

**STATE OF ALABAMA
COUNTY OF SHELBY**


20040624000345250 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
06/24/2004 12:27:00 FILED/CERTIFIED

**MODIFICATION OF THIRD AMENDMENT TO NOTE, MORTGAGE
AND LOAN AGREEMENTS**

THIS MODIFICATION OF THIRD AMENDMENT (the "Modification") dated June 15, 2004, is entered into by and among Susan S. Schein (hereinafter referred to as the "Borrower"), Susan Schein Chevrolet, Inc., Susan Schein Chrysler, Plymouth, Dodge, Inc., Schein Holding Company, Inc. (sometimes Susan Schein Chevrolet, Inc., Susan Schein Chrysler, Plymouth, Dodge, Inc. and Schein Holding Company, Inc. are referred to herein collectively as the "Guarantors"), 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").

WITNESSETH:

WHEREAS, the parties hereto have entered into that certain Third Amendment to Note, Mortgage and Loan Agreements dated as of February 11, 2004 being recorded in the Office of the Judge of Probate of Shelby County, Alabama at File 20040513000253440 (the "Third Amendment"); and

WHEREAS, the parties desire to clarify and restate certain matters provided for in said Third Amendment and in the Cross Default, Cross Collateralization and Cross Guaranty Agreement executed of even date therewith (the "CDCCCG Agreement") as provided for below.

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

1. The foregoing recitals are true and correct and are incorporated herein as a material part of the this Modification. Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Third Amendment or such Separate Agreements as may be referenced in the Third Amendment.
2. The date of the Cross Default, Cross collateralization and Cross Guaranty Agreement referenced in the second recital of the Third Amendment is December 4, 2003.
3. The date of the First Amendment referenced in subparagraph (vi) of the Third Amendment is December 26, 2001.
4. The date of the Second Amendment referenced in subparagraph (vii) of the Third Amendment is March 4, 2002.

5. The date of the Cross Default, Cross Collateralization and Cross Guaranty Agreement referenced in paragraph 5 of the Third Amendment is December 4, 2003.

6. The following Security Agreements are included as part of the Security Agreements described in the CCCDCG Agreement and supplement Exhibit "A" attached to said CCCDCG Agreement:

Amendment to Loan from GMAC to Susan S. Schein and Lonnie Schein dated May 7, 1993 including: (i) Loan Application and Agreement between Susan S. Schein and General Motors Acceptance Corporation dated December 4, 2003, (ii) Promissory Note from Susan S. Schein to General Motors Acceptance Corporation dated December 4, 2003 for \$751,000.00 and Addendum to Note, (iii) Amendment to Note, Mortgage and Loan Agreements by and among Susan S. Schein, Susan Schein Chevrolet, Inc., Susan Schein Chrysler, Plymouth, Dodge, Inc., Schein Holding Company, Inc. and General Motors Acceptance Corporation dated December 4, 2003, (iv) Cross Default, Cross Collateralization and Cross Guaranty Agreement by General Motors Acceptance Corporation and Susan S. Schein, Susan Schein Chevrolet, Inc., Susan Schein Chrysler, Plymouth, Dodge, Inc., Schein Holding Company, Inc. dated December 4, 2003, (v) Written Consent of the Stockholders and Directors of Susan Schein Chevrolet, Inc. dated December 4, 2003, (vi) Written Consent of the Stockholders and Directors of Susan Schein Chrysler, Plymouth, Dodge, Inc. dated December 4, 2003, (vii) Written Consent of the Stockholders and Directors of Schein Holding Company, Inc. dated December 4, 2003, (viii) UCC-Financing Statement Filed at File B-03-1083550 FS listing General Motors Acceptance Corporation as Secured Party and Susan S. Schein as Debtor.

7. The Third Amendment as modified hereby is hereby ratified, approved and confirmed in all respects.

8. The parties hereto hereby further agree that any claim, dispute or controversy arising from or relating to this Modification, the Separate Agreements or the relationships which result from this Modification or the Separate Agreements, including the validity of this provision regarding arbitration or the entire Modification, 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 Modification 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 Separate Agreements. The parties further intend and agree that the arbitration provisions contained

in this Modification 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 Modification 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 Modification, 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 S. Schein

GUARANTORS:

Susan Schein Chevrolet, Inc.
An Alabama Corporation

By:  L.S.
As Its: President

ATTEST:

By: 
As Its: Sec

ATTEST:

By: 
As Its: Sec

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

By:  L.S.
As Its: President

ATTEST:

By: [Signature]
As Its: Sec

Schein Holding Company, Inc.
An Alabama Corporation

By: [Signature] L.S.
As Its: President

GMAC
General Motors Acceptance Corporation

By: [Signature] L.S.
as its Asst Sec.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan S. 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 15 day of June, 2004.

(SEAL)

[Signature]
NOTARY PUBLIC
My Commission Expires: 2-20-06

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan S. 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 15 day of June, 2004.

(SEAL)

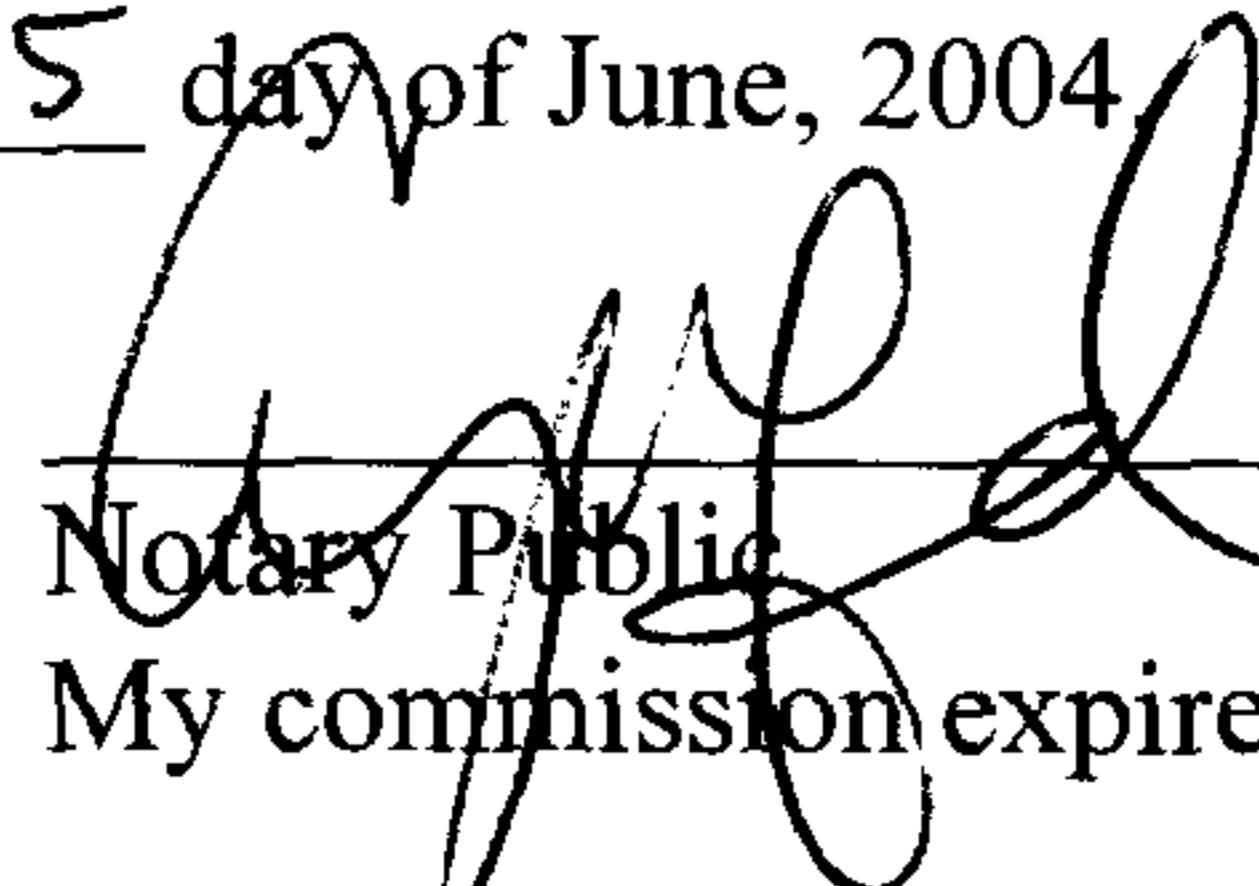
[Signature]
Notary Public
My commission expires 2-20-06

**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 15 day of June, 2004

(SEAL)


Notary Public

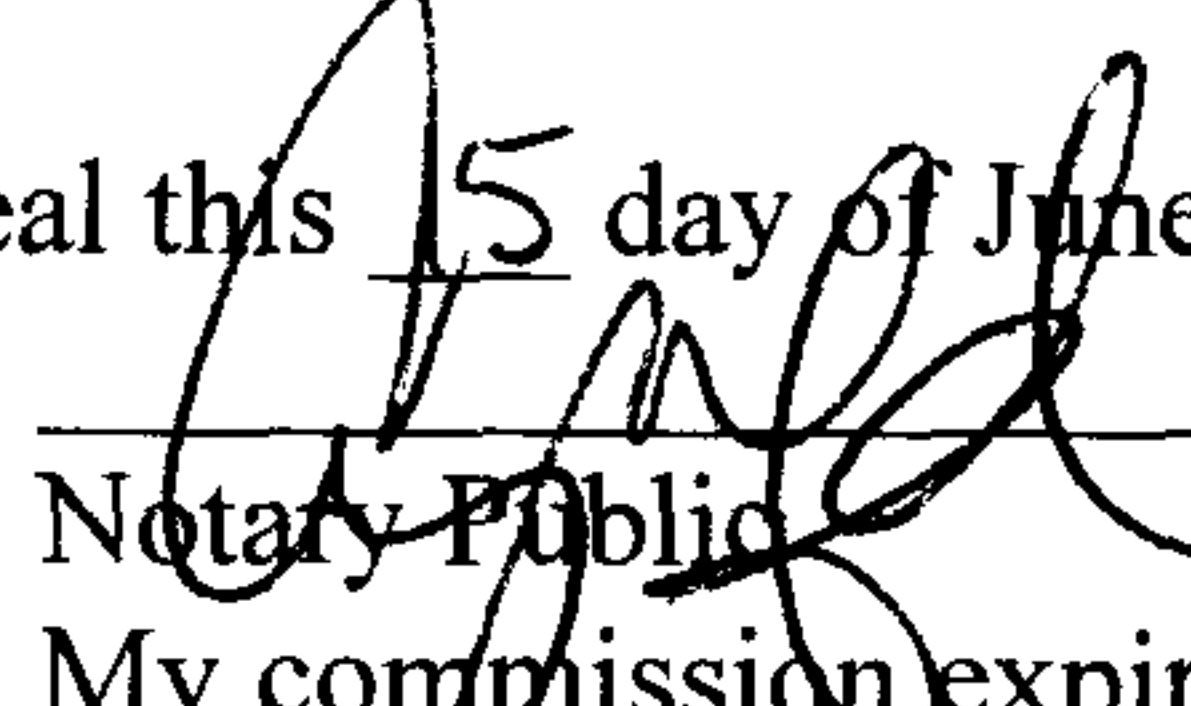
My commission expires 2-20-06

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Amy Stillwell, whose name as Asst. Sect., 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 15 day of June, 2004.

(NOTARIAL SEAL)


Notary Public

My commission expires 2-20-06

THIS INSTRUMENT PREPARED BY:

Mark A. Franco, Esq.

Hill, Hill, Carter, Franco, Cole & Black, P.C.

425 S. Perry Street

Montgomery, AL 36104