

CONSENT TO ASSIGNMENT OF LEASE

This consent to assignment of lease ("Consent") is dated January 7, 2020, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Lessor") on the one hand, and LITHIA REAL ESTATE, INC., an Oregon corporation ("Assignor"), and FUTURE AUTOMOTIVE CONCORD, INC, a California corporation ("Assignee") on the other.

Recitals

- A. Lessor owns real property located in the County of Contra Costa that consists of approximately 6.1 acres commonly known as 4901 Marsh Drive, Concord, California (the "Premises").
- B. The Premises are subject to a lease between Lessor and the Solano Way Partnership dated August 20, 1985, as subsequently amended (the "Lease"). Pursuant to an assignment agreement dated September 15, 1999, the Solano Way Partnership assigned its interest in the Lease to Lithia Real Estate, Inc.
- C. Pursuant to an assignment and assumption of lease agreement dated June 8, 2011, Lithia Real Estate, Inc. assigned its interest in the Lease to Crown Automotive, Inc.
- D. Pursuant to an assignment agreement dated October 6, 2015, Crown Automotive, Inc. assigned its interest in the Lease to Assignor.
- E. Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in the Lease (the "Assignment"), and Assignee desires to acquire and accept the Assignment under the terms and conditions described in that certain Asset Purchase Agreement dated October 28, 2019, between Assignor and Assignee (the "Assignment Agreement").
- F. The Lease requires that Assignor and Assignee receive Lessor's written consent to the Assignment. To effectuate the Assignment, the Lease will need to be amended to identify the Assignee as the new lessee and tenant under the Lease, among other changes. In consideration of all of the terms and conditions contained herein, Lessor agrees to consent to the Assignment.

Lessor, Assignor, and Assignee therefore agree as follows:

Agreement

1. Definitions

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Lease.

2. Security Deposit

The Lessor will continue to hold the security deposit previously paid to the Lessor under the Lease in accordance with the terms of the Lease.

3. Representations and Warranties of Assignor and Assignee

Assignor and Assignee each represent and warrant to Lessor that:

- A. Following the Assignment, the use of the Premises will be unchanged and will not be inconsistent with the use permitted under the Lease. The Assignment does not require alteration of the Premises.
- B. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the Lessor's interest in the Premises.
- C. Assignee has a good reputation in the business community in which it conducts its businesses and its business reputation and business credit history is consistent with other business conducted on the Premises.
- D. Assignee is capable of operating an automobile dealership as contemplated by the terms of the Lease and has business experience and management ability that is equal to or greater than that of Assignor.
- E. Assignee's financial condition is sufficient to support the obligations of Lessee under the Lease and any encumbrances secured by the Lease. Assignee is capable of performing all obligations of Lessee under the Lease.
- F. The Assignment will not result in a reduction in the rent, or any other amounts, due under the Lease.
- G. Assignor and Assignee have the legal right and authority to enter into this Consent and each has received all necessary approvals to do so. Assignee has the legal right and authority to enter into the Third Amendment to Lease, and Assignor has executed and delivered to Lessor the Third Amendment to Lease.

4. Consent of Lessor.

- a. Lessor is entering into this Consent and is consenting to the Assignment in reliance on the representations and warranties of Assignor and Assignee in Section 3.
- b. Lessor hereby consents to the Assignment, and consents to the conveyance of Assignor's interest in, to and under the Lease and the Premises to Assignee.

5. Lease Unchanged. This Consent does not amend the Lease. The Third Amendment to Lease will amend the Lease following its execution and approval by the Board of Supervisors. If there is any confusion or contradiction between any term of the Lease, as amended, and this Consent, the terms of the Lease, as amended, will prevail.

6. Governing Law. The laws of the State of California govern all matters arising out of this Consent, with venue in the Superior Court of the County of Contra Costa, California.
7. Notices. From and after the effective date of the Assignment, all notices given to Lessee under the Lease will be sent to the following address:

Future Automotive Concord, Inc.
 2285 Diamond Blvd.
 Concord, CA 94520
 Attn: Rick Boyd (925) 686-5000

The parties are signing this Consent as of the date set forth in the introductory paragraph.

LESSOR

CONTRA COSTA COUNTY, a political
 Subdivision of the State of California

By _____
 Keith Freitas
 Director of Airports

ASSIGNOR

Lithia Real Estate, Inc.
 an Oregon corporation

By _____
 Name
 Title

By _____
 Name
 Title

RECOMMENDED FOR APPROVAL:

By _____
 Beth Lee
 Assistant Director of Airports

ASSIGNEE

Future Automotive Concord, Inc.,
 a California corporation

By _____
 Name
 Title

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By _____
 Stephen M. Siptroth,
 Deputy County Counsel

By _____
 Name
 Title