

Tax ID # [REDACTED]
Mail To: 06-094-0033
General Motors LLC
Legal Staff
Mail Code: 482-C25-A68
Detroit, MI 48265
Att: Brett Bean, ESQ.

3266425
BK 7545 PG 4069

E 3266425 B 7545 P 4069-4078
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/30/2020 4:02:00 PM
FEE \$40.00 Pgs: 10
DEP eCASH REC'D FOR BACKMAN TITLE SERV

FIRST AMENDMENT TO DEALERSHIP SUBLEASE

THIS FIRST AMENDMENT TO DEALERSHIP SUBLEASE (this "Amendment") is made effective as of this 27 day of June, 2020 (the "Effective Date"), by and between ARGONAUT HOLDINGS LLC, a Delaware limited liability company ("Landlord"), and JERRY SEINER BUICK GMC, INC., a Utah corporation ("Tenant").

BACKGROUND STATEMENTS

A. Landlord and Tenant are parties to that certain Dealership Sublease dated September 1, 2003 (the "Lease"), pursuant to which Landlord subleases to Tenant certain premises located at 957 North 400 East in North Salt Lake, Utah (the "Premises"), as set forth in more detail in the Lease.

B. Prime Landlord C, S & F PROPERTIES, a Utah general partnership, of the Prime Lease dated September 1, 2003 by and between C, S & F PROPERTIES, as Landlord, and ARGONAUT HOLDINGS LLC, a Delaware limited liability company, as Tenant, has adjusted the lot line (the "Adjustment") between the Premises and certain property contiguous with the southern boundary of the Premises, which property is also owned by Prime Landlord and commonly known as 955 North 400 East in North Salt Lake, Utah. Simultaneous with signing this First Amendment, C, S & F PROPERTIES and ARGONAUT HOLDINGS LLC have entered into the First Amendment to Prime Lease as well as the First Amendment to Memorandum of Lease reflecting the Adjustment in each document.

C. Concurrent with this Amendment, Prime Landlord and Tenant are entering into that certain First Amendment to Prime Lease (the "Prime Lease Amendment"), a copy of which is attached hereto as **Exhibit A**, to, among other things, change the legal description of the Land (as defined in the Prime Lease) to account for the Adjustment.

D. At the request of Tenant, which is an Affiliate of Prime Landlord, Landlord and Tenant have agreed to amend the Lease to memorialize the Adjustment, upon the terms and conditions contained herein.

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 Lease.
3. **Amendment.** As of the Effective Date, the Lease is amended such that the term "Premises" shall mean have the same meaning given to such term in the Prime Lease, as amended by the Prime Lease Amendment.
4. **Liability.** Notwithstanding any provision of the Lease to the contrary, (A) Tenant shall indemnify, defend, and hold Landlord (and anyone claiming under Landlord) and the Landlord Affiliates harmless from and against any loss, damage, claim, proceeding, suit, action, cause of action, cost (including reasonable attorneys' fees and disbursements), and other liability of any kind arising from or related to the Adjustment (collectively, the "Adjustment Liabilities"), and (B) Tenant, for itself and the Tenant

Affiliates and any party claiming under any of the foregoing, releases Landlord and the Landlord Affiliates from, and covenants not to sue them for, the Adjustment Liabilities. The terms and conditions of this Section shall survive the expiration or earlier termination of the Lease.

5. **Notices.** Notices to Landlord under the Lease shall be delivered to the following address:

General Motors LLC
Mail Code 482-A16-D71
100 Renaissance Center
Detroit, MI 48265
Attention: Manager – Strategic Network Analysis

with a copy to:

Argonaut Holdings LLC
Retail Real Estate
Mail Code 482-C19-GRE
300 Renaissance Center
Detroit, MI 48265
Attention: President

with a copy to:

General Motors LLC
GM Legal Staff
Mail Code 482-C25-A68
300 Renaissance Center
Detroit, MI 48265
Attention: Real Estate Counsel

6. **Counterparts.** This Amendment may be executed in counterpart signatures, original or electronic, each of which shall be deemed an original and, when compiled, deemed to constitute a single document. Executed copies may be delivered electronically (via facsimile or email for .pdf) and, upon receipt, shall be deemed originals and binding upon the parties.

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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


9. **Entire Agreement.** The Lease, 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.

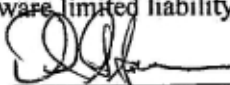
TENANT:

JERRY SEINER BUICK GMC, INC.,
a Utah corporation partnership

By: 
Name: _____
James C. Hemmersmeier
Title: _____
President

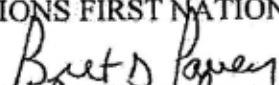
LANDLORD:

ARGONAUT HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: _____
DAVID G. SPENCER
Title: _____
President

*Execution Recommended
by Fred Zehnder*


CONSENTED TO BY:
ZIONS BANCORPORATION, N.A.
DBA ZIONS FIRST NATIONAL BANK

By: 
Name: _____
Bret D. Pusey
Title: _____
Vice President

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

TENANT:

JERRY SEINER BUICK GMC, INC.,
a Utah corporation partnership

By: 
Name: _____
James C. Hemmersmeier
Title: _____
President

LANDLORD:

ARGONAUT HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CONSENTED TO BY:
ZIONS BANCORPORATION, N.A.
DBA ZIONS FIRST NATIONAL BANK

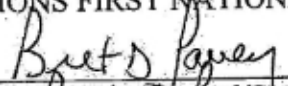
By: 
Name: Bret D. Passey
Title: Vice President

Exhibit A

Copy of the Prime Lease Amendment

[See attached.]

FIRST AMENDMENT TO PRIME LEASE

THIS FIRST AMENDMENT TO PRIME 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 Prime Lease dated September 1, 2003 (the "Lease"), pursuant to which Landlord leased to Tenant certain premises located at 957 North 400 East in North Salt Lake, Utah (the "Premises"), as set forth in more detail in the Lease.

B. Landlord has adjusted the lot line (the "Adjustment") between the Premises and certain property contiguous with the southern boundary of the Premises, which property is also owned by Landlord and commonly known as 955 North 400 East in North Salt Lake, Utah.

C. At Landlord's request, Landlord and Tenant have agreed to amend the Lease to change the legal description of the Land to account for the Adjustment, upon the terms and conditions contained herein.

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 Lease.

3. **Amendment.** As of the Effective Date, the Lease is amended such that Exhibit A to the Lease is deleted in its entirety and replaced with Exhibit A to this Amendment.

4. **Liability.** Notwithstanding any provision of the Lease to the contrary, (A) Landlord shall indemnify, defend, and hold Tenant (and anyone claiming under Tenant) and the Tenant Affiliates harmless from and against any loss, damage, claim, proceeding, suit, action, cause of action, cost (including reasonable attorneys' fees and disbursements), and other liability of any kind arising from or related to the Adjustment (collectively, the "Adjustment Liabilities"), and (B) Landlord, for itself and the Landlord Affiliates and any party claiming under any of the foregoing, releases Tenant and the Tenant Affiliates from, and covenants not to sue them for, the Adjustment Liabilities. The terms and conditions of this Section shall survive the expiration or earlier termination of the Lease.

5. **Notices.** Notices to Tenant under the Lease shall be delivered to the following address:

General Motors LLC
Mail Code 482-A16-D71
100 Renaissance Center
Detroit, MI 48265
Attention: Manager - Strategic Network Analysis

with a copy to:

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Retail Real Estate
Mail Code 482-C19-GRE
300 Renaissance Center
Detroit, MI 48265
Attention: President

with a copy to:

General Motors LLC
GM Legal Staff
Mail Code 482-C25-A68
300 Renaissance Center
Detroit, MI 48265
Attention: Real Estate Counsel

6. **Counterparts.** This Amendment may be executed in counterpart signatures, original or electronic; each of which shall be deemed an original and, when compiled, deemed to constitute a single document. Executed copies may be delivered electronically (via facsimile or email for .pdf) and, upon receipt, shall be deemed originals and binding upon the parties.

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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

9. **Entire Agreement.** The Lease, 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: _____

CONSENTED TO BY:
ZIONS BANCORPORATION, N.A.
DBA ZIONS FIRST NATIONAL BANK

By: Bret D. Passey
Name: Bret D. Passey
Title: Vice President

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

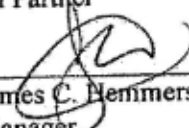
LANDLORD:

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

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

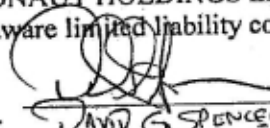
By: 
Name: James C. Hemmersmeier
Its: President

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*

CONSENTED TO BY:
ZIONS BANCORPORATION, N.A.
DBA ZIONS FIRST NATIONAL BANK

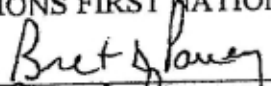
By: 
Name: Bret D. Passey
Title: Vice President

Exhibit A

Legal Description of the Land

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