



Cadillac

MOTOR CAR DIVISION GENERAL MOTORS CORPORATION

October 4, 1989

PERSONAL & CONFIDENTIAL

Mr. Donald R. Signer
Don Signer Buick, Inc.
38623 Fremont Blvd.
Fremont, CA 94539

Certified, Return
Receipt Requested

Dear Mr. Signer:

This is in reference to your application for a Cadillac Motor Car Division Dealer Sales and Service Agreement in Fremont, California. So that you may finalize your plans for dealership facilities and other operating requirements, you are hereby assured that Cadillac Motor Car Division (hereafter referred to as Cadillac) will, at the appropriate time, offer its Cadillac Dealer Sales and Service Agreement to a dealership company designated by you, subject to the following provisions, conditions and understandings:

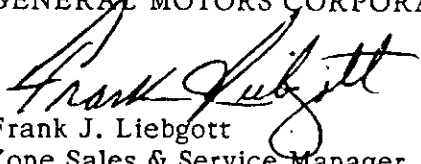
- (1) You will provide Dealership premises satisfactory to the Buick and Cadillac franchises held by your firm, with facility construction at the Fremont Auto Mall at Interstate I-880 and Durham Road to commence by June 1, 1990 and with a completion date to be no later than December 31, 1990. Buick Motor Division, which maintains Business Management Contact Responsibility for your dealership, will advise you of General Motors facility requirements which are to include separate Cadillac sales and showroom provisions in keeping with a 540 Planning Potential for Cadillac motor vehicles.
- (2) It is understood that this facility will be devoted exclusively to General Motors products and that you will divest yourself of any non-General Motors franchises held. *MR. SIGNER MAY OPERATE A SAAB-SUBARU DEALERSHIP AT ANOTHER LOCATION - 10-16-89*
- (3) Your dealership firm continues to be in compliance with the provisions of its current General Motors Dealer Sales and Service Agreement with Buick.
- (4) Cadillac assumes no responsibility or liability for any obligations or liabilities incurred by you, the Dealer entity and/or any other persons, which arise out of or are in connection with your compliance with the conditions stated herein. Further, you and/or your firm will obtain all of the necessary approvals and licenses from applicable state and local governmental agencies to operate the proposed Dealer entity.
- (5) It is further understood and agreed that Cadillac shall not be responsible or liable for the consequences of delay or prohibition in the execution of its Dealer Sales and Service Agreement as contemplated by this letter should such delay or prohibition be imposed by intervening actions of others, such as regulatory governmental agencies or courts of law.
- (6) This letter supersedes any previous correspondence between the parties. There are no other agreements or understandings, either oral or written, between you and Cadillac, through its representatives, relating to your application for a Cadillac Dealer Sales and Service Agreement in Fremont, California.

- (7) It is also understood that you will provide a separation between Buick and Cadillac in the following areas of dealership operations:
- Service lanes and service writers.
 - Signs and displays.
 - Showrooms.
 - Sales management and staffs.
- (8) Cadillac shall be released and discharged from any and all obligations relating to this "Letter of Intent" --
- a) In the event construction at the Fremont Auto Mall at Interstate I-880 and Durham Road has not commenced by June 1, 1990; or
 - b) In the event your proposed Dealer entity is not in position to comply with the operating requirements of the Cadillac Dealer Sales and Service Agreement by December 31, 1990.

This proposal on the part of Cadillac will remain open for your acceptance for a period of 20 days from the date of this letter at which time it will automatically expire without any notice on our part. Should you wish to accept this "Letter of Intent" from Cadillac, please so indicate by signing the attached duplicate of this letter and returning it to us.

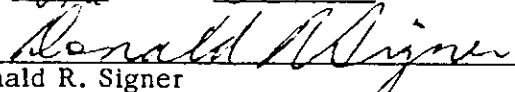
Very truly yours,

Cadillac Motor Car Division
GENERAL MOTORS CORPORATION


Frank J. Liebgott
Zone Sales & Service Manager
Northwest Zone

Acknowledged and Accepted

this 16th day of Oct., 1989


Donald R. Signer