

**TO: Santander Consumer USA Inc./Vehicle Lease Financial Co. dba Chrysler Capital or Chrysler Capital Leasing (the “Chrysler Capital Parties”)**

**CROSS DEFAULT AND CROSS COLLATERALIZATION AGREEMENT**

I intend to enter into one or more commercial installment sales contracts, lease contracts or other credit arrangements (any, a “Contract”) with \_\_\_\_\_ (the “Dealer”) who in turn intends to assign, sell or otherwise transfer the Contract to one of the Chrysler Capital Parties (the “Assignment”) should the Chrysler Capital Parties be willing to accept the Assignment.

I understand that the Dealer’s willingness to enter into the Contract is conditioned upon the Assignment, which in turn requires the undersigned to execute this Cross Default and Cross Collateralization Agreement (this “Agreement”).

1. Definitions. The terms in this Agreement have the meanings usually and customarily ascribed to them in commercial contracts, except that the following terms shall have the meanings set forth below.

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

(b) “Obligations” means any and all of my debts or other obligations to the Chrysler Capital Parties, now existing or hereafter arising, whether created directly or acquired by assignment, sale or other transfer from the 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 Chrysler Capital Parties by assignment, sale or other transfer from the 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 Interests 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 Chrysler Capital Parties under such agreements. This Agreement is not intended as a novation, refinancing or restatement of existing debt.

5. Further Assignments. Any of the Chrysler Capital 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 this Agreement. Nothing in this Agreement shall be construed as a commitment by any of the Chrysler Capital Parties to accept future Assignments from, extend loans to or make other financial accommodations or commitments involving me or anyone else.

6. No Other Understandings. I acknowledge that the Chrysler Capital have made no promises 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 construed a waiver by the Chrysler Capital Parties 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 remain outstanding.

8. Execution. This Agreement may be executed in several counterparts, each of which is deemed an original and all of which constitute one and the same instrument.

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

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

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

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

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

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

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

ACCEPTED BY:  
SANTANDER CONSUMER USA INC.  
DBA CHRYSLER CAPITAL

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

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

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