

Chrysler Capital
Attn: Chrysler Capital Commercial Department
1601 Elm Street, Suite 800
Dallas, TX 75201

In order to induce Chrysler Capital or CCAP Auto Lease Ltd. ("Chrysler Capital") to enter into one or more loan, financing or lease agreements ("Agreements"), with _____
(insert borrower/lessee's name)

("Borrower"), the undersigned (hereinafter "Guarantor") agrees as follows:

1. Unless otherwise defined in this Guaranty, all terms used in this Guaranty shall have the meanings ascribed to such terms in the documents setting forth Borrower's debts or other obligations to Chrysler Capital or its affiliates, now existing or hereafter arising, whether credited directly or acquired by assignment, sale or other transfer ("Credit Accommodations"). This Guaranty is subject to and Guarantor agrees to be bound to every term, condition and provision of the Agreements, except to the extent such terms and conditions are inconsistent with the terms and conditions set forth herein. In addition, Guarantor represents and warrants that it has reviewed this Guaranty with counsel of its choosing, and fully understands and agrees to the provisions and waivers contained herein.
2. Guarantor is required to provide financial documentation as requested by Chrysler Capital.
3. Guarantor hereby guarantees absolutely, unconditionally and irrevocably the timely payment, without offset or deduction, and performance of all of Borrower's obligations under the Credit Accommodations. Guarantor's liability is primary and absolute, and will not be affected by any settlement or modification of the Credit Accommodations or by the discharge, waiver, assignment or release of Borrower's obligations under the Credit Accommodations for any reason, including Borrower's bankruptcy, insolvency, dissolution or death or the failure to file any document or give any notice of the discharge, waiver, assignment or by the taking or release of additional guarantors or security for performance of the Credit Accommodations.
4. Guarantor unconditionally and irrevocably waives any right that it may have (a) to promptness, diligence, acceptance, presentment, demand for performance, notice of non-performance, acceleration, protest, notice of protest, notice of dishonor, notice of default under the Credit Accommodations, notice of acceptance of this Guaranty and any other notices related to this Guaranty or the Credit Accommodations; (b) to require Chrysler Capital to proceed against Borrower or any other guarantor; (c) to require Chrysler Capital to pursue any other remedy in Chrysler Capital's power, including, but not limited to, first pursuing Borrower or assets of, or pledged on behalf of, Borrower; (d) to any defense other than defense of full payment of Borrower's obligations, including, but not limited to, defenses due to (i) invalidity or unenforceability of the Credit Accommodations, (ii) administration of the Borrower's obligations, (iii) changes in corporate structure of Borrower, Guarantor, or any entities related to either Borrower or Guarantor, (iv) Chrysler Capital's disclosure, or failure to disclose, information regarding Borrower, (v) rights to set-off or counterclaim against Chrysler Capital or related entities, (vi) Chrysler Capital's selection of remedies, (vii) Chrysler Capital's impairment of collateral including any release of a security interest or failure to perfect and maintain a valid security interest, (viii) alteration of the Credit Accommodations including a material alteration that materially increases or otherwise changes Guarantor's obligations whether or not set forth in writing, (ix) release of other guarantors, (x) the absence of a default on the underlying obligation of Borrower, (xi) the applicable limitations period, (xii), consideration or the absence thereof, (xiii) unenforceability of the Guaranty or Credit Accommodations, (xiv) bankruptcy of Borrower, and bankruptcy related defenses, including, without limitation, defenses in connection with fraudulent conveyance, preferences, the automatic stay or discharge, or (xv) acceptance of the Guaranty by Chrysler Capital; (e) to any benefit of any right to participate in the collateral, if any; (f) of subrogation, exoneration, reimbursement or contribution by Borrower or other guarantors until performance in full of the Credit Accommodations; and (g) any right to trial by jury.

5. Guarantor agrees to pay all costs and expenses (including but not limited to attorneys' fees, arbitration fees or court costs, arbitrator's compensation, taxable court costs, costs of experts, and other expenses in preparation for trial or arbitral proceedings) incurred by Chrysler Capital in collecting from Borrower of any of Borrower's obligations or in the enforcement of this Guaranty or the Credit Accommodations, whether or not arbitration is initiated or suit is filed.
6. In the event of any default by Borrower on any of Borrower's obligations, Guarantor agrees to immediately pay or perform any and all of Borrower's obligations following written demand by Chrysler Capital, and Guarantor will reimburse Chrysler Capital, to the extent that such reimbursement is not made by Borrower, for all costs and expenses as defined herein.
7. Guarantor acknowledges that this Guaranty may be assigned by Chrysler Capital only and inures to the benefit of Chrysler Capital and its successors and assigns. The liability of Guarantor shall continue until Borrower's obligations have been fully paid and performed. This is a continuing Guaranty and shall continue to apply to Borrower's obligations under the Credit Accommodations without limitation of amount or duration. This Guaranty is irrevocable and applies to all obligations of Borrower to Chrysler Capital whether or not set forth in the Credit Accommodations and Borrower waives the right to revoke this Guaranty.
8. No invalidity, irregularity or unenforceability of all or any part of Borrower's obligations, or of any security therefor, shall affect, impair, or be a defense to this Guaranty, and this Guaranty is a primary obligation of Guarantor.
9. If more than one party executes this Guaranty, the obligations of the undersigned hereunder shall be joint and several, and the term "Guarantor" shall include each as well as all of them and, in any right of action which shall accrue to Chrysler Capital by reason of any of Borrower's obligations, Chrysler Capital may, as its option, proceed against any Guarantor or against all of them at the same time.
10. Any controversy or claim arising out of or relating to this Guaranty, or any breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules as modified by the Expedited Procedures set forth therein, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall take place in Dallas County, Texas.
11. Guarantor acknowledges that the Agreement and this Guaranty evidence a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in the Agreement or this Guaranty.
12. Any indebtedness of Borrower now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Borrower to Chrysler Capital, and such indebtedness of Borrower to Guarantor, if Chrysler Capital so requests and upon default by Borrower to Chrysler Capital, shall be collected, enforced and received by Guarantor as trustee for Chrysler Capital, and shall be paid over to Chrysler Capital on account of the indebtedness of Borrower to Chrysler Capital, but without impairing or affecting in any manner the liability to Guarantor under the other provisions of this Guaranty. So long as no default exists in Borrower's indebtedness to Chrysler Capital, Guarantor may apply to its own account payments made to it by Borrower on Borrower's indebtedness held by Guarantor.
13. Guarantor represents, warrants and covenants with Chrysler Capital that (a) Guarantor presently has no defense whatever to any action, arbitration, suit or proceeding, at law or otherwise, that may be instituted on this Guaranty, (b) that all information provided by Guarantor to Chrysler Capital is true and correct, and (c) that at all times Guarantor has, and will have, funds available to pay the Borrower's obligations to Chrysler Capital.

14. This Guaranty shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Guaranty and any uncertainty and ambiguity shall not be interpreted against any one party. This Guaranty is to be interpreted, enforced and governed by and under the laws of the State of Texas, without giving effect to the conflict-of-laws, rules and principles thereof. In any action arising out of this Guaranty the parties agree that any action shall be brought in the federal or state courts in Texas and consent to the jurisdiction of those courts to resolve any and all such disputes.
15. This Guaranty may be executed in multiple counterparts, each of which shall be deemed an original Guaranty, and all of which shall constitute one Guaranty to be effective as of the date of execution by Guarantor. Photocopies or facsimile copies of executed copies of this Guaranty may be treated as an original.
16. This Guaranty contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO CHRYSLER CAPITAL. NO FORMAL ACCEPTANCE BY CHRYSLER CAPITAL IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE.

THIS GUARANTY IS DATED: _____

Guarantor:

Entity name: _____

By (signature): _____

Print name: _____

Title: _____

Guarantor's Physical Address: _____