

**ASSIGNMENT AND ASSUMPTION OF
LEASE AGREEMENT**

This Assignment and Assumption of Lease ("Assignment") is made and entered into this 22nd day of September, 2015, by and between Crown Automotive, Inc., a California corporation ("Crown" or "Assignor"), and Lithia Real Estate, Inc., an Oregon Corporation ("Assignee").

RECITALS

A. Assignor is the Lessee under that certain lease between the County of Contra Costa, a political subdivision of the State of California, ("Lessor") and Assignor dated September 15, 1999 (the "Lease"), with respect to that certain tract of real property and improvements commonly known as 4901 Marsh Drive, Concord, California (the "Premises"). A copy of the Lease is attached hereto as Exhibit I.

B. Crown has entered into an Asset Purchase Agreement with Lithia Motors, Inc. ("Lithia"), an affiliate of Assignee (the "Acquisition Agreement") wherein Crown agreed to sell to Lithia all of the assets necessary to operate Crown's Chrysler Jeep Dodge Ram Fiat dealership in Concord, California;

C. As a condition to closing the Acquisition Agreement, Assignor is to assign to Assignee and Assignee is to assume all of Assignor's right, title and interest in the Lease on the same terms and conditions as set forth in the Lease.

D. Upon the date of closing of the transaction contemplated by the Acquisition Agreement (the "Closing Date"), Assignor wishes to assigns the Lease to Assignee on the terms set forth in this Assignment.

NOW THEREFORE, Assignor and Assignee agree as follows:

A G R E E M E N T

1. Assignor hereby sells, transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest as Lessee in and to the Lease, including without limitation all options to extend the Lease, effective as of the Closing Date. Assignor shall indemnify, defend and hold harmless Assignee from and against any and all claims with respect to Assignor's use of the Premises and its obligations as Lessee under the Lease arising prior to the Closing Date.

2. Assignee hereby assumes, effective as of, and from and after the Closing Date, all of Assignor's obligations as Lessee under the Lease and shall indemnify, defend and hold harmless Assignor from and against any and all claims, arising with respect to the Premises to the extent arising from and after the Closing Date.

3. Lessor has consented to this Assignment pursuant to the terms of that certain Lessor Consent attached to this Assignment as Exhibit II and incorporated by this reference.

4. Assignor hereby represents and warrants to Assignee that the Lease represents the entire agreement between Assignor and Lessor and there are no other binding agreements between them, written or unwritten, relating to Assignor's leasing of the Premises; and, as of the date of this Assignment, (a) Assignor has accepted and occupies the Premises; (b) Assignor has not previously transferred (as that term is defined in the Lease) any interest in the Lease or the Premises; (c) the Lease is in full force and effect, and to Assignor's knowledge, without investigation, (i) Lessor is not in default or violations of the Lease and (ii) no condition exists or event has occurred which, with notice or the passage of time or both, would constitute an event of default or violation by Lessor under the Lease; (d)

all of Assignor's financial obligations accruing under the terms of the Lease, including rent (as defined in the Lease), or obligations and claims arising out of the use or occupancy of the Premises to the Lessor or any other person, entity or governmental agency through the date of this Assignment have been paid in full as and when due; and (e) there has been no condemnation of the Premises within the contemplation the terms of the Lease. The representations and warranties of Assignor shall be true as of and shall survive the Closing Date.

5. The term "claims," as used anywhere in this Assignment, means and includes, but is not limited to: all claims, losses, liabilities, damages, liens, causes of action, costs, expenses (including, without limitation, attorneys' fees), demands or other rights of recovery or entitlement of any kind, whether known or unknown, anticipated or unanticipated, past or present, contingent or fixed.

6. It shall constitute a default hereunder if, from and after the date of this Assignment, Assignee fails to keep, observe or perform any of its obligations to be kept, observed or performed under the Lease, within the applicable time periods as provided in the Lease. If Assignee fails to cure such default within the applicable time period, then Assignor may elect, in addition to any and all other rights and remedies available to Assignor hereunder or at law or in equity, to cure such default on behalf of Assignee or to terminate this Assignment and retake the Premises, but Assignor shall be under no obligation, express or implied, to do so. If Assignor cures Assignee's default, following the presentation to Assignee of reasonable evidence that Assignor has expended sums to cure such default and otherwise has incurred damages as a result of Assignee's failure to cure such default, Assignee shall reimburse Assignor for all costs associates with the cure of such default. Furthermore, such reimbursement obligation shall survive the expiration of the Lease. If after an Assignee default, Assignor terminates the Lease and retakes the Premises, all of Assignee's right, title and interest in the Premises shall and rights under the Lease as provided in this Assignment shall be terminated and Assignor shall retake the Premises subject under the terms and conditions of the Lease.

7. Should the Closing Date of the Acquisition Agreement for any reason fail to occur by October 12, 2015, this Assignment shall be of no force or effect.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

10. This Assignment may be signed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document executed by the parties.

11. If an action is instituted to enforce or interpret this Assignment, the prevailing party shall recover from the losing party its costs and reasonable attorney fees incurred both at and in preparation for such action, including any appeal or review. This provision extends to all proceedings in bankruptcy court, including all matters unique to bankruptcy law.

IN WITNESS WHEREOF, the parties have executed this Assignment the first date written.

Crown Automotive, Inc.

By: 

LITHIA REAL ESTATE, INC.

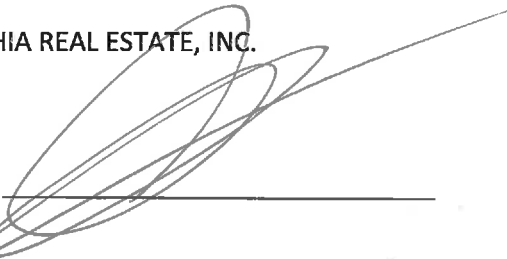
By: 

EXHIBIT I

Lease