

GUARANTY AGREEMENT

To induce **Ally Financial Inc.** ("Ally"), to extend or continue credit to _____ ("Customer"), the Undersigned do/does hereby unconditionally guaranty the payment of any and all indebtedness, now existing or hereafter arising, of Customer to Ally, including, without limitation, any indebtedness arising or relating to retail installment sale contracts and lease agreements assigned to Ally by automobile dealers, together with any and all costs, expenses, and attorney fees, incurred by Ally in connection with any default of Customer.

Any liability of the Undersigned hereunder shall not be effected by, nor shall it be necessary to procure the consent of the Undersigned or give any notice in reference to, any indulgence, compromise, settlement, extension or variation of terms of, or by the discharge or release of, any obligation of Customer, or of a guarantor or any other interested person, by operation of law or otherwise. Nor shall the liability of the Undersigned be affected by failure to file, record, or register any security document, security interest, financing statement or other evidence of lien or ownership, or motor vehicle certificate of title.

The Undersigned do/does hereby expressly waive and dispense with notice of the acceptance of this Guaranty, notices of non-payment or non-performance, notice of amount of indebtedness outstanding at anytime, protest, demands and prosecution of collection, foreclosure and dispossession remedies. The Undersigned hereby waive(s) any right to require Ally to (i) proceed against any other persons or Customer, (ii) advise the Undersigned of the results of any collateral checks or examinations, (iii) require Customer to comply with its agreement(s) with Ally, or (iv) proceed against Customer or proceed against or exhaust any security.

This is a continuing guaranty and shall remain in full force and effect until forty-eight hours after actual receipt by Ally at the following address, or such other address as Ally may designate from time to time, of written notice terminating or modifying same: **Ally, Attention: Credit Line Department, 2911 Lake Vista Blvd, Lewisville, TX 75067**; provided, however, that such notice shall not operate to release the Undersigned from liability hereunder with respect to obligations incurred by Customer prior to Ally's actual receipt of the written notice.

Except as noted hereon, Ally has made no promises to Customer or to the Undersigned to induce execution of this Guaranty and there are no other agreements or understandings, either oral or in writing between Ally and the Undersigned effecting this Guaranty.

The obligation of all parties signing this Guaranty, where more than one, shall be joint and several.

This Guaranty may not be changed orally and shall bind the heirs, administrators, successors and assigns of the Undersigned and inure to the benefit of Ally, its successors and assigns. If any part of this Guaranty is not valid or enforceable according to applicable law, all other parts will remain enforceable. This Guaranty and the performance hereunder shall be construed and determined according to the laws of the State of _____.

IN WITNESS WHEREOF, the Undersigned have this ____ day of _____, 20____, set their hands and seals.

AS TO GUARANTORS:

GUARANTORS:

[SEAL]

Subscribed and sworn to before me this
the ____ day of _____, _____.

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

NOTARY PUBLIC
My Commission Expires:

Acknowledged and Agreed Ally Financial Inc. By: _____ Print Name: _____ Its: _____ Date: _____

GUARANTY AGREEMENT

To induce **Ally Bank (Ally Capital in Arizona, Hawaii, Mississippi, Montana, New Jersey and Wisconsin; Ally Bank Corp. in Mexico)** ("Bank"), to extend or continue credit to _____. ("Customer"), the Undersigned do/does hereby unconditionally guaranty the payment of any and all indebtedness, now existing or hereafter arising, of Customer to Bank, including, without limitation, any indebtedness arising or relating to retail installment sale contracts and lease agreements assigned to Bank by automobile dealers, together with any and all costs, expenses, and attorney fees, incurred by Bank in connection with any default of Customer.

Any liability of the Undersigned hereunder shall not be effected by, nor shall it be necessary to procure the consent of the Undersigned or give any notice in reference to, any indulgence, compromise, settlement, extension or variation of terms of, or by the discharge or release of, any obligation of Customer, or of a guarantor or any other interested person, by operation of law or otherwise. Nor shall the liability of the Undersigned be affected by failure to file, record, or register any security document, security interest, financing statement or other evidence of lien or ownership, or motor vehicle certificate of title.

The Undersigned do/does hereby expressly waive and dispense with notice of the acceptance of this Guaranty, notices of non-payment or non-performance, notice of amount of indebtedness outstanding at anytime, protest, demands and prosecution of collection, foreclosure and dispossession remedies. The Undersigned hereby waive(s) any right to require Bank to (i) proceed against any other persons or Customer, (ii) advise the Undersigned of the results of any collateral checks or examinations, (iii) require Customer to comply with its agreement(s) with Bank, or (iv) proceed against Customer or proceed against or exhaust any security.

This is a continuing guaranty and shall remain in full force and effect until forty-eight hours after actual receipt by Bank at the following address, or such other address as Bank may designate from time to time, of written notice terminating or modifying same: **Bank, Attention: Credit Line Department, 2911 Lake Vista Blvd, Lewisville, TX 75067**; provided, however, that such notice shall not operate to release the Undersigned from liability hereunder with respect to obligations incurred by Customer prior to Bank's actual receipt of the written notice.

Except as noted hereon, Bank has made no promises to Customer or to the Undersigned to induce execution of this Guaranty and there are no other agreements or understandings, either oral or in writing between Bank and the Undersigned effecting this Guaranty.

The obligation of all parties signing this Guaranty, where more than one, shall be joint and several.

This Guaranty may not be changed orally and shall bind the heirs, administrators, successors and assigns of the Undersigned and inure to the benefit of Bank, its successors and assigns. If any part of this Guaranty is not valid or enforceable according to applicable law, all other parts will remain enforceable. This Guaranty and the performance hereunder shall be construed and determined according to the laws of the State of _____.

IN WITNESS WHEREOF, the Undersigned have this ____ day of _____, 20____, set their hands and seals.

AS TO GUARANTORS:

GUARANTORS:

[SEAL]

Subscribed and sworn to before me this
the ____ day of _____, _____.

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

NOTARY PUBLIC
My Commission Expires:

Acknowledged and Agreed
Ally Bank
By: _____
Print Name: _____
Its: _____
Date: _____