

EXHIBIT "2"

**CONTINUING GUARANTY AGREEMENT
(Individual)**

TO: NISSAN MOTOR ACCEPTANCE CORPORATION

To induce NISSAN MOTOR ACCEPTANCE CORPORATION (hereinafter referred to as "Lender"), to extend or continue to extend credit to Deuce McAllister Nissan of Jackson, LLC (hereinafter referred to as the "Dealer"), having an office at 955 I-20 South Frontage Road, Jackson, MS 39204, and for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Dulymus J. McAllister** hereby unconditionally and irrevocably deliver(s) this Guaranty to Lender and hereby unconditionally and irrevocably guarantee(s) to Lender, and any transferee of this Guaranty or of any liability guaranteed hereby, (a) the full and prompt performance and payment of all present and future liabilities of Dealer to Lender irrespective of their nature or the time they arise, and (b) the due and punctual performance and observance of all agreements and indemnities of Dealer to Lender. The term "Guarantor," as used in this Guaranty, shall mean, individually and collectively, each of the persons whose signatures appear below. As used herein, the term "person" includes natural persons, partnerships, and incorporated and unincorporated entities and associations of every kind. Where appropriate in the context of a particular provision of this Guaranty, words used in the singular shall include the plural and vice versa, and words denoting the masculine gender shall include the feminine and neuter genders. It is contemplated that this is, and it is intended to be, the personal guaranty of payment and performance of each individual signing below in his or her individual capacity. If any liability guaranteed hereby is not paid when due, Guarantor hereby agrees to and will immediately pay same, without resort by the holder thereof to any other person or party.

The liabilities covered by this Guaranty and hereby guaranteed by Guarantor (herein referred to collectively and individually as the "liabilities") include all obligations and liabilities of Dealer (whether individually or jointly with others, and whether direct, indirect, absolute or contingent as maker, endorser, guarantor, surety or otherwise) to Lender, now existing or hereafter coming into existence and renewals or extensions in whole or in part of any of said liabilities, including without limitation, (a) interest and other liabilities arising or accruing after bankruptcy of Dealer or any other obligor on said liabilities, and (b) any and all damages, losses, costs, interest, charges, attorneys' fees and expenses of every kind, nature and description suffered or incurred by Lender, arising in any manner out of or in any way connected with, or growing out of, said liabilities.

Any payment by Guarantor hereunder may be applied to any of the liabilities in such order as Lender may, in its sole discretion, choose. The obligations of Guarantor hereunder are in addition to and shall not prejudice or be prejudiced by any other agreement, instrument, surety or guaranty (including any agreement, instrument, surety or guaranty signed by Guarantor)

which Lender may now or hereafter hold relative to any of the liabilities. The obligations of Guarantor to Lender hereunder are primary, absolute and unconditional.

Guarantor acknowledges that there may be future advances by Lender to Dealer (although Lender is under no obligation to make such advances) and that the number and amount of the liabilities are unlimited and may fluctuate from time to time hereafter. Guarantor expressly agrees that Guarantor's obligations hereunder shall remain absolute, primary and unconditional notwithstanding such future advances and fluctuations, if any.

The obligations of Guarantor under this Guaranty shall be continuing, absolute and unconditional under any and all circumstances and shall be paid by Guarantor regardless of (a) the validity, regularity, legality or enforceability of any of the liabilities or any collateral security or guaranty therefor; (b) any defense, offset or counterclaim which may at any time be available to or be asserted by Dealer or Guarantor or any other guarantor against Lender; or (c) any other event or circumstance whatsoever which may constitute, or might be construed to constitute, an equitable or legal discharge of a surety or a guarantor, it being the purpose and intent of the Guarantor that this Guaranty and the Guarantor's obligations hereunder shall remain in full force and effect and be binding upon Guarantor and Guarantor's successors until the liability and the obligations of Guarantor under this Guaranty shall have been satisfied by payment in full. This Guaranty is a continuing guaranty and shall remain in force at all times hereafter, whether there are any liabilities outstanding or not, until a written notice of termination from Guarantor is received and acknowledged by NMAC stating an effective date of no less than two (2) business days following receipt of such notice by NMAC. Any such termination shall not be effective as to any Guarantor who has failed to give such notice, and shall not release Guarantor from liability for payment of (i) any and all liabilities (as hereinbefore defined) then in existence, (ii) any renewals or extensions thereof, in whole or in part of, whether such renewals or extensions are made before or after such termination, and (iii) any damages, losses, costs, interest, charges, attorney's fees or expenses then or thereafter incurred in connection with such liabilities or any renewals or extensions thereof.

Guarantor hereby consents and agrees that, at any time or times, without the necessity of any reservation of rights against Guarantor and without notice to or further approval of Guarantor, and without in any way affecting the obligations of Guarantor hereunder, Lender may, with or without consideration, (i) supplement, modify, amend, renew, extend, accept partial payments or performance on or otherwise change the time, manner or place of payment or performance, or the interest rate or other terms, or the amount, of any of the liabilities, or the obligation of any party upon or for any part thereof; (ii) release, terminate, waive, abandon, compromise or subordinate the liabilities, in whole or in part; (iii) transfer or consent to the transfer of or enter into or give any other agreement, approval, waiver or consent with respect to or in exchange for the liabilities, or any part thereof; (iv) receive and hold additional security or guaranties; (v) release or agree not to sue, in whole or in part, Dealer, Guarantor or any other obligor, guarantor, endorser or surety upon any of the liabilities; or (vi) accelerate, compromise, settle, compound, sue for, or collect, either in whole or in part, any of the liabilities, any of the terms thereof, or any agreement, covenant, condition, or obligation of or with Dealer, Guarantor or any other obligor, guarantor, endorser or surety upon any of the liabilities.

Guarantor hereby consents and agrees that Lender may at any time, either with or without consideration, surrender, release, exchange, waive or receive any property or other security of any kind or nature whatsoever held by it or any person on its behalf or for its account securing any of the liabilities, or substitute any collateral so held by Lender for other collateral of like kind, or any kind, without notice to or further consent from Guarantor, and such surrender, receipt, release or substitution shall not in any way affect the obligations of Guarantor hereunder. Lender shall not have any duty to protect, secure, perfect or insure any collateral security at any time securing the payment of the liabilities. Lender shall have full authority to adjust, compromise and receive less than the amount due upon any such collateral, and may enter into any accord and satisfaction agreement with respect to the same as may seem advisable to Lender without affecting the obligations of Guarantor hereunder, which shall remain absolute, primary and unconditional. Lender shall be under no duty to undertake to collect upon such collateral or any part thereof, and shall not be liable for any negligence or mistake in judgment in handling, disposing of, obtaining, or failing to collect upon, or perfecting a security interest in, any such collateral. Lender may collect or otherwise liquidate any collateral in any manner (including judicial or nonjudicial sale or other disposition of any security) and bid and purchase at any sale without affecting or impairing the obligations of Guarantor.

Without limitation on the other waivers and provisions in this Guaranty, Guarantor hereby waives all Guarantor's rights of subrogation and reimbursement and any other related rights and defenses available to Guarantor under any applicable law or otherwise, including (a) any defenses Guarantor may have to the obligations under the Guaranty by reason of an election of remedies by Lender and (b) any rights or defenses Guarantor may have by reason of protection afforded to Dealer with respect to the liabilities guaranteed by the Guaranty pursuant to any laws of Mississippi or any other jurisdiction limiting or discharging Dealer's indebtedness or requiring Lender to foreclose on any real property security prior to instituting any action against Dealer. Guarantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for any obligation guaranteed by this Guaranty, has destroyed Guarantor's rights of subrogation and reimbursement against Dealer by operation of any applicable law or otherwise. Guarantor hereby waives any right available under any law or otherwise to have a fair value hearing for, to require Lender to establish the fair value of, or to require Lender to proceed against, any of the collateral provided by Dealer for the liabilities guaranteed by the Guaranty, prior to or as a condition of Lender's enforcement and collection of Guarantor's obligations under this Guaranty, and Guarantor hereby waives any defense to its obligations under this Guaranty arising from or in connection with any such right under any applicable law or otherwise.

This Guaranty covers all liabilities to Lender purporting to be incurred on behalf of Dealer by any officer, agent or partner of said Dealer, without regard to the actual authority of such officer, agent or partner to bind Dealer, and without regard to the capacity of Dealer or whether the organization or charter of Dealer is in any way defective.

Guarantor waives any requirement that Lender make any demand, commence suit or exercise any other right or remedy under the liabilities prior to enforcing its rights against Guarantor hereunder. Guarantor waives notice of acceptance of this Guaranty and of the creation, extension or renewal of any liability of Dealer to which it is related and of any default by Dealer. Guarantor waives diligence, presentment, protest, demand for payment and/or notice of default or nonpayment to or upon Dealer, Guarantor or any other person with respect to the liabilities. Guarantor waives any right to require Lender to marshal assets in favor of Dealer, Guarantor or any other person or entity. When making any demand hereunder against Guarantor, Lender may, but shall be under no obligation to, make a similar demand on any other guarantor, and any failure by Lender to make any such demand, to collect any payments from any such other guarantor, or any release of such other guarantor shall not relieve Guarantor of its obligations and liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Lender against Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings against Dealer or any other obligor. This Guaranty shall not be affected by any change which may arise by reason of the death of Guarantor, or the reorganization, restructuring, change in ownership or dissolution of Dealer.

This Guaranty shall bind and inure to the benefit of Lender, its successors and assigns, and likewise shall bind and inure to the benefit of Guarantor, his heirs, executors, administrators, estates, successors and assigns.

If any legal action or actions are instituted by Lender to enforce any of its rights against Guarantor hereunder, then Guarantor agrees to pay Lender all expenses incurred by Lender relative to such legal action or actions including, but not limited to, court costs plus reasonable attorneys' fees.

Lender is authorized and empowered to proceed against Guarantor without joining Dealer or any other guarantor. All of said parties may be sued together, or any of them may be sued separately without first or contemporaneously suing the others. There shall be no duty or obligation upon Lender, whether by notice under any applicable statute or otherwise (i) to proceed against Dealer or Guarantor; or (ii) to initiate any proceeding or exhaust any remedy against Dealer or Guarantor, or (iii) to give any notice to Guarantor or Dealer whatsoever, before bringing suit, exercising any right to any collateral or security, or instituting proceedings of any kind against Dealer, Guarantor or any of them.

Guarantor hereby ratifies, confirms, and adopts all the terms, conditions, agreements and stipulations of all notes and other evidences of the liabilities heretofore or hereafter executed. Without in any way limiting the generality of the foregoing, Guarantor waives and renounces, for himself and his family, any and all homestead or exemption rights he may have under or by virtue of the constitution or laws of any state, or the United States, as against the obligations hereby created, and Guarantor does hereby transfer, convey and assign, and direct any trustee in bankruptcy or receiver to deliver to Lender or the holder hereof, a sufficient amount of property or money in any homestead or exemption that may be allowed to Guarantor to pay any liability guaranteed hereby in full and all costs of collection. Guarantor also waives and renounces for himself any defenses to any of the liabilities which may be

available to or could be asserted by Dealer, except for payment, and further waives any setoffs and counterclaims.

Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

Guarantor agrees that if at any time all or any part of any payment theretofore applied by Lender to any of the liabilities is or must be rescinded or returned by Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Dealer), such liabilities shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Lender, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such liabilities, all as though such application by Lender had not been made.

All of Lender's rights and remedies are cumulative and those granted hereunder are in addition to any rights and remedies available to Lender under law. A waiver by Lender of any right or remedy on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. If any provision of this Guaranty or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the full extent permitted by law. The failure or forbearance of Lender to exercise any right hereunder, or otherwise granted to it by law or another agreement, shall not affect the obligations of Guarantor hereunder and shall not constitute a waiver of said right. This Guaranty contains the entire agreement between the parties, and no provision hereof may be waived, modified, or altered except by a writing executed by Guarantor and Lender. There is no understanding that any person other than or in addition to Guarantor shall execute this Guaranty.

GUARANTOR'S EXECUTION OF THIS GUARANTY WAS NOT BASED UPON ANY FACTS OR MATERIALS PROVIDED BY LENDER NOR WAS GUARANTOR INDUCED TO EXECUTE THIS GUARANTY BY ANY REPRESENTATION, STATEMENT OR ANALYSIS MADE BY LENDER. GUARANTOR ACKNOWLEDGES AND AGREES THAT GUARANTOR ASSUMES SOLE RESPONSIBILITY FOR INDEPENDENTLY OBTAINING ANY INFORMATION OR REPORTS DEEMED ADVISABLE BY GUARANTOR WITH REGARD TO DEALER, AND GUARANTOR AGREES TO RELY SOLELY ON THE INFORMATION OR REPORTS SO OBTAINED IN REACHING ANY DECISION TO EXECUTE THIS GUARANTY. GUARANTOR ACKNOWLEDGES AND AGREES THAT LENDER IS AND SHALL BE UNDER NO OBLIGATION NOW OR IN THE FUTURE TO FURNISH ANY INFORMATION TO GUARANTOR CONCERNING DEALER OR THE LIABILITIES, AND THAT LENDER DOES NOT AND SHALL NOT BE DEEMED

IN THE FUTURE TO WARRANT THE ACCURACY OF ANY INFORMATION OR REPRESENTATION CONCERNING DEALER, GUARANTOR OR ANY OTHER PERSON WHICH MAY INDUCE GUARANTOR TO EXECUTE THIS GUARANTY.

This Guaranty and its performance, interpretation and enforcement shall in all respects be governed by the laws of the State where Dealer is located.

GUARANTOR (AND, IF MORE THAN ONE PERSON HAS SIGNED BELOW AS GUARANTOR, EACH SUCH PERSON) HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS GUARANTY OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS BETWEEN GUARANTOR AND LENDER OR BORROWER AND LENDER OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND GUARANTOR (AND, IF MORE THAN ONE PERSON HAS SIGNED BELOW AS GUARANTOR, EACH SUCH PERSON) HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR (OR ANY SUCH PERSON) TO THE WAIVER OF HIS, HER OR ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, and in agreement hereto, Guarantor has executed this Guaranty as of this 15 day of November, 2005.



Dulymus J. McAllister, an individual

Address of Guarantor: 13 Byron Nelson
San Antonio, TX 78257

**CONTINUING GUARANTY AGREEMENT
(Limited Liability Company)**

TO: NISSAN MOTOR ACCEPTANCE CORPORATION

To induce NISSAN MOTOR ACCEPTANCE CORPORATION (hereinafter referred to as "Lender"), to extend or continue to extend credit to Deuce McAllister Nissan of Jackson, LLC (hereinafter referred to as the "Dealer"), having an office at 955 I-20 South Frontage Road, Jackson, MS 39204, and for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged Deuce McAllister Motors, LLC, hereby unconditionally and irrevocably deliver(s) this Guaranty to Lender and hereby unconditionally and irrevocably guarantee(s) to Lender, and any transferee of this Guaranty or of any liability guaranteed hereby, (a) the full and prompt performance and payment of all present and future liabilities of Dealer to Lender irrespective of their nature or the time they arise, and (b) the due and punctual performance and observance of all agreements and indemnities of Dealer to Lender. The term "Guarantor," as used in this Guaranty, shall mean, individually and collectively, each of the persons whose signatures appear below. As used herein, the term "person" includes natural persons, partnerships, and incorporated and unincorporated entities and associations of every kind. Where appropriate in the context of a particular provision of this Guaranty, words used in the singular shall include the plural and vice versa, and words denoting the masculine gender shall include the feminine and neuter genders. It is contemplated that this is, and it is intended to be, the personal guaranty of payment and performance of each individual signing below in his or her individual capacity. If any liability guaranteed hereby is not paid when due, Guarantor hereby agrees to and will immediately pay same, without resort by the holder thereof to any other person or party.

The liabilities covered by this Guaranty and hereby guaranteed by Guarantor (herein referred to collectively and individually as the "liabilities") include all obligations and liabilities of Dealer (whether individually or jointly with others, and whether direct, indirect, absolute or contingent as maker, endorser, guarantor, surety or otherwise) to Lender, now existing or hereafter coming into existence and renewals or extensions in whole or in part of any of said liabilities, including without limitation, (a) interest and other liabilities arising or accruing after bankruptcy of Dealer or any other obligor on said liabilities, and (b) any and all damages, losses, costs, interest, charges, attorneys' fees and expenses of every kind, nature and description suffered or incurred by Lender, arising in any manner out of or in any way connected with, or growing out of, said liabilities.

Any payment by Guarantor hereunder may be applied to any of the liabilities in such order as Lender may, in its sole discretion, choose. The obligations of Guarantor hereunder are in addition to and shall not prejudice or be prejudiced by any other agreement, instrument, surety or guaranty (including any agreement, instrument, surety or guaranty signed by Guarantor)

which Lender may now or hereafter hold relative to any of the liabilities. The obligations of Guarantor to Lender hereunder are primary, absolute and unconditional.

Guarantor acknowledges that there may be future advances by Lender to Dealer (although Lender is under no obligation to make such advances) and that the number and amount of the liabilities are unlimited and may fluctuate from time to time hereafter. Guarantor expressly agrees that Guarantor's obligations hereunder shall remain absolute, primary and unconditional notwithstanding such future advances and fluctuations, if any.

The obligations of Guarantor under this Guaranty shall be continuing, absolute and unconditional under any and all circumstances and shall be paid by Guarantor regardless of (a) the validity, regularity, legality or enforceability of any of the liabilities or any collateral security or guaranty therefor; (b) any defense, offset or counterclaim which may at any time be available to or be asserted by Dealer or Guarantor or any other guarantor against Lender; or (c) any other event or circumstance whatsoever which may constitute, or might be construed to constitute, an equitable or legal discharge of a surety or a guarantor, it being the purpose and intent of the Guarantor that this Guaranty and the Guarantor's obligations hereunder shall remain in full force and effect and be binding upon Guarantor and Guarantor's successors until the liability and the obligations of Guarantor under this Guaranty shall have been satisfied by payment in full. This Guaranty is a continuing guaranty and shall remain in force at all times hereafter, whether there are any liabilities outstanding or not, until a written notice of termination from Guarantor is received and acknowledged by NMAC stating an effective date of no less than two (2) business days following receipt of such notice by NMAC. Any such termination shall not be effective as to any Guarantor who has failed to give such notice, and shall not release Guarantor from liability for payment of (i) any and all liabilities (as hereinbefore defined) then in existence, (ii) any renewals or extensions thereof, in whole or in part of, whether such renewals or extensions are made before or after such termination, and (iii) any damages, losses, costs, interest, charges, attorney's fees or expenses then or thereafter incurred in connection with such liabilities or any renewals or extensions thereof.

Guarantor hereby consents and agrees that, at any time or times, without the necessity of any reservation of rights against Guarantor and without notice to or further approval of Guarantor, and without in any way affecting the obligations of Guarantor hereunder, Lender may, with or without consideration, (i) supplement, modify, amend, renew, extend, accept partial payments or performance on or otherwise change the time, manner or place of payment or performance, or the interest rate or other terms, or the amount, of any of the liabilities, or the obligation of any party upon or for any part thereof; (ii) release, terminate, waive, abandon, compromise or subordinate the liabilities, in whole or in part; (iii) transfer or consent to the transfer of or enter into or give any other agreement, approval, waiver or consent with respect to or in exchange for the liabilities, or any part thereof; (iv) receive and hold additional security or guaranties; (v) release or agree not to sue, in whole or in part, Dealer, Guarantor or any other obligor, guarantor, endorser or surety upon any of the liabilities; or (vi) accelerate, compromise, settle, compound, sue for, or collect, either in whole or in part, any of the liabilities, any of the terms thereof, or any agreement, covenant, condition, or obligation of or with Dealer, Guarantor or any other obligor, guarantor, endorser or surety upon any of the liabilities.

Guarantor hereby consents and agrees that Lender may at any time, either with or without consideration, surrender, release, exchange, waive or receive any property or other security of any kind or nature whatsoever held by it or any person on its behalf or for its account securing any of the liabilities, or substitute any collateral so held by Lender for other collateral of like kind, or any kind, without notice to or further consent from Guarantor, and such surrender, receipt, release or substitution shall not in any way affect the obligations of Guarantor hereunder. Lender shall not have any duty to protect, secure, perfect or insure any collateral security at any time securing the payment of the liabilities. Lender shall have full authority to adjust, compromise and receive less than the amount due upon any such collateral, and may enter into any accord and satisfaction agreement with respect to the same as may seem advisable to Lender without affecting the obligations of Guarantor hereunder, which shall remain absolute, primary and unconditional. Lender shall be under no duty to undertake to collect upon such collateral or any part thereof, and shall not be liable for any negligence or mistake in judgment in handling, disposing of, obtaining, or failing to collect upon, or perfecting a security interest in, any such collateral. Lender may collect or otherwise liquidate any collateral in any manner (including judicial or nonjudicial sale or other disposition of any security) and bid and purchase at any sale without affecting or impairing the obligations of Guarantor.

Without limitation on the other waivers and provisions in this Guaranty, Guarantor hereby waives all Guarantor's rights of subrogation and reimbursement and any other related rights and defenses available to Guarantor under any applicable law or otherwise, including (a) any defenses Guarantor may have to the obligations under the Guaranty by reason of an election of remedies by Lender and (b) any rights or defenses Guarantor may have by reason of protection afforded to Dealer with respect to the liabilities guaranteed by the Guaranty pursuant to any laws of Mississippi or any other jurisdiction limiting or discharging Dealer's indebtedness or requiring Lender to foreclose on any real property security prior to instituting any action against Dealer. Guarantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as nonjudicial foreclosure with respect to security for any obligation guaranteed by this Guaranty, has destroyed Guarantor's rights of subrogation and reimbursement against Dealer by operation of any applicable law or otherwise. Guarantor hereby waives any right available under any law or otherwise to have a fair value hearing for, to require Lender to establish the fair value of, or to require Lender to proceed against, any of the collateral provided by Dealer for the liabilities guaranteed by the Guaranty, prior to or as a condition of Lender's enforcement and collection of Guarantor's obligations under this Guaranty, and Guarantor hereby waives any defense to its obligations under this Guaranty arising from or in connection with any such right under any applicable law or otherwise.

This Guaranty covers all liabilities to Lender purporting to be incurred on behalf of Dealer by any officer, agent or partner of said Dealer, without regard to the actual authority of such officer, agent or partner to bind Dealer, and without regard to the capacity of Dealer or whether the organization or charter of Dealer is in any way defective.

Guarantor waives any requirement that Lender make any demand, commence suit or exercise any other right or remedy under the liabilities prior to enforcing its rights against Guarantor hereunder. Guarantor waives notice of acceptance of this Guaranty and of the creation, extension or renewal of any liability of Dealer to which it is related and of any default by Dealer. Guarantor waives diligence, presentment, protest, demand for payment and/or notice of default or nonpayment to or upon Dealer, Guarantor or any other person with respect to the liabilities. Guarantor waives any right to require Lender to marshal assets in favor of Dealer, Guarantor or any other person or entity. When making any demand hereunder against Guarantor, Lender may, but shall be under no obligation to, make a similar demand on any other guarantor, and any failure by Lender to make any such demand, to collect any payments from any such other guarantor, or any release of such other guarantor shall not relieve Guarantor of its obligations and liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Lender against Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings against Dealer or any other obligor. This Guaranty shall not be affected by any change which may arise by reason of the death of Guarantor, or the reorganization, restructuring, change in ownership or dissolution of Dealer.

This Guaranty shall bind and inure to the benefit of Lender, its successors and assigns, and likewise shall bind and inure to the benefit of Guarantor, his heirs, executors, administrators, estates, successors and assigns.

If any legal action or actions are instituted by Lender to enforce any of its rights against Guarantor hereunder, then Guarantor agrees to pay Lender all expenses incurred by Lender relative to such legal action or actions including, but not limited to, court costs plus reasonable attorneys' fees.

Lender is authorized and empowered to proceed against Guarantor without joining Dealer or any other guarantor. All of said parties may be sued together, or any of them may be sued separately without first or contemporaneously suing the others. There shall be no duty or obligation upon Lender, whether by notice under any applicable statute or otherwise (i) to proceed against Dealer or Guarantor; or (ii) to initiate any proceeding or exhaust any remedy against Dealer or Guarantor, or (iii) to give any notice to Guarantor or Dealer whatsoever, before bringing suit, exercising any right to any collateral or security, or instituting proceedings of any kind against Dealer, Guarantor or any of them.

Guarantor hereby ratifies, confirms, and adopts all the terms, conditions, agreements and stipulations of all notes and other evidences of the liabilities heretofore or hereafter executed. Without in any way limiting the generality of the foregoing, Guarantor waives and renounces, for himself and his family, any and all homestead or exemption rights he may have under or by virtue of the constitution or laws of any state, or the United States, as against the obligations hereby created, and Guarantor does hereby transfer, convey and assign, and direct any trustee in bankruptcy or receiver to deliver to Lender or the holder hereof, a sufficient amount of property or money in any homestead or exemption that may be allowed to Guarantor to pay any liability guaranteed hereby in full and all costs of collection. Guarantor also waives and renounces for himself any defenses to any of the liabilities which may be

available to or could be asserted by Dealer, except for payment, and further waives any setoffs and counterclaims.

Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

Guarantor agrees that if at any time all or any part of any payment theretofore applied by Lender to any of the liabilities is or must be rescinded or returned by Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Dealer), such liabilities shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Lender, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such liabilities, all as though such application by Lender had not been made.

All of Lender's rights and remedies are cumulative and those granted hereunder are in addition to any rights and remedies available to Lender under law. A waiver by Lender of any right or remedy on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. If any provision of this Guaranty or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the full extent permitted by law. The failure or forbearance of Lender to exercise any right hereunder, or otherwise granted to it by law or another agreement, shall not affect the obligations of Guarantor hereunder and shall not constitute a waiver of said right. This Guaranty contains the entire agreement between the parties, and no provision hereof may be waived, modified, or altered except by a writing executed by Guarantor and Lender. There is no understanding that any person other than or in addition to Guarantor shall execute this Guaranty.

GUARANTOR'S EXECUTION OF THIS GUARANTY WAS NOT BASED UPON ANY FACTS OR MATERIALS PROVIDED BY LENDER NOR WAS GUARANTOR INDUCED TO EXECUTE THIS GUARANTY BY ANY REPRESENTATION, STATEMENT OR ANALYSIS MADE BY LENDER. GUARANTOR ACKNOWLEDGES AND AGREES THAT GUARANTOR ASSUMES SOLE RESPONSIBILITY FOR INDEPENDENTLY OBTAINING ANY INFORMATION OR REPORTS DEEMED ADVISABLE BY GUARANTOR WITH REGARD TO DEALER, AND GUARANTOR AGREES TO RELY SOLELY ON THE INFORMATION OR REPORTS SO OBTAINED IN REACHING ANY DECISION TO EXECUTE THIS GUARANTY. GUARANTOR ACKNOWLEDGES AND AGREES THAT LENDER IS AND SHALL BE UNDER NO OBLIGATION NOW OR IN THE FUTURE TO FURNISH ANY INFORMATION TO GUARANTOR CONCERNING DEALER OR THE LIABILITIES, AND THAT LENDER DOES NOT AND SHALL NOT BE DEEMED

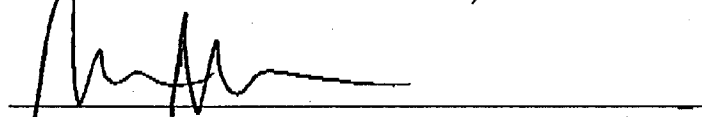
IN THE FUTURE TO WARRANT THE ACCURACY OF ANY INFORMATION OR REPRESENTATION CONCERNING DEALER, GUARANTOR OR ANY OTHER PERSON WHICH MAY INDUCE GUARANTOR TO EXECUTE THIS GUARANTY.

This Guaranty and its performance, interpretation and enforcement shall in all respects be governed by the laws of the State where Dealer is located.

GUARANTOR (AND, IF MORE THAN ONE PERSON HAS SIGNED BELOW AS GUARANTOR, EACH SUCH PERSON) HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS GUARANTY OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS BETWEEN GUARANTOR AND LENDER OR BORROWER AND LENDER OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND GUARANTOR (AND, IF MORE THAN ONE PERSON HAS SIGNED BELOW AS GUARANTOR, EACH SUCH PERSON) HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GUARANTOR (OR ANY SUCH PERSON) TO THE WAIVER OF HIS, HER OR ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, and in agreement hereto, Guarantor has executed this Guaranty as of this 15 day of November, 2005.

DEUCE MCALLISTER MOTORS, LLC



Dulymus J. McAllister, Manager

**CERTIFIED RESOLUTIONS
(Limited Liability Company)**

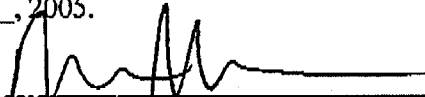
The undersigned hereby certify that we are all of the members of Deuce McAllister Motors, LLC, a Mississippi limited liability company ("Company") organized and existing under the laws of the State of Mississippi, with its principal offices in the City of Jackson State of Mississippi, and that the following resolutions were duly adopted in accordance with the articles of organization and the operating agreement of this limited liability company:

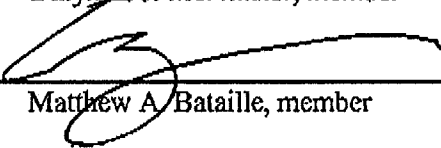
RESOLVED, that the members of this Company are, and each of them, acting alone, is, hereby authorized and empowered in the name, and on behalf, of the Company to guaranty to Nissan Motor Acceptance Corporation ("NMAC") any and all obligations now or hereafter owing by Deuce McAllister Nissan of Jackson, LLC ("Borrower), to NMAC and to execute in the name, and on behalf, of the Company and deliver to NMAC in the form required by NMAC any instruments or agreements deemed necessary or desirable by NMAC with respect to such guaranty; and

FURTHER RESOLVED, that the members of this Company are, and each of them, acting alone, is, hereby authorized and empowered to assign, mortgage, pledge or hypothecate from time to time any and all of the assets of the Company to secure such guaranty or any and all obligations of Borrower now or hereafter owing to NMAC, and to execute in the name, and on behalf, of the Company and deliver to NMAC in the form required by NMAC any instruments or agreements deemed necessary or desirable by NMAC in respect to any collateral securing such guaranty or such obligations; and

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by NMAC until receipt by them of a written notice of any change therein.

IN WITNESS WHEREOF, we have signed this certification as the members of this limited liability company this 15 day of November, 2005.

By: 
Dulymus J. McAllister, member

By: 
Matthew A. Bataille, member