

**TO: Ally Financial Inc./Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) (the “Ally Parties”)**

## **CROSS DEFAULT AND CROSS COLLATERALIZATION AGREEMENT**

I intend to enter into one or more commercial installment sale contracts, lease contracts or other credit arrangements (the “Contract”) with **one or more motor vehicle dealer(s)** (each a “Dealer”) who in turn intends to assign, sell or otherwise transfer the Contract to one of the Ally Parties (“Assignment”) should the Ally Parties be willing to accept the Assignment.

I understand that a Dealer’s willingness to enter into the Contract is conditioned upon the Assignment, which in turn requires the undersigned execution of this cross default and cross collateralization agreement (“Agreement”).

1. **Definitions.** The terms listed below shall have the meanings indicated:

(a) “Collateral” means the tangible and intangible assets in which I have granted the Ally Parties a security interest through any Security Agreement.

(b) “Obligations” means any and all of our debts or other obligations to the Ally Parties, now existing or hereafter arising, whether created directly or acquired by assignment, sale or other transfer from a Dealer, other dealers or otherwise.

(c) “Security Agreement” means any existing or future agreement which grants a security interest in any of the Collateral to secure any of the Obligations, including but not limited to all security interests obtained indirectly by the Ally Parties by assignment, sale or other transfer from a Dealer, other dealers or otherwise.

2. **Cross-Default.** Any default or breach by any of the undersigned under any of the agreements evidencing the Obligations or the Security Agreements shall constitute a default under each and every such agreement.

3. **Cross-Collateralization.** Any and all Collateral shall secure any and all Obligations.

4. **Effect on Other Agreements and Security Interest Previously Granted.** This Agreement amends, augments and adds to (but does not substitute for) each of the agreements evidencing the Obligations or any Security Agreement and shall not otherwise limit or affect the rights and remedies of the Ally Parties under any such agreements. This agreement is not intended as novation, refinancing or restatement of existing debts.

5. **Future Assignments.** Either of the Ally Parties may, in its sole and absolute discretion, accept additional Assignments or enter into other credit arrangements involving me, all of which will be subject to the terms of this Agreement. Nothing in this Agreement shall be construed as a commitment by any of the Ally Parties to accept future Assignments from, extend loans to or make other financial accommodations involving me or anyone else.

6. No Other Understandings. I acknowledge that the Ally Parties have made no promise to induce execution of this Agreement and that there are no other agreements or understandings, either oral or in writing, affecting this Agreement. Nothing in this Agreement shall be considered a waiver by Ally of any existing or future defaults by me of any Security Agreement or Obligation.

7. Duration. This Agreement shall remain in effect so long as any of the Obligations is outstanding.

8. Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same document. It is further agreed that scanned and emailed and/or facsimile copies of executed signature pages may be assembled and that each and every one of such copies shall be given the force and effect of an original signature.

DATED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL TAX ID: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

ACCEPTED BY:
Ally Financial Inc.
By: _____
Its: _____
Date: _____
Ally Bank
By: _____
Its: _____
Date: _____