



Cadillac

MOTOR CAR DIVISION GENERAL MOTORS CORPORATION

June 13, 1990

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

Gentlemen:

Cadillac Motor Car Division offers you a Dealer Sales and Service Agreement for your dealership company in Fremont, California with the following provisions, conditions and understanding:

1. The premises currently utilized for the sale and service of products of Buick Motor Division, at 38623 Fremont Blvd., Fremont, California are not acceptable on a permanent basis for dual representation of Cadillac products. However, Cadillac is willing to permit temporary representation of its products from this location in reliance upon your commitment to relocate these facilities to the proposed Fremont Auto Mall at I-880 and Durham Road.
2. In fulfilling this commitment, you agree to submit a written request to Cadillac by July 1, 1991 proposing a specific location and describing the facilities you intend to construct. It is recommended that any realty option that may be entered into by your dealer company be made subject to Buick's approval and allowed sufficient time for Buick's review and response. You shall take all steps necessary to secure the New Premises and, in any event, shall take title to the New Premises no later than January 1, 1992. Your request shall contain dates by which you commit to commence and complete construction and begin Dealership Operations at the New Premises.
3. Your company will provide completely acceptable facilities at the New Premises no later than July 1, 1992. Such facilities are to be adequate in size, satisfactory in appearance and layout, properly equipped to conduct Dealership Operations, and substantially in accordance with recommended space guides provided by Buick Division.
4. You agree to have your proposed "final" building layout plans approved by Buick prior to the awarding of any actual construction contracts. You should avoid making any financial commitments for either real property or actual construction without receiving Buick's written approval in advance of such commitment.

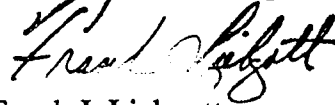
5. It is understood and agreed that all obligations incurred by your dealership company in compliance with the premises standards and this Letter Agreement will be the responsibility of your dealership company and not General Motors Corporation or its divisions. The obligations you assume should not adversely affect compliance by your dealership company with the Net Working Capital requirements established for your dealership company nor result in a facility expense structure that would place the dealership company in a non-competitive position, either now or when the planned facilities are occupied.
6. It is understood and agreed that it is the obligation of your dealership company to obtain all licenses that may be required to secure the New Premises, construct the facilities and conduct Dealership Operations from the New Premises. General Motors Corporation and its divisions will not be responsible for the consequences of any delay in or prohibition of future Buick authorization for the conduct of Dealership Operations at the New Premises if such delay or prohibition is imposed by the intervening actions of third parties.
7. If this relocation will entail removal from the Current Premises and then installation at the New Premises of dealer identification signs that your dealership company is leasing from GM-DI Leasing Corporation, you agree to reimburse GM-DI Leasing Corporation for all costs and expenses incurred by it in effecting the removal and installation of the dealer identification signs.
8. This agreement or the time-frames provided herein will be extended by Cadillac only if requested by you in writing at least thirty (30) days prior to its expiration or expiration of the applicable time-frame, and only if it is determined that the need for additional time has resulted from circumstances beyond your reasonable control and that you are making reasonable efforts to meet these requirements.
9. Cadillac will enter into the Dealer Agreement at this time in reliance upon your agreement to fulfill all commitments contained herein. It is understood and agreed by you as Dealer Operator, that if your dealership company does not fulfill the commitments in this Letter Agreement, that you will voluntarily terminate the Dealer Agreement upon request by Cadillac.
10. It is understood and agreed that the provisions of this Letter Agreement shall be incorporated into and become a part of the Dealer Agreement pursuant to Article 7.10 of the Dealer Agreement.
11. There are no other agreements or understandings, either oral or written, between us with regard to the above matters, except the Dealer Agreement, and no changes in the provisions hereof shall be valid unless made in writing and agreed to by the parties.
12. It is understood that your current and new facilities will be devoted exclusively to General Motors products.
13. 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.

If you agree that this document accurately reflects the agreement between your dealership company and Cadillac, please indicate your agreement and acceptance by signing the two attached duplicate copies of this letter and returning them to me.

Very truly yours,

CADILLAC MOTOR CAR DIVISION
General Motors Corporation



Frank J. Lieb Gott
Zone Sales & Service Manager
Northwest Zone

Acknowledged and accepted this
13th day of June, 1990.

