

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3

to

FORM S-4

REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

Asbury Automotive Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

5500
(Primary Standard Industrial
Classification Code Number)
2905 Premiere Parkway NW
Suite 300
Duluth, Georgia 30097
(770) 418-8200

01-0609375
(I.R.S. Employer
Identification No.)

(Address, including zip code, and telephone number, including area code, of the registrant’s principal executive offices)

Elizabeth Chandler
Asbury Automotive Group, Inc.
2905 Premiere Parkway NW
Suite 300
Duluth, Georgia 30097
(770) 418-8200

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Mark L. Hanson, Esq.
Jones Day
1420 Peachtree Street, N.E., Suite 800
Atlanta, Georgia 30309
(404) 581-8573

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED OFFER TO THE PUBLIC:
As soon as practicable after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐
If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐
If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):
Large accelerated filer ☐ Accelerated filer ☒
Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:
Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐
Exchange Act Rule 14d-1(d) (Cross-Border Third Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
8.375% Senior Subordinated Notes due 2020	\$200,000,000	100%	\$200,000,000	\$23,220*
Guarantees of 8.375% Senior Subordinated Notes due 2020(2)	—	—	—	— (3)*
Total	\$200,000,000	100%	\$200,000,000	\$23,220*

(1) Estimated in accordance with Rule 457(f) under the Securities Act of 1933 solely for purposes of calculating the registration fee.
(2) See inside facing page for registrant guarantors.
(3) In accordance with Rule 457(n), no separate registration fee for the guarantees is payable.
* Previously paid.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter(1)	State of Incorporation or Organization	Primary Standard Industrial Classification Code Number	IRS Employer Identification Number
AF Motors L.L.C.	Delaware	5500	59-3604214
ANL L.P.	Delaware	5500	59-3503188
Arkansas Automotive Services, L.L.C.	Delaware	5500	27-1386071
Asbury AR Niss L.L.C.	Delaware	5500	84-1666361
Asbury Atlanta AC L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta AU L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta BM L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Chevrolet L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Hon L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Inf L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Infiniti L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Jaguar L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Lex L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Nis L.L.C.	Delaware	5500	58-2241119
Asbury Atlanta Toy L.L.C.	Delaware	5500	26-2192047
Asbury Atlanta VL L.L.C.	Delaware	5500	58-2241119
Asbury Automotive Arkansas Dealership Holdings L.L.C.	Delaware	5500	71-0817515
Asbury Automotive Arkansas L.L.C.	Delaware	5500	71-0817514
Asbury Automotive Atlanta II L.L.C.	Delaware	5500	26-1923764
Asbury Automotive Atlanta L.L.C.	Delaware	5500	58-2241119
Asbury Automotive Brandon, L.P.	Delaware	5500	59-3584655
Asbury Automotive Central Florida, L.L.C.	Delaware	5500	59-3580818
Asbury Automotive Deland, L.L.C.	Delaware	5500	59-3604210
Asbury Automotive Fresno L.L.C.	Delaware	5500	03-0508496
Asbury Automotive Group L.L.C.	Delaware	5500	23-2790555
Asbury Automotive Jacksonville GP L.L.C.	Delaware	5500	59-3512660
Asbury Automotive Jacksonville, L.P.	Delaware	5500	59-3512662
Asbury Automotive Management L.L.C.	Delaware	5500	23-3006304
Asbury Automotive Mississippi L.L.C.	Delaware	5500	64-0924573
Asbury Automotive North Carolina Dealership Holdings L.L.C.	Delaware	5500	56-2106587
Asbury Automotive North Carolina L.L.C.	Delaware	5500	52-2106838
Asbury Automotive North Carolina Management L.L.C.	Delaware	5500	52-2106838
Asbury Automotive North Carolina Real Estate Holdings L.L.C.	Delaware	5500	23-2983952
Asbury Automotive Oregon L.L.C.	Delaware	5500	52-2106837
Asbury Automotive Southern California L.L.C.	Delaware	5500	16-1676796
Asbury Automotive St. Louis II L.L.C.	Delaware	5500	26-2753770
Asbury Automotive St. Louis, L.L.C.	Delaware	5500	43-1767192
Asbury Automotive Tampa GP L.L.C.	Delaware	5500	13-3990508
Asbury Automotive Tampa, L.P.	Delaware	5500	13-3990509
Asbury Automotive Texas L.L.C.	Delaware	5500	13-3997031
Asbury Automotive Texas Real Estate Holdings L.L.C.	Delaware	5500	11-3816183
Asbury Deland Imports 2, L.L.C.	Delaware	5500	59-3629420
Asbury Fresno Imports L.L.C.	Delaware	5500	03-0508500
Asbury Jax AC, L.L.C.	Delaware	5500	45-0551011
Asbury Jax Holdings, L.P.	Delaware	5500	59-3516633
Asbury Jax Hon L.L.C.	Delaware	5500	02-0811016
Asbury Jax K, L.L.C.	Delaware	5500	36-4572826
Asbury Jax Management L.L.C.	Delaware	5500	59-3503187
Asbury Jax VW, L.L.C.	Delaware	5500	02-0811020
Asbury MS Chev, L.L.C.	Delaware	5500	06-1749057
Asbury MS Gray-Daniels L.L.C.	Delaware	5500	64-0939974
Asbury No Cal Niss L.L.C.	Delaware	5500	05-0605055

<u>Exact Name of Registrant as Specified in its Charter(1)</u>	<u>State of Incorporation or Organization</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>IRS Employer Identification Number</u>
Asbury Sacramento Imports L.L.C.	Delaware	5500	33-1080505
Asbury So Cal DC L.L.C.	Delaware	5500	33-1080498
Asbury So Cal Hon L.L.C.	Delaware	5500	33-1080502
Asbury So Cal Niss L.L.C.	Delaware	5500	59-3781893
Asbury St. Louis Cadillac L.L.C.	Delaware	5500	43-1767192
Asbury St. Louis FSKR, L.L.C.	Delaware	5500	27-1076730
Asbury St. Louis Lex L.L.C.	Delaware	5500	43-1767192
Asbury St. Louis LR L.L.C.	Delaware	5500	43-1799300
Asbury St. Louis M, L.L.C.	Delaware	5500	27-3214624
Asbury Tampa Management L.L.C.	Delaware	5500	59-2512657
Asbury Texas D FSKR, L.L.C.	Delaware	5500	27-1076393
Asbury Texas H FSKR, L.L.C.	Delaware	5500	27-1076640
Asbury-Deland Imports L.L.C.	Delaware	5500	59-3604213
Atlanta Real Estate Holdings L.L.C.	Delaware	5500	58-2241119
Avenues Motors, Ltd.	Florida	5500	59-3381433
Bayway Financial Services, L.P.	Delaware	6141	59-3503190
BFP Motors L.L.C.	Delaware	5500	30-0217335
C&O Properties, Ltd.	Florida	5500	59-2495022
Camco Finance II L.L.C.	Delaware	6141	52-2106838
CFP Motors, Ltd.	Florida	5500	65-0414571
CH Motors, Ltd.	Florida	5500	59-3185442
CHO Partnership, Ltd.	Florida	5500	59-3041549
CK Chevrolet LLC	Delaware	5500	59-3580820
CK Motors LLC	Delaware	5500	59-3580825
CN Motors, Ltd.	Florida	5500	59-3185448
Coggin Automotive Corp.	Florida	5500	59-1285803
Coggin Cars L.L.C.	Delaware	5500	59-3624906
Coggin Chevrolet L.L.C.	Delaware	5500	59-3624905
Coggin Management, L.P.	Delaware	5500	59-3503191
CP-GMC Motors, Ltd.	Florida	5500	59-3185453
Crown Acura/Nissan, LLC	North Carolina	5500	56-1975265
Crown CHH L.L.C.	Delaware	5500	52-2106838
Crown CHO L.L.C.	Delaware	5500	84-1617218
Crown CHV L.L.C.	Delaware	5500	52-2106838
Crown FDO L.L.C.	Delaware	5500	04-3623132
Crown FFO Holdings L.L.C.	Delaware	5500	56-2182741
Crown FFO L.L.C.	Delaware	5500	56-2165412
Crown GAC L.L.C.	Delaware	5500	52-2106838
Crown GBM L.L.C.	Delaware	5500	52-2106838
Crown GCA L.L.C.	Delaware	5500	14-1854150
Crown GDO L.L.C.	Delaware	5500	52-2106838
Crown GH0 L.L.C.	Delaware	5500	52-2106838
Crown GNI L.L.C.	Delaware	5500	52-2106838
Crown GPG L.L.C.	Delaware	5500	52-2106838
Crown GVO L.L.C.	Delaware	5500	52-2106838
Crown Honda, LLC	North Carolina	5500	56-1975264
Crown Motorcar Company L.L.C.	Delaware	5500	62-1860414
Crown PBM L.L.C.	Delaware	5500	14-2004771
Crown RIA L.L.C.	Delaware	5500	52-2106838
Crown RIB L.L.C.	Delaware	5500	56-2125835
Crown SJC L.L.C.	Delaware	5500	81-0630983
Crown SNI L.L.C.	Delaware	5500	30-0199361
CSA Imports L.L.C.	Delaware	5500	59-3631079
Escude-NN L.L.C.	Delaware	5500	64-0922808
Escude-NS L.L.C.	Delaware	5500	64-0922811

<u>Exact Name of Registrant as Specified in its Charter(1)</u>	<u>State of Incorporation or Organization</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>IRS Employer Identification Number</u>
Escude-T L.L.C.	Delaware	5500	64-0922812
Florida Automotive Services L.L.C.	Delaware	5500	26-3828097
HFP Motors L.L.C.	Delaware	5500	06-1631102
JC Dealer Systems L.L.C.	Delaware	5500	58-2628641
KP Motors L.L.C.	Delaware	5500	06-1629064
McDavid Austin-Acra, L.L.C.	Delaware	5500	11-3816170
McDavid Frisco-Hon, L.L.C.	Delaware	5500	11-3816176
McDavid Grande, L.L.C.	Delaware	5500	11-3816168
McDavid Houston-Hon, L.L.C.	Delaware	5500	11-3816178
McDavid Houston-Niss, L.L.C.	Delaware	5500	11-3816172
McDavid Irving-Hon, L.L.C.	Delaware	5500	11-3816175
McDavid Outfitters, L.L.C.	Delaware	5500	11-3816166
McDavid Plano-Acra, L.L.C.	Delaware	5500	11-3816179
Mid-Atlantic Automotive Services, L.L.C.	Delaware	5500	27-1386312
Mississippi Automotive Services, L.L.C.	Delaware	5500	27-1386394
Missouri Automotive Services, L.L.C.	Delaware	5500	27-1386466
NP FLM L.L.C.	Delaware	5500	71-0819724
NP MZD L.L.C.	Delaware	5500	71-0819723
NP VKW L.L.C.	Delaware	5500	71-0819721
Plano Lincoln-Mercury, Inc.	Delaware	5500	75-2430953
Precision Computer Services, Inc.	Florida	5500	59-2867725
Precision Enterprises Tampa, Inc.	Florida	5500	59-2148481
Precision Infiniti, Inc.	Florida	5500	59-2958651
Precision Motorcars, Inc.	Florida	5500	59-1197700
Precision Nissan, Inc.	Florida	5500	59-2734672
Premier NSN L.L.C.	Delaware	5500	71-0819715
Premier Pon L.L.C.	Delaware	5500	71-0819714
Prestige Bay L.L.C.	Delaware	5500	71-0819719
Prestige Toy L.L.C.	Delaware	5500	71-0819720
Southern Atlantic Automotive Services, L.L.C.	Delaware	5500	37-1514247
Tampa Hund, L.P.	Delaware	5500	59-3512664
Tampa Kia, L.P.	Delaware	5500	59-3512666
Tampa LM, L.P.	Delaware	5500	52-2124362
Tampa Mit, L.P.	Delaware	5500	59-3512667
Texas Automotive Services, L.L.C.	Delaware	5500	27-1386537
Thomason Auto Credit Northwest, Inc.	Oregon	5500	93-1119211
Thomason Dam L.L.C.	Delaware	5500	93-1266231
Thomason FRD L.L.C.	Delaware	5500	93-1254703
Thomason Hund L.L.C.	Delaware	5500	93-1254690
Thomason Pontiac-GMC L.L.C.	Delaware	5500	43-1976952
WMZ Motors, L.P.	Delaware	5500	59-3512663
WTY Motors, L.P.	Delaware	5500	59-3512669

(1) The address and phone number of each Registrant Guarantor is c/o Asbury Automotive Group, Inc., 2905 Premiere Parkway NW, Suite 300, Duluth, Georgia 30097, (770) 418-8200.

EXPLANATORY NOTE

This Pre-Effective Amendment No. 3 to Form S-4 (File No. 333-174217) (the “Registration Statement”) is being filed solely for the purpose of filing certain required exhibits hereto, and no other changes or additions are being made hereby to the prospectus that forms a part of the Registration Statement. Accordingly, such prospectus has been omitted from this filing.

PART II
INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Delaware Registrants

Section 145(a) of the Delaware General Corporation Law (the “DGCL”) provides, in relevant part, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. Under Section 145(b) of the DGCL, such eligibility for indemnification may be further subject to the adjudication of the Delaware Court of Chancery or the court in which such action or suit was brought.

Section 102(b)(7) of the DGCL provides that a corporation may in its certificate of incorporation contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability: (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the DGCL (pertaining to certain prohibited acts including unlawful payment of dividends or unlawful purchase or redemption of the corporation’s capital stock); or (iv) for any transaction from which the director derived an improper personal benefit. Asbury Automotive Group, Inc. has a provision in its certificate of incorporation eliminating such personal liability of its directors under such terms.

Unlike the certificate of incorporation of Plano Lincoln-Mercury, Inc., the certificate of incorporation of Asbury Automotive Group, Inc. indemnifies its directors and officers to the maximum extent allowed by Delaware law.

Asbury Automotive Group, Inc. has also entered into indemnification agreements with its directors and certain of its officers that require it, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers to the fullest extent permitted by law. Asbury Automotive Group, Inc. and the other Delaware registrants also maintain liability insurance for the benefit of their directors and officers.

Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 5.02 of each of the limited liability company agreements of the limited liability companies listed below provides that each may indemnify its members, directors and officers of the company and any other designated person on an after-tax basis for any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax or cost or expense of any nature (including attorneys’ fees and disbursements) to the fullest extent provided or allowed by the laws of Delaware; provided, however, that no indemnity shall be payable against any liability incurred by such person by reason of (i) fraud, willful violation of law, gross negligence or such person’s material breach of the limited liability company agreement or such person’s bad faith or (ii) the receipt by such person from the company of a personal benefit to which such person is or was not legally entitled.

Each of the following Delaware limited liability company registrants are subject to the foregoing provisions: AF Motors L.L.C., Arkansas Automotive Services, L.L.C., Asbury AR Niss L.L.C., Asbury Atlanta AC L.L.C., Asbury Atlanta AU L.L.C., Asbury Atlanta BM L.L.C., Asbury Atlanta Chevrolet L.L.C., Asbury Atlanta Hon L.L.C., Asbury Atlanta Inf L.L.C., Asbury Atlanta Infiniti L.L.C., Asbury Atlanta Jaguar L.L.C., Asbury Atlanta Lex L.L.C., Asbury Atlanta Nis L.L.C., Asbury Atlanta Toy L.L.C., Asbury Atlanta VL L.L.C., Asbury Automotive Arkansas Dealership Holdings L.L.C., Asbury Automotive Arkansas L.L.C., Asbury Automotive Atlanta II L.L.C., Asbury Automotive Atlanta L.L.C., Asbury Automotive Central Florida, L.L.C., Asbury Automotive Deland, L.L.C., Asbury Automotive Fresno L.L.C., Asbury Automotive Group L.L.C., Asbury Automotive Jacksonville GP L.L.C., Asbury Automotive Management L.L.C., Asbury Automotive Mississippi L.L.C., Asbury Automotive North Carolina Dealership Holdings L.L.C., Asbury Automotive North Carolina L.L.C., Asbury Automotive North Carolina Management L.L.C., Asbury Automotive North Carolina Real Estate Holdings L.L.C., Asbury Automotive Oregon L.L.C., Asbury Automotive Southern California L.L.C., Asbury Automotive St. Louis II L.L.C., Asbury Automotive St. Louis, L.L.C., Asbury Automotive Tampa GP L.L.C., Asbury Automotive Texas L.L.C., Asbury Automotive Texas Real Estate Holdings L.L.C., Asbury Deland Imports 2, L.L.C., Asbury Fresno Imports L.L.C., Asbury Jax AC L.L.C., Asbury Jax Hon L.L.C., Asbury Jax K, L.L.C., Asbury Jax Management L.L.C., Asbury Jax VW, L.L.C., Asbury MS Chev, L.L.C., Asbury MS Gray-Daniels L.L.C., Asbury No Cal Niss L.L.C., Asbury Sacramento Imports L.L.C., Asbury So Cal DC L.L.C., Asbury So Cal Hon L.L.C., Asbury So Cal Niss L.L.C., Asbury St. Louis Cadillac L.L.C., Asbury St. Louis FSKR, L.L.C., Asbury St. Louis Lex L.L.C., Asbury St. Louis LR L.L.C., Asbury St. Louis M, L.L.C., Asbury Tampa Management L.L.C., Asbury Texas D FSKR, L.L.C., Asbury Texas H FSKR, L.L.C., Asbury-Deland Imports L.L.C., Atlanta Real Estate Holdings L.L.C., BFP Motors L.L.C., Camco Finance II L.L.C., CK Chevrolet LLC, CK Motors LLC, Coggin Cars L.L.C., Coggin Chevrolet L.L.C., Crown CHH L.L.C., Crown CHO L.L.C., Crown CHV L.L.C., Crown FDO L.L.C., Crown FFO Holdings L.L.C., Crown FFO L.L.C., Crown GAC L.L.C., Crown GBM L.L.C., Crown GCA L.L.C., Crown GDO L.L.C., Crown GHO L.L.C., Crown GNI L.L.C., Crown GPG L.L.C., Crown GVO L.L.C., Crown Motorcar Company L.L.C., Crown PBM L.L.C., Crown RIA L.L.C., Crown RIB L.L.C., Crown SJC L.L.C., Crown SNI L.L.C., CSA Imports L.L.C., Escude-NN L.L.C., Escude-NS L.L.C., Escude-T L.L.C., Florida Automotive Services L.L.C., HFP Motors L.L.C., JC Dealer Systems L.L.C., KP Motors L.L.C., McDavid Austin-Acra, L.L.C., McDavid Frisco-Hon, L.L.C., McDavid Grande, L.L.C., McDavid Houston-Hon, L.L.C., McDavid Houston-Niss, L.L.C., McDavid Irving-Hon, L.L.C., McDavid Outfitters, L.L.C., McDavid Plano-Acra, L.L.C., Mid-Atlantic Automotive Services, L.L.C., Mississippi Automotive Services, L.L.C., Missouri Automotive Services, L.L.C., NP FLM L.L.C., NP MZD L.L.C., NP VKW L.L.C., Premier NSN L.L.C., Premier Pon L.L.C., Prestige Bay L.L.C., Prestige Toy L.L.C., Southern Atlantic Automotive Services, L.L.C., Texas Automotive Services, L.L.C., Thomason Dam L.L.C., Thomason FRD L.L.C., Thomason Hund L.L.C., Thomason Pontiac-GMC L.L.C.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act (“DRULPA”) provides, in relevant part, that, subject to such standards and provisions, if any, as are set forth in its limited partnership agreement, a limited partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

Section 5.02 of each of the limited partnership agreements of the limited partnerships listed below provides that each may indemnify its partners, directors and officers of the partnership and any other designated person on an after-tax basis for any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax or cost or expense of any nature (including attorneys’ fees and disbursements) to the fullest extent provided or allowed by the laws of Delaware; provided, however, that no indemnity shall be payable against any liability incurred by such person by reason of (i) fraud, willful violation of law, gross negligence or such person’s material breach of the limited partnership agreement or such person’s bad faith or (ii) the receipt by such person from the partnership of a personal benefit to which such person is or was not legally entitled. Each of the following Delaware limited partnership registrants listed below are subject to the foregoing provisions: ANL L.P., Asbury Automotive Brandon, L.P., Asbury Automotive Jacksonville, L.P., Asbury Automotive Tampa, L.P., Asbury Jax Holdings, L.P., Bayway Financial Services, L.P., Coggin Management, L.P., Tampa Hund, L.P., Tampa Kia, L.P., Tampa LM, L.P., Tampa Mit, L.P., WMZ Motors, L.P. and WTY Motors, L.P.

Oregon Registrant

Section 60.391 of the Oregon Business Corporation Act (the “OBCA”) provides, in relevant part, that a corporation may indemnify any director who is made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if (i) the conduct of the individual was in good faith, (ii) the individual reasonably believed that the individual’s conduct was in the best interests of the corporation, or at least not opposed to its best interests, and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual’s conduct was unlawful; provided, however, that the corporation may not indemnify an individual if (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (ii) in connection with any other proceeding charging improper personal benefit to the director in which the individual was adjudged liable on the basis that personal benefit was improperly received by the director.

Section 60.394 of the OBCA provides that, unless otherwise limited by its articles of incorporation, a corporation shall indemnify any director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

In addition, Section 60.407 of the OBCA provides, in relevant part, that, unless a corporation’s articles of incorporation provide otherwise, any officer is entitled to such indemnification to the same extent as a director under Section 60.394.

Section 60.047 of the OBCA provides that a corporation may in its articles of incorporation eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for conduct as a director except for liability: for any breach of the director’s duty of loyalty to the corporation or its shareholders; for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; for any unlawful distribution under Section 60.367 of the OBCA (pertaining to certain prohibited acts including unlawful distributions); or for any transaction from which the director derived an improper personal benefit. The articles of incorporation of Thomason Auto Credit Northwest, Inc. provide that such registrant indemnifies its directors and officers to the maximum extent allowed by Oregon law.

In addition, Thomason Auto Credit Northwest, Inc. may maintain liability insurance for the benefit of its directors and officers.

North Carolina Registrants

Section 57C-3-32 of the North Carolina Limited Liability Company Act (the “NCLLCA”) provides that the articles of organization or written operating agreement may eliminate or limit the personal liability of a manager, director, or executive for monetary damages for breach of any duty discharged in good faith as provided for in Section 57C-3-22 (other than for liability stemming from unlawful distributions under Section 57C-4-07) and may provide for indemnification of a manager, member, director or executive for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the manager, member, director, or executive is a party because the person is or was a manager, member, director or executive; provided, however, that no provision permitted by Section 57C-3-32 as described above may limit, eliminate, or indemnify against the liability of a manager, director, or executive for (i) acts or omissions that the manager, director, or executive knew at the time of the acts or omissions were clearly in conflict with the interests of the limited liability company, (ii) any transaction from which the manager, director, or executive derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date such provision became effective.

Section 57C-3-31 of the NCLLCA provides that, unless otherwise limited by its articles of organization or written operating agreement, a limited liability company must indemnify every manager, director, and executive in respect of payments made and personal liabilities reasonably incurred by the manager, director, and executive

in the authorized conduct of its business or for the preservation of its business or property and shall further indemnify a member, manager, director, or executive who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a member, manager, director, or executive of the limited liability company against reasonable expenses incurred by the person in connection with the proceeding.

Section 5.02 of each of the limited liability company agreements of the limited liability companies listed below provides that each may indemnify its members, directors and officers of the company and any other designated person on an after-tax basis for any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax or cost or expense of any nature (including attorneys' fees and disbursements) to the fullest extent provided or allowed by the laws of North Carolina; provided, however, that no indemnity shall be payable against any liability incurred by such person by reason of (i) fraud, willful violation of law, gross negligence or such person's material breach of the limited liability company agreement or such person's bad faith or (ii) the receipt by such person from the company of a personal benefit to which such person is or was not legally entitled. Each of the following North Carolina limited liability company registrants are subject to the foregoing provisions: Crown Acura/Nissan, LLC and Crown Honda, LLC.

In addition, the North Carolina registrants may maintain liability insurance for the benefit of their directors and officers.

Florida Registrants

Section 607.0850 of the Florida Business Corporation Act (the "FBCA") provides, in relevant part, that a corporation may indemnify any person who was or is a party to any proceeding by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, no indemnification shall be made in connection with any proceeding brought by or in the right of a corporation where the person involved is adjudged to be liable to the corporation, except to the extent approved by a court. To the extent that any director, officer, employee or agent of the corporation has been successful on the merits or otherwise in the defense of any of the proceedings described above, the FBCA provides that the corporation is required to indemnify such person against expenses actually and reasonably incurred in connection therewith.

The indemnification and advancement of expenses provided pursuant to Section 607.0850 are not exclusive, and a corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (a) violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; (b) a transaction from which the director, officer, employee, or agent derived an improper personal benefit; (c) in the case of a director, a circumstance under which the liability provisions of Section 607.0834 are applicable; or (d) willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a shareholder. Each of the following Florida corporate registrants listed below are subject to the indemnification provision in accordance with Section 607.0850 of FBCA: Coggin Automotive Corp., Precision Computer Services, Inc., Precision Enterprises Tampa, Inc., Precision Infiniti, Inc., Precision Motorcars, Inc., and Precision Nissan, Inc.

Section 5.02 of each of the limited partnership agreements of the limited partnerships listed below (with respect to CN Motors Ltd., Section 10.02 of its limited partnership agreement) provides that each may indemnify its partners, directors and officers of the partnership and any other designated person, on an after-tax basis for any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax or cost or expense of any nature (including attorneys' fees and disbursements) to the fullest extent provided or allowed by the laws of Florida; provided, however, that no indemnity shall be payable against any liability incurred by such person by reason of (i) fraud, willful violation of law, gross negligence or such person's material breach of the limited partnership agreement or such person's bad faith or (ii) the receipt by such person from the partnership of a personal benefit to which such person is or was not legally entitled. In addition, Florida law requires a partnership to reimburse a partner for payments made and indemnify a partner for liabilities incurred by the partner in the ordinary course of the business of the partnership or for the preservation of its business or property. Each of the following Florida limited partnership registrants listed below are subject to the foregoing provisions: Avenues Motors, Ltd., C&O Properties, Ltd., CFP Motors, Ltd., CH Motors, Ltd., CHO Partnership, Ltd., CN Motors Ltd. and CP-GMC Motors, Ltd.

The Florida registrants may maintain liability insurance for the benefit of their directors and officers.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits.

The following exhibits are filed as part of this Form S-4:

- 4.1. Indenture, dated as of November 16, 2010, by and among Asbury Automotive Group, Inc., the Subsidiary Guarantors listed on Schedule I thereto and The Bank of New York Mellon, as Trustee, relating to the 8.375% Senior Subordinated Notes due 2020 (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on November 18, 2010 and incorporated herein by reference)
- 4.2. Form of 8.375% Senior Subordinated Notes due 2020 (included as Exhibit A in Exhibit 4.1 and filed as Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on November 18, 2010 and incorporated herein by reference)
- 4.3. First Supplemental Indenture, dated as of December 30, 2010, by and among Asbury Automotive Group, Inc., the Subsidiaries of Asbury Automotive Group, Inc. listed on Schedule II thereto, the other Guarantors listed on Schedule I thereto and The Bank of New York Mellon, as Trustee, related to the 8.375% Senior Subordinated Notes due 2020 (filed as Exhibit 4.14 to the Company's Annual Report on Form 10-K filed with the SEC on February 28, 2011 and incorporated herein by reference)
- 4.4. Registration Rights Agreement, dated November 16, 2010, by and among Asbury Automotive Group, Inc. and the parties identified on the signature pages thereto (filed as Exhibit 4.3 to the Company's current report on Form 8-K filed with the SEC on November 18, 2010 and incorporated herein by reference)
- 5.1. Opinion of Jones Day*
- 5.2. Opinion of Hill, Ward & Henderson, P.A.
- 5.3. Opinion of Brooks, Pierce, McLendon, Humphrey & Leonard LLP
- 5.4. Opinion of Stoel Rives LLP
- 12.1. Statement Regarding Computation of Ratio of Earnings to Fixed Charges*
- 23.1. Consent of Jones Day (included in exhibit 5.1)*
- 23.2. Consent of Hill, Ward & Henderson, P.A. (included in exhibit 5.2)

23.3.	Consent of Brooks, Pierce, McLendon, Humphrey & Leonard LLP (included in exhibit 5.3)
23.4.	Consent of Stoel Rives LLP (included in exhibit 5.4)
23.5.	Consent of Ernst & Young LLP*
23.6.	Consent of Deloitte & Touche LLP*
24.1.	Power of Attorney*
25.1.	Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon under the Indenture*
99.1	Form of Letter of Transmittal*
99.2	Form of Notice of Guaranteed Delivery*
99.3	Form of Letter to DTC Participants*
99.4	Form of Letter to Clients*

* Previously filed.

ITEM 22. UNDERTAKINGS.

The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of such registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of such registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be a seller to the purchaser and will each be considered to offer or sell such securities to such purchaser:

- (i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;
- (ii) any free writing prospectus relating to the offering prepared by or on behalf of such registrant or used or referred to by the undersigned registrants;
- (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of such registrant; and
- (iv) any other communication that is an offer in the offering made by such registrant to the purchaser.

(6) That for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(7) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report, to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(8) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant, pursuant to the provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by any such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether or not such indemnification is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(9) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(10) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Duluth, State of Georgia, on July 15, 2011.

ASBURY AUTOMOTIVE GROUP, INC.

By: /s/ CRAIG T. MONAGHAN
Name: Craig T. Monaghan
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ *</u> Craig T. Monaghan	President and Chief Executive Officer, and Director (principal executive officer)	
<u>/s/ SCOTT KRENZ</u> Scott Krenz	Chief Financial Officer (principal financial officer)	July 15, 2011
<u>/s/ *</u> Bryan C. Hanlon	Controller and Chief Accounting Officer	
<u>/s/ *</u> Charles R. Oglesby	Executive Chairman of the Board	
<u>/s/ *</u> Thomas C. DeLoach	Lead Independent Director	
<u>/s/ *</u> Janet M. Clarke	Director	
<u>/s/ *</u> Dennis E. Clements	Director	
<u>/s/ *</u> Michael J. Durham	Director	
<u>/s/ *</u> Juanita T. James	Director	
<u>/s/ *</u> Vernon E. Jordan, Jr.	Director	
<u>/s/ *</u> Eugene S. Katz	Director	
<u>/s/ *</u> Philip F. Maritz	Director	
<u>/s/ *</u> Jeffrey I. Wooley	Director	
<u>/s/ ELIZABETH B. CHANDLER</u> Attorney-in-fact		July 15, 2011

*By:

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Duluth, the State of Georgia, on July 15, 2011.

ASBURY AUTOMOTIVE GROUP L.L.C.

By: /s/ CRAIG T. MONAGHAN
Name: Craig T. Monaghan
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
	/s/ * Craig T. Monaghan	President, Chief Executive Officer and Director (principal executive officer)	
	/s/ SCOTT KRENZ Scott Krenz	Principal Financial Officer	July 15, 2011
	/s/ * Michael S. Kearney	Director	
	/s/ * Bryan C. Hanlon	Controller	
*By:	/s/ ELIZABETH B. CHANDLER Attorney-in-fact		July 15, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Duluth, State of Georgia, on July 15, 2011.

ASBURY AUTOMOTIVE MANAGEMENT L.L.C.

By: /s/ CRAIG T. MONAGHAN
Name: Craig T. Monaghan
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
	/s/ * Craig T. Monaghan	President, Chief Executive Officer and Director (principal executive officer)	
	/s/ SCOTT KRENZ Scott Krenz	Principal Financial Officer	July 15, 2011
	/s/ * Michael S. Kearney	Executive Vice President and Director	
	/s/ * Bryan C. Hanlon	Controller	
*By:	/s/ ELIZABETH B. CHANDLER Attorney-in-fact		July 15, 2011

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Duluth, State of Georgia, on July 15, 2011.

AF MOTORS, L.L.C.
ARKANSAS AUTOMOTIVE SERVICES, L.L.C.
ASBURY AR NISS L.L.C.
ASBURY ATLANTA AC L.L.C.
ASBURY ATLANTA AU L.L.C.
ASBURY ATLANTA BM L.L.C.
ASBURY ATLANTA CHEVROLET L.L.C.
ASBURY ATLANTA HON L.L.C.
ASBURY ATLANTA INF L.L.C.
ASBURY ATLANTA INFINITI L.L.C.
ASBURY ATLANTA JAGUAR L.L.C.
ASBURY ATLANTA LEX L.L.C.
ASBURY ATLANTA NIS L.L.C.
ASBURY ATLANTA TOY L.L.C.
ASBURY ATLANTA VL L.L.C.
ASBURY AUTOMOTIVE ARKANSAS DEALERSHIP
HOLDINGS L.L.C.
ASBURY AUTOMOTIVE ARKANSAS L.L.C.
ASBURY AUTOMOTIVE ATLANTA II L.L.C.
ASBURY AUTOMOTIVE ATLANTA L.L.C.
ASBURY AUTOMOTIVE CENTRAL FLORIDA, L.L.C.
ASBURY AUTOMOTIVE DELAND, L.L.C.
ASBURY AUTOMOTIVE FRESNO L.L.C.
ASBURY AUTOMOTIVE JACKSONVILLE GP L.L.C.
ASBURY AUTOMOTIVE JACKSONVILLE GP L.L.C., AS
GENERAL PARTNER OF
ASBURY AUTOMOTIVE JACKSONVILLE, L.P.
ASBURY AUTOMOTIVE MISSISSIPPI L.L.C.
ASBURY AUTOMOTIVE NORTH CAROLINA
DEALERSHIP HOLDINGS, L.L.C.
ASBURY AUTOMOTIVE NORTH CAROLINA L.L.C.
ASBURY AUTOMOTIVE NORTH CAROLINA
MANAGEMENT L.L.C.
ASBURY AUTOMOTIVE NORTH CAROLINA REAL
ESTATE HOLDINGS, L.L.C.
ASBURY AUTOMOTIVE OREGON L.L.C.
ASBURY AUTOMOTIVE SOUTHERN CALIFORNIA
L.L.C.
ASBURY AUTOMOTIVE ST. LOUIS II L.L.C.
ASBURY AUTOMOTIVE ST. LOUIS L.L.C.
ASBURY AUTOMOTIVE TAMPA GP L.L.C.
ASBURY AUTOMOTIVE TAMPA GP L.L.C., AS
GENERAL PARTNER OF ASBURY AUTOMOTIVE
TAMPA, L.P.

ASBURY AUTOMOTIVE TEXAS L.L.C.
ASBURY AUTOMOTIVE TEXAS REAL ESTATE
HOLDINGS, L.L.C.
ASBURY DELAND IMPORTS 2, L.L.C.
ASBURY FRESNO IMPORTS L.L.C.
ASBURY JAX AC, LLC
ASBURY JAX HON L.L.C.
ASBURY JAX K L.L.C.
ASBURY JAX MANAGEMENT L.L.C.
ASBURY JAX MANAGEMENT L.L.C., AS GENERAL
PARTNER OF
ANL, L.P.,
ASBURY JAX HOLDINGS, L.P.,
AVENUES MOTORS, LTD.,
BAYWAY FINANCIAL SERVICES, L.P.
C&O PROPERTIES, LTD.,
CFP MOTORS, LTD.,
CH MOTORS, LTD.,
CHO PARTNERSHIP, LTD.,
CN MOTORS, LTD.,
COGGIN MANAGEMENT, L.P. AND
CP-GMC MOTORS, LTD.
ASBURY JAX VW, L.L.C.
ASBURY MS CHEV L.L.C.
ASBURY MS GRAY-DANIELS L.L.C.
ASBURY NO CAL NISS L.L.C.
ASBURY SACRAMENTO IMPORTS L.L.C.
ASBURY SO CAL DC L.L.C.
ASBURY SO CAL HON L.L.C.
ASBURY SO CAL NISS L.L.C.
ASBURY ST. LOUIS CADILLAC L.L.C.
ASBURY ST. LOUIS FSKR, L.L.C.
ASBURY ST. LOUIS LEX L.L.C.
ASBURY ST. LOUIS LR L.L.C.
ASBURY ST. LOUIS M, L.L.C.
ASBURY TAMPA MANAGEMENT L.L.C.
ASBURY TAMPA MANAGEMENT L.L.C., AS GENERAL
PARTNER OF
ASBURY AUTOMOTIVE BRANDON, L.P.,
TAMPA HUND, L.P.,
TAMPA KIA, L.P.,
TAMPA LM, L.P.,
TAMPA MIT, L.P.,
WMZ MOTORS, L.P. AND
WTY MOTORS, L.P.
ASBURY TEXAS D FSKR, L.L.C.
ASBURY TEXAS H FSKR, L.L.C.
ASBURY-DELAND IMPORTS, L.L.C.
ATLANTA REAL ESTATE HOLDINGS L.L.C.
BFP MOTORS L.L.C.
CAMCO FINANCE II L.L.C.
CK CHEVROLET L.L.C.
CK MOTORS LLC
COGGIN AUTOMOTIVE CORP.

COGGIN CARS L.L.C.
COGGIN CHEVROLET L.L.C.
CROWN ACURA/NISSAN, LLC
CROWN CHH L.L.C.
CROWN CHO L.L.C.
CROWN CHV L.L.C.
CROWN FDO L.L.C.
CROWN FFO HOLDINGS L.L.C.
CROWN FFO L.L.C.
CROWN GAC L.L.C.
CROWN GBM L.L.C.
CROWN GCA L.L.C.
CROWN GDO L.L.C.
CROWN GH0 L.L.C.
CROWN GNI L.L.C.
CROWN GPG L.L.C.
CROWN GVO L.L.C.
CROWN HONDA, LLC
CROWN MOTORCAR COMPANY L.L.C.
CROWN PBM L.L.C.
CROWN RIA L.L.C.
CROWN RIB L.L.C.
CROWN SJC L.L.C.
CROWN SNI L.L.C.
CSA IMPORTS L.L.C.
ESCUDE-NN L.L.C.
ESCUDE-NS L.L.C.
ESCUDE-T L.L.C.
FLORIDA AUTOMOTIVE SERVICES L.L.C.
HFP MOTORS L.L.C.
JC DEALER SYSTEMS, LLC
KP MOTORS L.L.C.
MCDAVID AUSTIN-ACRA, L.L.C.
MCDAVID FRISCO-HON, L.L.C.
MCDAVID GRANDE, L.L.C.
MCDAVID HOUSTON-HON, L.L.C.
MCDAVID HOUSTON-NISS, L.L.C.
MCDAVID IRVING-HON, L.L.C.
MCDAVID OUTFITTERS, L.L.C.
MCDAVID PLANO-ACRA, L.L.C.
MID-ATLANTIC AUTOMOTIVE SERVICES, L.L.C.
MISSISSIPPI AUTOMOTIVE SERVICES, L.L.C.
MISSOURI AUTOMOTIVE SERVICES, L.L.C.
NP FLM L.L.C.
NP MZD L.L.C.
NP VKW L.L.C.
PLANO LINCOLN-MERCURY, INC.
PRECISION COMPUTER SERVICES, INC.
PRECISION ENTERPRISES TAMPA, INC.
PRECISION INFINITI, INC.
PRECISION MOTORCARS, INC.
PRECISION NISSAN, INC.

PREMIER NSN L.L.C.
PREMIER PON L.L.C.
PRESTIGE BAY L.L.C.
PRESTIGE TOY L.L.C.
SOUTHERN ATLANTIC AUTOMOTIVE SERVICES,
L.L.C.
TEXAS AUTOMOTIVE SERVICES, L.L.C.
THOMASON AUTO CREDIT NORTHWEST, INC.
THOMASON DAM L.L.C.
THOMASON FRD L.L.C.
THOMASON HUND L.L.C.
THOMASON PONTIAC-GMC L.L.C.

By: /s/ CRAIG T. MONAGHAN
Name: Craig T. Monaghan
Title: Vice President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
/s/ * Michael S. Kearney	President, Chief Executive Officer and Director (principal executive officer)	
/s/ * Bryan C. Hanlon	Controller	
/s/ * Craig T. Monaghan	Director	
/s/ KEITH STYLE Keith Style	Vice President and Chief Financial Officer (principal financial officer)	July 15, 2011
*By: /s/ ELIZABETH B. CHANDLER Attorney-in-fact		July 15, 2011

Exhibit List

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- 23.5. Consent of Ernst & Young LLP*
- 23.6. Consent of Deloitte & Touche LLP*
- 24.1. Power of Attorney*
- 25.1. Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon under the Indenture*
- 99.1. Form of Letter of Transmittal*
- 99.2. Form of Notice of Guaranteed Delivery*
- 99.3. Form of Letter to DTC Participants*
- 99.4. Form of Letter to Clients*

* Previously filed

[Hill, Ward & Henderson, P.A. Letterhead]

July 15, 2011

Asbury Automotive Group, Inc.
2905 Premiere Parkway
Suite 300
Duluth, GA 30097

Ladies and Gentlemen:

We have acted as local Florida counsel to those entities listed on Schedule 1 to this letter (each a “Florida Guarantor” and collectively, the “Florida Guarantors”) in connection with the Registration Statement on Form S-4 filed by Asbury Automotive Group, Inc., a Delaware corporation (the “Company”) and the other registrants named therein with the Securities and Exchange Commission (the “Registration Statement”). The Registration Statement relates to the proposed issuance and exchange (the “Exchange Offer”) of up to \$200,000,000 aggregate principal amount of 8.375% Senior Subordinated Notes due 2020 of the Company (the “Exchange Notes”) for an equal principal amount of 8.375% Senior Subordinated Notes due 2020 of the Company outstanding on the date hereof (the “Original Notes”). The Original Notes have been, and the Exchange Notes will be, issued pursuant to an Indenture, dated as of November 16, 2010 (as amended, supplemented or otherwise modified, the “Indenture”), by and among the Company, the Florida Guarantors and the other guarantors signatory thereto (the “Other Guarantors” and, together with the Florida Guarantors, the “Guarantors”) and The Bank of New York Mellon, as trustee (the “Trustee”). The Original Notes are, and the Exchange Notes will be, guaranteed (each, a “Exchange Guarantee”) on a joint and several basis by the Guarantors.

Except as otherwise defined herein, terms used in this opinion letter but not otherwise defined herein are used as defined in the Indenture. This opinion letter is limited to the matters expressly stated herein and no opinions are to be inferred or may be implied beyond the opinions expressly so stated.

In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinions.

Further, in connection with issuing this opinion letter we have reviewed originals or copies of the following authorization documents:

- (1) the articles of incorporation, certificates of limited partnership, bylaws and limited partnership agreements, as applicable, of the Florida Guarantors attached as exhibits to the Certificates to Counsel;
- (2) copies of resolutions adopted by each Florida Guarantor’s board of directors or general partner, as applicable, attached as exhibits to the Certificates to Counsel (the “Authorizations”);
- (3) Certificates of Status of each Florida Guarantor, dated July 11, 2011, issued by the Florida Department of State; and
- (4) Certificates to Counsel from the Florida Guarantors, dated July 12, 2011 (the “Certificates to Counsel”).

We have, with your consent, assumed that certificates of public officials dated earlier than the date of this opinion letter remain accurate from such earlier dates through and including the opinion letter date. For purposes of this opinion letter, the term “Applicable Laws” means the Florida laws, rules and regulations that a Florida counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Florida Guarantors or the transaction documents with respect to the Exchange Offer (collectively, the “Documents”) to which this opinion letter relates, but excluding those areas of law that are expressly excluded from the scope of the opinions in this opinion letter.

In rendering the opinions set forth herein, we have relied, without investigation, on each of the following assumptions: (a) the legal capacity of each natural person to take all actions required of each such person in connection with the Exchange Offer; (b) the legal existence of each party to the Documents other than the Florida Guarantors; (c) the power of each party to the Documents other than the Florida Guarantors, to execute, deliver and perform the Documents executed and delivered by such party and to do each other act done or to be done by such party; (d) the authorization, execution and delivery by each party, other than the Florida Guarantors, of each Document executed and delivered or to be executed and delivered by such party; (e) the legality, validity, binding effect and enforceability as to each party, other than the Florida Guarantors, of each Document executed and delivered by such party or to be executed and delivered and of each other act done or to be done by such party; (f) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a copy and the authenticity of the original of each document received by us as a copy; and (f) the truthfulness of each statement as to all factual matters otherwise not known to us to be untruthful contained in any document encompassed within the diligence review undertaken by us.

Based upon and subject to the foregoing and to the assumptions, limitations and qualifications contained herein, we are of the opinion that:

1. Each Florida Guarantor is a corporation or limited partnership, as the case may be, and its corporate status or limited partnership status, as applicable, is active under the laws of the State of Florida.

2. As of the date of the Indenture, each Florida Guarantor had the corporate power or limited partnership power, as applicable, to enter into the Indenture and, as of the date hereof, each Florida Guarantor has the corporate power or limited partnership power, as applicable, to perform its respective obligations thereunder.

3. Each Florida Guarantor has authorized the execution, delivery and performance of the Indenture and the Exchange Guarantee to which it is a party by all necessary corporate action or limited partnership action, as applicable.

4. The execution and delivery of the Indenture by each Florida Guarantor and the performance by each Florida Guarantor of its obligations under the Indenture, including the Exchange Guarantee, to which it is a party do not (a) violate such Florida Guarantor’s Organizational Documents, or (b) violate any Applicable Law.

The foregoing opinions are subject to the following exceptions, qualifications and limitations:

Our opinion in paragraph 1 is based solely upon our review of certificates of status from the Florida Department of State with respect to each Florida Guarantor.

We do not express any opinion as to the laws of any jurisdiction other than the State of Florida. Further, all federal laws, rules and regulations are expressly excluded from the scope of this opinion letter.

Our opinions herein are being furnished in connection with the Exchange Offer pursuant to the Registration Statement. We hereby consent to the reliance by Jones Day upon the opinions expressed herein as to matters of Florida law for purposes of any opinions being delivered and filed as Exhibit 5.1 to the Registration Statement. We also hereby consent to the filing of this opinion as Exhibit 5.2 to the Registration Statement and the filing of this consent shall not be deemed an admission that this firm is an expert within the meaning of Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder. No one is entitled to rely on our opinions in any other context.

This opinion letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

Very truly yours,

HILL, WARD & HENDERSON, P.A.

SCHEDULE 1

FLORIDA GUARANTORS

Coggin Automotive Corp., a Florida corporation
Precision Computer Services, Inc., a Florida corporation
Precision Enterprises Tampa, Inc., a Florida corporation
Precision Infiniti, Inc., a Florida corporation
Precision Motorcars, Inc., a Florida corporation
Precision Nissan, Inc., a Florida corporation
Avenues Motors, Ltd., a Florida limited partnership
CFP Motors, Ltd., a Florida limited partnership
CH Motors, Ltd., a Florida limited partnership
CHO Partnership, Ltd., a Florida limited partnership
CN Motors, Ltd., a Florida limited partnership
C&O Properties, Ltd., a Florida limited partnership
CP-GMC Motors, Ltd., a Florida limited partnership

BROOKS, PIERCE, McLENDON, HUMPHREY & LEONARD, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

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L.P. McLENDON (1890-1968)
KENNETH M. BRIM (1898-1974)
C.T. LEONARD, JR. (1929-1983)
CLAUDE C. PIERCE (1913-1988)
THORNTON H. BROOKS (1912-1988)
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HUBERT HUMPHREY (1928-2003)

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ERIC D. JOHNSON
WES J. CAMDEN

July 15, 2011

Asbury Automotive Group, Inc.
2905 Premiere Parkway, NW, Suite 300
Duluth, Georgia 30097

Re: Registration Statement on Form S-4 Filed by Asbury Automotive Group, Inc. and the Guarantors (as defined below) Relating to the Exchange Offer (as defined below).

Ladies and Gentlemen:

We have acted as special local North Carolina counsel to Asbury Automotive Group, Inc., a Delaware corporation (the "Company"), with respect to its North Carolina subsidiaries, Crown Acura/Nissan, LLC and Crown Honda, LLC (the "North Carolina Subsidiaries"), in connection with the Registration Statement on Form S-4 to which this opinion has been filed as an exhibit (the "Registration Statement"). The Registration Statement relates to the proposed issuance and exchange (the "Exchange Offer") of up to \$200,000,000 aggregate principal amount of 8.375% Senior Subordinated Notes due 2020 of the Company (the "Exchange Notes") for an equal principal amount of 8.375% Senior Subordinated Notes due 2020 of the Company issued in November 2010 and outstanding on the date hereof (the "Original Notes"). The Original Notes have been, and the Exchange Notes will be, issued pursuant to an Indenture, dated as of November 16, 2010 (as amended, supplemented or otherwise modified, the "Indenture"), by and among the Company, the North Carolina Subsidiaries and the other guarantors signatory thereto (the "Other Guarantors") and, together with the North Carolina Subsidiaries, the "Guarantors") and The Bank of New York Mellon, as trustee (the "Trustee"). The Original Notes are, and the Exchange Notes will be, guaranteed (each, a "Subsidiary Guarantee"), on a joint and several basis by the Guarantors.

As special local North Carolina counsel to the Company with respect to its North Carolina Subsidiaries, we have examined such certificates and documents, and made such other inquiries, as we have deemed necessary or appropriate for purposes of the opinions set forth herein. We have reviewed copies of the following company documents:

- (a) Articles of Organization of Crown Acura/Nissan, LLC filed with the North Carolina Secretary of State on July 31, 1998 (the “Crown Acura Articles”);
- (b) Articles of Organization of Crown Honda, LLC filed with the North Carolina Secretary of State on July 31, 1998 (the “Crown Honda Articles”);
- (c) First Amended and Restated Limited Liability Company Agreement of Crown Acura/Nissan, LLC dated December 1, 2002 (the “Crown Acura Operating Agreement”, and collectively with the Crown Acura Articles and the Regulations (hereinafter defined), the “Crown Acura Organizational Documents”);
- (d) First Amended and Restated Limited Liability Company Agreement of Crown Honda, LLC dated December 1, 2002 (the “Crown Honda Operating Agreement”, and collectively with the Crown Honda Articles and the Regulations, the “Crown Honda Organizational Documents”);
- (e) Regulations of Asbury Automotive North Carolina L.L.C. and its Subsidiaries adopted as of December 1, 2002 (the “Regulations”);
- (f) Action Taken by Written Consent In Lieu of Meeting dated November 1, 2010 and executed by Asbury Automotive North Carolina Real Estate Holdings, L.L.C., the sole Member/Manager of each of the North Carolina Subsidiaries approving the Subsidiary Guarantee (the “November 2010 Written Consent”);
- (g) Certificate of Incumbency for Guarantors dated November 16, 2010 (the “Incumbency Certificate”);
- (h) Certificate of Existence dated July 14, 2011 issued by the North Carolina Secretary of State for Crown Acura/Nissan, LLC (the “Crown Acura Certificate of Existence”); and
- (i) Certificate of Existence dated July 14, 2011 issued by the North Carolina Secretary of State for Crown Honda, LLC (the “Crown Honda Certificate of Existence”).

As to all matters of fact set forth below, and all matters of fact which form the basis of any opinion set forth below, we have relied upon (1) certifications and letters provided by governmental or public officials, (2) certificates and statements of the officers and agents of the Company and the North Carolina Subsidiaries and (3) the representations and warranties of the Company and the North Carolina Subsidiaries which are set forth in the Registration Statement.

We have not attempted to independently verify any factual matters in connection with the giving of the opinions set forth below.

In giving the opinions set forth below, we have assumed the following facts that we do not know to be true:

A. All documents, certificates and instruments submitted to us as originals are authentic, and all documents, certificates and instruments submitted to us as certified or photostatic copies conform to the original documents, certificates and instruments which are themselves authentic.

B. We have not witnessed the execution or delivery of the Subsidiary Guarantee or any other document executed pursuant thereto by any party. Accordingly, we have assumed that the signatures of the persons executing such documents on behalf of each party thereto and acknowledging any signatures are genuine. Further, we have assumed that all natural persons signing documents submitted to us were at the time of signing legally competent to do so.

C. Any certificate, representation, other confirmation or other document on which we have relied that was given or dated on or prior to the date hereof continues to remain accurate, insofar as relevant to our opinions from such earlier date through and including the date of this letter.

D. All minutes, organizational documents and related records provided to us for examination are accurate and complete and have not been repealed, revoked, rescinded or amended in any respect, and each remains in full force and effect as of the date hereof. Specifically, we have assumed that the Crown Acura Organizational Documents and the Crown Honda Organizational Documents (collectively, the “Organizational Documents”) are the current organizational documents for the North Carolina Subsidiaries and that none of the Organizational Documents nor the November 2010 Written Consent has been amended, modified, altered or terminated in any fashion. We have assumed that the officers identified in the Incumbency Certificate were the officers of the North Carolina Subsidiaries and of their Member/Manager, Asbury Automotive North Carolina Real Estate Holdings L.L.C. at the time of the November 2010 Written Consent.

E. All certificates and approvals of public officials have been properly given and were accurate and complete when given and remain accurate and complete on the date of this letter.

F. The Trustee has authorized, executed and delivered the Indenture and the Indenture is the valid, binding and enforceable obligation of the Trustee.

Based upon the foregoing, and subject to the limitations and qualifications expressed

herein, we are of the opinion that:

1. Based solely upon the Crown Acura Certificate of Existence, Crown Acura/Nissan, LLC is a limited liability company in existence under the laws of the State of North Carolina. Based solely upon the Crown Honda Certificate of Existence, Crown Honda, LLC is a limited liability company in existence under the laws of the State of North Carolina.

2. Each of the North Carolina Subsidiaries has all requisite limited liability company power and authority to perform its obligations under the Indenture.

3. The execution and delivery by each of the North Carolina Subsidiaries, and the performance by it of its obligations under the Subsidiary Guarantee, have been duly authorized by all necessary limited liability company action on the part of such North Carolina Subsidiary.

4. The execution and delivery in November 2010 by each of the North Carolina Subsidiaries of the Subsidiary Guarantee did not, and the performance by such North Carolina Subsidiary of its obligations thereunder will not, violate (a) such North Carolina Subsidiary's Organizational Documents (other than performance under any indemnification provisions, as to which no opinion is rendered), or (b) applicable provisions of North Carolina statutory laws or regulations.

All the opinions set forth in this letter are expressly limited and qualified as follows:

a. The opinions expressed herein are limited to matters of North Carolina law. No opinion is expressed as to any issue that is governed by the laws of any other jurisdiction.

b. Our opinions are limited to the matters expressly stated herein, and no opinion may be inferred or implied beyond the matters expressly stated.

c. Our opinions herein are being furnished in connection with the Exchange Offer pursuant to the Registration Statement. We hereby consent to the reliance by Jones Day upon the opinions expressed herein for purposes of any opinions being delivered and filed as Exhibit 5.1 to the Registration Statement. We also hereby consent to the filing of this opinion as Exhibit 5.3 to the Registration Statement and the filing of this consent shall not be deemed an admission that this firm is an expert within the meaning of Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder. No one is entitled to rely on our opinions in any other context.

d. This letter and our opinions herein are limited to matters in existence as of the date hereof, and we undertake no responsibility to revise or supplement this letter or such opinions to reflect any subsequent change in the laws or facts.

e. We express no opinion as to the enforceability of any provisions in the Subsidiary Guarantee or any other document. Further, we are not expressing any opinion with respect to the accuracy or completeness of any representation or warranty made by any party therein.

f. Except to the extent expressly stated herein, we have not undertaken any independent investigation or inquiry to determine the existence or absence of any facts, and no inference as to our knowledge of the existence or absence of facts should be drawn from the fact of our representation as special North Carolina counsel to the Company with respect to the North Carolina Subsidiaries in connection with the Subsidiary Guarantee.

g. The opinions set forth above represent our professional judgment as to the matters described; they are not binding on any court or tribunal or other person or entity; and they do not represent any guarantee of any particular facts, circumstances or results.

Very truly yours,

BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, L.L.P.

By: /s/ Elizabeth S. Brewington
Elizabeth S. Brewington

ESB/llh

July 15, 2011

Asbury Automotive Group, Inc.
2905 Premiere Parkway, NW, Suite 300
Duluth, Georgia 30097

Re: Registration Statement on Form S-4 Filed by Asbury Automotive Group, Inc. and the Guarantors (as defined below) Relating to the Exchange Offer (as defined below)

Ladies and Gentlemen:

We have acted as Oregon local counsel to Thomason Auto Credit Northwest, Inc., an Oregon corporation (the “**Company**”), the Oregon subsidiary of Asbury Automotive Group, Inc. (“**Parent**”), in connection with the Registration Statement on Form S-4 to which this opinion has been filed as an exhibit (the “**Registration Statement**”). The Registration Statement relates to the proposed issuance and exchange (the “**Exchange Offer**”) of up to \$200,000,000 aggregate principal amount of 8.375% Senior Subordinated Notes due 2020 of Parent (the “**Exchange Notes**”) for an equal principal amount of 8.375% Senior Subordinated Notes due 2020 of Parent outstanding on the date hereof (the “**Original Notes**”). The Original Notes have been, and the Exchange Notes will be, issued pursuant to an Indenture, dated as of November 16, 2010 (as amended, supplemented or otherwise modified, the “**Indenture**”), by and among Parent, the Company and the other guarantors signatory thereto (the “**Other Guarantors**” and, together with the Company, the “**Guarantors**”), and The Bank of New York Mellon, as trustee (the “**Trustee**”). The Original Notes are, and the Exchange Notes will be, guaranteed (each, a “**Subsidiary Guarantee**”) on a joint and several basis by the Guarantors.

In rendering the opinions set forth in this opinion letter, we have examined the following documents:

- a. the Articles of Incorporation of the Company dated June 28, 1993, as amended and in effect as of the date hereof;
- b. the Bylaws of the Company, as amended and in effect as of the date hereof;
- c. the Action Taken by Written Consent In Lieu of Meeting dated November 1, 2010, executed by the board of directors of the Company, approving

the filing of the Registration Statement, the consummation of the Exchange Offer and the execution and delivery of the Subsidiary Guarantee; and

d. a Certificate of Existence issued by the Oregon Secretary of State dated July 14, 2011, in respect of the Company (the "Certificate of Existence").

In addition to the foregoing, we have examined the originals, or copies identified to our satisfaction, of the corporate records of the Company, certificates of public officials, certificates of the Secretary or other authorized officers of the Company, and the other agreements, instruments, and documents we deemed necessary as the basis for the opinions expressed below.

As to all matters of fact which form the basis of any opinion set forth in this opinion letter, we have relied without investigation or analysis upon the truth and accuracy of: (a) the representations and warranties of the Company and Parent which are set forth in the Registration Statement; and (b) the certifications and statements of the officers and agents of the Company and the certifications and statements of any governmental or public officials in any certificates provided to us. Except to the extent expressly stated herein, we have not undertaken any independent investigation or inquiry to determine the existence or absence of any facts, and no inference as to our knowledge of the existence or absence of facts should be drawn from the fact of our representation as Oregon local counsel to the Company in connection with the Registration Statement.

In giving the opinions set forth below, we have further relied, without investigation or analysis, on each of the following assumptions:

(a) The authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified or conformed copies or as facsimile transmissions;

(b) The genuineness of all signatures on the Indenture, the Subsidiary Guarantee, and any other documents executed pursuant thereto, and that all natural persons signing any such documents were, at the time of signing, legally competent to do so;

(c) The accuracy and completeness of all information provided, in written form or by electronic transmission, to us by offices of public record at the time given and as of the date of this opinion letter;

(d) With respect to all parties to the transactions contemplated by the Indenture other than the Company: (i) the due and valid authorization, execution and delivery of all documents delivered by such party as the legal, valid and binding obligations of such party; (ii) the legal and valid existence of such party under the laws of the jurisdiction in which it is incorporated or organized; (iii) the compliance by such party with all other legal requirements pertaining to its

status as such status relates to its rights to enforce the documents to which it is a party; and (iv) the compliance by such party with all applicable laws, rules and regulations governing the conduct of its business as related to the transactions contemplated by the Registration Statement; and

(e) Any certificate, representation other confirmation or other document upon which we have relied that was given or dated on or prior to the date of this opinion letter continues to remain accurate from such earlier date through and including the date of this opinion letter insofar as it relates to the opinions expressed herein.

Based on the foregoing examinations and assumptions, and subject to the qualifications, limitations and exclusions stated below in this opinion letter, we are of the opinion that:

1. Based solely upon the Certificate of Existence, the Company is a corporation validly existing under the laws of the State of Oregon.
2. The Company has all requisite corporate power and corporate authority to perform its obligations under the Indenture.
3. The execution and delivery by the Company, and the performance by the Company of its obligations under, the Subsidiary Guarantee have been duly authorized by all necessary corporate action of the Company.
4. The execution and delivery by the Company of the Subsidiary Guarantee, and the performance by the Company of its obligations thereunder, do not violate (a) the provisions of the Company's articles of incorporation or bylaws, or (b) applicable provisions of Oregon statutory laws or regulations.

All of the opinions set forth in this opinion letter are expressly limited and qualified as follows:

A. We are qualified to practice law in the State of Oregon, and we do not express any opinions in this letter concerning any issue that is governed by the laws of any other jurisdiction. Further, all federal laws, rules and regulations are expressly excluded from the scope of this opinion letter.

B. This opinion is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed herein. Our opinion is limited to the matters expressly stated herein, and no other opinions may be implied or inferred.

Our opinions herein are being furnished to you in connection with the Exchange Offer pursuant to the Registration Statement. We hereby consent to the reliance by Jones Day upon the opinions expressed herein for purposes of any opinions being delivered and filed as Exhibit 5.1 to the Registration Statement. We also hereby consent to the filing of this opinion as Exhibit 5.4 to the Registration Statement and the filing of this consent shall not be deemed an admission that this firm is an expert within the meaning of Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder. No one is entitled to rely on our opinions in any other context.

This opinion letter and the opinions contained herein are as of the date set forth above, and we do not undertake to advise you of matters that may come to our attention subsequent to the date hereof and that may affect our legal opinions expressed herein.

Very truly yours,

STOEL RIVES LLP