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This instrument prepared by and return to:

John G. McCullough
McCullough Payne & Haan, LLC
271 17th Street, NW, Suite 2200
Atlanta, Georgia 30363

LOAN NO. 411000057

LOAN MODIFICATION AGREEMENT

For the purpose of modifying the indebtedness and loan documents described below, **LWELLEN REALTY, LLC**, a Alabama limited liability company, ("Borrower") and **ALLY BANK** (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) ("Bank"), hereby enter into this Loan Modification Agreement (this "Agreement") effective the 17th day of January, 2013 (the "Effective Date"), and agree as follows:

A. Information regarding the indebtedness (the "Loan") and the Mortgage that are the subject of this Agreement:

(1) Commercial Real Estate Loan and Security Agreement (the "Loan Agreement"):

Date: June 15, 2007.

Holder: Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey)(formerly GMAC Bank).

Borrower: Lwellen Realty, LLC.

Original Loan Amount: \$8,287,000.00.

(2) Mortgage (the "Mortgage"):

Date: June 15, 2007.

Borrower: Lwellen Realty, LLC.

Grantee: Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey)(formerly GMAC Bank).



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Recorded: June 19, 2007; Instrument No. 20070619000287760, Shelby County, Alabama records.

Property: 5499 U.S. Highway 280, Birmingham, Alabama 35242.

B. Unpaid Principal Balance:

Borrower and Bank acknowledge and agree that the unpaid principal balance of the Loan as of the Effective Date is \$5,760,000.00.

C. Present Holder of Loan Agreement and Beneficiary Under Mortgage:

Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey).

D. Terms of Modification and Refinance:

As of the Effective Date, the Loan Agreement is modified as follows:

(1) Paragraph A of the Loan Agreement is hereby amended to read as follows:

A. Loan. The current outstanding loan amount is \$5,760,000.00 ("Principal"). The Principal shall include any and all renewals, extensions, modifications, and/or further advances by Bank to Borrower.

(2) Paragraph C.1. of the Loan Agreement is hereby amended to read as follows:

"1. Interest Rate. The interest rate is: ☒ Fixed Rate: 3.46% per annum, and:

a. Wholesale Retention. If Borrower or Borrower's automobile dealership affiliate(s) has or obtains wholesale inventory financing from Bank at or anytime after the date of this Agreement, and then obtains such financing from a source other than Bank, then Bank may at its election:

- i. Increase the interest rate to 400 basis points above the:
 - a. Then current ten-year U. S. Treasury Note rate; or
 - b. Existing interest rate; or
- ii. Declare all amounts remaining unpaid to be immediately due and payable."

(3) Paragraph D. of the Loan Agreement is hereby amended to read as follows:

"D. Payment. Borrower must repay the Loan in sixteen (16) remaining successive monthly installments of ☒ Principal and Interest: \$32,000.00 together with interest at the above rate on the amount of unpaid

Principal, by the first day of each month beginning March 1, 2013, and one final payment of all Loan amounts remaining unpaid on July 1, 2014 ("Maturity Date"). The term of the Loan remains at the original term of seven (7) years."

- (4) Paragraph D.1.c.i. of the Loan Agreement is hereby amended to read as follows:

"i. The present value ("PV") of all future installments of principal and interest due under this Agreement 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** plus 332 basis points, minus"

- (5) A new section D.1.e. is added to the Loan Agreement as follows:

e. Borrower acknowledges that by reason of this Agreement, a Prepayment Premium in the amount of \$50,235.10 is due and owing in respect of Borrower's prepayment of the balance outstanding on Loan Number 111002178 and \$410,144.53 is due and owing in respect of Borrower's prepayment in the sum of \$1,087,710.90 on account of the balance outstanding on this Loan Number 411000057. Bank agrees that the payment of such Prepayment Premium amounts shall be deferred (the "Deferred Prepayment Premiums") unless and until an occurrence or event which triggers a Prepayment Premium under the Loan Agreement, as amended by this Agreement, and in which event said Deferred Prepayment Premiums shall be due and owing, and paid by, Borrower.

- (6) Paragraph J.12. of the Loan Agreement is hereby amended to read as follows:

"12. Minimum Net Worth. Borrower will maintain a minimum net worth not less than negative <\$441,250.00> until all amounts and obligations owed in connection with the Loan have been fully paid and performed."

E. Borrower Representations and Warranties. Borrower hereby represents and warrants to Bank as follows:

(1) Due Execution. This Agreement has been duly executed and constitutes the valid, legal and binding obligations of Borrower, enforceable in accordance with its respective terms.

(2) No Actions. There are no actions, suits or proceedings at law or in equity now pending or, to Borrower's best knowledge, threatened against or affecting the Property or Borrower that would have a materially adverse effect on Borrower's ability to perform their obligations hereunder or under the Loan Agreement, the Mortgage, this Agreement, or any other documents executed in connection therewith (the "Loan Documents"), and there are no facts now in existence which, with the giving of notice or



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the lapse of time, or both, would form the basis for any such action, suit or proceeding. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental agency.

(3) No Defaults. Borrower is not in default under any contracts, agreements or commitments to which Borrower is a signatory or by which Borrower is bound, which default would have a materially adverse effect on their ability to perform Borrower's obligations under this Agreement and the Loan Documents. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the compliance with the terms and conditions hereof or under the Loan Documents will not (a) violate any now existing provision of law or any now existing applicable regulation, order, writ, injunction or decree of any court or governmental agency having jurisdiction, or (b) conflict or be inconsistent with, or result in any breach of, any of the terms, covenants, conditions or provision of, or constitute a default under, any deed of trust, instrument, documents, commitment, agreement or contract of any kind to which Borrower is a signatory or by which Borrower may be bound. No event has occurred and no condition exists which, as of the execution of this Agreement, will result, either immediately or with a lapse of time or the giving of notice or both, in the occurrence or existence of any event of default under this Agreement or any of the Loan Documents. Borrower continues to be in compliance with all representations and warranties contained in the Loan Documents.

(4) Costs of Modification. Borrower agrees to pay all costs incurred in connection with the execution and consummation of this Agreement, including, without limitation, any recording costs, costs of a title policy insuring the lien created by the Mortgage or appropriate endorsements to any title insurance policy previously issued for insurance of the Mortgage lien, and the fees and expenses of Bank's counsel incurred by Bank in connection with this modification.

F. Miscellaneous Provisions:

(1) No Waiver. Any waiver of the rights of Bank occurring on or before the date of this Agreement shall not, and does not, constitute the waiver of any rights of Bank to fully enforce the terms and conditions of any of the Loan Documents hereafter. Nor shall the delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition or promise herein prevent Bank from later pursuing remedies for which the applicable statutes of limitation have not run or been waived or from insisting upon full performance for the same or similar breaches or failures.

(2) Acknowledgment of Reliance. Borrower acknowledges and agrees that Bank is specifically relying upon the representations, warranties and agreements contained herein as an inducement to Bank to enter into this Agreement.

(3) Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(4) Amendment. This Agreement shall not be amended or modified in any way except by an instrument in writing executed by each of the parties hereto.

(5) Choice of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Alabama.

(6) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto, and there are no agreements, understandings, warranties or representations with respect to the matters set forth herein except as specifically delineated herein. Any exhibits attached hereto are hereby incorporated herein by reference and made a part hereof. This instrument is not intended to have any legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to effectiveness hereunder have been satisfied.

(7) Ratification of Loan Documents. Borrower hereby ratifies and acknowledges the continuing validity and enforceability of the Loan Documents, as modified herein, and the obligations and first liens evidenced thereby.

(8) Loan Documents Continue. Except as expressly provided in this Agreement, all terms, covenants, conditions and provisions of the Loan Documents, such Loan Documents including but not limited to, the Loan Agreement, Mortgage, Cross-Default, Cross-Collateralization, and Cross-Guaranty Agreement, Assignment of Leases, Rents and Profits, Lease Subordination and Attornment Agreement, General Security Agreements of Borrower, Guaranty Agreement of Edwards Chevrolet-280, Inc., and the Environmental Indemnification Agreement dated concurrent herewith, shall be and remain in full force and effect as written unmodified hereby. In the event of any conflict between the terms of this Agreement and the Loan Documents, this Agreement shall control. In no manner shall this Agreement impair the Loan Documents, the obligations, liabilities, liens or security interests represented thereby, nor shall such lien or liens or security interests in any manner be waived or impaired or diminished.

(9) Counterparts. This Agreement may be executed in one or more counterpart copies, all of which, in the aggregate, shall constitute but one agreement.

(10) Consent and Reaffirmation by Guarantor. By execution of this Agreement, the undersigned guarantor consents to the modification of the indebtedness evidenced by the Loan Agreement and the Mortgage, as set forth in this Agreement. The undersigned guarantor hereby reaffirms its obligations pursuant to that certain Guaranty agreement dated June 15, 2007, executed by the undersigned guarantor, and agrees that the execution and delivery of this Agreement shall not modify or amend the undersigned's obligations under said guaranty. The undersigned guarantor acknowledges and agrees that said guaranty remains in full force and effect, that there are no claims, counterclaims, offsets or defenses to said guaranties, and that the undersigned guarantor shall continue to guarantee the payment of the indebtedness evidenced by the Loan Agreement, as modified by this Agreement, pursuant to said guaranty. The undersigned guarantor further acknowledges and agrees to maintain the following minimum net worth, as determined in accordance with generally accepted accounting principles consistently applied, until the Obligations (as defined in said guaranty) have been fully paid and performed:



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GuarantorMinimum Net Worth

Edwards Chevrolet-280, Inc.

\$1,185,785.00

WHEREAS, the undersigned have executed this Agreement effective as of the Effective Date.

BORROWER:**GUARANTOR:****LWELLEN REALTY, LLC****EDWARDS CHEVROLET-280, INC.**

By: Leon W. Edwards, Jr.
Leon W. Edwards, Jr., Manager

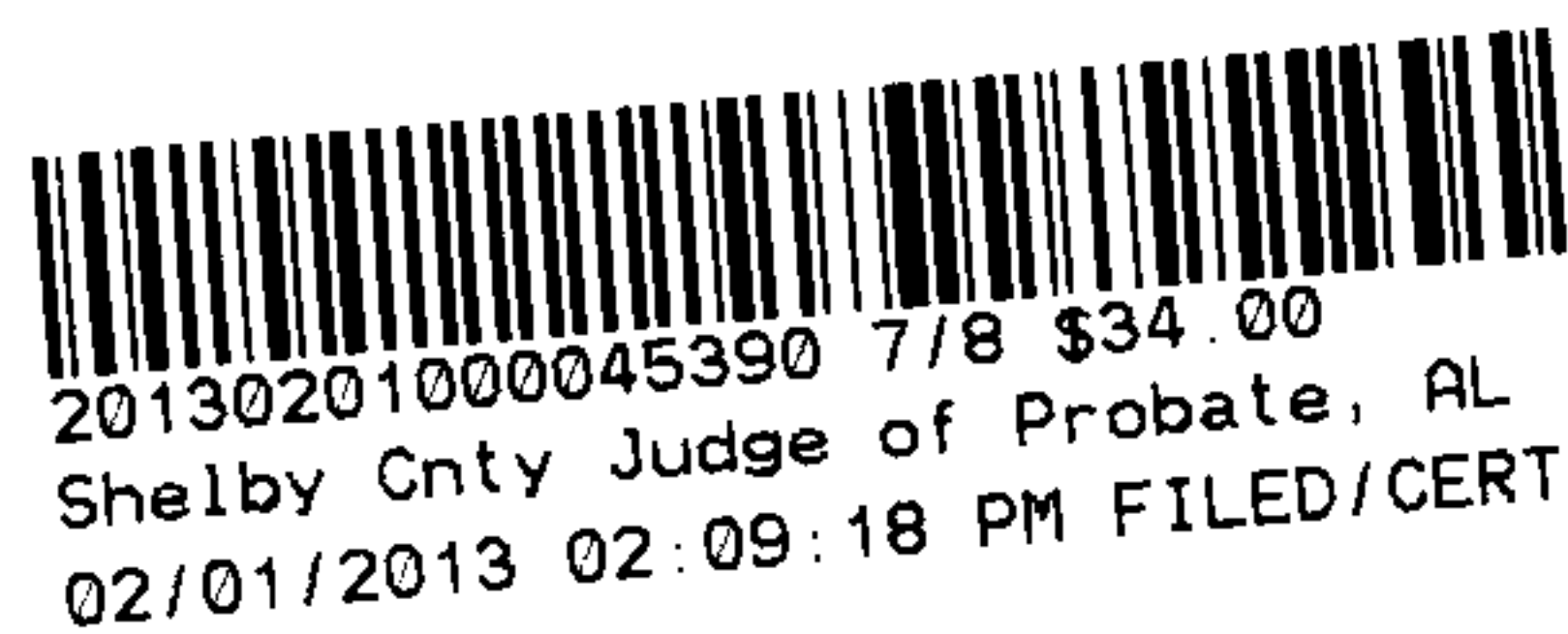
By: Leon W. Edwards, Sr.
Leon W. Edwards, Sr., President

BANK:**ALLY BANK**

By: Anthony C. Zimmer
Name: Anthony C. Zimmer
Title: Assistant Secretary

[Acknowledgements on following pages]

STATE OF ALABAMA
COUNTY OF SHELBY



I, a Notary Public for Alabama, certify that Leon W. Edwards, Jr., personally came before me this day and acknowledged that he is the Manager of Lwellen Realty, LLC, a Alabama limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 17 day of January, 2013.

(SEAL)

Sally J. Norman
Notary Public
Sally J. Norman
Printed Name of Notary

My Commission Expires: 1-11-2017

STATE OF ALABAMA
COUNTY OF SHELBY

I, a Notary Public for Alabama, certify that Leon W. Edwards, Sr., personally came before me this day and acknowledged that he is the President of Edwards Chevrolet-280, Inc., a Alabama corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 17 day of January, 2013.

(SEAL)

Sally J. Norman
Notary Public
Sally J. Norman
Printed Name of Notary

My Commission Expires: 1-11-2017



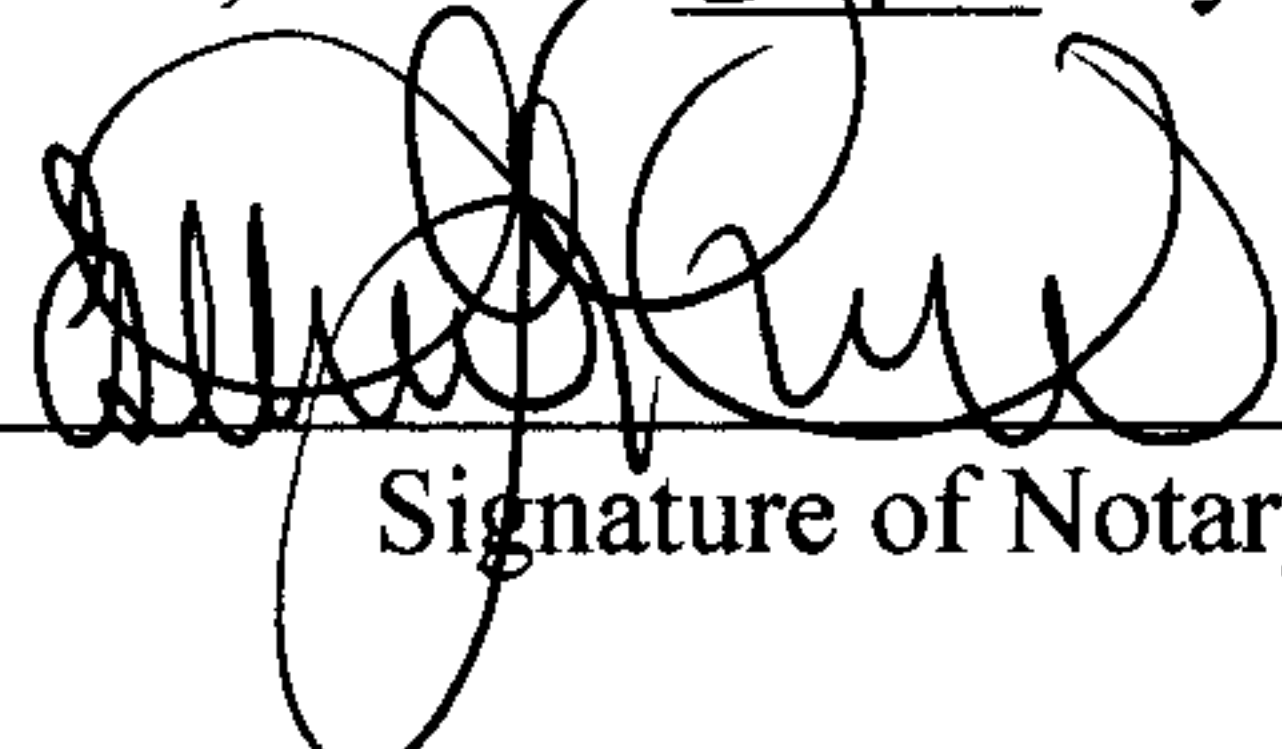
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STATE OF UTAH
COUNTY OF SALT LAKE

Esther G. Ure
I, ^ Notary Public for Utah, certify that
Anthony C. Zimmer personally came before me this day
and acknowledged that he/she is Assistant Secretary of Ally Bank, and being authorized
to do so, executed the foregoing on behalf of the Ally Bank.

WITNESS my hand and notarial seal, this the 24th day of January,
2013.

(SEAL)



Signature of Notary Public

My Commission Expires: 6-14-16

