

**STATE OF ALABAMA
COUNTY OF SHELBY**

SECOND AMENDMENT TO NOTE AND LOAN AGREEMENTS

THIS SECOND AMENDMENT (the "Second Amendment") dated March 4, 2002, is entered into by and among Susan Schein (hereinafter referred to as the "Borrower"), Susan Schein Chevrolet, Inc., and Susan Schein Chrysler, Plymouth, Dodge, Inc. (sometimes Susan Schein Chevrolet, Inc., and Susan Schein Chrysler, Plymouth, Dodge, Inc. are referred to herein collectively as the "Guarantors" or the "Dealerships"), and General Motors Acceptance Corporation, a Delaware corporation at its office at 3885 Crestwood Parkway, Suite 400, Duluth, GA 30096 (hereinafter referred to as the "Lender").

W I T N E S S E T H:

WHEREAS, Borrower, Guarantors and Lender did enter into an Amendment Agreement dated December 26, 2001 (the "First Amendment") providing for modification of the Note and Loan Agreements as provided for therein and an additional Working Capital loan to Borrower of Two Hundred Seventy Five Thousand and NO/100 Dollars (\$275,000.00); and

WHEREAS, it has come to the attention of Lender that Paragraph 3(iii) of the First Amendment contains a scrivener's error as it does not contain certain provisions which were included in the Loan Application Agreement executed by Borrower of even date therewith and the parties desire to clarify Paragraph 3(iii) as provided for herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein and contained in the First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as a material part of the this Second Amendment. Defined terms as used herein shall have such meaning ascribed to such terms in the First Amendment and the Loan Agreements described therein.
2. Section 3(iii) of the First Amendment is deleted in its entirety and the following is substituted in lieu thereof:

"(iii) The Borrower may prepay any portion of principal at any time with funds derived from cash flows of the normal business operations of Dealerships (operating cash flows must be calculated in general conformance with generally accepted accounting principals), without a prepayment premium. If prepayment is from a source other than operating cash flows of any such Dealerships, or as provided for herein, a prepayment premium must be paid to Lender, as hereinafter provided.

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SHELBY COUNTY JUDGE OF PROBATE

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The prepayment premium shall be the remainder of (a) the present value ("PV") of all future installments of principal and interest due under this Note including the principal amount due at maturity (collectively, "All Future Payments"), discounted at an interest rate per annum equal to the Treasury Constant Maturity Yield Index (defined below) plus 403 basis points (i.e., one basis point equals one hundredth of one percent), minus (b) the principal amount outstanding on the Note at the time of such prepayment [i.e., (PV of All Future Payments) minus (principal balance at time of prepayment) equals the prepayment premium].

For purposes hereof, "Treasury Constant Maturity Yield Index" shall mean the average yield for "This Week" as reported by the Federal Reserve Board in Federal Reserve Statistical Release H.15(519) ("FRB Release") published during the second full week preceding the prepayment date for instruments having a maturity coterminous with the remaining term of the Note. In the event the FRB Release is not being published at the time of the prepayment of principal, Lender shall select a comparable publication to determine the Treasury Constant Maturity Yield Index. If there is no Treasury Constant Maturity Yield Index for instruments having a maturity coterminous with the remaining term of the Note, then the weighted average yield to maturity of the Treasury Constant Maturity Yield Indices with maturities next longer and shorter than such remaining term to maturity shall be used, calculated by averaging (and rounding upward to the nearest whole multiple of 1/100 of 1% per annum, if the average is not such a multiple) the yields of the relevant Treasury Constant Maturity Yield Indices (rounded, if necessary, to the nearest 1/100 of 1% with any figure of 1/200 of 1% or above rounded upward to the nearest hundredth of a percentage point).

Any prepayment premium will be waived by Lender if such prepayment is paid with the proceeds of insurance covering casualty losses to the collateral pledged under the Loan Agreement, if such prepayment is the result of a bona fide sale either of the Dealerships, if such prepayment is derived from the operating cashflow or profits of the Dealerships resulting from their normal business operations, if the loan evidenced by the Note is terminated by Lender, or if such prepayment is derived from the sale of 11.03 acres more or less in Shelby County, Alabama (the "Lands") secured by the Mortgage so long as the Net Proceeds from such sales are applied against the principal balances then outstanding under the Note. As used herein, the term "Net Proceeds" shall mean the sales price for such Lands less reasonable closing costs, commissions and fees incidental to the sale. Notwithstanding the foregoing, nothing stated herein shall imply or infer that the sale of such Lands is permitted and such sales or transfers are specifically prohibited under the Mortgage.

All prepayments shall include the prepayment premium (if applicable) as well as all interest accrued on the amount being prepaid to the date of payment."

3. The Note and Loan Agreements as modified by the First Amendment and as further modified hereby are hereby ratified, approved and confirmed in all respects. Without limiting the generality of the foregoing, the Guarantors hereby ratify and confirm their joint and several Guaranty Agreement and Borrower's full and timely performance of all of Borrower's obligations under the Note and Loan Agreements as modified by the First Amendment and as further modified hereby. Further without limiting the generality of the foregoing, Borrower acknowledges that the Note, as modified by the First Amendment and as further modified by this Second Amendment, evidences Borrower's promise to pay to the order of Lender the Note and to perform any and all obligations as provided under the Loan Agreements.

4. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of Borrower arising under or by virtue of the Note or Loan Agreements or of Guarantors arising under or by virtue of the Guaranty Agreement. To the contrary, Borrower and Guarantors, jointly and severally, do hereby ratify, confirm and approve the Note and Loan Agreements as amended by the First Amendment and as further amended hereby and do hereby further covenant and agree that the Note and Loan Agreements as amended by the First Amendment and as further amended hereby shall be and remain in full force and effect, and that this Amendment is merely a modification of the Note and Loan Agreements to the extent provided herein and not a replacement of, or substitution for, the Note and Loan Agreements. Likewise, nothing herein contained shall be construed to satisfy, release, discharge or impair any other instruments, agreements or other writings at any time heretofore or hereafter given by Borrower or by any or all of Guarantors in order to evidence and/or secure all or any part of the indebtedness evidenced by the Note and Loan Agreements, all of which shall be and remain in full force and effect, enforceable in accordance with their respective terms.

5. The parties hereto hereby further agree that any claim, dispute or controversy arising from or relating to this Second Amendment, the Loan Agreements or the relationships which result from this Second Amendment or the Loan Agreements, including the validity of this provision regarding arbitration or the entire Second Amendment, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules in effect when the claim is filed. The arbitration shall be held in Birmingham, Alabama, or at such other place as may be selected by mutual agreement of the parties.

This Second Amendment including this provision regarding arbitration is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C., Section 1-16. Judgment upon any award rendered in any proceeding commenced hereunder may be entered in any court having jurisdiction. Notwithstanding the foregoing, nothing stated herein shall be construed to prevent any of the parties' use of bankruptcy, replevin, repossession, foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by any party to the other under the Loan Agreements. The parties further intend and agree that the arbitration provisions contained in this Second Amendment shall be binding upon and enforceable against each of the

parties, their respective heirs, personal representatives, successors and assigns.

In the event it is ever determined by a court of competent jurisdiction that the arbitration provisions contained in this Second Amendment are not enforceable with respect to a particular dispute, claim or controversy asserted by or against any of the parties hereto (or any of their respective heirs, personal representatives, successors and assigns), then and in such event each of the parties do hereby covenant and agree that each of the parties (a) waive trial by jury of any and all issues arising in any such action or proceeding related to or connected with said dispute, claim or controversy, and (b) acknowledge and agree that as the Borrower's principal place of business is Pelham, Alabama and Mortgagee is a Delaware corporation, that jurisdiction of Federal Courts of the United States is appropriate and that jurisdiction of the Federal Courts of the United States for any such dispute is reasonable. The agreements contained herein shall survive the payment in full of the Note.

By entering into this Second Amendment, each of the parties acknowledge that they had a right or opportunity to litigate disputes through a court, but that they prefer to resolve any such disputes through arbitration.

IN WITNESS WHEREOF, Borrower, Guarantors and Lender have caused this instrument to be executed as of the day and year first above written.

BORROWER:

 L.S.
Susan Schein

Witness:
~~ATTEST:~~

By: Kathryn Suzanne Eady
As Its: March 4, 2002
Date

Witness:
~~ATTEST:~~

By: Christopher J. [Signature]
As Its: March 4, 2002
Date

GUARANTOR:

Susan Schein Chevrolet, Inc.
An Alabama Corporation

By:  L.S.
As Its: President

Susan Schein Chrysler, Plymouth,
Dodge, Inc.
An Alabama Corporation

By:  L.S.
As Its: President

GMAC:

General Motors Acceptance Corporation

By: *AB Stull* L.S.

As its Assistant Secretary

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 4th day of March, 2002.

(SEAL)

Kathryn Suzanne Eady
NOTARY PUBLIC
My Commission Expires: 7-27-05

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein, whose name as President of Susan Schein Chevrolet, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 4th day of March, 2002.

(SEAL)

Kathryn Suzanne Eady
Notary Public
My commission expires 7-27-05

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein, whose name as President of Susan Schein Chrysler, Plymouth, Dodge, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 4th day of March, 2002.

(SEAL)

Kathryn Suzanne Eady
Notary Public
My commission expires 7-27-05

STATE OF GEORGIA
Forsyth COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that A. B. Stillwell, whose name as Assistant Secretary of General Motors Acceptance Corporation, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 4th day of March, 2002.

(NOTARIAL SEAL)

Sherril Vlasoff
Notary Public
My commission expires _____

Notary Public, Forsyth County, Georgia
My Commission Expires November 15, 2003

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