

## ASSIGNMENT AND ASSUMPTION OF INDUCEMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INDUCEMENT AGREEMENT (the "Assignment"), is made as of \_\_\_\_\_, 2013 by and among SAV II, L.L.C., an Illinois limited liability company ("SAV") and **Evergreen Motors, Inc.**, an Illinois corporation ("Evergreen," and collectively with SAV, the "Assignor") and **AJZ - Orland Park, LLC**, a Michigan limited liability company ("AJZ") and **Zeigler BMW - Orland Park, LLC**, a Michigan limited liability company ("Zeigler" and collectively with AJZ, the "Assignee").

### Recitals

A. Assignor, as the "Dealership" and the Village of Orland Park ("Village"), an Illinois home rule municipality, as the "Village," entered into an Inducement Agreement dated December 21, 2009, and an Amendment to the Inducement Agreement dated December 19, 2011 (as amended, the "Inducement Agreement").

B. SAV, as Seller, and AJZ, as Buyer, entered into an Agreement for Sale and Purchase of Real Estate dated May 20, 2013 (the "REPA") for the sale and purchase of certain real property commonly known as 11030 West 159th Street, Orland Park, Illinois (the "Property").

C. Evergreen, as Seller, and Zeigler, as Buyer, entered into an Asset Purchase Agreement dated May 20, 2013 (the "APA") for the sale and purchase of certain automobile dealership assets used by Evergreen at the Property.

D. Upon the Closing of the transactions contemplated by the REPA and APA, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Inducement Agreement in consideration of Assignee's assumption of all obligations of Assignor thereunder.

E. The Inducement Agreement may not be assigned without the consent of the Village.

Now, therefore, the parties hereby agree as follows:

1. **Assignment.** Assignor assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and under the Inducement Agreement.

2. **Assumption.** Assignee assumes and agrees to perform and discharge all of the obligations of Assignor, as the "Dealership", under and pursuant to the Inducement Agreement.

3. **Conditions.** This Assignment shall be conditioned upon the occurrence of both of the following events: (i) the Village shall have approved this Assignment; and (ii) the Closings (as defined in the REPA and APA respectively) shall have occurred. If either or both of said events fail to occur, then this Assignment shall be null and void effective upon the termination of the REPA and APA, as provided therein.

4. **Effective Date.** Assignor and Assignee agree that this Assignment shall be effective as of the date of Closing of the REPA and APA (the "Effective Date").

5. **Indemnity.** Assignor, jointly and severally, each hereby agrees to indemnify and hold Assignee harmless from and against any liabilities, costs or damages (including reasonable attorney fees), arising under or pursuant to the Inducement Agreement by reason of Assignor's failure, prior to the Effective Date, to fully comply with all such duties, covenants and obligations under and pursuant to the Inducement Agreement. Assignee, jointly and severally, each hereby agrees to indemnify and hold Assignor harmless from and against any liabilities, costs or damages (including reasonable attorney fees), arising under or pursuant to the Inducement Agreement by reason of Assignee's failure, after the Effective Date, to fully comply with all such duties, covenants and obligations under and pursuant to the Inducement Agreement.

6. **Binding Effect.** This Assignment shall inure to the benefit of and be binding upon the parties and their successors and assigns.

7. **Miscellaneous.** This Assignment may not be amended, modified or terminated orally, and may only be so amended, modified or terminated by an instrument in writing executed by both the parties hereto.

8. **Representations of Assignee.** Assignee represents that: (i) they have never been denied a motor vehicle franchise; (ii) they have never had an automobile franchise terminated or suspended; (iii) they have never had a license to sell motor vehicles revoked; and (iv) they have never been convicted of a felony.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Inducement Agreement as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

**SAV II, L.L.C.**

**AJZ - Orland Park, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EVERGREEN MOTORS, INC.**

**Zeigler BMW - Orland Park, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_