

between, and the collaborative efforts of, sophisticated businessmen. Consequently, this Agreement shall be interpreted in an absolutely neutral fashion, with no regard to the identity of the "drafter" of this Agreement.

Section 26. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

DATED effective the date first above written.

SELLER:

SMART CARS, INC.,
d/b/a **SALT LAKE MITSUBISHI,**
a Utah corporation

By 

Matthew P. Malouf, President

BUYER:

SALT LAKE AUTO CENTER, L.L.C.

By: 

Gerald A. Zmyslo, Jr., Manager

LIST OF ATTACHED SCHEDULES AND EXHIBITS

Schedule 1(a)	New parts
Schedule 1(b)	FF&E
Schedule 1(c)	Used vehicles
Schedule 1(d)	New vehicles
Schedule 1(e)	Assumed Contracts
Schedule 1(f)	Office Supplies, Etc.
Schedule 1(g)	Work in Progress
Schedule 1(i)	Shop Supplies
Schedule 1(k)	Additional Seller-Retained Assets