

Prepared by and return to:

General Motors LLC
Legal Staff
Mail Code: 482-C25-A68
Detroit, Michigan 48265
Attention: Brett Bean, Esq.
Parcel # 06-094-0034

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "**Amendment**") is made effective as of this 27 day of June, 2020 (the "**Effective Date**"), by and between C, S & F PROPERTIES, a Utah general partnership ("**Landlord**"), and ARGONAUT HOLDINGS LLC, a Delaware limited liability company ("**Tenant**").

BACKGROUND STATEMENTS

A. Landlord and Tenant are parties to that certain Memorandum of Lease dated September 1, 2003, and recorded on December 9, 2003, as Entry No. 1939162 in Book 3432, Page 166 of the official records of the Davis County Recorder (the "**Memorandum**").

B. At Landlord's request, Landlord and Tenant have agreed to amend the Memorandum as more particularly set forth below.

AGREEMENT

In consideration of the above background statements and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Background Statements.** The Background Statements above are true and are incorporated into the body of this Agreement.
2. **Defined Terms.** All capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Memorandum.
3. **Amendment.** As of the Effective Date, the Memorandum is amended such that Exhibit A to the Memorandum is deleted in its entirety and replaced with **Exhibit A** to this Amendment.
4. **Counterparts.** This Amendment may be executed in counterpart signatures, each of which shall be deemed an original and, when compiled, deemed to constitute a single document.
5. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. **Full Force and Effect.** The parties acknowledge and agree that, except as expressly provided in this Amendment, the Memorandum shall remain unmodified and in full force and effect. In the event of any conflict between the Memorandum and this Amendment, the terms and conditions of this Amendment shall control. Additionally, the Memorandum, as referenced in any other document that the parties have executed, shall mean the Memorandum as amended by this Amendment.

7. **Entire Agreement.** The Memorandum, as amended by this Amendment, contains and constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained herein. All prior understandings, terms or conditions with respect to the matters addressed herein are deemed merged into this Amendment.

[Signature page follows.]

The parties have executed this Amendment to be effective as of the Effective Date.

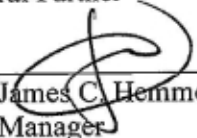
LANDLORD:

C, S & F PROPERTIES,
a Utah general partnership,
By the General Partners

By: Jerry Seiner Chevrolet, Inc.,
its General Partner

By: 
Name: James C. Hemmersmeier
Its: President

By: G.O.K. Properties, L.C.,
its General Partner

By: 
Name: James C. Hemmersmeier
Its: Manager

TENANT:

ARGONAUT HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Acknowledgments follow.]

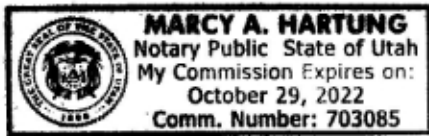
STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, State of Michigan, this ___ day of _____, 20__, by _____, as _____ of Argonaut Holdings LLC, a Delaware limited liability company, on behalf of said company.

Print Name: _____
Notary Public, State of _____
County of _____
Acting in _____ County _____
My Commission Expires: _____

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

On June 26, 2020, James C. Hemmersmeier, whose identity is known by me or proven upon satisfactory documentation and who is the President of Jerry Seiner Chevrolet, Inc., and also the Manager of G.O.K. Properties, LC, who are the General Partners of C, S & F Properties, a Utah General Partnership, and James C. Hemmersmeier acknowledged that he has read, understands, and signs this document for the purposes stated herein.



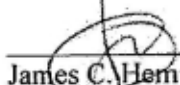
Marcy A Hartung
NOTARY PUBLIC

The parties have executed this Amendment to be effective as of the Effective Date.

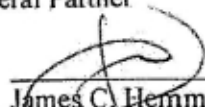
LANDLORD:

C, S & F PROPERTIES,
a Utah general partnership,
By the General Partners

By: Jerry Seiner Chevrolet, Inc.,
its General Partner

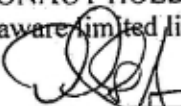
By: 
Name: James C. Hemmersmeier
Its: President

By: G.O.K. Properties, L.C.,
its General Partner

By: 
Name: James C. Hemmersmeier
Its: Manager

TENANT:

ARGONAUT HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: David G. Spencer
Title: President

*Execution Recommended
By Fred Zehnder*

[Acknowledgments follow.]

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me in Wayne County, State of Michigan, this 27th day of June, 2020 by David G. Spencer, as President of Argonaut Holdings LLC, a Delaware limited liability company, on behalf of said company.


Kathleen M. Rentenbach

Print Name: _____
Notary Public, State of _____
County of _____
Acting in _____ County _____
My Commission Expires: _____

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2021
ACTING IN COUNTY OF Wayne

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

On June 26, 2020, James C. Hemmersmeier, whose identity is known by me or proven upon satisfactory documentation and who is the President of Jerry Seiner Chevrolet, Inc., and also the Manager of G.O.K. Properties, LC, who are the General Partners of C, S & F Properties, a Utah General Partnership, and James C. Hemmersmeier acknowledged that he has read, understands, and signs this document for the purposes stated herein.

 **MARCY A. HARTUNG**
Notary Public State of Utah
My Commission Expires on:
October 29, 2022
Comm. Number: 703085

Marcy A Hartung
NOTARY PUBLIC

Exhibit A

Legal Description of the Property

A Parcel of land being a part of two (2) entire tracts of land described as Parcel 1 and 2 in that Special Warranty Deed recorded November 1, 2002 as Entry No. 1800858 in Book 3159, at Page 515 in the Office of the Davis County Recorder and located in the Southwest Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian. Said entire tract of land is described as follows:

Beginning at the intersection of an Easterly extension of existing face of curb and a Westerly right-of-way line of 400 East Street (36.0' foot half width), which is 2718.86 feet North $89^{\circ}46'05''$ West, and 255.10 feet North $89^{\circ}37'53''$ West and 869.64 feet North $00^{\circ}20'11''$ East from the Southeast corner of said Section 36; thence Westerly along said extension and face of curb the following two (2) courses: 1) North $88^{\circ}58'43''$ West 141.74 feet; 2) South $46^{\circ}02'25''$ West 43.63 feet to the Northerly side of an existing retaining wall; thence North $89^{\circ}32'44''$ West 277.64 feet along said existing retaining wall to an existing top back curb; thence Westerly along said existing top back curb the following two (2) courses: 1) South $54^{\circ}42'11''$ West 19.70 feet; 2) North $89^{\circ}13'27''$ West 48.75 feet to the Easterly right-of-way line of Interstate - 15 per Project No.: I-15-7(4)309, Sheet No. 7, Revised 3-26-9; thence along said Easterly right-of-way line of Interstate - 15 the following three (3) courses: 1) North $34^{\circ}25'07''$ East 92.99 feet (Record - North $34^{\circ}03'$ East 94.32 feet) to an existing UDOT right-of-way marker and a point of tangency with a 1577.28 - foot radius curve to the right, concave Southeasterly; 2) Northeasterly 378.29 feet (Record = 366 feet) along the arc of said curve; through a central angle of $13^{\circ}44'30''$ (Chord bears North $41^{\circ}17'22''$ East 377.38 feet); 3) North $49^{\circ}46'32''$ East 288.13 feet (Record = North $49^{\circ}24'25''$ East 308.20 feet); thence South $0^{\circ}20'11''$ West 200.14 feet (Record = South $0^{\circ}22'40''$ West 197.90 feet) to said Westerly right-of-way line of 400 East Street (36.0' foot half width) and a point of non-tangency with a 211.00 foot radius curve to the left, concave Easterly (Radius point bears = South $79^{\circ}59'25''$ East); thence along the Westerly right-of-way line of 400 East Street the following two (2) courses: 1) Southerly 35.62 feet along the arc of said curve and right-of-way, through a central angle of $09^{\circ}40'24''$ (Chord bears South $05^{\circ}10'23''$ West 35.58 feet); 2) South $00^{\circ}20'11''$ West (Record = South $0^{\circ}22'40''$ West) 274.49 feet to the point of beginning.

Basis of Bearing is North $69^{\circ}17'01''$ East between the Southeast corner and a Davis County reference monument to said Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian.

Parcel No.: **06-094-0033**