

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT ("Amendment") is made as of the 26 day of March, 2009, by and among T. THOMAS CHEVROLET, INC., a Florida corporation, MRH OF LAKE LAND, INC., a Florida corporation (herein collectively called "Seller"), MICHAEL R. HOLLEY ("Shareholder" and together with the Seller referred to collectively as the "Selling Parties"), and LAKE LAND CHEVROLET, LLC, a Florida limited liability company, or its assigns (herein called "Buyer").

RECITALS

WHEREAS, the Selling Parties and Buyer executed that certain Asset Purchase Agreement dated January 15, 2009 (the "Agreement"), whereby Buyer agreed to purchase certain assets of the Seller used in connection with the operation of an automobile dealership which sells products of the Chevrolet division of General Motors Corporation and Kia Motors of America located at 1025 US Highway 98 South, Lakeland, Florida; and

WHEREAS, Buyer and the Selling Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and are expressly incorporated herein by reference.
2. Section (E) of Schedule 1 to the Agreement is hereby Amended to read as follows:

(E) New Vehicles. Except as provided herein, Seller shall sell and Buyer shall buy such of Seller's new and unused, undamaged, unregistered 2008 (pursuant to the lottery selection process *infra*) and later Chevrolet and 2009 and later, Kia vehicles with less than 200 miles, as are in possession of Seller on the Closing Date, at the several prices at which the same were invoiced to Seller by Chevrolet or Kia, except that: (i) no full fuel tank allowance, (ii) no advertising allowances or charges of any nature (iii) less carryover model rebates, (iv) less dealer rebates, or (v) less holdbacks or incentives of any nature (including, but not limited to floor plan incentives), paid or payable with respect of such vehicles are to be included in these prices (the items referred to in (i)-(v) above being referred to collectively as the "Holdbacks") and (vi) thirty-five cents (\$0.35) per mile for each mile in excess of 200 miles. Buyer shall have no obligation to purchase more than fifteen (15) 2008 model year new vehicles under this Section E; provided, however, that no more than one (1) of the 2008 model year new vehicles to be purchased shall be a Chevrolet Corvette, if any are in Seller's inventory at the Closing; provided further that if Seller has more than fifteen (15) 2008 model year new vehicles in inventory at the Closing the 2008 model year

Handwritten signatures and initials at the bottom right of the page. There are two distinct marks: one that looks like a stylized 'A' or 'M' and another that is a circled letter 'D'.

new vehicles to be purchased shall be selected by a random, unweighted lottery whereby the parties shall place identical strips of paper, each describing one (1) of the 2008 model year new vehicles in inventory at the Closing, into a bowl and fifteen (15) strips shall be drawn at random to determine the fifteen (15) 2008 model year new vehicles to be purchased by Buyer. If more than one (1) 2008 model year Chevrolet Corvette is in Seller's inventory at the Closing the Buyer shall not purchase more than one Chevrolet Corvette and a selection of a second Chevrolet Corvette during the lottery shall be disregarded and the lottery shall continue for the remaining vehicles, if any.

If, subsequent to the Closing Date, any new vehicles shall be consigned or delivered to Seller by Chevrolet and Kia, Seller shall assign all its right, title and interest in such new vehicles to Buyer and Buyer shall pay to Seller the prices as provided above except that 100% of finance costs and allowances shall be deducted. Further, these prices shall be reduced by the amount of the service (P&C) allowance on vehicles which have not been serviced by the Seller as of the Closing Date, full fuel tank allowances, advertising allowances or charges of any nature, Holdbacks, finance costs and allowances of any nature, and any other applicable rebates or incentive of any type. Seller agrees to provide Buyer with power of attorney to transfer manufacturer certificates of origin for vehicles purchased from Seller. It is further agreed that prices referred to in this section shall be increased to cover the Seller's actual cost for accessories installed on those units which have had additional accessories installed, which are accepted by Buyer. These prices shall also be decreased by the amount of factory cost of removed accessories with regard to accessories, which have been removed from the vehicles sold hereunder. Buyer shall have no obligation to purchase any vehicle upon which additional installed accessories or conversion packages and accessories, and equipment has invalidated the new vehicle warranty, or for which the warranty has been invalidated for any other reason.

It is further agreed that in the event any new vehicles referred to in this section shall have been damaged prior to the Closing Date, the Seller shall have repaired such vehicle in accordance to the normal course of business, or in the event any such vehicles have not been repaired, Seller and Buyer shall agree on the cost to cover such repairs, which cost shall be deducted from the prices referred to herein. In the event Seller and Buyer cannot agree on the cost of repairs, Buyer shall have no obligation to purchase any such vehicle or vehicles. It is specifically provided that Buyer shall not be required to purchase any vehicle which has over 500 miles, which has been previously RDR'd, or which has sustained damage which would require disclosure pursuant to Florida law. Seller agrees to disclose all prior damage or repairs to new vehicles to be purchased by Buyer. Any new vehicle which has sustained damage and not been repaired to the satisfaction of the Buyer shall be excluded from the definition of new vehicles and dealt with in the same manner as the used vehicles as described in Section G of this Schedule 1.

Buyer shall have no obligation to purchase any vehicle upon which the

Handwritten signatures and initials. On the left, there are several vertical, parallel lines resembling a signature. To the right, there is a circular stamp or signature containing a stylized letter 'D'.

new vehicle warranty has been invalidated for any reason. Further, Buyer shall have the obligation to purchase vehicles which were dealer trades at a price not to exceed manufacturer's invoice price, less the amount of dealer holdback and any and all incentive and allowances of any nature on any of the dealer trade vehicles.

Schedule 1-3 attached hereto is a list of all new and unused 2008 and later years Chevrolet and Kia vehicles in Seller's possession on the date designated thereon with the cost to Seller of each, and the name of the finance company, bank or other financial institution, if any, with which each of these units listed is "floor planned" on the date designated thereon. Seller agrees that hereafter no additions shall be made to such vehicle inventories except in the normal course of business, which will include but not limited to Chevrolet and Kia vehicles which are on order with Chevrolet Division and/or consented and committed to for production and delivery for a period up to 90 days from the Closing Date. Seller will co-operate with Buyer in the ordering of vehicles, after the date of this Agreement, to be delivered after the Closing Date. Further, Seller agrees to keep its usual and adequate records of any such additions which shall be made available to the Buyer for review and verification."

3. Section (G) of Schedule 1 to the Agreement is hereby Amended to read as follows:

"(G) Used and Company Owned Vehicles and Defined Kia vehicles. Buyer, at its election, may purchase all, any or none of Seller's used, rental, service, and company owned vehicle inventory on the Closing Date, at such price for each vehicle or vehicles selected by Buyer as shall be determined by negotiation between a representative of Buyer and a representative of Seller prior to the Closing Date (such used and company owned vehicles as are purchased are "Used Vehicles"). All used vehicles not selected by Buyer, and all used vehicles as to which no agreement as to price has been reached or for which Seller does not have titles, shall be removed from the Dealership Facility by Seller within thirty (30) days after the Closing Date. 2008 and earlier model new and unused Kia vehicles as such are defined in Section E above as a new vehicle except for model year, shall be purchased at NADA Left Book Value. Except for Chevrolet Corvettes, 2008 model new and unused Chevrolet vehicles as such are defined in Section E above as a new vehicle except for model year, which exceed the lottery selection process of Section (E), shall be purchased at NADA Clean Value." The parties agree that with respect to certain used vehicle inventory which is presently subject to third party liens from persons other than Seller's floorplan lender ("Third Party Liened Vehicle Inventory"), the parties will negotiate in good faith to determine an actual cash value based on recent Manheim Auction index (Southeast region) average price column ("ACV") for each such vehicle, and that the Buyer shall purchase the Third Party Liened Vehicle Inventory from Seller at the ACV mutually agreed upon by the parties.

4. The following shall replace the existing Section (B)(4) of Paragraph 9 of the Agreement to read as follows:

Handwritten signatures and initials in black ink, including a large stylized signature and a circular mark containing a letter 'A'.

(B)(4) Tax and Lien Clearance. Buyer may also reduce the purchase price by an amount sufficient to discharge Seller's future obligations pursuant to any "we owes", as well as any Seller in-house programs, including, but not limited to, free oil change programs and free tire programs and sales taxes. Seller shall provide Buyer proof of payment of all taxes, secured creditor accounts and the discharge of all liens or make adequate provision for the payment thereof in a manner reasonably satisfactory to Buyer. To the extent that any such taxes or secured creditor accounts are not paid in full, such amounts shall be paid as permitted in accordance with the Sale Order. In no circumstance shall this section be construed to require Buyer to accept the Assets subject to any lien, charge or encumbrance of any nature and the Sale Order shall so provide.

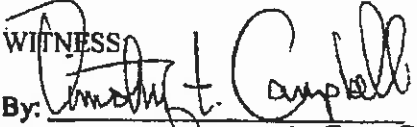
5. All capitalized terms used herein but not defined shall have the meaning ascribed to them in the Agreement. This Amendment may be executed in any number of counterparts, each of which when taken together as a whole, shall constitute one original document.

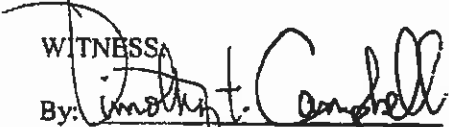
6. Except as expressly modified herein, all terms and conditions of the Agreement shall remain unmodified and in full force and effect.

(SIGNATURE BLOCK ON FOLLOWING PAGE)

Handwritten signature and initials. The signature is a stylized, cursive scribble. To its right are the initials 'A' enclosed in a circle.

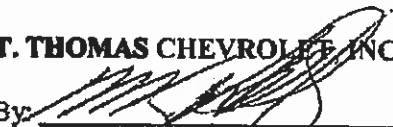
IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the day and year first above written.


WITNESS
By: 
Print Name: Timothy E. Campbell

WITNESS
By: 
Print Name: Timothy E. Campbell

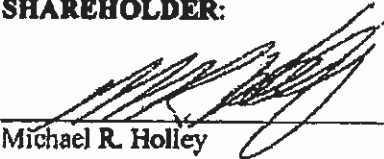
SELLER:

T. THOMAS CHEVROLET INC.

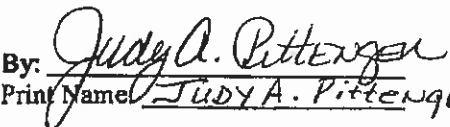
By: 
Name: MICHAEL R. HOLLEY
Its: PRESIDENT
Date: 3/9/09

MRH OF LAKELAND INC.
By: 
Name: MICHAEL R. HOLLEY
Its: PRESIDENT
Date: 3/9/09


SHAREHOLDER:


Michael R. Holley

WITNESS:

By: 
Print Name: JUDY A. PITTENGER

LAKELAND CHEVROLET, LLC

By: 
Name: Leonard P. Nardolish
Its: Member
Date: 3/26/09