

**ASSIGNMENT  
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Assignment, Indemnification and Hold Harmless Agreement (“this Agreement”) is made and executed at Chicago, Illinois as of this 29<sup>th</sup> day of April, 2016, by and among Value Auto Mart, Inc. (“Assignor”) and David Samuels (“David”) (collectively referred to from time to time as “Indemnitees”), The 2737 Company, LLC (“Landlord”), Signature Bank (“the Bank”) and Car Outlet AC, LLC, an Illinois limited liability company (hereinafter referred to from time to time as “Assignee”).

RECITALS

A. Assignor is the Tenant identified in that certain Lease dated November 30, 2009 by and between it and Landlord (“the Lease”) for the property commonly known as 2737 North Cicero Avenue, Chicago, IL, pursuant to which there is no security deposit.

B. David personally guaranteed Assignor’s payment of rent and performance of the terms and provisions of the Lease.

C. The term of the Lease commenced on January 1, 2010 and extends to its specified termination date of December 31, 2030, and is now in full force and effect.

D. Assignee has requested Landlord to consent to Assignor’s assignment of the Lease to Assignee pursuant to Section 19.1 of the lease, which does not provide for the release of Assignor from further liability thereon or for the release of David from his personal guaranty (“David’s Guaranty”) of Assignor’s performance of its obligations under the Lease.

E. Indemnitees are unwilling to assign the Lease to Assignee unless Assignee agrees to indemnify and hold harmless Indemnitees from and against any and all loss, claim or liability which may hereafter be asserted against them or either of them from and after the Effective Date (as hereinafter defined) i) by the Landlord under or pursuant to the Lease or David’s Guaranty; ii) by any person or entity relating to an alleged violation of any applicable environmental protection laws and regulations; and iii) by any governmental agency asserting or claiming a violation of any applicable law, ordinance or regulation.

F. Assignee is willing to provide such indemnification and hold harmless to Indemnitees as set forth below.

G. The Bank is the secured creditor of Assignor and Guarantor and the proposed assignment is or may be a breach or default under the various agreements between the Bank and Assignor as a result of which Assignor has requested the Bank to consent to the transactions which are the subject matter hereof.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows.

1. The foregoing recitals are incorporated in this Agreement and made a part hereof.
2. For value received, Assignor does hereby sell, assign, transfer and set over unto Assignee, whose address is 3400 N. Pulaski, Chicago, IL 60611 all of Assignor's right, title and interest in and to the Lease, effective as of May 1, 2016 ("the Effective Date").
3. Assignee hereby accepts said assignment and agrees to assume and be bound by all the terms and provisions of the Lease on Assignor's part to be performed effective on and after the Effective Date.
4. Landlord hereby agrees to the said assignment by Assignor and assumption by Assignee effective on and after the Effective Date from the Effective Date to the termination Date of the Lease on December 31, 2030, unless said Lease is sooner terminated as therein provided, and acknowledges that there is no uncured default by Assignor under the Lease as of the Effective Date (except that there are some funds remaining due to Landlord from Assignee for 2016 to this date which they agree will be paid separate and apart from and subsequent to the Effective Date).
5. The Bank hereby consents to the foregoing assignment and assumption of the Lease as herein provided.
6. Assignee hereby covenants and agrees to and does hereby defend, indemnify and hold Indemnitees and their respective attorneys, agents, heirs, personal representatives, successors and assigns harmless from, against and in respect of any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees and disbursements of counsel), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Indemnitees may at any time, directly or indirectly, suffer, sustain, incur or become subject to, to the extent arising out of, based upon or resulting from or on account of each of the following:
  - (a) Noncompliance with or breach by Assignee of any covenant, provision, term or agreement contained in the Lease;
  - (b) Any claims of Landlord arising out of relating to or concerning the Lease or David's Guaranty;
  - (c) Any obligation or liability of Assignee in connection with, arising out of, relating to, resulting from, or caused by any transaction, status, event or occurrence in the conduct or status of the Assignee's business arising or occurring after the Effective Date;
  - (d) Any action, demand, proceeding, investigation or claim by any individual, entity or governmental agency asserting or claiming a violation of any Federal, State or

Local environmental laws, ordinances or regulations relating to the environment including, without limitation, the handling, storage, treatment and disposal of hazardous substances caused, suffered or permitted by Assignee; or

e) Any action, demand, proceeding, investigation or claim by any governmental agency having jurisdiction asserting or alleging a violation of any other applicable Federal, State or Local law, rule or regulation relating to the premises or the operation of Assignee's business activities on the premises which are the subject of the Lease.

7. Assignor hereby covenants and agrees to and does hereby defend, indemnify and hold Assignee and its attorneys, agents, heirs, personal representatives, successors and assigns harmless from, against and in respect of any and all losses, costs, expenses (including without limitation, reasonable attorneys' fees and disbursements of counsel), liabilities, damages, fines, penalties, charges, assessments, judgments, settlements, claims, causes of action, and other obligations of any nature whatsoever that Indemnitees may at any time, directly or indirectly, suffer, sustain, incur or become subject to, to the extent arising out of, based upon or resulting from or on account of any action, demand, proceeding, investigation or claim by any individual, entity or governmental agency asserting or claiming a violation of any Federal, State or Local environmental laws, ordinances or regulations relating to the environment including, without limitation, the handling, storage, treatment and disposal of hazardous substances caused, suffered or permitted by Assignor prior to the date hereof.

8. Assignee shall cause David's Guaranty to be released or terminated upon the earliest to occur of any of the following events:

(a) Assignment of the Lease by Assignee to a third party;

(b) Sale of a substantial portion of the assets of Assignee outside the ordinary and normal course of business;

(c) Sale, transfer, assignment, for adequate consideration or otherwise, of the majority of voting member interests of Assignee; or

(d) Change in operating control of Assignee because of, without limitation, the death, disability, resignation or retirement of the present managers thereof or the appointment of additional managers who may exercise control of the management of Assignee.

9. Assignor, Assignee and Landlord hereby agree that the first sentence of Section 2.2 of the Lease shall be amended effective upon execution hereof, to read as follows: "notwithstanding any provisions of this Lease to the contrary, Tenant shall have the right during the Term, but only on or after January 31, 2021 to terminate this Lease as provided herein." The remaining terms of Section 2.2 of the Lease shall be and remain in full force and effect.

10. Each of the representations and warranties of the parties contained in this Agreement and in any exhibit, schedule, certificate, instrument or document delivered by or on

such other address or in such other manner as may be designated by such party in written notice to each of the other parties. Any such notices, demands or communications shall be effective when personally delivered, one (1) business day after delivery to the overnight courier, upon telephone confirmation of facsimile transmission, or upon receipt after dispatch by mail to the party to whom the same is so given or made:

If to Assignor

and/or Indemnitees: Value Auto Mart, Inc.  
c/o Mr. David Samuels  
1215 Woodbine Ave.  
Oak Park, IL 60302-1213  
Fax: \_\_\_\_\_

With copy to:

Mr. Sidney E. Morrison  
Morrison, Saltz & Davenport  
77 West Washington St.  
Suite 1611  
Chicago, IL 60602  
Fax: 312-658-0780

If to Assignee:

Car Outlet AC, LLC  
2622 N Cicero Ave  
Chicago, IL 60639-1767  
Fax: (773)539-7037 \_\_\_\_\_

With copy to:

Mr. Andrew DeLuca  
Andrew M. DeLuca, Esq.  
General Counsel  
Total Finance AC, LLC  
3400 N. Pulaski  
Chicago, IL 60641  
Fax: (773)539-7037 \_\_\_\_\_

If to Landlord:

2737 LLC c/o Mr. Michael Addison  
27220 Prado Del Sol  
Carmel, CA 93923  
Fax: \_\_\_\_\_

If to Signature Bank

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Signature Bank  
\_\_\_\_\_  
Oak Park, IL 60302