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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 DEC 9 7:58 AM FEE 15.00 DEP MT  
REC'D FOR LOWE FELL & SKOGG LLC

SW-36-2N-1W

Prepared by and return to:  
Curtis L. Clay, Esq.  
Lowe, Fell & Skogg, LLC  
370 17th Street, Suite 4900  
Denver, Colorado 80202  
720-359-8200

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into the 1st day of September, 2003 (the "Effective Date"), between C, S & F PROPERTIES, a Utah general partnership ("Landlord"), whose address is 1530 South 500 West, Salt Lake City, Utah 84115, Attention: Dorothy C. Pleshe, and ARGONAUT HOLDINGS, INC., a Delaware corporation ("Tenant"), whose address is c/o Worldwide Real Estate, 200 Renaissance Center, Mail Code: 482-B38-C96, P. O. Box 200, Detroit, Michigan 48265-2000, Attention: Director of Real Estate.

**RECITALS**

- A. Landlord owns a fee simple interest in the real property located at 957 North 400 East, North Salt Lake, Utah 84054, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. Pursuant to a Prime Lease dated as of the date hereof (the "Lease"), Landlord leased the Property to Tenant.
- C. Landlord and Tenant desire to provide record evidence of Tenant's leasehold interest in the Property and to place of record certain terms and conditions of the Lease.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. Lease. Landlord hereby leases the Property unto Tenant, and Tenant hereby accepts such lease of the Property, to have and to hold the same for the term set forth below, upon the terms and conditions contained in the Lease.

2. Term. The term of the Lease shall be (unless terminated earlier as provided in the Lease) the period commencing on September 1, 2003, and continuing through August 31, 2028.

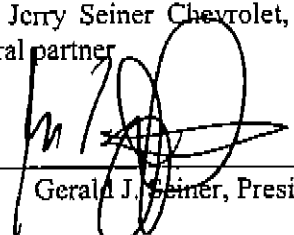
3. Other Provisions. In addition to the provisions contained in this Memorandum, the Lease contains other terms, covenants, conditions and provisions. This Memorandum does not alter, amend, modify or change the Lease in any respect and is executed by the parties hereto for the purpose of recordation in the real property records of Davis County, Utah, to give notice of, and to confirm, the Lease and all of its terms to the same extent as if all provisions of the Lease were fully set forth herein. In the event of any conflict between the provisions of this Memorandum and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first set forth above.

**LANDLORD:**


C, S & F PROPERTIES, a Utah general partnership

By: Jerry Seiner Chevrolet, Inc., a Utah corporation,  
general partner

By:   
Gerald J. Seiner, President

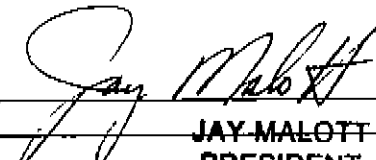
and

By: G.O.K. Properties, L.C., a Utah limited liability  
company, general partner


By:   
Sharon H. Seiner, Manager

**TENANT:**

ARGONAUT HOLDINGS, INC., a Delaware  
corporation

By:   
Name: JAY MALOTT  
Title: PRESIDENT

EXECUTION RECOMMENDED  
WORLDWIDE REAL ESTATE

BY 

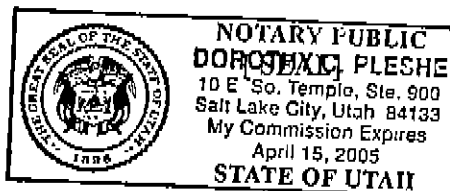
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

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On the 20th day of October, 2003, personally appeared before me Gerald J. Seiner who being by me duly sworn did say, for himself, that he, the said President of Jerry Seiner Chevrolet, Inc., a Utah corporation, and general partner of C, S & F Properties, by authority of the partnership agreement duly acknowledged to me that said partnership executed the same.

Dorothy C. Pleshe  
Print Name: DOROTHY C. PLESHE  
Notary Public

My Commission Expires: APR 15 2005

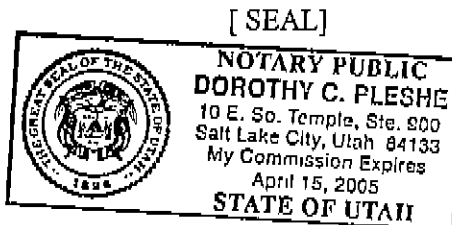


STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 20th day of October, 2003, personally appeared before me Sharon H. Seiner who being by me duly sworn did say, for herself, that she, the said Manager of G.O.K. Properties L.C., a Utah limited liability company, and general partner of C, S & F Properties, by authority of the partnership agreement duly acknowledged to me that said partnership executed the same.

Dorothy C. Pleshe  
Print Name: DOROTHY C. PLESHE  
Notary Public

My Commission Expires: April 15 2005



STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

On the 3rd day of November, 2003, personally appeared before me Jay Malott who being by me duly sworn did say, for himself/herself that he/she, the said President of Argonaut Holdings, Inc., a Delaware corporation by authority of a resolution of its board of directors and duly acknowledged to me that said corporation executed the same

Sharon E. Boon  
Print Name: SHARON E. BOON  
Notary Public

My Commission Expires: 12/17/2006

[SEAL]

SHARON E. BOON  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Dec 17, 2003

## Legal Description of Property

Land situated in the County of Davis, State of Utah

Part of the Southwest Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of 400 East Street, as shown on the Utah Department of Transportation Right of Way plans for Interstate 15, Project No. I-15-7 (4) 309, Sheet No. 7, Revised 3-26-91, which point lies 251.52 feet West to said Westerly right of way line and 651.67 feet North along said line to the intersection with the North line of that certain parcel described in Davis County Record of Survey NO. 001817 and 252.64 feet North along said Westerly right of way line from the location referenced by the Davis County Surveyor as the South Quarter Corner of said Section 36 (basis of bearings being North 00°09'11" West 2737.41 feet between the location referenced by the Davis County Surveyor's Office as the South Quarter Corner and the Davis County Survey monument found marking the center quarter corner of said Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian), and running thence West 468.86 feet to the Easterly right of way line of Interstate 15; thence North 34°07'00" East 4.74 feet along said line to a Utah Department of Transportation highway right of way monument which is 120.00 feet perpendicularly distant Southwesterly from Interstate 15 project Station 146+33.27, according to said right of way plans, and the point of curvature with a 1577.28 foot radius curve to the right; thence Northeasterly 378.29 feet along said right of way line and the arc of said curve through a central angle of 13°44'30" (chord bears North 40°59'15" East 377.38 feet) to a tangent line; thence East 232.44 feet to said Westerly right of way line of 400 East Street and a point of non-tangency with a 333.00 foot radius curve to the left (radius point bears South 73°28'32" East); thence Southerly 96.04 feet along said line and the arc of said curve through a central angle of 16°31'28" (chord bears South 08°15'44" West 95.71 feet); thence South 00°00'00" East 194.08 feet along said line to the point of beginning.

*The following is shown for informational purposes only: Tax Parcel No. PT 06-094-0033* ✓  
Also known as 957 North 400 East, North Salt Lake, Utah 84054  
\*\*\*\*\*

The above parcel is located within the following recorded Legal Description:

Beginning on West line of a street (400 East Street North Salt Lake) at a point which is 256.50 feet West and North 829.20 feet along West line of said Strip from South 1/4 corner of Section 36, Township 2 North, Range 1 West; Salt Lake Meridian: Thence West 505 feet, more or less, to Easterly No access line of I-15; thence North 34°03' East 94.32 feet along said no access line to a State Road monument and a part of Tangency with a curve to the right; thence along said curve for an arc distance of 366 feet, more or less, (chord bears North 40°35'05" East 365.87 feet) to a State Road monument; thence continuing along the no access line North 49°24'25" East 308.20 feet; thence South 0°22'40" West 197.90 feet to a State Road monument and Westerly Right of way line of said I-15 off ramp; thence West 8.96 feet to West line of 400 East strip; thence South 358.28 feet along said West line to point of beginning.