

Prepared by and after recording return to:

John G. McCullough
McCullough Payne & Haan, LLC
171 17th Street, NW, Suite 975
Atlanta, Georgia 30363-1032

Cross-index to:

Mortgage recorded December 5, 2006,
as Instrument No. 20061205000587670,
Shelby Co. Probate records.

CROSS COLLATERAL, CROSS DEFAULT AND GUARANTY AGREEMENT

THIS AGREEMENT dated this 15th day of November, 2011, is entered into by and among (1) **Ally Financial Inc.**, with an address located at 3885 Crestwood Parkway, Suite 400, Duluth, Georgia, and **Ally Bank** (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), with an address located at 3885 Crestwood Parkway, Suite 400, Duluth, Georgia (Ally Financial and Ally Bank are hereinafter referred to as "Ally Parties"), and (2) the entities and individuals listed below (each individually a "Dealer" and collectively the "Dealers"):

Susan S. Schein, 1406 Sutherland Place, Homewood, Alabama; and

Susan Schein Automotive, Inc. (formerly Susan Schein Chevrolet, Inc., 3171 Pelham Parkway, Pelham, Alabama; and

Susan Schein Chrysler Dodge, Inc., 3171 Pelham Parkway, Pelham, Alabama; and

Schein Holding Company, Inc., 3171 Pelham Parkway, Pelham, Alabama.

Recitals:

- A. One or more of the Ally Parties have made loans and advances to some or all of the Dealers, which are affiliated and share a close business nexus.
- B. One or more of the Ally Parties may make additional loans, advances and other extensions of credit to some or all of the Dealers, or continue to extend credit to Dealers, if Dealers agree to provide additional security by cross-collateralizing, cross-defaulting and guarantying all of said existing, proposed and future loans, advances or extensions of credit.
- C. It is the intention of the Dealers and the Ally Parties that all of the Dealers' assets which one or more of the Ally Parties now has, or may hereafter obtain, a lien on or security interest in, secures

- D. payment and performance for all current and future loans, advances and extensions of credit made by the Ally Parties to some or all of the Dealers. It is the intention of the Dealers and the Ally Parties that any default in the payment or performance of any obligation of any Dealer to any of the Ally Parties, at the option of one or more of the Ally Parties, will constitute a default in all payments and performance of all obligations of all Dealers to the Ally Parties now or hereafter obtained.
- E. It is the intention of each Dealer to guaranty the performance and payment of Obligations of every other Dealer under all Security Agreements (as these terms are defined below).

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, including the inducement of each of the Ally Parties, in its sole discretion, to extend credit or continue existing financial accommodations to the Dealers, it is agreed as follows:

Agreement:

- 1) DEFINITIONS: As used in this Agreement, the terms listed below have the following meaning:
 - a) Obligation(s) means any liability, indebtedness or obligation of every kind and nature, now existing or hereafter arising, whether created directly, indirectly or acquired by assignment, whether matured or unmatured, and any cost or expense, including without limitation reasonable attorneys' fees, incurred in the collection or enforcement of any such obligation of any Dealer, owed by any Dealer to one or more of the Ally Parties, any successor, assign, subsidiary or affiliate of Ally Parties.
 - b) Security Agreement(s) means any existing or future agreement between any Dealer and one or more of the Ally Parties which creates or provides for a security interest in or lien upon any of the assets or property (tangible or intangible, real or personal) of any of the Dealers, including but not limited to this Agreement, wholesale floorplan agreements (i.e. Wholesale Security Agreement or Inventory Financing and Security Agreement), other security agreements, deeds of trust and mortgages.
- 2) CROSS-COLLATERALIZATION: To secure payment and performance of all Obligations, each Dealer grants to each of the Ally Parties a continuing security interest in all collateral in which one of the Ally Parties now has a security interest, and each Dealer agrees that any future grant of a security interest in any assets of said Dealer to one of the Ally Parties will be deemed a grant to the other of the Ally Parties. Each Dealer agrees that either or both of the Ally Parties are authorized to file financing statements, mark chattel paper, notify account debtors, note liens on documents of title, and take all other actions necessary to establish, confirm and maintain a perfected security interest in such existing and future collateral. All Dealers agree that all collateral now or hereafter subject to a security interest in or lien of one or more of the Ally Parties pursuant to any or all of the Security Agreements secures any and all Obligations, including Obligations subsequently assigned to one of the Ally Parties by the other of the Ally Parties or by a third party, and subject to applicable law, each of the Ally Parties may apply, in its sole, absolute discretion, proceeds of any collateral to any of the Obligations of any Dealer.
- 3) CROSS DEFAULT: In addition to and not in substitution for any provisions in any of the Security Agreements evidencing Obligations, it is agreed that any default or breach by any Dealer in the payment or performance under any Security Agreement or Obligation will, at the option of the Ally Parties, constitute a default under each Security Agreement and Obligation and any or all promissory notes arising therefrom.
- 4) GUARANTY: All Dealers, jointly and severally, unconditionally guarantee the performance and payment of all Obligations owing by any Dealer to the Ally Parties. Each Dealer waives and dispenses with notice of acceptance of this guaranty; notices of non-payment or non-performance; notice of amount of indebtedness outstanding at any time; protests; demands; and prosecution of


collection, foreclosure and possessory remedies. Each Dealer waives any right to require either of the Ally Parties to proceed against other persons or other Dealers; to advise Dealers of the results of any collateral checks or examinations; to require any or all of the Dealers to comply with the Security Agreements; or to proceed against or exhaust any security. Each Dealer acknowledges and agrees that this guaranty is for a commercial obligation and not a consumer obligation which is primarily for personal, family or household purposes. Each Dealer authorizes the Ally Parties, from time to time, to investigate any financial information provided and to examine or review such Dealer's credit history (including obtaining a credit report) and agrees to provide the Ally Parties with personal financial statements satisfactory to the Ally Parties upon request. This is a continuing guaranty and remains in effect as to each Dealer. However, a single Dealer can terminate its own guaranty by sending written notice of its intent to the Ally Parties at their offices designated above, which termination is effective forty-eight (48) hours after receipt by the Ally Parties of the written termination notice; provided, however, that such termination will not operate to release such Dealer from liability hereunder with respect to any Obligations incurred prior to the effective date of such termination notice. Except as noted in this Agreement, the Ally Parties make no promises to the Dealers to induce execution of this guaranty provision.

- 5) EFFECT ON OTHER AGREEMENTS: This Agreement constitutes an amendment of and supplement to each of the Security Agreements now or hereafter executed; augments and is in addition to, and is not in substitution for, any provisions of any Security Agreement or Obligation; and does not otherwise limit or affect the rights and remedies of any of the Ally Parties under any such Security Agreement or Obligation.
- 6) FUTURE LOANS: Each of the Ally Parties may, in its sole and absolute discretion, make additional loans and other financing accommodations to any Dealer, all of which will be subject to the terms of this Agreement. Notwithstanding anything to the contrary, any future change in the terms of or indebtedness owed by any Dealer to one or more of the Ally Parties requires the written consent of the Ally Parties.
- 7) WAIVER OF TRIAL BY JURY: Each Dealer waives trial by jury in any action or proceeding brought by any of the Ally Parties; in any counterclaim asserted by any of the Ally Parties against a Dealer or the Dealers; or in any matter or manner connected with this Agreement, any Security Agreement or Obligation.
- 8) NOTICES: Any notices or other communications required or permitted to be given by this Agreement must be in writing and must be personally delivered, mailed by prepaid certified, registered, or first class mail, or delivered by a nationally recognized overnight courier, to the Ally Parties or to the Dealers to whom such notice or communication is directed at the address set forth above in this Agreement. Notwithstanding anything herein to the contrary, any notice or other communication will be deemed to have been given (whether actually received or not) on the day it is personally delivered or, if mailed or delivered by overnight courier, on the third (3rd) day after it is mailed or delivered as aforesaid. Any of the Ally Parties or Dealers may change its address for purposes of this document by giving ten (10) days prior written notice of such change to the others pursuant to the terms of this clause.
- 9) NO OTHER UNDERSTANDING: The Dealers acknowledge that the Ally Parties have made no promises to induce execution of this Agreement except as set forth herein; that there are no other agreements or understandings, either oral or in writing, affecting this Agreement; and nothing in this Agreement must be considered a waiver by any of the Ally Parties of any existing or future defaults by any Dealer of any Security Agreement or Obligation. Modifications or amendments to this Agreement can only be made in a writing executed by all of the Ally Parties and Dealers.
- 10) GOVERNING LAW: This Agreement is to be governed by and construed according to the laws of the State of New York. In the event that one or more of the Ally Parties brings any action in any court of record of said State or the United States of America, the Dealers consent and confer personal

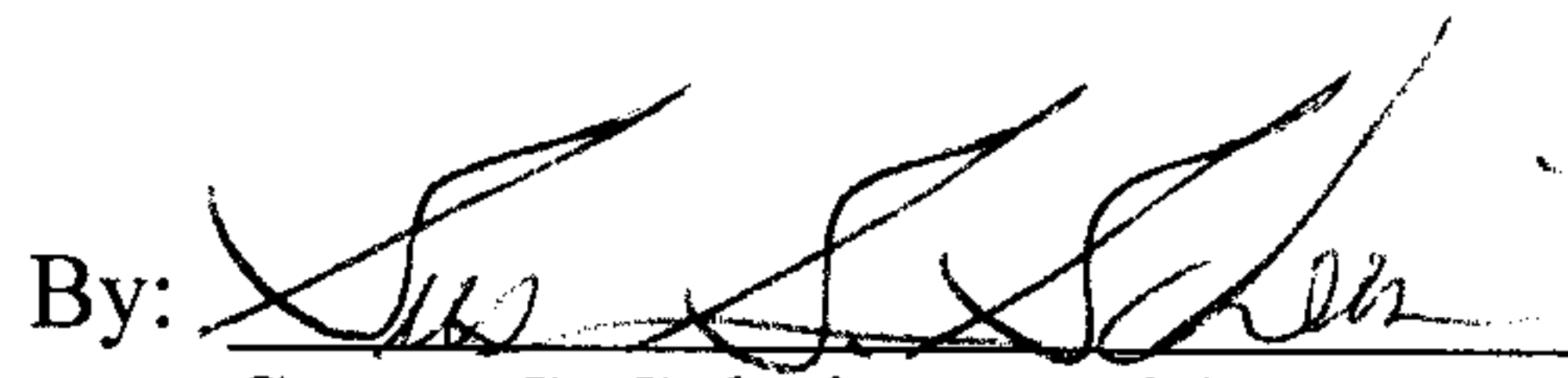
jurisdiction over themselves by said court and agree that service of process may be made on the Dealers by mailing a copy of the summons to them, and in any action the Dealers waive the right to demand a trial by jury.

- 11) SUCCESSORS AND ASSIGNS: The provisions of this Agreement bind and inure to the benefit of the heirs, administrators, successors, and assigns of each Dealer and each of the Ally Parties.
- 12) SEVERABILITY: Any provision of this Agreement prohibited by law is ineffective only to the extent of the prohibition without invalidating the remaining provisions of this Agreement.
- 13) COUNTERPARTS: This Agreement may be executed by telecopy or facsimile in multiple counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Transmission by telecopier, facsimile or e-mail of an executed counterpart of this agreement shall be deemed to constitute due and sufficient delivery of such counterpart. Each fully executed counterpart of this Agreement shall be deemed to be a duplicate original.

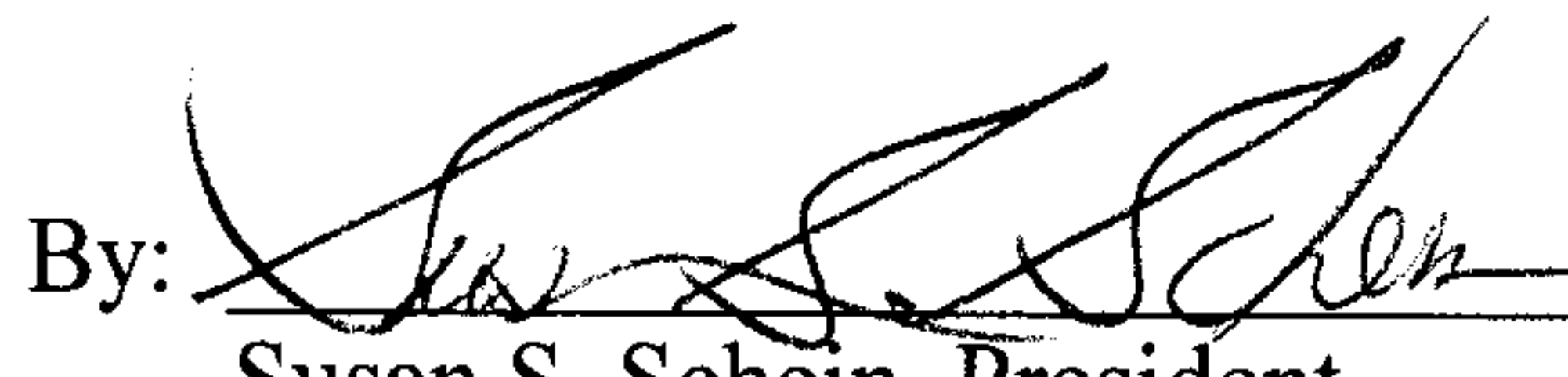
DEALERS:

 (SEAL)
Susan S. Schein

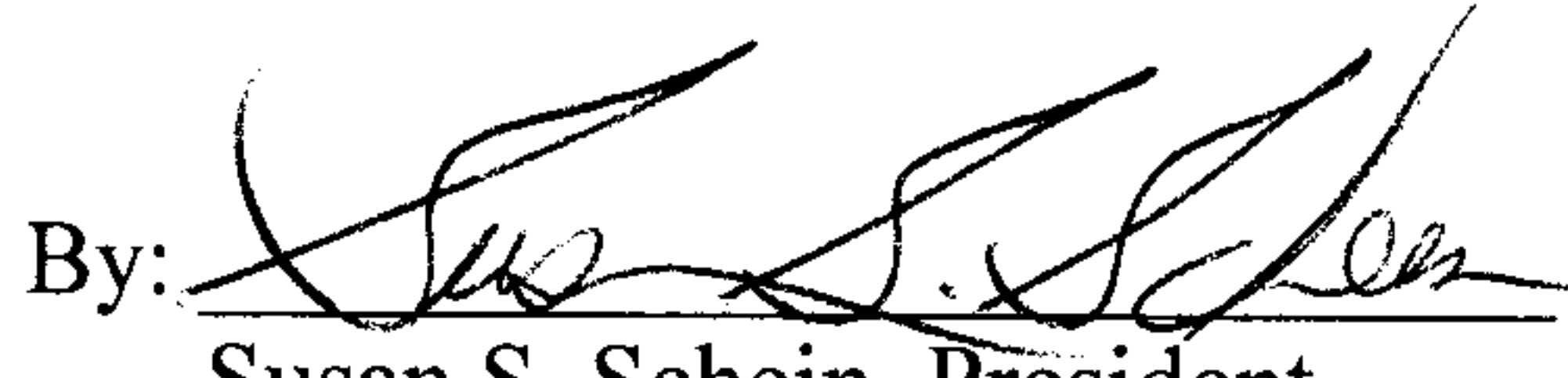
SUSAN SCHEIN AUTOMOTIVE, INC.

By:  (SEAL)
Susan S. Schein, President

SUSAN SCHEIN CHRYSLER DODGE, INC.

By:  (SEAL)
Susan S. Schein, President

SCHEIN HOLDING COMPANY, INC.

By:  (SEAL)
Susan S. Schein, President

(Additional Signatures on Next Page)



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Shelby Cnty Judge of Probate, AL
12/29/2011 03:25:09 PM FILED/CERT

ALLY FINANCIAL INC.

By: Joseph D. Walter (SEAL)
Name: Joseph D. Walter
Title: Assistant Secretary

ALLY BANK

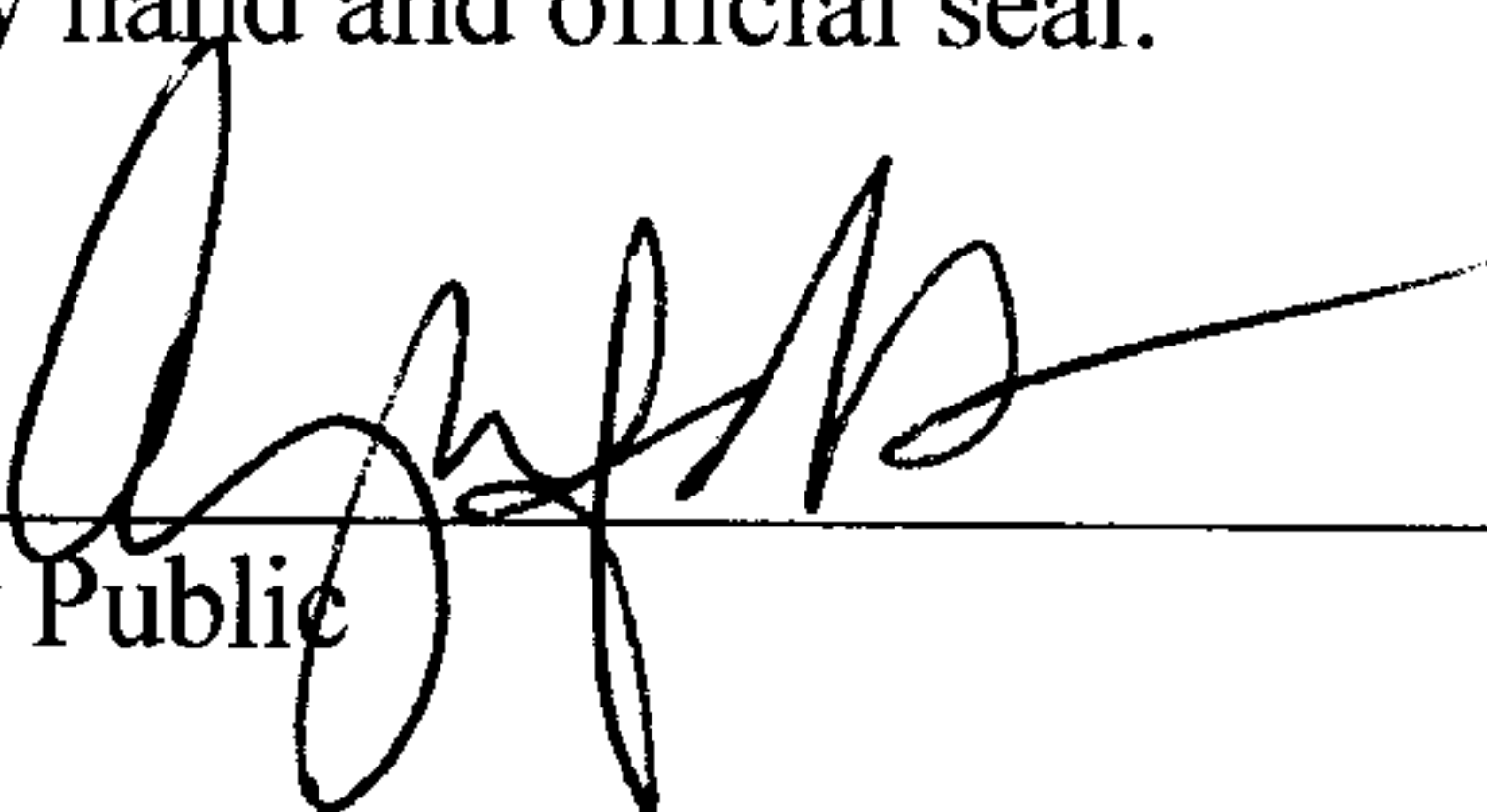
By: Anthony C. Zimmer (SEAL)
Name: Anthony C. Zimmer
Title: Assistant Secretary

ACKNOWLEDGEMENTS

STATE OF ALABAMA
COUNTY OF SHELBY

On this 15 day of November, 2011, before me a Notary Public in and for the above state and county, personally appeared Susan S. Schein, who acknowledged to be an individual, and President of Susan Schein Automotive, Inc., Susan Schein Chrysler Dodge, Inc. and Schein Holding Company, Inc. and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the companies by herself as such and individually

In Witness Whereof, I hereunto set my hand and official seal.

 [SEAL]

Notary Public

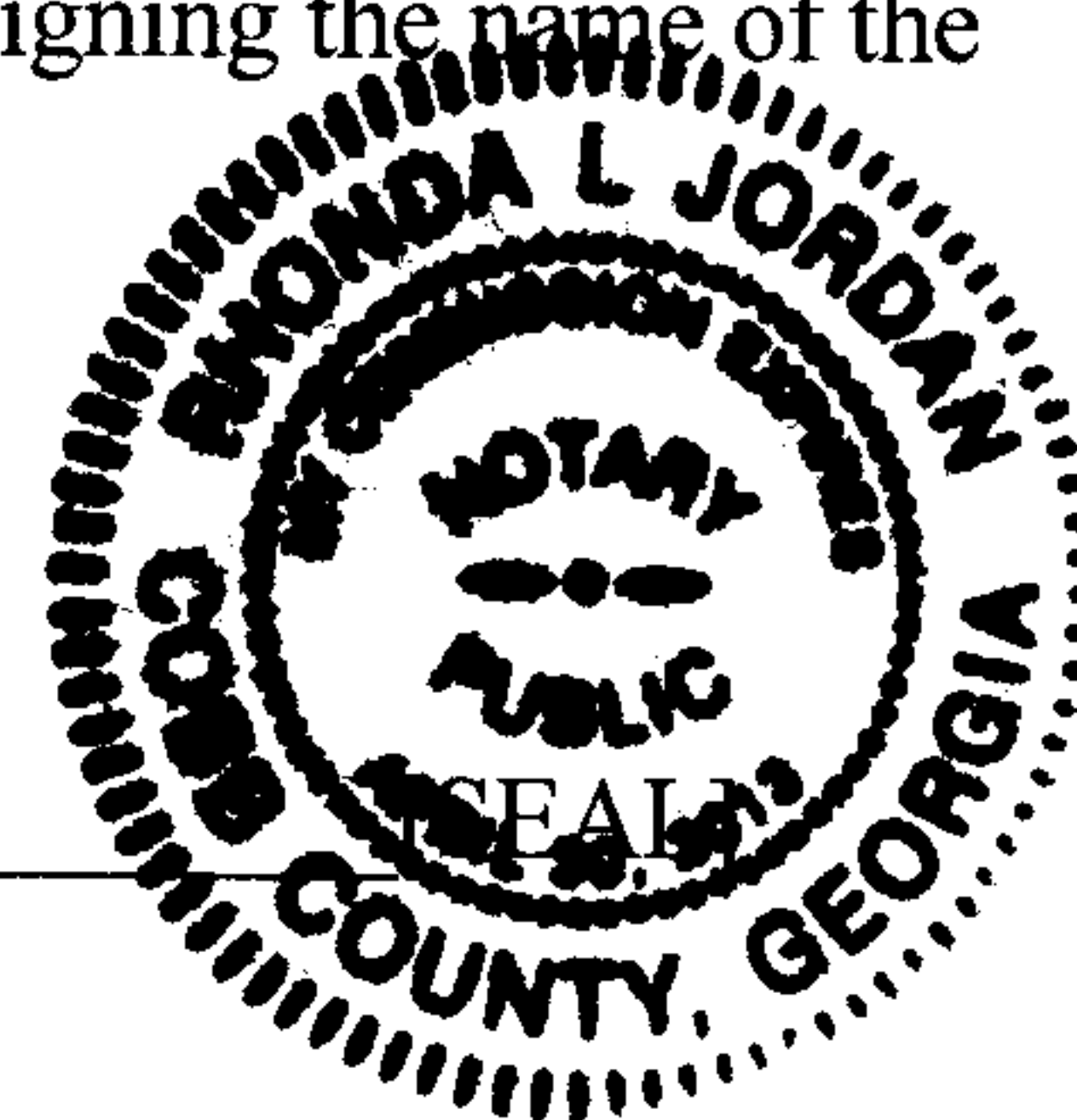
STATE OF GEORGIA
COUNTY OF GWINNETT

On this 13 day of ^{December} ~~November~~, 2011, before me a Notary Public in and for the above state and county, personally appeared Joseph D. Walter, who acknowledged to be the asst. Secretary of Ally Financial Inc., and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such.

In Witness Whereof, I hereunto set my hand and official seal.

Rhonda L. Jordan

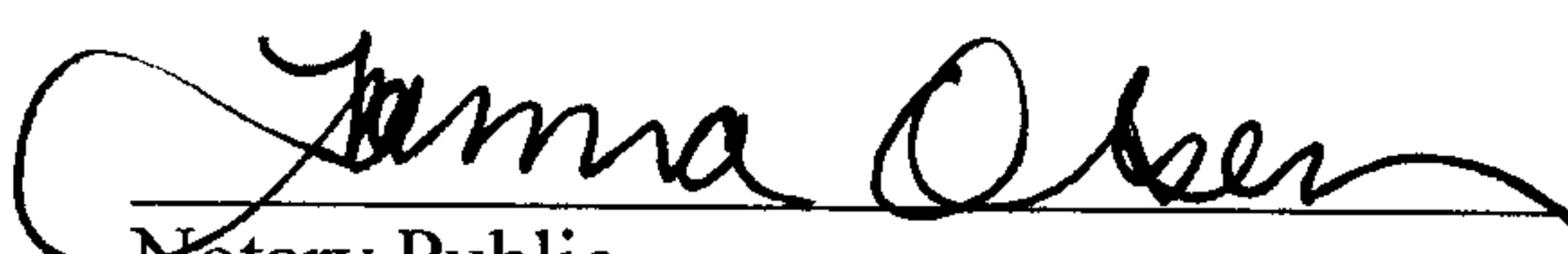
Notary Public



STATE OF UTAH
COUNTY OF SALT LAKE

On this 14 day of ^{December} ~~November~~, 2011, before me a Notary Public in and for the above state and county, personally appeared Anthony C. Zimmer, who acknowledged to be the Assistant Secretary of Ally Bank, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such.

In Witness Whereof, I hereunto set my hand and official seal.

 [SEAL]

Notary Public

