cash flows, as the case may be, of the Dealership for the periods set forth therein in each case in accordance with generally accepted accounting principles consistently applied during the periods involved. The Dealership Financial Statements have been prepared from, and are in accordance with, the books and records of the Dealership. The Dealership has not incurred any liabilities or obligations since December 31, 1997, except in the ordinary course of its business conducted in a manner consistent with past practice.

3.6 Absence of Certain Changes

1. As of December 31, 1997, the Dealership did not have any liabilities or obligations (absolute, accrued or contingent) of a nature required by generally accepted accounting principles to be reflected in the Dealership Balance Sheet which were not fully reflected or reserved against in such balance sheet.

2. Since December 31, 1997, there has not been (a) any material adverse change in the assets, liabilities, results of operations, financial condition, business or prospects of the Dealership taken as a whole, (b) any damage, destruction, loss or casualty to any material property or assets of the Dealership, whether or not covered by insurance, (c) any declaration, setting aside or payment of any dividend or distribution (whether in cash, stock or property) in respect of the capital stock of the Dealership or any redemption or other acquisition of any of the capital stock of the Dealership or any split, combination or reclassification of shares of capital stock declared or made by the Dealership, (d) any transactions entered into other than in the ordinary course of business conducted in a manner consistent with past practice, (e) any failure to maintain a representative mix of New Vehicles in the inventory of the Dealership, (f) any agreements to do any of the foregoing, or (g) any other events developments or conditions of any character whatsoever that have had or are reasonably likely to have a Material Adverse Effect on the Dealership.

3. Since December 31, 1997, there have not been (a) any extraordinary losses suffered, (b) any assets mortgaged, pledged or made subject to any lien, charge or other encumbrance, any liability or obligation (absolute, accrued or contingent) incurred or any bad debt, contingency or other reserve increase suffered except, in each such case, in the ordinary course of business and consistent with past practice, (c) any claims, liabilities or obligations (absolute, accrued, or contingent) paid, discharged or satisfied, other than the payment, discharge or satisfaction, in the ordinary course of business and consistent with past practice, of claims, liabilities and obligations reflected or reserved against in the Dealership Financial Statements or incurred in the ordinary course of business and consistent with past practice, (d) any guaranteed checks, notes or accounts receivable which have been written off as uncollectible except write-offs in the ordinary course of business and consistent with past practice, (e) any write down of the value of any asset or investment on the Dealership's books or records, except for depreciation or amortization taken in the ordinary course of business and consistent with past practice, (f) any cancellation of any debts or waiver of any claims or rights, or sale, transfer or other disposition of any properties or assets (real, personal or mixed, tangible or intangible) of substantial value, except, in each case, in transactions in the ordinary course of business and consistent with past practice, (g) any agreements to do any of the foregoing, or (h) any other events, developments or conditions of any character whatsoever that has had or is reasonably likely to have a Material Adverse Effect on the Dealership.

3.7 Legal Proceedings

Except as set forth in the Dealership Disclosure Letter, there are no suits, actions, claims, proceedings or investigations pending or threatened against, relating to or involving the Dealership or any of its present or former officers, directors or employees before any court, arbitration panel, arbitrator or administrative or government body, which, if finally determined adversely, are reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on the Dealership. The Dealership is not subject to any judgment, decree, injunction, rule or order of any court, arbitration panel, arbitrator or administrative agency nor is it subject to any governmental restriction, which is reasonably likely (a) to have a Material Adverse Effect on the Dealership, or (b) to cause a material limitation of Parent's ability to operate the business of the Dealership after the Closing. The Dealership Disclosure Letter contains a true, correct and complete list of all suits, actions, claims, proceedings or investigations pending or threatened against, relating to or involving the Dealership or any of its present or former officers, directors or employees before any court, arbitration panel, arbitrator or administrative or government body.

3.8 Compliance with Law

The Dealership has all authorizations, approvals, licenses and orders of and from all governmental and regulatory officers and bodies necessary to carry on its business as currently being conducted, to own or hold under lease the properties and assets it owns or holds under lease and to perform all of its obligations under the agreements to which it is a party, and, to the Knowledge of the Sellers and to the knowledge of the Dealership, the Dealership has been and is in compliance with all applicable laws, regulations and administrative orders of the federal government or any state or municipality or of any subdivision or agency of the foregoing to which its business or employment of labor or use or occupancy of properties or any part thereof are subject.

3.9 The Dealership Material Contracts

The Dealership Disclosure Letter contains a true, correct and complete list of the following (which, together with the Dealership Benefit Plans, are herein referred to as the "Dealership Material Contracts"):

1. all bonds, debentures, notes, mortgages, indentures or guarantees to which the Dealership is a party or by which the Dealership or any of its properties or assets (real, personal or mixed, tangible or intangible) are bound;

2. all leases to which the Dealership is a party or by which the Dealership or any of its properties or assets (real, personal or mixed, tangible or intangible) are bound;

3. all Franchise Agreements and license agreements;

4. all loans and credit commitments to the Dealership which are outstanding, together with a brief description of such commitments and the name of each financial institution granting the same;

5. all contracts or agreements which limit or restrict right of the Dealership or of the Sellers to freely sell or transfer ownership of capital stock or securities of the Dealership including but not limited to any rights of first refusal;

6. all contracts or agreements which limit or restrict the Dealership to register its capital stock or securities under federal or state securities laws;

7. all contracts or agreements requiring the Dealership to register its capital stock or securities under federal or state securities laws; and

8. all existing contracts and commitments (other than those described in subparagraphs 1 through 7 of this Section 3.9, and the Dealership Benefit Plans) to which either the Dealership is a party or by which the Dealership or its properties or assets may be bound involving an annual commitment or annual payment by any party thereto of more than twenty five hundred dollars ($2,500) individually, or which have a fixed term extending more than twelve (12) months from the date hereof.

True, correct and complete copies of all the Dealership Material Contracts, including all amendments thereto, have been made available to Parent and Sub or will be made available immediately upon execution of this Agreement. The Dealership Material Contracts are valid and enforceable in accordance with their respective terms with respect to the Dealership and valid and enforceable in accordance with their respective terms with respect to any other party thereto, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies. Except for events or occurrences the consequences of which individually or in the aggregate are not reasonably likely to have a Material Adverse Effect on the Dealership and, except as set forth in the Dealership Disclosure Letter, there is not, under any of the Dealership Material Contracts, any existing breach, default or event of default by the Dealership or event that, with notice or lapse of time or both would constitute

a breach, default or event of default by the Dealership, nor do Sellers know of, and neither the Dealership nor the Sellers have received notice of, or made a claim with respect to, any breach or default by any other party thereto.

3.10 Taxes and Tax Returns

1. The Dealership has (a) filed when due (after taking into account applicable extensions) with the appropriate federal, state, local and other governmental agencies all Tax Returns required to be filed, and (b) paid when due and payable all Taxes owed by it or, to the extent of Taxes not yet due and payable, has accrued or otherwise adequately reserved on the Dealership Financial Statements in accordance with the consistently applied practices of the Dealership for the payment of such Taxes not yet due and payable. All such Tax Returns are correct and complete in all material respects. Complete and accurate copies of all such Tax Returns due or filed since January 1, 1994, and all other Tax Returns requested by Parent in writing, have been furnished or made available to Parent and Sub or will be furnished or made available immediately upon execution of this Agreement. Except as set forth in the Dealership Disclosure Letter, the Dealership has not obtained extensions of time within which to file any Tax Return that has not yet been filed. The Dealership has not received notice from any governmental authority in any jurisdiction in which it does not file a Tax Return stating that the Dealership is or may be subject to taxation by that jurisdiction.

2. There are no Taxes assessed or asserted in respect of any Tax Returns filed by the Dealership or claimed to be due by any taxing authority or otherwise that are not accrued or adequately reserved for on the Dealership Financial Statements in accordance with the consistently applied accounting practices of the Dealership consistently applied. Except as set forth in the Dealership Disclosure Letter, no Tax Return of the Dealership is currently being audited or is scheduled for future audit by the Internal Revenue Service or any other taxing authority. The Dealership has not executed or filed with the Internal Revenue Service or any other taxing authority, any agreement, waiver or other document extending, or having the effect of extending, the period for assessment or collection of any Taxes, which extension or waiver is still in effect. The Dealership has delivered to Parent and Sub (or will deliver together with the Dealership Disclosure Letter) true, correct and complete copies of all examination reports, statements of deficiencies and similar documents prepared by the Internal Revenue Service or any other taxing authority in the possession or control of the Dealership that relate to the income, operations or business of the Dealership for the past five (5) years. All final adjustments made by

the Internal Revenue Service with respect to any federal income Tax Return of the Dealership have been reported to the relevant state or local taxing authorities to the extent required by law. No request for any ruling or determination letter filed by the Dealership is pending with any taxing authority. The Dealership is not a party to any tax allocation or sharing agreement with any other entity and has no liability or obligation to any other entity under any such agreement that previously was in effect. Except as set forth in the Dealership Disclosure Letter, the Dealership has no liability to any Person with respect to Taxes paid, owed or to be paid for periods of time during which the Dealership or any predecessor of the Dealership were members of a consolidated group.

3. The Dealership has not filed a consent pursuant to Section 341(f) of the Code, or agreed to have Section 341(f)(2) of the Code apply to any disposition of a subsection (f) asset (as such term is defined in Section 341(f)(4) of the Code) owned by it. No property of the Dealership is property that the Dealership is or will be required to treat as being owned by another Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, or is "tax exempt use property" within the meaning of Section 168(h)(1) of the Code. The Dealership has not agreed to nor is it required to make any adjustment pursuant to Section 481(a) of the Code by reason of a change in accounting method initiated by the Dealership, and the Dealership has no Knowledge that the Internal Revenue Service has proposed any such adjustment or change in accounting method. All accounting periods and methods used by the Dealership for tax purposes are permissible accounting periods and methods under applicable law.

3.11 Officers, Directors and Employees

The Dealership Disclosure Letter contains a true and complete list of all of the officers and directors of the Dealership specifying their office and a true and complete list of all of the employees of the Dealership with whom it has a written employment agreement or to whom the Dealership has made any binding verbal or oral commitments.

3.12 The Dealership Employee Benefit Plans

1. The Dealership Disclosure Letter completely and accurately identifies (a) all plans, programs and other arrangements under or through which the Dealership provides, or has an obligation to provide, or makes, or has an obligation to make contributions to provide, compensation of any kind or

description whatsoever (whether current or deferred and whether paid in cash or otherwise) to, or on behalf of, one, or more than one, employee or director or former employee or former director (individually a "Dealership Benefit Plan" and collectively the "Dealership Benefit Plans"), other than (i) any plans, programs or other arrangements which only provide for the payment of base salary, hourly wages or monthly compensation currently from the general assets of the Dealership on a payday by payday basis for current services or (ii) any plans, programs or other arrangements under which, individually and collectively, the Dealership has no material liability and (b) all contracts or other arrangements under which the Dealership has agreed to employ any Person for any period (individually an "Employment Contract" and collectively "Employment Contracts"). There are no Dealership Benefit Plans or Employment Contracts other than those identified in the Dealership Disclosure Letter.

2. The Dealership has furnished (or will furnish immediately upon execution of this Agreement, as the case may be) to Parent (a) a true, correct and complete copy of each Dealership Benefit Plan and Employment Contract which is set forth in writing, and any related trust agreement or insurance contract and a complete description of each other Dealership Benefit Plan and Employment Contract, (b) a true, correct and complete copy of the summary plan description required for each Dealership Benefit Plan under the Employment Retirement Income Security Act of 1974, as amended ("ERISA"), (c) a complete copy of the three most recent IRS/DOL Form 5500s filed for each Dealership Benefit Plan and the related schedules and attachments, (d) a complete copy of the most recent actuarial report, if any, for each Dealership Benefit Plan and (e) a complete copy of any correspondence (other than IRS/DOL Form 5500) since 1990 with the Internal Revenue Service, the Department of Labor, the Pension Benefit Guaranty Corporation or any other similar governmental agency regarding a Dealership Benefit Plan.

3. No assets have been set aside in a trust (other than in a tax exempt trust) by the Dealership to pay, directly or indirectly, any benefits under any Dealership Benefit Plan or Employment Contract, and all of the assets of any tax exempt trust which is a part of a Dealership Benefit Plan are currently shown on the books and records of such trust at their fair market value. The Dealership has received written confirmation from the Internal Revenue Service of the tax-exempt status of each such trust.

4. Except as set forth in the Dealership Disclosure Letter, the Dealership has established, maintained, administered, reported and disclosed, made contributions to and otherwise performed all its material duties and

responsibilities with respect to each Dealership Benefit Plan and each Employment Contract in compliance with all applicable laws. Except as set forth in the Dealership Disclosure Letter, the Dealership has no duty or obligation to indemnify or hold any other Person harmless for or from any liability attributable to any act or omission by such Person with respect to any Dealership Benefit Plan, Employment Contract or employee or former employee.

5. The Dealership is not subject to any liability, either directly or indirectly through an affiliate, for any Tax or penalty with respect to any Dealership Benefit Plan or Employment Contract, including, without limitation, any Tax or penalty under ERISA or under the Code, and all contributions or payments made with respect to any Dealership Benefit Plan or Employment Contract have been deductible in full on the income Tax Return on which the Dealership has claimed a deduction for such contribution or payment.

6. There are no claims which have been made or, to the Knowledge of the Dealership, threatened under or with respect to, any of the Dealership Benefit Plans or Employment Contracts (other than routine claims made in the ordinary course of plan or contract operations), and the Dealership has no notice or Knowledge of any proposed audit or investigation by any governmental or other law enforcement agency with respect to any Dealership Benefit Plan or Employment Contract.

7. The Dealership is not subject, either directly or indirectly through an affiliate, to any liabilities (including withdrawal liabilities) with respect to any Dealership Benefit Plan or any other employee benefit plan subject to Title IV of ERISA or Section 412 of the Code, other than the liability to make current contributions when due and to pay current expenses and premiums when due. All such contributions, expenses and premiums have been paid in full when due.

8. The Dealership has the right under the terms of each Dealership Benefit Plan to terminate each such plan at any time exclusively by action of the Dealership, and no additional contributions would be required in order to properly effect the termination of any plan which is funded through a trust or an insurance contract and no additional costs or expenses would need to be incurred in order to properly effect the termination of any other plan.

9. There are no outstanding options to purchase any stock or other securities of the Dealership, and no Dealership Benefit Plan or Employment Contract requires that any assets of such plan or contract be invested in, or

that any benefit payments be made in the form of any such stock or securities.

10. The Dealership does not employ, and has not employed, does not lease and has not leased, from another employer, any individual who is a member of a collective bargaining unit, and the Dealership does not make, has not made, has no obligation to make, has not had an obligation to make, does not reimburse, has no obligation to reimburse, has not reimbursed and has had no obligation to reimburse, another employer, directly or indirectly, for making contributions to an employee benefit plan for the benefit of any such individual.

11. Section 280G of the Code shall not apply to any payments made by the Dealership as a result of the transactions contemplated by this Agreement, and there are no payments to an employee or former employee of the Dealership which will be triggered as a result of the change in the control of the Dealership contemplated by this Agreement (other than payments due in the ordinary course without regard to such change in control).

3.13 Labor Relations

The Dealership is in compliance in all material respects with all federal, state and local laws respecting employment and employment practices, terms and conditions of employment, wages and hours, and is not engaged in any unfair labor or unlawful employment practice. Except as set forth in the Dealership Disclosure Letter, there is no unlawful employment practice discrimination charge involving the Dealership pending before the National Labor Relations Board ("NLRB"). Except as set forth in the Dealership Disclosure Letter, there is no labor strike, dispute, slowdown or stoppage actually pending or threatened against or affecting the Dealership, and no NLRB representation question exists respecting any of its employees. The Dealership is not a party to, or bound by, any collective bargaining agreement, contract or understanding with any labor union or any labor organization.

3.14 Title to Properties and Related Matters

The Dealership has good and valid title to or valid leasehold interests in its properties (real and personal) reflected in the Dealership Balance Sheet or acquired after the date thereof (other than properties sold or otherwise disposed of in the ordinary course of business consistent with past practice), and all of such properties are held free and clear of all title defects, liens, encumbrances and restrictions, except, with respect to all such properties, as set forth in the Dealership Disclosure Letter and except for (a) liens for current Taxes and

assessments not in default, (b) mechanics', carriers', workmen's, materialmen's, repairmen's statutory or common law liens either not delinquent or being contested in good faith, (c) encumbrances, covenants, rights of way, building use restrictions, easements, exceptions, variances, reservations and other similar matters or limitations, if any, which do not have a Material Adverse Effect on the value or use by the Dealership of the property affected, (d) liens, encumbrances, restrictions and exceptions which do not materially adversely affect the use and enjoyment by the Dealership of the assets or materially reduce the value thereof in the hands of the Dealership, and (e) liens, encumbrances, restrictions and exceptions referenced in the Dealership Disclosure letter. All of the properties and assets of the Dealership are adequate and suitable for the purposes for which they are presently being used and there are no condemnation or appropriation proceedings pending or threatened against any real property or the improvements thereof reflected in the Dealership Balance Sheet or acquired after the date thereof. The material improvements, fixtures and appurtenances on or to the properties owned or leased by the Dealership, and the material tangible assets owned or leased by the Dealership are in good operating condition, order and repair.

3.15 Environmental Matters

Except as set forth in the Dealership Disclosure Letter:

1. The Dealership possesses all necessary licenses, permits or authorizations under any and all applicable Environmental Laws, is in full compliance with all applicable Environmental Laws and has filed all notices that are required for the conduct of its business.

2. There are no facts or circumstances which could form the basis for the assertion of any claim against the Dealership under the Federal Comprehensive Environmental Response, Resource Conservation and Recovery Act, Water Pollution Control Act, Toxic Substances Control Act, Clean Air Act, Compensation and Liability Act or any similar local, state or federal law with respect to any on-site or off-site location.

3. The Dealership has not entered into, agreed to, nor does it contemplate entering into any consent decree or order, and is not subject to any judgment, decree or judicial or administrative order relating to compliance with, or the cleanup of regulated substances under any applicable Environmental Laws.

4. The Dealership has not been alleged, in a writing delivered to the Dealership, to be in violation of, and has not been subject to any

administrative or judicial proceeding pursuant to applicable Environmental Laws or regulations either now or any time during the past five years.

5. The Dealership does not have, nor is it subject to, any claim, obligation, liability, loss, damage or expense, of any nature whatsoever, contingent or otherwise, incurred or imposed or based upon any provision of any Environmental Law and arising out of any act or omission of the Dealership, its employees, agents or representatives or arising out of the ownership, use, control or operation by the Dealership of any plant, facility, site, area or property (including, without limitation, any plant, facility, site, area or property currently or previously owned or leased by the Dealership) from which any substance was released into the environment, including the ownership, operation or use of underground storage tanks (the term "release" meaning any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, and the term "environment" meaning any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air).

6. The Dealership has provided Parent and Sub with true, correct and complete copies of all material documents and files of the Dealership relating to environmental matters and a schedule setting forth the amount of all fines, penalties or assessments paid within the last five years by the Dealership with respect to environmental matters, including the date of payment and the basis for the assertion of liability.

3.16 Accounts Receivable

All accounts receivable of the Dealership that are reflected in the Dealership Financial Statements (a) are valid, existing and fully collectible within ninety (90) days following the Closing Date without resort to legal proceedings or collection agencies, subject to the allowance for doubtful accounts reflected in the Dealership Balance Sheet, (b) represent moneys due for goods sold and delivered or services rendered in the ordinary course of business consistent with past practice, and (c) are not subject to any refunds or adjustments or any defenses, rights of set-off, assignment, restrictions, security interests or other encumbrances, except as set forth in the Dealership Disclosure Letter. All such accounts receivable are current, and there is no dispute regarding the collectibility of any such accounts receivable. Except as set forth in the Dealership Disclosure Letter, the Dealership has never factored any of its accounts receivable.

3.17 Patents, Trademarks & Trade Names

The Dealership Disclosure Letter sets forth a true and complete list of (a) the Proprietary Intellectual Property and (b) the Licensed Intellectual Property. The Dealership owns, or has the right to use pursuant to valid and effective agreements, all the Intellectual Property, and the consummation of the transactions contemplated hereby will not alter or impair any such right. No claims are pending against the Dealership by any Person with respect to the use of any Intellectual Property or challenging or questioning the validity or effectiveness of any license or agreement relating to the same and the current use by the Dealership of the Intellectual Property does not infringe on the rights of any third party.

3.18 Brokers, Finders and Investment Bankers

Except as set forth in the Dealership Disclosure Letter, neither the Dealership nor any of its officers, directors or employees, has employed any broker, finder, or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders fees in connection with the transactions contemplated by this Agreement.

3.19 Insurance

The Dealership Disclosure Letter sets forth the following information with respect to each outstanding insurance policy (including policies providing property, casualty, liability, and workers' compensation coverage and bond and surety arrangements) to which the Dealership has been a party, a named insured, or otherwise the beneficiary of coverage:

(a) the name, address, and telephone number of the agent;

(b) the name of the insurer; and

(c) the policy number and the period of coverage.

With respect to each insurance policy: (A) the policy is legal, valid, binding, and enforceable and in full force and effect; (B) neither the Dealership nor any other party is in breach or default in any material respect (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time or both, would constitute such a breach or default in any material respect or permit termination, modification, or acceleration, under the policy; and (C) no party to the policy has repudiated any provision thereof. The Dealership has been covered since inception by insurance in scope and

amount customary and reasonable for the businesses in which it engaged during the aforementioned period. The Dealership Disclosure Letter also describes all self-insurance arrangements affecting the Dealership.

3.20 The Dealership Disclosure Letter

In addition to other information required to be stated on the Dealership Disclosure Letter pursuant to this Agreement, the Dealership Disclosure Letter sets forth the following:

1. the matters referred to in the first sentence of Section 3.3 hereof;

2. a true and complete list of all of the Subsidiaries of the Dealership, the jurisdiction in which each Subsidiary of the Dealership is incorporated or organized, and all shares of capital stock or other ownership interests authorized, issued and outstanding of each Subsidiary of the Dealership;

3. a list of all shares of capital stock held in the treasury of the Dealership, together with photocopies of all share certificates of such stock and the shares of Dealership Common Stock;

4. a true, correct and complete list of the Dealership Material Contracts;

5. a true, correct and complete list of any existing breaches, defaults or events of default by the Dealership under any Dealership Material Contract or events that with notice or lapse of time or both would constitute such a breach, default or event of default by the Dealership;

6. any extension of time within which the Dealership is required to file any Tax Return that has not yet been filed;

7. a list of any Tax Returns of the Dealership currently being audited or scheduled for future audit by the Internal Revenue Service or any other taxing authority;

8. any liability of the Dealership to any Person with respect to Taxes paid, owed or to be paid for periods of time during which the Dealership or any predecessor of the Dealership were members of a consolidated group;

9. a true, correct and complete list of all labor strikes, disputes, slow downs or stoppages actually pending or threatened against or involving or affecting the Dealership;

10. a true, correct and complete list of all accounts receivable factored by the Dealership;

11. a true, correct and complete list of all of the officers and directors of the Dealership, specifying their office, and a true, correct and complete list of all of the employees of the Dealership with whom the Dealership has a written employment agreement or to whom the Dealership has made a binding verbal or oral commitment;

12. a true, correct and complete list of all Dealership Benefit Plans and Employment Contracts;

13. any failure of the Dealership to have established, maintained, administered, reported and disclosed, made contributions to and/or otherwise performed all of its material duties and material responsibilities with respect to each Dealership Benefit Plan and each Employment Contract or employee or former employee;

14. a true, correct and complete list of all unlawful employment practice discrimination charges involving the Dealership pending before the EEOC, EEOC recognized state "referral agency" or any other governmental agency;

15. any exceptions to the matters as set forth in Section 3.15;

16. a true, correct and complete list of: (a) the Proprietary Intellectual Property and (b) the Licensed Intellectual Property;

17. a statement regarding the extent to which the Dealership has included its subsidiaries in its consolidated federal income Tax Returns, and its consolidated combined or unitary state or local Tax Returns;

18. a true, correct and complete list of all exceptions to the matters set forth in the first sentence of Section 3.16;

19. a true, correct and complete list setting forth any arrangement or agreement under which, the Dealership or any of its officers, directors or employees, or any of the Sellers have employed any broker, finder, or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders fees in connection with the transactions contemplated by this Agreement; and

20. a true, correct and complete list of all third party consents required in connection with the transactions contemplated by this Agreement.

Pursuant to Section 6.5, the Dealership has delivered or will deliver immediately upon execution of this Agreement, true, correct and complete copies of: (a) the documents referred to in the last sentence of Section 3.1, (b) the Dealership Financial Statements and the Dealership Balance Sheets, (c) all of the Dealership Material Contracts, (d) all examination reports, statements of deficiencies and similar documents prepared by the Internal Revenue Service or any other taxing authority in the possession or control of the Dealership that relate to the income, operations or business of the Dealership for the past five years, and (e) all of the Dealership Benefit Plans and Employment Contracts.

3.21 Disclosure

No representations, warranties or covenants made by the Dealership in this Agreement or the Dealership Disclosure Letter contain an untrue statement of material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading.

4. Representations and Warranties of the Sellers

As a material inducement to Parent and Sub to enter into this Agreement and to consummate the transactions contemplated hereby, each of the Sellers hereby represents and warrants to Parent and Sub as follows:

4.1 Authority

Each Seller has full right, power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Seller and constitutes the valid and binding agreement of each Seller, enforceable against each Seller in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

4.2 Absence of Restrictions and Conflicts

The execution, delivery and performance of this Agreement by each Seller and the consummation of the transactions contemplated hereby including the Merger do not and will not with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, require such Seller to obtain the consent, approval or action of or make any filing or give any notice to any

Person under, result in the loss of any benefit under, or permit acceleration of any obligation under (a) any indenture, mortgage, deed of trust, lease or other agreement or instrument to which such Seller is a party or by which such Seller or any of his properties are bound, including without limitation, any contract, (b) any judgment, decree or order of any court or governmental authority or agency to which the Seller is a party or by which such Seller or any of his properties are bound, or (c) any statute, law, rule or regulation applicable to such Seller. No consent, approval, authorization, order or declaration of or from, or registration, qualification, or filing with, any court or governmental agency or body is required in connection with the execution, delivery and performance of this Agreement by the Sellers and the consummation of the transactions contemplated hereby by the Sellers.

4.3 Title to Dealership Common Stock

1. Each Seller has, and on the Closing Date will have, good and valid title to the shares of Dealership Common Stock owned by him, free and clear of all "adverse claims" within the meaning of Section 8-302 of the Uniform Commercial Code and any Security Interests (as hereinafter defined) with no defects of title whatsoever. Other than the shares of Dealership Common Stock set forth beside the Seller's name on the Dealership Disclosure Letter, such Seller owns no shares of capital stock of the Dealership or any other equity security of the Dealership or any right of any kind to have any such equity security issued. Such shares of Dealership Common Stock are validly issued, fully paid and nonassessable. "Security Interest" shall mean any pledge, security interest, lien, charge, equity, claim, option, right of first refusal or other restriction on transfer of any nature whatsoever, or any other encumbrance of any nature whatsoever, including without limitation any mortgage, lease, chattel mortgage, conditional sales contract, collateral security arrangement or other title or interest retention arrangement (other than restrictions on transfer imposed by federal or state securities laws).

2. Each Seller has the exclusive right, power and authority to vote the shares of Dealership Common Stock owned by such Seller. Except as set forth in the Dealership Disclosure Letter, each Seller covenants that it is not party to or bound by any agreement affecting or relating to such Seller's right to transfer or vote the shares of Dealership Common Stock owned by such Seller, and each Seller hereby waives any applicability of the agreements disclosed in the Dealership Disclosure Letter to the transactions contemplated by this Agreement. Except as set forth in the Dealership Disclosure Letter, there are no proxies outstanding or powers of attorney

granted by such Seller with respect to any shares of Dealership Common Stock.

4.4 Brokers, Finders and Investment Bankers

Except for any liability to Gordon Page & Associates and Robert M. Poloskey, for which the Purchase Price shall be adjusted as set forth in Section 1.10.7, none of the Sellers nor any Person acting on behalf of the Sellers have employed any broker, finder, or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders fees in connection with the transactions contemplated by this Agreement.

4.5 Compliance with Law

The Dealership has all authorizations, approvals, licenses and orders of and from all governmental and regulatory officers and bodies necessary to carry on its business as currently being conducted, to own or hold under lease the properties and assets it owns or holds under lease and to perform all of its obligations under the agreements to which it is a party, and, to the Knowledge of the Sellers, the Dealership has been and is in material compliance with all applicable laws, regulations and administrative orders of the federal government or any state or municipality or of any subdivision or agency of the foregoing to which its business or employment of labor or use or occupancy of properties or any part thereof are subject.

4.6 Disclosure

No representations, warranties or covenants made by the Dealership or the Sellers in this Agreement or the Dealership Disclosure Letter contain an untrue statement of material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading.

4.7 Adequacy of Information.

Each Seller represents and warrants that such party and such party's advisors have had full and complete access to information concerning the Dealership and that such party has had the opportunity to consult with legal and financial advisers prior to executing this Agreement. Each Seller represents that such party has reviewed this Agreement and the accompanying documents. Each Seller represents that such party has sufficient knowledge and experience, or that the advisers such party has consulted have sufficient knowledge and experience, to evaluate the merits of the transactions contemplated by this Agreement. Each

Seller has been given the opportunity for such party and such party's advisers to examine all documents related to the transactions contemplated by this Agreement and to ask questions of the Dealership and its advisers and Parent and Sub and their representatives and advisers.

4.8 Securities Act Representations and Transfer Restrictions

1. Each Seller acknowledges that the shares of Parent Class A Common Stock to be delivered to the Sellers pursuant to this Agreement have not been registered under the Securities Act, and therefore may not be resold except pursuant to (i) an effective registration statement relating to such shares; or (ii) an exemption from the registration requirements to the Securities Act.

2. All certificates evidencing Parent Class A Common Stock delivered to the Sellers pursuant to the Merger will bear the following legend:

   THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR PROVINCE (THE "SECURITIES LAWS") AND MAY NOT BE SOLD, ASSIGNED, EXCHANGED, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES LAWS, OR IN ACCORDANCE WITH AN OPINION OF COUNSEL, ACCEPTABLE IN FORM AND SUBSTANCE TO THE ISSUER, THAT THE SALE, ASSIGNMENT, EXCHANGE, TRANSFER, ENCUMBRANCE, OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES LAWS. A STOP TRANSFER ORDER HAS BEEN PLACED WITH THE ISSUERS' TRANSFER AGENT RESTRICTING ANY TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE WITHOUT THE APPROVAL OF THE ISSUER.

3. Each Seller acknowledges that it has been provided by Parent information regarding Parent, its present and prospective business and its financial condition that each Seller considers important in making the decision to vote for the Merger, to sign this Agreement, and to receive the shares of Parent Class A Common Stock. Each Seller acknowledges that such party has had ample opportunity to ask questions of Parent and Sub and their representatives concerning those matters and the Merger. Each Seller acknowledges that such party has received from Parent all material that

such party requested and the latest proxy statement, Annual Report, Form 10-K for the last fiscal year, and Form 10-Q for the last fiscal quarter of Parent. Each Seller represents that all questions that such party has asked have been satisfactorily answered.

4. Each Identified Seller is an "accredited investor," as such term is defined in Rule 501 (the provisions of which are known to such Identified Seller) promulgated under the Securities Act.

5. Representations and Warranties of Parent and Sub

As a material inducement to the Dealership and the Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, each of Parent and Sub hereby represents and warrants to the Dealership and the Sellers as follows:

5.1 Organization

Each of Parent and Sub is a corporation duly organized and validly existing under the laws of its jurisdiction of formation, and has all requisite power and authority (corporate and other) to own, lease and operate its properties and to carry on its business as now being conducted.

5.2 Authorization, Binding Effect

Each of Parent and Sub has full corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement by each of Parent and Sub and the performance by each of Parent and Sub of its obligations hereunder have been duly and validly authorized by all necessary corporate action on the part of each of Parent and Sub. The Board of Directors of each of Parent and Sub has approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by each of Parent and Sub and constitutes the valid and binding agreement of each of Parent and Sub, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

5.3 Absence of Restrictions and Conflicts

The execution, delivery and performance of this Agreement by each of Parent and Sub and the consummation of the transactions contemplated hereby do not and will not with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, require such party or any of its subsidiaries to obtain the consent, approval or action of or make any filing or give any notice to any Person under, result in the loss of any benefit under, or permit acceleration of any obligation under (a) any term or provision of the Articles of Incorporation or Bylaws of such party or any or its subsidiaries, (b) any indenture, mortgage, deed of trust, lease or other agreement or instrument to which such party or any of its subsidiaries is a party or by which such party or any of its subsidiaries or any of their respective properties are bound, including without limitation, any contract, (c) any judgment, decree or order of any court, arbitration panel or governmental authority or agency to which such party or any of its subsidiaries is a party or by which such party or any of its subsidiaries or any of their respective properties are bound, or (d) any statute, law, rule or regulation applicable to such party or any of its subsidiaries, except for such violations, conflicts, breaches, defaults, requirements, losses or accelerations which would not have a material adverse effect on the businesses, operations, assets or properties of Parent and its subsidiaries taken as a whole. No consent, approval, authorization, order or declaration of or from, or registration, qualification, or filing with, any court or governmental agency or body is required in connection with the execution, delivery and performance of this Agreement by Parent and Sub and the consummation of the transactions contemplated hereby by Parent and Sub except such as have been obtained or where the failure to so obtain would not have a material adverse effect on the businesses, operations, assets or properties of Parent and its subsidiaries taken as a whole.

5.4 Brokers, Finders and Investment Bankers

None of Parent, Sub or any of their subsidiaries or any of their respective officers, directors or employees, has employed any broker, finder, or investment banker or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees or finders fees in connection with the transactions contemplated by this Agreement.

5.5 Manufacturer's Approval

Parent and Sub have full, complete and unrestricted power, authority and ability to meet any and all lawful and reasonably imposed financial and capital standards and requirements set forth by each Manufacturer for its approval and will invest such funds, procure such equity capital and comply with any and all lawful and

reasonably imposed requirements specified by the manufacturer for its approval as contemplated by Section 7.2. To the Knowledge of Parent and Sub, no fact, circumstance, event or condition exists which would render Parent or Sub ineligible by each Manufacturer to own and operate the Dealership.

5.6 Disclosure

No representations, warranties or covenants made by Parent and Sub in this Agreement contain an untrue statement of material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading.

6. Certain Covenants and Agreements

6.1 Conduct of Business by The Dealership

Except as consented to in writing by Parent and Sub, from the date hereof to the Closing, the Dealership (including its officers, directors and agents) will:

1. conduct its business in the ordinary course in substantially the same manner as heretofore conducted and not engage in any new line of business or enter into any agreement, transactions or activity or make any commitment other than in the ordinary course of business and not otherwise prohibited under this Section 6.1;

2. neither change nor amend its Articles of Incorporation or Bylaws;

3. not issue, sell or grant any options, warrants or rights to purchase or subscribe to, or enter into any arrangement or contract with respect to the issuance or sale of capital stock of the Dealership or rights or obligations convertible into or exchangeable for any shares of capital stock of the Dealership and not alter the terms of any equity securities of the Dealership or make any changes (by split-up, combination, reorganization or otherwise) in the capital structure of the Dealership;

4. not declare, pay or set aside for payment any dividend or other distribution in respect of the capital stock or other equity securities of the Dealership, unless the aggregate amount of such a dividend or distribution is reported in writing to Parent within three (3) days of the date thereof and unless Sellers agree that to reflect the resulting reduction in the Dealership's net book value, a corresponding reduction to the Purchase Price payable to Sellers shall be made on a dollar for dollar basis and not redeem, purchase or otherwise acquire any shares of capital stock or other securities of the

Dealership or rights or obligations convertible into or exchangeable for any shares of capital stock or other securities of the Dealership or obligations convertible into such, or any options, warrants or other rights to purchase or subscribe to any of the foregoing;

5. not acquire or enter into any agreement to acquire, by merger, consolidation or purchase of stock or assets, any business or entity;

6. use its good faith reasonable efforts to preserve intact the corporate existence, goodwill and business organization of the Dealership, keep the officers and employees of the Dealership available to Parent and preserve the relationships of the Dealership with customers, suppliers and others having business relationships with the Dealership, provided, however, that neither Sellers nor the Dealership are able to ensure the continued employment by any at-will employee of the Dealership;

7. not (a) create, incur or assume any long-term debt (including obligations in respect of capital leases) or short-term debt for borrowed money, except borrowings under existing bank lines of credit in the ordinary course of business, (b) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligation of any other Person, except in the ordinary course of the Dealership's business, consistent with past practice, as may be necessary to allow the Dealership to endorse checks and maintain its continuing liability under both recourse and nonrecourse paper, (c) make any capital contribution to, or investments in, any Person, or (d) make any capital expenditures involving in the aggregate in excess of five thousand dollars ($5,000.00);

8. not enter into, modify or extend in any manner the terms of any employment, severance or similar agreements with officers and directors nor grant any increase in the compensation of officers, directors or (except for increases in the ordinary course of business consistent with past practice) employees, whether now or hereafter payable, stock purchase, pension, profit-sharing, deferred compensation, retirement or other plan, arrangement or contract or commitment;

9. perform in all material respects all of its obligations under the Dealership Material Contracts (except those being contested in good faith), and not enter into, assume or amend any contract or commitment that is or would be a Dealership Material Contract;

10. not sell, lease, mortgage, encumber or dispose of any of its assets that are material, individually or in the aggregate, to the Dealership;

11. maintain in full force and effect and in the same amounts policies of insurance comparable in amount and scope of coverage to that now maintained by the Dealership in the ordinary course of business and consistent with past practices;

12. use its best efforts to continue to collect its accounts receivable and pay its accounts payable in the ordinary course of business and consistent with past practices;

13. prepare and file all federal, state and local returns for Taxes and other tax reports, filings and amendments thereto required to be filed by it, and allow Parent and Sub, at their request, to review all such returns, reports, filings and amendments at the Dealership's offices prior to the filing thereof, which review shall not interfere with the timely filing of such returns; and

14. promptly notify Parent and Sub of any event or occurrence, of which Sellers have Knowledge, that has had or may reasonably be expected to have a Material Adverse Effect on the Dealership.

In connection with the continued operation of the business of the Dealership between the date of this Agreement and the Closing, the Dealership shall confer in good faith on a regular and frequent basis with one or more representatives of Parent and Sub designated in writing to report on material operational matters and the general status of ongoing operations. The Dealership acknowledges that Parent and Sub do not and will not waive any rights they may have under this Agreement as a result of such consultations unless they do so in writing.

6.2 Inspection and Access to Information

From the date of this Agreement to the Closing, the Dealership shall, and shall cause its officers, directors, employees, auditors and agents to provide Parent and Sub and their accountants, investment bankers, counsel, environmental consultants and other authorized representatives full access, during reasonable business hours and under reasonable circumstances, to any and all of its premises, properties, contracts, commitments, books, records and other information (including Tax Returns filed and those in preparation) and shall cause its officers to furnish to Parent and Sub and their authorized representatives any and all financial, technical and operating data and other information pertaining to their business, as Parent and Sub may from time to time reasonably request. Parent and Sub acknowledge that the Dealership has provided Parent and Sub and their authorized representatives access to its premises and books and records prior to

the date of this Agreement which acknowledgment shall have no effect on any of the provisions of this Agreement.

6.3 No Solicitation of Transactions

The Dealership shall not, directly or indirectly, through any officer, director, agent or otherwise, initiate, solicit or knowingly encourage (including by way of furnishing non-public information or assistance), or take any other action to facilitate knowingly, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Competing Transaction, or enter into discussions or negotiate with any Person or entity in furtherance of such inquiries to obtain a Competing Transaction, or agree to or endorse any Competing Transaction, or authorize or permit any of the officers, directors or employees of the Dealership or any investment banker, financial advisor, attorney, accountant or other representative retained by the Dealership to take any such action, and the Dealership shall notify Parent and Sub orally (within two business days) and in writing (as promptly as practicable) of all relevant terms of any such inquiries and proposals which the Dealership or any such officer, director, employee, investment banker, financial advisor, attorney, accountant or other representative may receive relating to any of such matters, and if such inquiry or proposal is in writing, the Dealership shall deliver to Parent and Sub a true, correct and complete copy of such inquiry or proposal.

6.4 The Dealership Disclosure Letter

Within fifteen (15) working days of the execution of this Agreement, the Dealership shall deliver to Parent and Sub the Dealership Disclosure Letter together with the documents and information referred to in Section 3.20. From time to time prior to the Closing, the Dealership and the Sellers will promptly supplement or amend the Dealership Disclosure Letter with respect to any matter hereafter arising which, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in the Dealership Disclosure Letter or any document submitted in connection therewith or which is necessary to correct any information in the Dealership Disclosure Letter which has been rendered inaccurate thereby. Sellers shall have the right to amend the Dealership Disclosure letter up to and including the Closing Date. Sellers must notify Parent and Sub in writing of any such amendment. Parent and Sub shall have ten (10) days from the receipt of any such amendment to terminate this Agreement.

6.5 Reasonable Efforts, Further Assurances and Cooperation

Subject to the provisions of this Agreement, the parties hereto shall each use their reasonable, good faith efforts to perform their obligations herein and to take, or cause to be taken, or do, or cause to be done, all things reasonably necessary, proper or advisable under applicable law to obtain all regulatory approvals and satisfy all conditions to the obligations of the parties under this Agreement and shall cooperate fully with each other and their respective officers, directors, employees, counsel, accountants and other designees in connection with any steps required to be taken as a part of their respective obligations under this Agreement. Parent and Sub agree to promptly make application to Manufacturer for approval of this transaction and to use its reasonable efforts to comply with any requirements imposed by the Manufacturer as a condition to such approval.

6.6 Confidentiality

Each party shall, and shall use its best efforts to cause its representatives to, hold in strict confidence, and not disclose to any Person without the prior written consent of the other parties, or use in any manner except in connection with the transactions contemplated hereby, any information obtained from such other party in connection with the transactions contemplated hereby, except that such information may be disclosed (i) where required by any governmental authority, provided that any party hereto shall give all other parties prompt notice of any disclosures so required in order to permit any party hereto to obtain an appropriate protective order (but only for the purposes and to the extent of such required disclosure), (ii) if required by court order or decree or applicable law (but only for the purposes and to the extent of such required disclosure, and provided that any party hereto shall give all other parties prompt notice of any disclosures so required in order to permit any party hereto to obtain an appropriate protective order), (iii) if it is ascertainable or obtained from public or published information, (iv) if it is received from a third party not known to the recipient to be under an obligation to keep such information confidential, (v) if it is or becomes known to the public other than through disclosure by such party, (vi) if the recipient can demonstrate it was in its possession prior to disclosure thereof in connection with the Agreement, or (vii) if the recipient can demonstrate it was independently developed by it.

6.7 Filing of Returns; Payment of Taxes

1. The Sellers shall be responsible for the liability for all unpaid Taxes relating to the taxable periods through the Closing Date. The Sellers shall be responsible for causing Sellers' CPA to correctly prepare all returns and reports for the Dealership's income Taxes for the taxable periods through

the Closing Date. In preparing such returns of Taxes for the taxable periods through the Closing Date, the independent certified accounting firm shall not deviate from the manner in which any item of income or expenses of the Dealership was reported in prior years, except as required by law. Such tax returns or reports shall be submitted to Parent and Sub for review at least thirty (30) Business Days prior to the filing date for any such return or report.

2. Subject to paragraph 1 above, after the Closing Date, Parent and Sub shall have the right, at their sole discretion, to direct the handling of all matters relating to the Tax liabilities of the Dealership, including, without limitation, the preparation of all returns, the payment of all liabilities, the prosecution of all administrative and judicial remedies, the execution of any closing agreement or any consent or waiver extending the statue of limitations and the filing of any claim for refund.

6.8 Tax Access and Assistance

After the Closing, Parent on the one hand, and the Sellers on the other hand, shall provide each other with such assistance as may reasonably be requested by any of them in connection with the preparation of any return of Taxes, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to liability for Taxes of the Dealership. The party requesting assistance hereunder shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance.

7. Conditions

7.1 Conditions to Each Party's Obligations

The respective obligations of each party to effect the transactions contemplated hereby shall be subject to the fulfillment at or prior to the Closing of each of the following conditions:

1. Injunction. As of the Closing there shall be no effective injunction, writ or preliminary restraining order or any order of any nature issued by a court or governmental agency of competent jurisdiction to the effect that the transactions contemplated hereby may not be consummated as herein provided, no proceeding or lawsuit shall have been commenced by any governmental or regulatory agency for the purpose of obtaining any such injunction, writ or preliminary restraining order and no written notice shall have been received from any such agency indicating an intent to restrain,

prevent, materially delay or restructure the transactions contemplated by this Agreement.

2. Consents. All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental commission, board or other regulatory body or other Person necessary or required in connection with the execution, delivery and performance of this Agreement, including but not limited to any filing and approval required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, shall have been obtained or made, except for any documents required to be filed after the Closing. Parent shall bear all fees, costs and expenses, including costs of counsel and any out-of-pocket expenses, reasonably incurred by Sellers and its counsel in connection with any required Hart-Scott-Rodino filing. Parent and its counsel will prepare initial drafts of the notification required to be filed by Sellers and/or Dealership in connection with the transactions outlined herein.

7.2 Conditions to Obligations of Parent and Sub

The obligations of Parent and Sub to effect the transactions contemplated hereby shall be subject to the fulfillment or waiver at or prior to the Closing of each the following additional conditions:

1. Representations and Warranties. Each representation and warranty set forth in Articles 3 and 4 hereof shall be true and correct as of the date of this Agreement and as of the Closing as though made on and as of the Closing Date.

2. Performance of Obligations of Parent and Sub. Parent and Sub and the Sellers shall have performed in all material respects all covenants and agreements required to be performed by them under this Agreement.

3. Opinion of The Dealership's Counsel. Parent and Sub shall have received an opinion of Albert D. Celio, Esq., counsel to the Dealership, dated as of the Closing Date, substantially in the form attached hereto as Exhibit 7.2.1.

4. Authorization. All corporate action necessary by the Dealership to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly and validly taken.

5. Certificates. The Dealership shall have delivered to Parent and Sub a certificate of its appropriate officers as to compliance with the conditions set forth in Subsections 7.2.1, 7.2.2 and 7.2.4. The Sellers shall have delivered to Parent and Sub a certificate as to compliance with the conditions set forth in Subsections 7.2.1 and 7.2.2.

6. Material Contracts. Parent shall have received consents to the assignment of all the Dealership Material Contracts, including without limitation the consent of Ford with respect to the approval of Parent as an authorized Ford dealer and any other franchise or license agreements to which the Dealership may be a party, or written waivers of the provisions of any the Dealership Material Contracts requiring the consent or waiver of third parties as set forth in the Dealership Disclosure Letter.

7. Noncompete Agreement. Each of the Sellers shall have executed and delivered to Parent the Noncompete Agreement, dated as of the Closing Date, substantially in the form attached hereto as Exhibit 7.2.7.

8. Resignations. Each of the Sellers shall have delivered to Parent a resignation letter of each officer and director of the Dealership, in form satisfactory to Parent, pursuant to which each such officer or director shall have resigned as such officer or director effective not later than the Closing Date.

9. Waiver. Closing of either party without raising objection to the nonfulfillment of the conditions set forth above shall constitute waiver of all such conditions.

10. Real Estate. The real estate referenced in Section 1.2.1.1 shall have been transferred to the Dealership. Such real estate shall be owned by the Dealership free and clear of all liens, encumbrances or other clouds on title thereto and payment therefor shall have been made in full, it being the intention of the parties that the closing of said transaction shall occur contemporaneously with the closing of the transactions hereunder and that said transactions shall be mutually dependent on each other.

7.3 Conditions to Obligations of the Sellers

The obligations of the Sellers to effect the transactions contemplated hereby shall be subject to the fulfillment or waiver at or prior to the Closing of each the following additional conditions:

1. Representations and Warranties. Each representation and warranty set forth in Article 5 hereof shall be true and correct as of the date of this Agreement and as of the Closing as though made on and as of the Closing Date.

2. Performance of Obligations by Parent and Sub. Parent and Sub shall have performed in all material respects all covenants and agreements required to be performed by it under this Agreement.

3. Authorization. All corporate action necessary by Parent and Sub to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly and validly taken.

4. Certificates Parent and Sub shall have delivered to the Dealership and the Sellers a certificate of its appropriate officers as to compliance with the conditions set forth in Subsections 7.3.1, 7.3.2 and 7.3.3.

5. Assignment of Contracts. Parent shall have received consents to the assignment of all the Dealership Material Contracts, including without limitation the consent of the Manufacturer, with respect to the approval of Parent as an authorized dealer thereof and any other franchise or license agreements to which the Dealership may be a party, or written waivers of the provisions of any of the Dealership Material Contracts requiring the consent or waiver of third parties as set forth in the Dealership Disclosure Letter. In addition, Sellers shall have received releases of any liability under any guaranties whatsoever with respect to any contracts, agreements, debts, or undertakings of the Dealership, including, without limitation the Dealership material Contracts. Without limiting the generality of the foregoing, Sellers shall have been released from any liability with respect to any floor plan or other indebtedness of the Dealership.

6. Opinion Counsel to Parent and Sub . The Sellers shall have received an opinion of Robert L. Aprati, General Counsel to Parent, dated as of the Closing Date, substantially in the form attached hereto as Exhibit 7.3.6.

7. Waiver. Closing of either party without raising objection to the nonfulfillment of the conditions set forth above shall constitute waiver of all such conditions.

8. Termination, Fees and Expenses

8.1 Termination

This Agreement may be terminated by written notice delivered in accordance with Section 12.1 at any time prior to the Closing for any of the following reasons:

1. by mutual consent of the parties hereto;

2. by Parent and Sub within sixty (60) days of the date of this Agreement if, after conducting their due diligence with respect to the Dealership, Parent and Sub determine in their sole discretion to terminate this Agreement;

3. by the Dealership, the Sellers or Parent and Sub if the conditions set forth in Section 7.1 have not been complied with or performed and such noncompliance or non performance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) on or before May 30, 1998;

4. by the Dealership or the Sellers if the conditions set forth in Section 7.3 have not been complied with or performed and such noncompliance or non performance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) on or before May 30, 1998; or

5. by Parent and Sub if the conditions set forth in Section 7.2 have not been complied with or performed and such noncompliance or non performance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) on or before May 30, 1998.

8.2 Remedies Prior to Closing

The parties hereto agree that in the event that, at or prior to the Closing, any party hereto violates or fails or refuses to perform any covenant or agreement made by such party, the nonbreaching party or parties may, subject to the terms of this Agreement (and provided such nonbreaching party or parties have timely complied with their obligations and have not breached any such covenant or agreement) and in addition to any remedies at law for actual damages (the parties hereto expressly waive the right to seek or recover any special, consequential, punitive, speculative or indirect damages), institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement.

8.3 Effect of Termination

In the event of termination of this Agreement pursuant to this Article 8, this Agreement shall forthwith become void and there shall be no liability on the part of any party or its respective officers, directors, shareholders or trustees, except for obligations under Section 12.9 which shall survive the termination. Upon any termination of this Agreement, Parent and Sub agree to return to the Dealership or Sellers (as the case may be) or to destroy all copies of any Dealership Material Contracts or other documents provided by the Dealership or Sellers to Parent and Sub in connection with the transactions contemplated hereby.

9. Indemnification

9.1 Sellers

The Sellers agree to indemnify and hold harmless Parent and its officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing from, against and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and other judgments, including, without limitation, reasonable legal fees and costs of investigation, that arise out of or relate to (i) the untruth or material inaccuracy of the Sellers' or the Dealership's representations or warranties as set forth in Articles 3 and 4 of this Agreement, (ii) the violation or breach of any of the covenants or agreements of the Sellers set forth in this Agreement, and (iii) any liability arising from circumstances existing on or before the Closing Date.

9.2 Parent

Parent agrees to indemnify and hold harmless the Sellers and the Dealership and its officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing from, against and in respect of any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and other judgments, including, without limitation, reasonable legal fees and costs of investigation, that arise out of or relate to (i) the untruth or material inaccuracy of any of the representations or warranties of Parent and Sub as set forth in Article 5 of this Agreement, (ii) the violation or breach of any of the covenants or agreements of Parent or Sub set forth in this Agreement, (iii) any liability arising from circumstances occurring after the Closing Date, or (iv) any obligations of the Dealership for which Sellers have, or are alleged to have, personal liability, including, without limitation, all liabilities to Manufacturer, to any floor plan lenders, or to any parties holding a guarantee by Sellers of the obligations of the Dealership.

9.3 Defense of Claims

If any action at law, suit in equity administrative action or arbitration proceeding is instituted by or against a third party with respect to which a party hereunder claims any loss or expense for which the other party is required to indemnify such party, it shall promptly notify such party in writing of such action or suit, describing such loss or expense, the amount thereof, if known, and the method of computation of such loss or expense, all with reasonable particularity. The claimant shall have the right to defend, settle, contest or compromise such action or suit in the exercise of its sole discretion. The party on whom the burden of indemnification rests shall be entitled to contest the issue of its obligations of indemnification hereunder, provided that such party complies with the provisions hereof.

9.4 Claims Period; Limitation of Remedies; Exclusive Remedy

The parties agree that the sole liability of Sellers to Parent and Parent to Sellers hereunder and under the assignments, certificates, documents, writings, instruments and other agreements executed in connection herewith, but specifically excluding any Noncompete Agreement as described in Section 7.2.7, consulting agreement, or any other agreement involving the personal obligations of the Sellers (collectively, the "Closing Documents"), shall be under this Article 9 and that no separate and independent cause of action shall exist for breach of any misrepresentation, warranty, undertaking, or obligations under this Agreement or the Closing Documents except and only to the extent that recovery therefor is permitted under this Article 9. The parties further agree that the remedy for any breach hereof by either party shall be limited to actual damages and shall not include consequential, punitive or other damages. No claim for indemnification under this Agreement and no cause of action under any of the Closing Documents or under any law which may give rise to a cause of action for conduct or activities in connection with the transactions contemplated hereby may be asserted by any party after the end of the claims period which shall commence on the Closing and terminate on the 18-month anniversary of the Closing Date, provided, however, that the obligation of an indemnifying party to satisfy any claim for indemnification asserted prior to the 18-month anniversary of Closing shall survive until such claim is finally resolved. The Sellers obligation to indemnify Parent hereunder and under the Closing Documents, either for breach hereof, tort, misrepresentation, indemnity, or any other cause of action shall not exceed the sum of fifteen percent (15%) of the Merger Consideration. Sellers shall have joint and several liability hereunder.

10. Reasonable Efforts, Further Assurances and Cooperation

1. Subject to the other provisions of this Agreement, the parties hereto shall each use their reasonable, good faith efforts to perform their obligations herein and to take, or cause to be taken, or do, or cause to be done, all things reasonably necessary, proper or advisable under applicable law to obtain all approvals and satisfy all conditions to the obligations of the parties under this Agreement and cause the transactions contemplated herein to be timely effected.

2. The Sellers shall give any notices to third parties, and use their good faith reasonable efforts to obtain any third party consents necessary, proper or advisable to consummate the transactions contemplated in this Agreement or otherwise required under any contacts, licenses, leases, concession agreements or other agreements in connection with the consummation of the transactions contemplated herein. In the event that the Sellers shall fail to obtain any third party consent so required, the Sellers shall use their good faith reasonable best efforts, and shall take such actions reasonably requested by Parent, to minimize any adverse effect upon Parent or the Dealership (including such adverse effect as could reasonably be expected to result after the Closing), from the failure to obtain such consent.

3. Each party shall give prompt written notice to the others of the occurrence or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty of the Dealership, the Sellers or Parent and Sub, as the case may be, contained in this Agreement to be untrue or inaccurate in any material respect at the time of Closing.

11. Inspection and Access to Information

From the date of this Agreement to the Closing, the Sellers and the Dealership shall (and shall cause their respective employees and agents to) provide Parent and Sub and their counsel, employees and authorized representatives full access, during reasonable business hours and under reasonable circumstances to any and all of its premises, properties, contracts, commitments, records and other documents or information and shall furnish to Parent and Sub and its authorized representatives any and all technical and operating data and other information pertaining to the business currently conducted by the Dealership as Parent and Sub may, from time to time, reasonably request.

12. Miscellaneous Provisions

12.1 Notices

All notices, communication and deliveries hereunder shall be made in writing signed by the party making the same and shall be deemed given or made (a) on the date delivered if delivered in person, (b) on the date after delivery to a reputable overnight courier, fees prepaid, (c) upon transmission by facsimile if receipt is confirmed by telephone or (d) on the third (3rd) business day after it is mailed if mailed by registered or certified mail, return receipt requested with postage and other fees prepaid, if addressed or transmitted as follows:

To Parent or Sub:

Budget Car Sales, Inc.
Attn: President
Dealership Support Center
Woodland Corporate Center Once
7602 Woodland Drive, Suite 150
Indianapolis, IN 46278-2706
Fax No. (317) 334 7430

with copy to:

Budget Car Sales, Inc.
Attn: General Counsel
Dealership Support Center
Woodland Corporate Center Once
7602 Woodland Drive, Suite 150
Indianapolis, IN 46278-2706
Fax No. (317) 334 7430

with copy to:

Budget Group, Inc.
4225 Naperville Road
Lisle, Illinois 60532-3662
Attention: General Counsel
Fax No.: (630) 955 7810

To the Dealership or the Sellers:

Frank D. Wooten
c/o Albert D. Celio, Esq.
P.O. Box 939
Cocoa, FL 32923-0939
Fax No. (407) 633 2356

with copy to:

Albert D. Celio, Esq.
976 Brevard Avenue, Suite A
Rockledge, FL 32955
Fax No. (407) 633 2356

12.2 The Dealership Disclosure Letter and Exhibits

The Dealership Disclosure Letter and all exhibits thereto and hereto are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

12.3 Assignment, Successors in Interest and Use of Name

No assignment or transfer by Parent and Sub, any of the Sellers or the Dealership of their respective rights and obligations hereunder shall be made except with the prior written consent of the other parties hereto, and any purported assignment by any party without the prior written consent of the other parties hereto shall be void, except that any or all rights of Parent and Sub to receive the performance of the obligations of the Sellers and/or the Dealership hereunder (but not the obligations of Parent to Sellers or the Dealership hereunder) and rights to assert claims against the Sellers or the Dealership in respect of breaches of representations, warranties or covenants of the Sellers or the Dealership hereunder, may be assigned by Parent and Sub to another entity which is controlled by or under common control with Parent, but any assignee of such rights shall take such rights subject to any defenses, counterclaims and rights of set-off to which the Sellers and/or the Dealership might be entitled under this Agreement or applicable law. No such assignment shall relieve the assignor of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns, and any reference to a party hereto shall also be construed to reference a permitted successor or assign. If the Sellers at any time after the tenth (10th) anniversary of the Closing request in writing that the name of the Dealership be changed so as to eliminate any reference to the name "Wooten", Parent agrees to

promptly comply with such request. It is further agreed that Parent shall not have the right to transfer the right to use the name "Wooten" in connection with the operation of the Dealership to any third party who may purchase the Dealership.

12.4 Survival of Representations and Warranties

The respective representations and warranties of Parent and Sub, the Sellers and the Dealership contained herein shall not be deemed waived or otherwise affected by any investigation made by any party hereto and shall survive the Closing. The respective representations and warranties of Parent and Sub, the Sellers and the Dealership contained herein shall survive the Closing for a period of 18 months, after which they shall terminate.

12.5 Entire Understanding

This Agreement contains the entire and only understanding and agreement of the parties and, by accepting same, the parties acknowledge that there is no other written or oral understanding or agreement between the parties with respect to the subject matter hereof and that this Agreement supersedes all prior negotiations, discussions, obligations and rights of the parties hereto, including the Stock Purchase Agreement, dated January 19, 1998, by and among Budget Car Sales, Inc., Warren Wooten Ford, Inc., Frank D. Wooten, David B. Wooten and Robert M. Poloskey. No waiver, modification, amendment or alteration of this Agreement shall be valid unless it is expressly in writing and signed by authorized representatives of the parties hereto. Each of the parties to this Agreement acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representations, waiver or warranty whatsoever, expressed or implied, which is not expressly contained in writing in this Agreement, and, each party further acknowledges that it has not executed this Agreement in reliance upon any collateral promise, representation, waiver or warranty, or in reliance upon any belief as to any fact not expressly recited in this Agreement.

12.6 Number and Gender

The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

12.7 Captions

The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified, all references to Articles, Sections and Subsections are references to Articles, Sections and Subsections of this Agreement and all references to Exhibits are references to Exhibits to this Agreement and/or the Dealership Disclosure Letter.

12.8 Controlling Law, Choice of Forum, Integration and Amendment

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties to this Agreement irrevocably consent to the jurisdiction and venue of the courts of the State of Florida and the United States District Court for the Central District of Florida with respect to any and all actions related to this Agreement or the enforcement of this Agreement and the parties to this Agreement hereby irrevocably waive any and all objections thereto. Notwithstanding the foregoing, all disputes arising between the parties with respect to whether and in what amount a party may be entitled to indemnification pursuant to the provisions of Section 9 of this Agreement or otherwise arising between the parties in connection with this Agreement shall be resolved by arbitration administered by the American Arbitration Association according to its rules or as otherwise mutually agreed upon in writing by the parties hereto. Judgment upon the award rendered in the arbitration process may be entered in any court having competent jurisdiction. Such arbitration proceedings shall be held in Orange County, Florida or a contiguous county and shall be held within thirty (30) days of written notice to the other party that a party hereto objects to its alleged indemnification obligation or makes some other claim in connection with this Agreement that implicates the other party. In the event of an objection to an alleged indemnification obligation, written notice of such an objection shall be delivered to the other party by the party with the alleged indemnification obligation within twenty (20) days of receipt by such party that an indemnifiable claim exists. This Agreement and the documents executed pursuant hereto supersede all negotiations, agreements and understandings among the parties with respect to the subject matter hereof and constitute the entire agreement among the parties hereto. This Agreement may not be amended, modified or supplemented except by a written agreement signed by the duly authorized representatives of the parties hereto.

12.9 Confidentiality

Except as necessary for the consummation of the transactions contemplated hereby, Parent shall keep, and shall cause its employees, agents and representatives to keep confidential any information which is obtained from the Dealership or Sellers in connection with the transactions contemplated hereby and which is not readily available to members of the general public and shall not use such information for any purpose other than in furtherance of the transactions contemplated hereby. In the event this Agreement is terminated and the purchase and sale contemplated hereby abandoned, Parent shall return to the Sellers or the Dealership, as the case may be, all books, records and other documents obtained from Sellers, together with all copies thereof.

12.10 Severability

Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

12.11 Time of the Essence

Time is of the essence of each and all of the terms and provisions of this Agreement and this provision shall apply fully and to the same extent as though specifically mentioned in each and all covenants, stipulations and provisions of this Agreement.

12.12 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts.

12.13 Fees and Expenses

Parent and Sub shall pay the fees, costs and expenses incurred by them in connection with this Agreement and the transactions contemplated hereby including, but not limited to, the fees, costs and expenses of its financial advisors, accountants and counsel. The Sellers or the Dealership shall pay the fees, costs

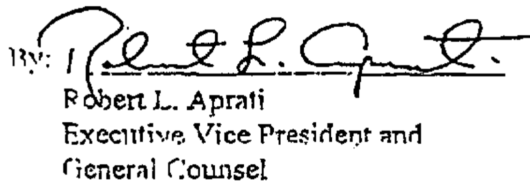
and expenses incurred by the Sellers and the Dealership in connection with this Agreement and the transactions contemplated hereby including, but not limited to, the fees, costs and expenses of its financial advisors, accountants and counsel.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date first set forth above.

PARENT

Budget Group, Inc.



By:
Robert L. Aprati
Executive Vice President and
General Counsel

DEALERSHIP

Warren Wooten Ford, Inc.

By: ______________________
Frank D. Wooten. President

SUB

Budget Acquisition Corporation

By: ______________________
Michael F. Katzin
President and Secretary

SELLERS

____
Frank D. Wooten as an individual

____
Frank D. Wooten as Trustee of the Frank Daniel Wooten 1992 Revocable Trust Agreement u/d/a 1/21/92

____
David B. Wooten as an individual

____
David B. Wooten as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust Agreement u/d/a 6/3/92

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date first set forth above.

PARENT

Budget Group, Inc.

By: ______________________________
Robert L. Aprati
Executive Vice President and
General Counsel

SUB

Budget Acquisition Corporation

By: ______________________________
Michael F. Katzin
President and Secretary

DEALERSHIP

Warren Wooten Ford, Inc.

By: ______________________________
Frank D. Wooten, President

SELLERS

____
Frank D. Wooten as an individual

____
Frank D. Wooten as Trustee of the Frank Daniel Wooten 1992 Revocable Trust Agreement u/d/a 1/21/92

____
David B. Wooten as an individual

____
David B. Wooten as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust Agreement u/d/a 6/3/92

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of April 30, 1998.

PARENT

Budget Group, Inc.

By: ____________________

DEALERSHIP

Warren Wooten Ford, Inc.

By: Frank Daniel Wooten, President
Frank Daniel Wooten, President

SUB

(Budget Acquisition Corp.)

By: ____________________

SELLERS

Frank D. Wooten
Frank D. Wooten as an individual

Frank D. Wooten, Trustee
Frank D. Wooten as Trustee of the Frank Daniel Wooten 1992 Revocable Trust Agreement u/a/d/ 1/21/92

David B. Wooten as an individual

David B. Wooten as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust Agreement u/a/d 6/3/92

Robert M. Poloskey as an individual

Exhibit 1.8
Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), is made and entered into this ____ day of ______, 1998, by and among BUDGET GROUP, INC., a Delaware corporation ("Budget"), FRANK D. WOOTEN, an individual resident of the State of Florida, as an individual and in his capacity as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92 ("Frank Wooten"), DAVID B. WOOTEN, an individual resident of the State of Florida, as an individual and in his capacity as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 ("David Wooten" and together with Frank Wooten, the "Identified Sellers"), and ROBERT M. POLOSKEY, an individual resident of the State of California ("Poloskey" and, collectively with the Identified Sellers, the "Sellers") and SUNTRUST BANK, ATLANTA, a Georgia banking corporation, as Escrow Agent (the "Escrow Agent"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the parties to this Agreement have entered into that certain Plan and Agreement of Merger (the "Merger Agreement"), dated May __, 1998, by and among Budget, Budget Acquisition Corporation, a Florida corporation ("Sub"), Warren Wooten Ford, Inc., a Florida corporation (the "Dealership"), and Sellers, pursuant to which Sub will merge with and into the Dealership on the terms and conditions provided in the Merger Agreement;

WHEREAS, to induce Budget to consummate the transactions contemplated by the Merger Agreement, Sellers desire to enter into this Agreement;

WHEREAS, Escrow Agent is willing to act as escrow agent hereunder; and

WHEREAS, at the Closing, the parties intend to place a portion of the Merger Shares into escrow;

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein and in the Merger Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. The Escrow Agent Appointment. Budget and Sellers hereby appoint and designate SunTrust Bank, Atlanta, as the Escrow Agent to receive, hold and distribute the shares of Class A Common Stock, par value $.01 per share, of Budget ("Budget Class A Common Stock") and cash constituting the Escrow Fund (as hereafter defined) in accordance with the terms of this Agreement. The Escrow Agent hereby accepts its appointment as the Escrow Agent and agrees to

hold, administer and disburse the Escrow Fund and any income, interest, dividends or other amounts received thereon in accordance with the terms hereof. The Escrow Agent shall have no obligations or responsibilities in connection with the Merger Agreement or any other agreement between any of the parties to the Merger Agreement, other than this Agreement.

Section 2. Establishment of Escrow Fund. Simultaneously with the execution hereof, Budget has delivered to Escrow Agent on behalf of each Seller the amount of cash and the number of shares of Budget Class A Common Stock set forth opposite such Seller's name on Exhibit A hereto, consisting, in the aggregate, of _______ shares of Budget Class A Common Stock (including any securities into which such shares are converted or any shares of Budget Class A Common Stock issued with respect thereto in a stock split or otherwise, the "Stock Portion of the Escrow Fund") and $______ (the "Cash Portion of the Escrow Fund") (collectively, the "Escrow Fund"). The Stock Portion of the Escrow Fund shall be represented by a stock certificate in the name of "SunTrust Bank, Atlanta, as Escrow Agent F/B/O Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92 and David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 under the Escrow Agreement, dated __________, 1998" and the Cash Portion of the Escrow Fund shall be deposited in Escrow for Robert M. Poloskey under the Escrow Agreement, dated ____________, 1998". Notwithstanding the foregoing, during the term of this Agreement, each Identified Seller shall retain all rights to vote the shares of Budget Class A Common Stock delivered on behalf of such Identified Seller to the Escrow Agent that are not transferred to Budget pursuant to the terms of this Agreement. The Escrow Agent does hereby acknowledge receipt of the Escrow Fund from Budget. All interest, dividends or other income so earned on the shares of Budget Class A Common Stock and cash in the Escrow Fund shall become a part of the Escrow Fund and be invested in the Federated Treasury Obligations Money Market Fund.

Section 3. Termination of Escrow Fund. The Escrow Fund provided for hereunder shall terminate upon the earlier to occur of the following:

(a) Upon the mutual written consent of Budget and Sellers; or

(b) Upon the disbursement of all of the Escrow Fund pursuant to Section 5 of this agreement.

Section 4. Claims Against the Escrow Fund. The Escrow Fund shall be held as a nonexclusive reserve against potential indemnifiable events pursuant to the provisions of Section 9.1 of the Merger Agreement or adjustments to the Closing Book Value following the Post-Closing Audit pursuant to Section 1.9.5 of the Merger Agreement. In the event that Budget shall claim a right to payment under the Merger Agreement, Budget shall send written notice setting forth such claim to the Escrow Agent and Sellers (a "Claim Notice"). Such notice shall be signed by an officer of Budget, and the Escrow Agent shall be entitled to rely on such notice as being duly authorized and executed by Budget. As promptly as possible after Budget has given such Claim Notice, Budget and Sellers shall establish the accuracy of such claim (by mutual agreement, litigation or otherwise) in accordance with the provisions of the Merger Agreement and, upon final determination of the

merits of such claim, shall notify the Escrow Agent (either by means of a certified copy of the judgment or a written instrument executed by Budget and Sellers) of the terms of such determination (including instruction for the amount of cash and number of shares of Budget Class A Common Stock to be distributed from the Escrow Fund) (the "Disbursement Notice"). Subject to Section 9 hereof, the Escrow Agent shall be entitled to rely on the directions set forth in the Disbursement Notice and shall not incur any liability for acting in accordance with such directions.

Section 5. Distribution of Escrow Fund. The Escrow Fund shall be distributed as follows:

(a) Upon receipt of a Disbursement Notice, the Escrow Agent shall thereupon transfer to Budget out of the Escrow Fund the amount of the Cash Portion of the Escrow Fund specified in the Disbursement Notice and a number of shares of Budget Class A Common Stock (the "Forfeited Shares") equal to (A) the amount of disbursement specified as owing to Budget out of the Stock Portion of the Escrow Fund pursuant to the Disbursement Notice and the documents attached thereto divided by (B) U.S. $_______, rounded to the nearest whole share. Budget will be entitled to cancel such Forfeited Shares upon its receipt thereof and, upon receipt of the Forfeited Shares, the aggregate amount of the disbursement specified in a Disbursement Notice shall be deemed to have been paid to Budget.

(b) Upon receipt of joint written instructions from the parties to this Agreement (which instructions shall specify the number of shares of Budget Class A Common Stock and the amount of cash to be disbursed), the Escrow Agent shall, subject to the distribution of the Escrow Fund pursuant to Section 5(a) and Section 19 of this Agreement and so long as (i) such amounts are not used prior to the following release dates to satisfy claims or losses of Budget and (ii) no claim has been made by Budget and not yet resolved prior to the following release dates which when resolved, could encroach on the sum to be released, deliver to (X) each of Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92 and David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 its Pro Rata Portion of the following: (a) the amount of the Stock Portion of the Escrow Fund, if any, as will reduce the remaining balance of the Stock Portion of the Escrow Fund to one-half (½) of the original dollar amount of the Stock Portion of the Escrow Fund plus the dollar amount of any losses set forth on any then unresolved Claim Notice, on the first business day following the first anniversary of the Closing Date and (b) the amount of the Stock Portion of the Escrow Fund, if any, as will reduce the remaining balance of the Stock Portion of the Escrow Fund to the dollar amount of any losses set forth on any then unresolved Claim Notice, on the first day following the eighteen month anniversary of the Closing Date and (Y) to Robert M. Poloskey (a) the amount of the Cash Portion of the Escrow Fund, if any, as will reduce the remaining balance of the Cash Portion of the Escrow Fund to one-half (½) of the original dollar amount of the Cash Portion of the Escrow Fund plus the dollar amount of any losses set forth on any then unresolved Claim Notice, on the first business day following the first anniversary of the Closing Date and (b) the amount of the Cash Portion of the Escrow Fund, if any, as will reduce the remaining balance of the Cash Portion of the Escrow Fund to the dollar amount of any losses set forth on any then unresolved Claim Notice, on the first day following the eighteen month anniversary of the Closing Date. Any amounts disbursed

from the Escrow Fund pursuant to Section 5(a) of this Agreement shall first be deducted from the amount due Sellers. The number of shares of Budget Class A Common Stock which equals a given dollar amount shall be determined by dividing (x) the dollar amount in question by (y) U.S. $_______ and rounding the quotient to the nearest whole share.

Section 6. Pro Rata Portion. For purposes of this Agreement, "Pro Rata Portion", with respect to any Identified Seller, shall mean such Identified Seller's pro rata portion of the Stock Portion of the Escrow Fund or any portion of the Stock Portion of the Escrow Fund based on the total number of shares of Budget Group Class A Common Stock issued to such Identified Seller at the Closing pursuant to the Merger Agreement. "Pro Rata Portion," with respect to Poloskey, shall mean the Cash Portion of the Escrow Fund or any portion of the Cash Portion of the Escrow Fund based on the total amount of cash paid to Poloskey at the Closing pursuant to the Merger Agreement.

Section 7. Covenants of the Escrow Agent. The Escrow Agent hereby agrees and covenants with Budget and Sellers as follows:

(a) The Escrow Agent agrees to perform all of its obligations under this Agreement and not to deliver custody or possession of any of the Escrow Fund to Budget or Sellers or any person except pursuant to the express terms of this Agreement.

(b) The Escrow Agent will send to Budget , within three (3) business days after receipt from Sellers, one copy of each written notice, if any, delivered to the Escrow Agent by Sellers. The Escrow Agent will send to Sellers, within three (3) business days after receipt from Budget, one copy of each written notice, if any, delivered to the Escrow Agent by Budget. Failure to send any notice required to be sent by the Escrow Agent hereunder in a timely manner shall not affect the Escrow Agent's obligation to perform its other duties under this Agreement.

Section 8. Resignation and Removal of the Escrow Agent. The Escrow Agent may resign at any time or be removed by the written mutual consent of Budget and Sellers upon notice to the Escrow Agent given at least thirty (30) days prior to the effective date of such resignation or removal; provided, however, that no resignation or removal of the Escrow Agent and no appointment of a successor Escrow Agent shall be effective until the acceptance of the resignation of or the removal of the Escrow Agent in the manner herein provided. In the event of the resignation or removal of the Escrow Agent, Budget and Sellers shall agree upon a successor Escrow Agent. Any successor Escrow Agent shall execute and deliver to the predecessor Escrow Agent, Budget and Sellers, an instrument accepting such appointment and the transfer of the Escrow Fund and agreeing to the terms of this Agreement, and thereupon such successor Escrow Agent shall, without further act, become vested with all the estates, properties, rights, power and duties of the predecessor Escrow Agent as if originally named herein. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within thirty (30) days after the giving of such notice of resignation, the resigning Escrow Agent may, at the joint expense of Budget and

Sellers, petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

Section 9. Liability of The Escrow Agent. In performing its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, the Escrow Agent shall have no liability or obligation to anyone for any damages, losses or expenses incurred as a result of the Escrow Agent's acting or failing to act with respect to this Agreement except for the Escrow Agent's willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Agreement, and the Escrow Agent shall not incur any liability under this agreement as a result of such reliance. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question of the construction of any of the provisions hereof or of its duties hereunder or seek the assistance of a court of competent jurisdiction, and shall incur no liability and shall be fully protected in acting in accordance with the opinion or instruction of such counsel or such court. Provided that the Escrow Agent shall be in compliance with its duties hereunder, Budget and Sellers hereby severally and jointly agree to indemnify and hold harmless the Escrow Agent, its officers, directors, employees and agents against any and all losses, claims, causes of action, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and expenses and disbursement, which may be imposed upon or incurred by the Escrow Agent or any such officer, director, employee or agent in connection with the Escrow Agent's acceptance of appointment as Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof of the Escrow Fund deposited hereunder; provided that such loses, claims, causes of action, damages, liabilities and expenses are not the result of willful misconduct or gross negligence by the Escrow Agent or its officers, directors, employees or agents. The parties to this Agreement agree that the indemnification afforded to the Escrow Agent pursuant to this Section 9 shall survive the termination of this Agreement.

Section 10. Notices. Any notice, request, instruction or other document to be given hereunder by any party hereto to any other party hereto shall be in writing and delivered personally or sent by registered or certified mail or by any express mail service, postage or fees prepaid, as follows:

(a) if to the Escrow Agent:

SunTrust Bank, Atlanta
Corporate Trust Department
58 Edgewood Avenue
Room 400 - Annex
Atlanta, Georgia 30303
Attn: Ronald C. Painter
Telephone No.: (404) 588-7191

(b) if to Budget: 4225 Naperville Road
Lisle, Illinois 60532-3662
Attn: General Counsel
Telephone No.: (630) 955-7571

with a copy to: King & Spalding
191 Peachtree Street
Atlanta, Georgia 30303-1763
Attn: C. William Baxley
Telephone No.: (404) 572-4600

(c) if to Sellers: Frank D. Wooten
c/o Albert D. Celio, Esq.
P.O. Box 939
Cocoa, FL 32923-0939

with copy to: Albert D. Celio, Esq.
976 Brevard Avenue, Suite A
Rockledge, FL 32955
Telephone No.: (407) 633-2355

or at such other address or number for a party as shall be specified by like notice. Any notice which is delivered personally or by telecopy transmission in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party or its agent. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, on the fourth business day after the day it is so placed in the mail or, if earlier, the time of actual receipt.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature page by telefax. The signature of any party to any counterpart may be appended to any other counterpart.

Section 12. The Escrow Agent 's Fee. The Escrow Agent 's fee for performing its duties hereunder shall be as set forth on Exhibit B to this Agreement, to be paid one-half by Budget and one-half by Sellers.

Section 13. Assignment. Neither Budget nor Sellers may assign its rights under this Agreement without the prior written consent of the other parties; such consent shall not be unreasonably withheld.

Section 14. Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns, and any reference to a party shall also be a reference to a permitted successor or assign of such party.

Section 15. Beneficiaries. This Agreement shall benefit the parties hereto and their successors and assigns expressly permitted hereunder, and this Agreement shall not be deemed to create any rights in favor of, or benefit in any way, any third party.

Section 16. Additional Actions and Documents. Each of the parties hereto agrees to take or cause to be taken such further actions to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Agreement.

Section 17. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

Section 18. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without reference to Georgia's choice of law rules. This Agreement may be modified or supplemented only by written agreement of the parties hereto. It is the intention of the parties to this Agreement that the situs of the Escrow Fund created by this Agreement be, and it be administered, in the state in which is located the principal office of the Escrow Agent from time to time acting under this Agreement.

Section 19. Disputes. The Escrow Agent is responsible only with respect to the Escrow Fund. If any dispute arises as to whether the Escrow Agent is obligated to deliver the Escrow Fund or as to whom the Escrow Fund is to be delivered or the amount thereof, the Escrow Agent shall not be required to make delivery of any disputed amount, but in such event the Escrow Agent may hold that portion of the Escrow Fund until receipt by the Escrow Agent of instructions in writing, signed by all parties which have, or claim to have, an interest in the Escrow Fund, directing the disposition of the Escrow Fund or in the absence of such authorization, the Escrow Agent may hold the disputed portion of the Escrow Fund until receipt of or a certified copy of a final judgment of a court of competent jurisdiction providing for the disposition of the Escrow Fund. In the event of such a dispute, the Escrow Agent shall not be liable to any party hereto for the failure to comply with conflicting demands regarding disbursements from the Escrow Fund. The Escrow Agent may require, as a condition to the disposition of the Escrow Fund pursuant to written instructions, indemnification and an opinion of counsel, in form and substance reasonably satisfactory to the Escrow Agent, from each party providing such instructions. If written instructions, indemnification and opinions are not received, or proceedings for such determination are not commenced, within forty-five (45) days after receipt by the Escrow Agent of notice of any such dispute and diligently continued, or if the Escrow Agent is uncertain as to which party or parties are entitled to the Escrow Fund, the Escrow Agent may either (i) hold that portion of the Escrow Fund in dispute until receipt of (x) such joint written instructions, indemnification and opinion of counsel, or (y) a certified copy of a final judgment of a

court of competent jurisdiction; or (z) the decision of an arbitrator providing for the disposition of the disputed Escrow Fund, or (ii) deposit the disputed portion of the Escrow Fund in the registry of a court of competent jurisdiction; provided, however, that notwithstanding the foregoing, the Escrow Agent may, but shall not be required to, institute legal proceedings of any kind.

Section 20. Other Agreements. The Escrow Agent is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of, any other agreement or undertaking among the undersigned or any of them, or between the undersigned or any of them and other persons, or any agreement or undertaking which may be evidenced by or disclosed by the Escrow Fund including but not limited to the Merger Agreement, it being the intention of the parties hereto that the Escrow Agent assent to and be obligated to give consideration only to the terms and provisions hereof.

Section 21. Modifications. This Agreement shall not be amended, modified or superseded unless in writing and executed by all parties hereto.

Section 22. Entire Agreement. This Escrow Agreement and the Exhibits referred to herein represent the entire agreement of the parties with respect to the subject matter hereof and supersede all correspondence, memoranda, conversations or other communications with respect thereto; provided, however, that the rights and remedies granted to Budget herein are nonexclusive of and shall not limit the rights and remedies granted to Budget pursuant to the Merger Agreement, including but not limited to rights and remedies granted to Budget for breaches of the Merger Agreement by Sellers.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be signed on the date first above written.

BUDGET GROUP, INC.

By:______________________________
Robert L. Aprati
Executive Vice President

____
Frank D. Wooten, as Trustee of the
Frank Daniel Wooten 1992 Revocable
Trust Agreement u/d/a 1/21/92

____
Frank D. Wooten, as an individual

____
David B. Wooten, as Co-Trustee of the
David Bradley Wooten 1992 Revocable
Trust Agreement u/d/a 6/3/92

____
David B. Wooten, as an individual

____
Robert M. Poloskey, as an individual

SUNTRUST BANK, ATLANTA

By:______________________________
Ronald C. Painter
Vice President

EXHIBIT A

Seller	Shares of Budget Class A Common Stock in Escrow Fund
Frank Daniel Wooten Frank Daniel Wooten as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92 David Bradley Wooten David Bradley Wooten and Betty D. Wooten as Co-Trustees of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 Robert M. Poloskey	N/A

Seller	Amount of Cash in Escrow Fund
Frank Daniel Wooten Frank Daniel Wooten as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92	N/A
David Bradley Wooten David Bradley Wooten and Betty D. Wooten as Co-Trustees of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 Robert M. Poloskey	N/A

EXHIBIT B

SCHEDULE OF FEES

Budget Group, Inc. &
Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92,
David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92,
and Robert M. Poloskey

Escrow Services

The annual fee of $2,500.00 for administering this Escrow Agreement is payable in advance at the time of closing and, if applicable, will be invoiced each year to the appropriate party(ies) on the anniversary date of the closing of the Escrow Agreement.

Out-of-pocket expenses such as, but not limited to, postage, courier, overnight mail, insurance, money wire transfer, long distance telephone charges, facsimile, stationery, travel, legal or accounting, etc., will be billed at cost.

These fees do not include extraordinary services which will be priced according to time and scope of duties. The fees for extraordinary services shall not exceed one hundred dollars ($100) unless prior written consent is received from Sellers. The fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including, without limitation, termination of the Escrow Agreement.

It is acknowledged that the schedule of fees shown above are acceptable for the services mutually agreed upon and the undersigned authorizes SunTrust Bank, Atlanta to perform said services.

Exhibit 7.2.1
Form of Opinion of Albert D. Celio, Esq.

May 1, 1998

Budget Group, Inc.
Budget Acquisition Corp.
4225 Naperville Road
Lisle, Illinois 60532-3662

Gentlemen:

This opinion letter is being delivered to Budget Group, Inc., a Delaware corporation ("Budget") and Budget Acquisition Corporation, a Florida corporation and wholly-owned subsidiary of Budget ("Sub"), pursuant to the Plan and Agreement of Merger, dated May 1, 1998 (the "Merger Agreement"), by and among Budget, Sub, Warren Wooten Ford, Inc., a Florida corporation (the "Company"), Frank D. Wooten, an individual resident of the State of Florida, as an individual and in his capacity as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92 (the "Frank Wooten Trust"), David B. Wooten an individual resident of the State of Florida, as an individual and in his capacity as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92 (the "David Wooten Trust") (the Frank Wooten Trust and the David Wooten Trust are hereafter referred to individually as a "Trust" and collectively as the "Trusts"), and Robert M. Poloskey, an individual resident of the State of California ("Poloskey") (the Frank Wooten Trust, the David Wooten Trust and Poloskey are hereafter referred to individually as a "Seller" and collectively as the "Sellers"). I am providing this opinion in my capacity as counsel to the Company and the Sellers in connection with the negotiation, execution and delivery of the Merger Agreement and the consummation of the transactions contemplated thereby. Capitalized terms used in this opinion letter and not defined in it have the respective meanings given to those terms in the Merger Agreement.

Based upon the foregoing, I am of the following opinion:

1. The Company is a validly existing corporation in good standing and entitled to conduct business under the corporation laws of the State of Florida and does not own or lease property in any other jurisdiction or conduct business of a nature that would require it to qualify to do business in any other jurisdiction.

2. Each of the Trusts is a duly formed and existing revocable trust under the laws of the State of Florida.

3. The Company has all requisite corporate power and authority to own or lease its properties and to engage in the business currently conducted by it.

4. The authorized capital stock of the Company is as set forth in Section 3.4 of the Merger Agreement and in Section 3.4 of the Dealership Disclosure Letter, and no options, warrants, subscriptions, calls or other rights, commitments, undertakings or understandings to acquire any shares or other capital stock or similar interests of the Company are authorized or outstanding, and no rights, obligations or undertakings convertible into shares, other capital stock, securities or other similar interests of any kind or class of the Company are authorized or outstanding.

5. All of the outstanding shares of common stock of the Company listed in Section 4.3 of the Dealership Disclosure Letter have been legally and validly issued and are fully paid and nonassessable (and without limiting the foregoing, none of such shares were issued in violation of any preemptive or dissenters' or other rights of shareholders of the Company) in accordance with any applicable constitution, statute, law, ordinance, regulation or judicial decision ("Applicable Law") and the Company's certificate of incorporation (as amended) and bylaws.

6. With respect to the Merger Agreement and the other agreements listed on Exhibit A hereto (the "Related Agreements"):

(a) each Trust has the power and authority to execute and deliver the Merger Agreement and each Related Agreement to which it is a party and to consummate the transactions contemplated thereby, and otherwise to comply with and perform under such agreements;

(b) the execution and delivery by each Trust of the Merger Agreement and each Related Agreement to which it is a party and the consummation by such Trust of the transactions contemplated thereby, and such Trust's other compliance with or performance under such agreements have been duly authorized by all necessary action on the part of such Trust or the trustee of such Trust in compliance with such Trust's [trust agreement] (as amended) and Applicable Law;

(c) the execution and delivery by each Seller of the Merger Agreement and the Related Agreements to which such Seller is a party and the consummation by such Seller of the transactions contemplated thereby, and such Seller's other compliance with or performance under such agreements will not (i) constitute a violation of, be in conflict with, constitute a default or require any payment under, or permit a termination of, (A) any contract, agreement, commitment, undertaking or understanding known to me to which such Seller is a party or to which such Seller or such Seller's properties or such Seller's shares of stock of the Dealership are subject or bound, or (B) any Applicable Law which in my experience would be applicable to transactions such as those contemplated

by the Merger Agreement; (ii) create, or cause the acceleration of the maturity of, any debt, obligation or liability of the Company;

(d) the Merger Agreement has been duly executed and delivered by each Seller and constitutes a valid and binding agreement of each Seller and is enforceable against each Seller in accordance with its terms; and

(e) each of the Related Agreements has been duly executed and delivered by each Seller which is a party thereto and constitutes a valid and binding agreement of such Seller and is enforceable against such Seller in accordance with its terms.

7. With respect to the Merger Agreement:

(a) the Company has the corporate power and authority to execute and deliver the Merger Agreement, and to consummate the transactions contemplated thereby, and otherwise to comply with and perform under the Merger Agreement;

(b) the execution and delivery by the Company of the Merger Agreement and the consummation by the Company of the transactions contemplated thereby, and the Company's other compliance with or performance under the Merger Agreement have been duly authorized by all necessary corporate action on the part of the Company in compliance with its certificate of incorporation (as amended), bylaws and Applicable Law;

(c) the execution and delivery by the Company of the Merger Agreement and the consummation by the Company of the transactions contemplated thereby, and its other compliance with or performance thereunder, it will not (i) constitute a violation of, be in conflict with, constitute a default or require any payment under, permit a termination of, or result in the creation or imposition of any Lien upon the Company or any of its assets under (A) any term or provision of the certificate of incorporation (as amended) or bylaws of the Company, (B) any contract, agreement, commitment or understanding known to me to which it is a party or to which it or its properties is subject or bound, or (C) any Applicable Law which in my experience would be applicable to transactions such as those contemplated by the Merger Agreement; or (ii) create or cause acceleration of the maturity of any debt, obligation or liability of the Company known to me; and

(d) the Merger Agreement has been duly executed and delivered by the Company and constitutes a valid and binding agreement of the Company and is enforceable against it in accordance with its terms.

8. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other person on the part of any Seller or the Company is required in connection with the execution or delivery by each of them of the Merger Agreement or the execution and delivery by each Seller of the Related Agreements to which such Seller is a party, consummation by each of them of the transactions contemplated thereby, or other compliance by each of them with, or performance under such agreements.

9. To my knowledge after due inquiry and investigation, no action or proceeding against any Seller or the Company has been instituted or threatened before any governmental authority to restrain or prohibit any of the transactions contemplated by the Merger Agreement.

Very truly yours,

Albert D. Celio

<u>Exhibit 7.2.7</u>
Form of Non-Competition Agreement

NON-COMPETITION AGREEMENT

This Non-Competition Agreement (this "Agreement") is made this _____ day of _____, 1998 by and between Frank Daniel Wooten, an individual resident of the State of Florida ("Seller"), Warren Wooten Ford, Inc., a Florida corporation (the "Dealership"), and Budget Group, Inc., a Delaware corporation ("Budget").

RECITALS

Whereas, pursuant to that certain Plan and Agreement of Merger, dated _______, 1998, by and among Budget, Budget Acquisition Corporation, a Florida company ("Sub"), the Dealership, Frank D. Wooten, as an individual and in his capacity as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92, David B. Wooten, an individual resident of the State of Florida, as an individual and in his capacity as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92, and Robert M. Poloskey, an individual resident of the State of California, Sub will merge with and into Dealership and Dealership will become a wholly owned subsidiary of Budget.

Whereas, after the consummation of the transactions contemplated in the Merger Agreement, Budget and Dealership intend to continue the motor vehicle sales, leasing and service business of the Dealership including but not limited to those activities conducted pursuant to the terms of that certain franchise agreement currently in effect between Ford Motor Company and the Dealership (the "Dealership Business");

Whereas, Seller acknowledges that it is essential that this Agreement be entered into to protect adequately the interests of Budget and Dealership in the Dealership Business being acquired by Budget as a result of the consummation of the transactions contemplated by the Merger Agreement;

Whereas, to induce Budget to consummate the transactions contemplated by the Merger Agreement, Seller desires to enter into this Agreement; and

Whereas, the execution and delivery of this Agreement is a condition to the closing under the Merger Agreement;

Now, Therefore, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

The following capitalized terms used in this Agreement shall have the following meanings:

"Contract Year" shall mean each consecutive twelve (12) month period beginning the effective date hereof so long as this Agreement may remain in force and effect.

"Dealership Activities" shall mean all activities of the type currently conducted, offered or provided by the Dealership in connection with or related to the Dealership Business, which include, without limitation, the sale, leasing and servicing of Motor Vehicles.

"Confidential Information" shall mean any information concerning the Dealership or its business, affairs, results of operations or financial condition, other than Trade Secrets, which is not generally known to competitors of the Dealership.

"Motor Vehicle" shall mean any type of self propelled land transport vehicle including but not limited to passenger cars, trucks, vans, busses and sport utility vehicles.

"Noncompete Period" or "Nonsolicitation Period" shall mean the period beginning on the date of this Agreement and ending at the end of the Fifth (5th) Contract Year.

"Related Party" shall mean Seller, Seller's spouse and any company, firm, corporation, entity or organization in which Seller or Seller's spouse has a direct or indirect financial interest.

"Territory" shall mean the areas where the Dealership or any of its subsidiaries conducts its Dealership Business as of the date hereof which shall include the counties in the State of Florida set forth on the schedule which is attached hereto and incorporated herein as Exhibit A.

"Trade Secrets" shall mean information, including but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, dial plans, product plans, lists of actual or potential customers or suppliers, or other information similar to any of the foregoing, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use. For purposes of this Agreement, the term "Trade Secrets" shall not include information that Seller can show by competent proof became generally known to the public after disclosure by Budget through no act or omission of any Related Party.

2. COMPENSATION

Concurrently with the execution and delivery of this Agreement, in consideration of Seller's performance of his obligations hereunder, Budget has paid to the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92 its share of the Merger Consideration pursuant to the Merger Agreement.

3. NON-COMPETITION; CONFIDENTIAL INFORMATION; TRADE SECRETS

3.1 COVERAGE

Seller acknowledges that the Dealership currently conducts and that Budget and Dealership, upon closing of the Merger Agreement, will conduct Dealership Activities throughout the Territory. Seller acknowledges that to protect adequately the interest of Budget and Dealership in the Dealership Business it is essential that any noncompete covenant with respect thereto cover all Dealership Activities and the entire Territory.

3.2 COVENANT NOT TO COMPETE

Seller hereby agrees that, during the Noncompete Period, no Related Party shall, directly or indirectly by assisting others, conduct Dealership Activities in the Territory or have any equity or profit interest in, make any loan to or for the benefit of, or guarantee any obligation of or with respect to, or render any services to, any business conducting operations in the Territory that are competitive with the Dealership Activities.

3.3 NONSOLICITATION

Seller hereby agrees that, during the Nonsolicitation Period, no Related Party shall in any manner (other than as an employee of or a consultant to Budget or Dealership), directly or indirectly by assisting others:

1. solicit or attempt to solicit, any business from any customer of the Dealership or Budget that is a customer of the Dealership or Budget at any time during the term of this Agreement, including actively sought prospective customers, for purposes of providing products or services of a type similar to those offered by the Dealership Business to such customer in the Territory; or

2. employ, or attempt to employ, on his, her or its own behalf or on behalf of any other person, firm or corporation, any person who is employed during the Noncompete Period by Budget or Dealership or who has not thereafter ceased to be employed by Budget or Dealership, as applicable, for a period of at least one year.

3.4 CONFIDENTIAL INFORMATION

Seller hereby agrees, during the Noncompete Period, that:

1. no Related Party shall, directly or indirectly by assisting others, own, manage, operate, join control or participate in the ownership, management, operation or control of any Motor Vehicle sales, leasing or service business conducted under any corporate or trade name related to Warren Wooten Ford, Inc. or Wooten Ford or name similar thereto without the prior written consent of Budget and Dealership; and

2. each Related Party shall hold in confidence all Confidential Information and will not disclose, publish or make use of Confidential Information without the prior written consent of Budget and Dealership.

3.5 TRADE SECRETS

Each related Party shall hold in confidence indefinitely any Trade Secrets of Budget and/or the Dealership and shall not disclose, publish or make use of same without the prior consent of Budget, unless such information is already in the public domain.

3.6 SEVERABILITY

If a judicial determination is made that any of the provisions of this Agreement constitute an unreasonable or otherwise unenforceable restriction against Seller or any other Related Party, the provisions of this Agreement shall be rendered void only to the extent that such judicial determination finds such provisions to be unreasonable or otherwise unenforceable. In this regard, Seller, Budget and Dealership hereby agree that any judicial authority construing this Agreement shall be empowered to sever any position of the Territory, any prohibited business activity or any time period from the coverage of this Article 3 and to apply the provisions of this Article 3 to the remaining portion of the Territory, the remaining business activities and the remaining time period not so severed by such judicial authority. The time period during which the prohibitions set forth in this Article 3 shall apply shall be tolled and suspended for a period equal to the aggregate quantity of time during which Seller or any Related party violates such prohibitions in any respect.

3.7 INJUNCTIVE RELIEF

Seller hereby agrees that any remedy at law for any actual or threatened breach of the provisions contained in this Article 3 shall be inadequate and that Budget and Dealership shall be entitled to injunctive relief pursuant to Florida Statute Section 688.003(1) and Florida Statute Section 542.335(J), in addition to any other remedy Budget and Dealership might have under this Agreement.

3.8 WAIVER

Seller hereby waives and shall not be entitled to raise as a defense either that (1) the period of time or the geographical area within which Seller is prohibited from competition is unfair, unnecessary or unreasonable, or (2) that the provisions of this Article 3 constitute an unlawful restraint of trade.

4. ASSIGNMENT

Budget may assign its rights under this Agreement, without Seller's consent, to any corporation which controls, is controlled by or is under common control with Budget or to any corporation resulting from the merger or consolidation with Budget, or to any person or entity which acquires

all the assets of Budget as a going concern, provided that said assignee assumes, in full, the obligations of Budget under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to allow Budget to assign its rights to use the name "Warren Wooten" or "Warren Wooten Ford" or any name similar thereto to any entity that is not controlled by or under common control with Budget without the prior written consent of Seller.

5. GENERAL PROVISIONS

5.1 TIME OF ESSENCE

Time is of the essence of each and all of the terms and provisions of this Agreement and this provision shall apply fully and to the same extent as though specifically mentioned in each and all covenants, stipulations and provisions of this Agreement.

5.2 CAPTIONS

The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise, specified, all references to Articles, Sections or Paragraphs are references to Articles, Sections or Paragraphs of this Agreement and all references to Exhibits are references to Exhibits to this Agreement.

5.3 ENTIRE AGREEMENT

This Agreement supersedes all negotiations, agreements and understandings among the parties with respect to the subject matter hereof and constitutes the entire agreement among the parties hereto and no agreements or representations relating to the mattes set forth herein, unless incorporated into this Agreement shall be binding on the parties.

5.4 AMENDMENTS

This Agreement may be amended or modified only by a written instrument signed by the parties hereto or their duly authorized representatives.

5.5 NOTICES

All notices, communication and deliveries hereunder shall be made in writing signed by the party making the same and shall be deemed given or made (a) on the date delivered if delivered in person, (b) on the date after deliver to a reputable overnight courier, fees prepaid or (c) on the third (3rd) business day after it is mailed if mailed by registered or certified mail, return receipt requested with postage and other fees prepaid, if addressed or transmitted as follows:

if to Budget or Dealership:	Budget Car Sales, Inc. Attn: General Counsel Dealership Support Center Woodland Corporate Center Once 7602 Woodland Drive, Suite 150 Indianapolis, IN 46278-2706 Fax No. (317) 334 7430
with a copy to:	4225 Naperville Road Lisle, Illinois 60532-3662 Attn: General Counsel Telefax No.: (630) 955-7810 Telephone No.: (630) 955-7571
if to Sellers:	Frank D. Wooten c/o Albert D. Celio, Esq. P.O. Box 939 Cocoa, FL 32923-0939
with copy to:	Albert D. Celio, Esq. 976 Brevard Avenue, Suite A Rockledge, FL 32955 Fax No. (407) 633 2356

5.6 NO WAIVER

No waiver by Budget or Dealership of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Seller of the same or any other provision. Budget's or Dealership's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by Seller.

5.7 CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or equity.

5.8 BINDING EFFECT, CHOICE OF LAW

This Agreement shall bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Florida.

5.9 ATTORNEYS' FEES

If either party brings an action to enforce the terms of this Agreement or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court.

5.10 CORPORATE AUTHORITY

Each individual executing this Agreement on behalf of Budget represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Budget.

5.11 NUMBER AND GENDER

Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other gender.

5.12 PREAMBLES

The preamble recitals are incorporated in and made a part of this Agreement

5.13 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall be necessary in mailing proof of this Agreement or the terms hereof to produce each of the signed counterparts.

5.14 RECITALS

The Recitals set forth above are expressly incorporated into and made a part of this Agreement.

5.15 ACKNOWLEDGMENT

Seller acknowledges that he has carefully read and understands the contents of this Agreement, that he has had the opportunity to obtain the advice of counsel and that he intends to comply herewith and by legally bound hereby.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

BUDGET GROUP, INC.

By:______________________
Name:____________________
Title:_____________________

WARREN WOOTEN FORD, INC.

By:______________________
Name:____________________
Title:_____________________

____
FRANK DANIEL WOOTEN

Exhibit A

The restricted territory shall be comprised of Brevard County and the contiguous Florida counties of Orange, Indian River, Osceola and St. John's.

Exhibit 7.3.6

Form of Opinion of Robert L. Aprati, Esq.

May __, 1998

Frank D. Wooten
Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92
David B. Wooten
David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92
Robert M. Poloskey
c/o Albert D. Celio, Esq.
P.O. Box 939
Cocoa, Florida 32923-0939

Gentlemen:

I am Executive Vice President, General Counsel and Secretary of Budget Group, Inc., a Delaware corporation ("Budget") and have acted as counsel to Budget and Budget Acquisition Corporation, a Florida corporation and wholly-owned subsidiary of Budget ("Sub"), in connection with the matters contemplated in that certain Plan and Agreement of Merger, dated May __, 1998 (the "Merger Agreement"), by and among Budget, Sub, Warren Wooten Ford, Inc., a Florida corporation, Frank D. Wooten, an individual resident of the State of Florida, as an individual and in his capacity as Trustee of the Frank Daniel Wooten 1992 Revocable Trust u/d/a 1/21/92, David B. Wooten, an individual resident of the State of Florida, as an individual and in his capacity as Co-Trustee of the David Bradley Wooten 1992 Revocable Trust u/d/a 6/3/92, and Robert M. Poloskey, an individual resident of the State of California. Capitalized terms used in this opinion and not otherwise defined in this opinion shall have the meanings ascribed to such terms in the Merger Agreement.

In so acting, I have examined and relied upon the accuracy of original, certified, conformed or photographic copies of the Merger Agreement and such records, other agreements, certificates and other documents as I have deemed necessary or appropriate to enable me to render the opinions set forth below. In all such examinations, I have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to me as certified, conformed or photographic copies and, as to certificates of public officials, I have assumed the same to have been properly given and to be accurate. I also have relied, as to various matters of fact relating to the opinions set forth below, on certificates of public officials.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth below, I am of the opinion that:

(i) Each of Budget and Sub is a corporation incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(ii) Each of Budget and Sub has full corporate power and authority to execute and deliver the Merger Agreement and to perform its obligations under the Merger Agreement and to consummate the transactions contemplated by the Merger Agreement. The execution and delivery of the Merger Agreement by each of Budget and Sub, the performance by each of Budget and Sub of its obligations under the Merger Agreement and the consummation of the transactions provided for in the Merger Agreement have been duly and validly authorized by all necessary corporate action on the part of each of Budget and Sub.

(iii) Budget has full corporate power and authority to execute and deliver each agreement listed on Schedule A hereto (together the "Related Agreements") and to perform its obligations under the Related Agreements and to consummate the transactions contemplated by the Related Agreements. The execution and delivery of the Related Agreements by Budget, the performance by Budget of its obligations under the Related Agreements and the consummation of the transactions provided for in the Related Agreements have been duly and validly authorized by all necessary corporate action on the part of Budget.

Very truly yours,

Robert L. Aprati
Executive Vice President,
General Counsel and Secretary
Budget Group, Inc.

WARREN WOOTEN FORD, INC.

ACTION OF THE BOARD OF DIRECTORS TAKEN BY UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING

Pursuant to Section 607.0821 of the Florida Business Coordination Act, the undersigned, being all of the directors of Warren Wooten Ford, Inc., a Florida corporation (the "Company"), do hereby unanimously consent to and adopt the following resolutions as the actions of the Board of Directors of the Company in lieu of a meeting and hereby direct that this written consent to such actions be filed with the minutes of the proceedings of the Board of Directors of the Company, effective as of the 2nd day of June, 1998;

WHEREAS, the Board of Directors has determined that it is in the best interests of the Company and its stockholder to appoint the executive officers of the Company;

NOW THEREFORE, BE IT RESOLVED, that the following persons are hereby elected to the offices of the Corporation set forth opposite their respective names to serve as such officers pursuant to the Bylaws:

Jeffrey D. Congdon	Chief Executive Officer
Laura Baxley	President
Michael Katzin	Secretary
Don Norwalk	Treasurer and Assistant Secretary

Approval of Actions

FURTHER RESOLVED, that all actions taken by the officers and directors of the Company, or any of them, in connection with the foregoing resolutions through the date hereof, be and they hereby are, ratified and approved; and

FURTHER RESOLVED, that the proper officers and directors of the Company be, and they hereby are, authorized to execute and deliver any and all instruments, certificates, documents and agreements and to take any and all actions as may be necessary or in their opinion desirable to carry into effect the intent and purpose of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Company, have executed this consent as of the date first set forth above.

Jeffrey D. Congdon

Michael Katzin

Don Norwalk