

EXHIBIT A TO BIDDING
PROCEDURES ORDER

BIDDING PROCEDURES¹

By a motion dated May 3, 2009 (the "Motion"), Chrysler LLC ("Chrysler") and 24 of its domestic direct and indirect subsidiaries, as debtors and debtors in possession (collectively with Chrysler, the "Debtors") sought, among other things, approval of the procedures for the sale of substantially all the CarCo Business (as defined below) and substantially all of the Purchased Assets (as defined below) related thereto. On May 8, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered its order (the "Bidding Procedures Order"), authorizing the Debtors, among other things, to market the Purchased Assets through the bidding procedures described below (the "Bidding Procedures"). As part of the Bidding Procedures, the Bankruptcy Court has scheduled a hearing to consider approval of the sale of the Purchased Assets to the Successful Bidder (as defined below), to be conducted on May 27, 2009, at 10:00 a.m., Eastern Time, in Room 523 at the Bankruptcy Court, Alexander Hamilton U.S. Custom House, One Bowling Green, New York, New York 10004-1408 (the "Sale Hearing").

I. Stalking Horse Bid

The Debtors have executed a Master Transaction Agreement (collectively with all ancillary documents and agreements, the "Purchase Agreement") with Fiat S.p.A ("Fiat") and New CarCo Acquisition LLC (the "Purchaser"), a Delaware limited liability company formed by Fiat, dated as of April 30, 2009, which contemplates a set of related transactions (collectively, the "Sale Transaction") for the sale of the Purchased Assets to the Purchaser in consideration for \$2 billion in cash (the "Cash Consideration") and the assumption of certain liabilities (the "Assumed Liabilities").

II. Important Dates for Potential Competing Bidders

These Bidding Procedures provide for an opportunity for interested parties to qualify and participate in the Auction and submit competing bids for all or substantially all of the Purchased Assets. The Debtors shall, in consultation with the official creditors' committee appointed in the Debtors' chapter 11 cases (the "Creditors' Committee"), the United States Department of the Treasury (the "U.S. Treasury") and the UAW (as defined below):

- (a) assist Potential Bidders (as defined below) in conducting their respective due diligence investigations and accept Bids (as defined below) until 5:00 p.m., Eastern Time, on May 20, 2009;

¹ Capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Motion and all Exhibits thereto.

- (b) negotiate with any Qualified Bidders (as defined below) in advance of the Sale Hearing to be conducted on May 27, 2009;
- (c) if there are Qualified Bidders for all or substantially all of the Purchased Assets in addition to the Purchaser, identify one bid (or group of bids) as the Lead Bid (as defined below) for presentation to the Bankruptcy Court and, if necessary, conduct an in-court auction among Qualified Bidders at the Sale Hearing on May 27, 2009 to identify the Successful Bid; and
- (d) seek authority to sell all or substantially all of the Purchased Assets to the Successful Bidder(s) (as defined below) at the Sale Hearing to be conducted by the Bankruptcy Court on May 27, 2009.

III. Assets to Be Sold

The Debtors seek to sell substantially all of the Debtors' tangible, intangible and operating assets, defined as the "Purchased Assets" in Section 2.06 of the Purchase Agreement, including the Designated Agreements (as such term is defined in the Bidding Procedures Order), the assets related to the research, design, manufacturing, production, assembly and distribution of passenger cars, trucks and other vehicles (including prototypes) under brand names that include Chrysler, Jeep® and Dodge (the "CarCo Business"), certain of the facilities related thereto and all rights including intellectual property rights, trade secrets, customer lists, domain names, books and records, software and other assets used in or necessary to the operation of the CarCo Business or related thereto (collectively, as defined in the Purchase Agreement, the "Purchased Assets").

IV. The Bidding Process

The Debtors shall: (a) coordinate the efforts of Potential Bidders in conducting their respective due diligence investigations regarding the Purchased Assets; (b) with the assistance of their financial advisor, Capstone Advisory Group, LLC ("Capstone"), determine whether any person or entity is a Qualified Bidder (as defined below); (c) receive and evaluate bids from Qualified Bidders; and (d) negotiate any Qualified Bids. The foregoing activities are referred to, collectively, as the "Bidding Process." Any person or entity who wishes to participate in the Bidding Process must meet the participation requirements for Potential Bidders below and must thereafter submit a Qualified Bid to become a Qualified Bidder. Except as provided by applicable law or court order, neither the Debtors nor their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Purchased Assets to any person or entity who does not comply with the participation requirements below.

V. Participation Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process, each interested person or entity (a "Potential Bidder") must deliver the following documents to the parties described below (the "Participation Materials"):

- (a) An executed confidentiality agreement in form and substance satisfactory to the Debtors; and

- (b) A statement demonstrating to the Debtors' satisfaction a *bona fide* interest in purchasing the Purchased Assets, or a substantial portion thereof, from the Debtors.

The Participation Materials must be transmitted by the Potential Bidder so as to be received no later than 4:00 p.m., Eastern Time, on May 15, 2009 by each of the following parties (collectively, the "Notice Parties"): (a) the Debtors, c/o Chrysler LLC, 1000 Chrysler Drive, CIMS# 485-14-96, Auburn Hills, Michigan 48326-2766 (Attn: Holly E. Leese, Esq.); (b) Jones Day, counsel to the Debtors, 222 East 41st Street, New York, New York 10017 (Attn: Corinne Ball, Esq. and Nathan Lebioda, Esq.) and 1420 Peachtree Street, N.E., Suite 800, Atlanta, Georgia 30309-3053 (Attn: Jeffrey B. Ellman, Esq.); (c) Capstone Advisory Group, LLC, Park 80 West, Plaza 1, Plaza Level, Saddle Brook, NJ 07663 (Attn: Robert Manzo); (d) Kramer Levin Naftalis & Frankel LLP, counsel to the Creditors' Committee, 1177 Avenue of the Americas New York, New York 10036 (Attn: Thomas M. Mayer, Esq. and Kenneth H. Eckstein, Esq.); (e) Simpson Thacher & Bartlett LLP, counsel to the administrative agent for the Debtors' prepetition senior secured lenders (the "Senior Secured Lenders"), 425 Lexington Avenue, New York, New York 10017 (Attn: Peter Pantaleo, Esq. and David Eisenberg, Esq.); (f) the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Brian S. Masumoto, Esq.); (g) the U.S. Treasury, 1500 Pennsylvania Avenue NW, Room 2312 Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (h) United States Attorney's Office, Southern District of New York, Civil Division, Tax & Bankruptcy Unit, 86 Chambers Street, 3rd Floor, New York, New York 10007 and Cadwalader, Wickersham & Taft LLP, Of counsel to the Presidential Task Force on the Auto Industry, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (i) Vedder Price, P.C., counsel to Export Development Canada, 1633 Broadway, 47th Floor New York, New York 10019 (Attn: Michael J. Edelman, Esq.); (j) the Purchaser, c/o Fiat S.p.A, Via Nizza n. 250, 10125 Torino, Italy (Attn: Chief Executive Officer); (k) Sullivan & Cromwell LLP, counsel to the Purchaser and Fiat, 125 Broad Street, New York, New York 10004 (Attn: Scott D. Miller, Esq. and Andrew Dietderich, Esq.) and 1888 Century Park East, 21st Floor, Los Angeles, CA 90067 (Attn: Hydee R. Feldstein, Esq.); (l) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW"), 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel Sherrick, Esq.); (m) Cleary Gottlieb Steen & Hamilton LLP, counsel to the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (n) Cohen, Weiss and Simon LLP, counsel to the UAW, 330 W. 42nd St., New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (o) Togut, Segal & Segal, LLP, conflicts counsel to the Debtors, One Penn Plaza, New York, New York 10119 (Attn: Albert Togut, Esq.); and (p) any other statutory committees appointed in these cases.

If the Debtors determine, in consultation with the Creditors' Committee, the UAW and the U.S. Treasury, that a potential bidder has a *bona fide* interest in the Purchased Assets, or a substantial portion thereof, no later than two business days after the Debtors make that determination and have received from a Potential Bidder all of the materials required above, the Debtors will deliver to the Potential Bidder: (a) a confidential memorandum containing information and financial data with respect to the Purchased Assets (the "Confidential Memorandum"); (b) an electronic copy of the Purchase Agreement; and (c) access information for a confidential electronic data room concerning the Purchased Assets (the "Data Room").

VI. Due Diligence

Until the Bid Deadline (as defined below), the Debtors will afford any Potential Bidder such due diligence access or additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determine to be reasonable and appropriate under the circumstances. All additional due diligence requests shall be directed to Robert Manzo of Capstone at Park 80 West, Plaza 1, Plaza Level, Saddle Brook, NJ 07663, (201) 587-7100. The Debtors, with the assistance of Capstone, shall coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. If the Debtors determine that due diligence material requested by a Potential Bidder is reasonable and appropriate under the circumstances, but such material has not previously been provided to any other Potential Bidder, the Debtors shall post such materials in the Data Room and provide email notice of such posting to all Potential Bidders, as well as to the Notice Parties.

Unless otherwise determined by the Debtors, the availability of additional due diligence to a Potential Bidder will cease on the earlier of (a) the time that the Potential Bidder fails to become a Qualified Bidder, (b) the Bid Deadline or (c) the time that the Bidding Process is terminated in accordance with its terms. Except as provided above with respect to the Confidential Memorandum and the copy of the Purchase Agreement provided by the Debtors to the Potential Bidders, and information in the Data Room, neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever relating to the Purchased Assets to any party.

VII. Bid Deadline

A Potential Bidder that desires to make a bid shall deliver written and electronic copies of its bid to the Notice Parties so as to be received not later than 5:00 p.m., Eastern Time, on May 20, 2009 (the "Bid Deadline"). Electronic delivery information for bids will be posted in the Data Room.

VIII. Bid Requirements

To participate in the Auction, if any, a Qualified Bidder must deliver to the Debtors a written offer, which must provide, at a minimum, the items noted below to be deemed a "Qualified Bid:"

- (a) The Potential Bidder offers to purchase the Purchased Assets, or a substantial portion thereof, from the Debtors at the purchase price and upon the terms and conditions set forth in an executed agreement in substantially the form of the Purchase Agreement and submit the executed clean copy together with a market copy showing any proposed changes, amendments and modifications to the Purchase Agreement (the "Marked Agreement");
- (b) The bid is not subject to any due diligence or financing contingency, is not conditioned on bid protections, other than those contemplated in the Bidding Procedures for subsequent overbids and is irrevocable until one

business day following the closing of the Sale Transaction with the Successful Bidder;

- (c) The bid provides that (i) the Potential Bidder agrees to the assumption by the Debtors and assignment to such Potential Bidder of any collective bargaining agreements entered into by and between the Debtors and the UAW with the exception of (1) the Debtors' agreement to provide certain retiree medical benefits specified in the Memorandum of Understanding Post-Retirement Medical Care, dated October 12, 2007, between Chrysler and the UAW, (2) the Memorandum of Understanding Post-Retirement Medical Care, dated April 29, 2009, between Chrysler and the UAW and (3) the 2008 Settlement Agreement; and (ii) the Potential Bidder will enter into the UAW Retiree Settlement Agreement;
- (d) The purchase price in such bid is a higher and better offer for the Purchased Assets, and such offer shall not be considered a higher or better offer unless such bid provides for net consideration to the Debtors' estates of at least \$100 million more than the \$2 billion cash consideration provided by the Purchaser, such amount to be deemed to include the amount of the Breakup Fee (the "Minimum Overbid Purchase Price");
- (e) The bid provides for the assumption by the Potential Bidder (pursuant to assumption documentation reasonably acceptable to Chrysler LLC, said Potential Bidder (or Purchaser), the U.S. Treasury, Export Development Canada and GMAC) of all obligations of Chrysler LLC under the GMAC MAFA Term Sheet (the "GMAC Term Sheet") attached to the Purchase Agreement as Exhibit A, or, if executed, the definitive GMAC Master AutoFinance Agreement, which agreement shall be substantially on the same terms as the GMAC Term Sheet or the Annexes thereto, as well as any intellectual property licensing agreements entered into connection therewith and all the other agreements that are specified in the GMAC Term Sheet, including, without limitation, one or more repurchase agreements with substantially the same terms as set forth in Annex D to Exhibit A of the Purchase Agreement (collectively with the GMAC Term Sheet, the "GMAC MAFA Documents"); provided, however, that GMAC makes available to said Potential Bidder in accordance with Article VI of these Bidding Procedures, the terms and conditions upon which the GMAC MAFA Documents have been based, including, but not limited to, the GMAC Term Sheet subject to customary confidentiality provisions (which shall include, without limitation, restrictions on the use and disclosure of information) satisfactory to GMAC;
- (f) The bid is received by the Bid Deadline;
- (g) The bid does not entitle a bidder to any break-up fee, termination fee or similar type of payment or reimbursement; and

- (h) The bid is accompanied by a list of any executory contracts or unexpired leases that are to be assumed and/or assigned under such bid and demonstrate the Qualified Bidder's commitment to pay all Cure Costs and provide adequate assurance of future performance under any such executory contracts or unexpired leases to be assumed and/or assigned pursuant to such bid.

A Potential Bidder shall accompany its bid with: (a) written evidence of available cash, a commitment for financing or ability to obtain a satisfactory commitment if selected as the Successful Bidder or the Backup Bidder (as defined below) and such other evidence of ability to consummate the Sale Transaction as the Debtors may reasonably request; (b) a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to make a binding and irrevocable bid on the terms proposed; and (c) any pertinent factual information regarding the Potential Bidder's operations that would assist the Debtors in their analysis of issues arising with respect to any applicable antitrust laws or other aspects of the bid.

No later than the Bid Deadline, a Potential Bidder must transfer to a deposit agent selected by the Debtors (the "Deposit Agent") a cash deposit (the "Good Faith Deposit") equal to 10% of the purchase price set forth in the Marked Agreement. The Good Faith Deposit must be made by certified check or wire transfer and will be held by the Deposit Agent in accordance with the terms of the Escrow Agreement to be provided with the Purchase Agreement.

A bid received from a Potential Bidder will be considered a "Qualified Bid" if (a) it meets the above requirements or (b) after consultation with the Creditors' Committee, the U.S. Treasury and the UAW, it is determined by the Debtors in the exercise of their fiduciary duties to be a Qualified Bid. Each Potential Bidder that submits a Qualified Bid will be considered a "Qualified Bidder." For purposes hereof, the Purchaser is a Qualified Bidder and the Purchase Agreement executed by the Purchaser is a Qualified Bid. A Qualified Bid will be valued based upon factors such as: (a) the purported amount of the Qualified Bid, including any benefit to the Debtors' bankruptcy estates from any assumption of liabilities of the Debtors; (b) the fair value to be provided to the Debtors under the Qualified Bid; (c) the ability to close the proposed Sale Transaction without delay and within the timeframes contemplated by the Purchase Agreement; (d) the ability to obtain all necessary antitrust or other regulatory approvals for the proposed transaction; and (e) any other factors the Debtors may deem relevant. Within one business day after the Debtors determine that a bid is a Qualified Bid, the Debtors shall distribute a copy of such bid to counsel to the Purchaser by e-mail, hand delivery or overnight courier. The Debtors also shall provide copies of all Qualified Bids to each of the other Qualified Bidders.

The Debtors reserve the right, after consultation with the Creditors' Committee, the U.S. Treasury and the UAW, to reject any bid if such bid:

- (i) is on terms that are materially more burdensome or conditional than the terms of the Purchase Agreement;
- (ii) requires any indemnification of such Qualified Bidder on terms that are materially more burdensome or conditional than the terms of the Purchase Agreement; or

- (iii) includes a non-cash instrument or similar consideration that is not freely marketable.

Any bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid.

IX. Determination of Lead Bid

After consultation with the Creditors' Committee, the U.S. Treasury and the UAW, the Debtors will review and evaluate each Qualified Bid on the basis of financial and contractual terms, including any benefit to the Debtors' bankruptcy estates from any proposal to assume liabilities of the Debtors, and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale Transaction. The Debtors also may negotiate with Qualified Bidders to clarify or enhance their bids (the "Bid Negotiation Process"). Any such clarifications or enhancements shall be promptly provided by the Debtors to the other Qualified Bidders and to the Notice Parties.

After completing any Bid Negotiation Process, the Debtors, in their reasonable business judgment and after consultation with the Creditors' Committee, the U.S. Treasury and the UAW, shall designate the highest and best of the Qualified Bids received (including any improved bids obtained from Qualified Bidders as part of the Bid Negotiation Process) as the best offer, considering all of the factors mentioned above (collectively, the "Bid Determination Procedures"). That offer shall be designated as the "Lead Bid" and the Qualified Bidder making such bid, the "Lead Bidder." The Debtors also will identify the second best offer in accordance with the Bid Determination Procedures, which shall be designated as the "Secondary Bid" and the Qualified Bidder making such bid, the "Secondary Bidder." In no event shall the Purchaser be deemed the Secondary Bidder. The Debtors shall notify all Qualified Bidders and other Notice Parties, prior to the Sale Hearing, of the designation of the Lead Bid and Secondary Bid, and the amount and other material terms of such bids. The Debtors shall file a notice of the designation of the Lead Bid and the Secondary Bid with the Court, including a copy of such bids, no later than 12:00 p.m., Eastern Time, on May 26, 2009.

If no additional Qualified Bids are received by the Bid Deadline, then (a) no Lead Bid or Secondary Bid will be designated, (b) the Purchaser's Qualified Bid shall be designated as the Successful Bid consistent with Section XI below and (c) the Debtors shall file a notice of the foregoing promptly after the Bid Deadline.

X. The Potential Auction

If any additional Qualified Bids are received by the Bid Deadline, the Debtors shall identify the Lead Bid and Lead Bidder, and the Secondary Bid and Secondary Bidder, at the outset of the Sale Hearing. The Debtors shall offer other Qualified Bidders to state on the record whether they wish to enhance their bids to top the Lead Bid (a "Topping Bid"). If any other Qualified Bidder, including the Secondary Bidder, expresses an interest in bidding against the Lead Bid by submitting a Topping Bid, the Debtors shall conduct a court-supervised auction (the "Auction"). If no other Qualified Bids are received in the Bid Process or if no Qualified Bidders express an interest in providing a Topping Bid, no Auction will be conducted. In each

case, the designation of the Successful Bid and the Backup Bid (if any) will be made consistent with Section XI below.

Additional rules for the conduct of the Auction shall be determined by the Debtors in their business judgment, in consultation with the Creditors' Committee, the UAW and the U.S. Treasury, based on the number and nature of the Qualified Bidders participating in the Auction and the terms and conditions contained in their Qualified Bids. These additional auction rules will be announced on the record in the Bankruptcy Court at the outset of the Auction.

If the Purchase Agreement with the Purchaser and Fiat is the only Qualified Bid submitted by the Bid Deadline, the Debtors shall not hold an auction and instead shall request at the Sale Hearing that the Court approve the Purchase Agreement with the Purchaser and Fiat.

XI. The Successful Bid

At the conclusion of any Auction, the highest and best bid, as determined by the Debtors consistent with the Bidding Procedures, shall be designated as the "Successful Bid" and the second highest and best bid as the "Backup Bid." If additional Qualified Bids are received but no Auction is conducted, the Lead Bid shall be designated as the Successful Bid and the Secondary Bid shall be designated as the Backup Bid. If no Qualified Bids are received other than the Purchase Agreement, the Purchase Agreement shall be designated as the Successful Bid, and there shall be no Auction and no Backup Bid. The bidder making the Successful Bid is referred to as the "Successful Bidder" and the bidder making any Backup Bid is referred to as the "Backup Bidder." In no event shall the Purchaser be deemed the Backup Bidder.

XII. The Sale Hearing

The Successful Bid will be presented to the Bankruptcy Court for approval at the Sale Hearing. If no other Qualified Bid is received by the Debtors and the Purchaser's original Purchase Agreement is the Successful Bid, then the Debtors anticipate that they will seek entry of an order at the Sale Hearing substantially in the form of Exhibit C to the Motion, authorizing and approving the Sale Transaction, including the sale of the Purchased Assets to the Purchaser, pursuant to the terms and conditions set forth in the Purchase Agreement. If a different bid is the Successful Bid, then the Debtors anticipate that they will seek the entry of an order substantially in the form of Exhibit C to the Motion, modified as necessary to reflect the terms of the Successful Bid, authorizing and approving the sale of the applicable Purchased Assets to the Successful Bidder. The Sale Hearing may be adjourned or rescheduled without notice, other than by an announcement of such adjournment at the Sale Hearing.

Unless the Bankruptcy Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on all matters relating to the proposed sale, and parties shall be prepared to present their evidence in support of or in opposition to the proposed sale at the Sale Hearing; *provided, however*, that issues relating to the assumption and assignment of executory contracts and unexpired leases shall be addressed on the schedule established by the Contract Procedures.

XIII. The Backup Bid

If, for any reason, the Successful Bidder fails to consummate the purchase of the Purchased Assets, the Backup Bid automatically will be deemed to be the highest and best bid and be treated as the Successful Bid. The Debtors shall be authorized to effect the sale, assignment and transfer of the applicable Purchased Assets to the Backup Bidder as soon as is commercially reasonable without further order of the Bankruptcy Court as if such bidder were deemed the Successful Bidder in accordance with Section XI above.

XIV. "As Is, Where Is"

The Sale Transaction shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents or their estates, except to the extent expressly set forth in the Purchase Agreement or the Marked Agreement corresponding to the Successful Bid, as the case may be. Except as otherwise provided in the Successful Bid or such other bid which may ultimately be consummated in the sale of the Purchased Assets or a substantial portion thereof, all of the Debtors' right, title and interest in and to the Purchased Assets shall be sold free and clear all liens, claims (as such term is defined by section 101(5) of the Bankruptcy Code), encumbrances, rights, remedies, restrictions, interests, liabilities, and contractual commitments of any kind or nature whatsoever, whether arising before or after the Petition Date, whether at law or in equity, including all rights or claims based on any successor or transferee liability, all environmental claims, all change in control provisions, all rights to object or consent to the effectiveness of the transfer of the Purchased Assets to the Purchaser or to be excused from accepting performance by the Purchaser or performing for the benefit of the Purchaser under any Assumed Agreement and all rights at law or in equity, excluding any Designated Agreement (as defined below), all as more specifically set forth and defined in the Sale Motion and the proposed order approving the Sale Transaction (as so defined therein, "Claims") as set forth in the Purchase Agreement and the Sale Order, with such Claims to attach to the proceeds of the sale.

XV. Modification of Procedures

If necessary to satisfy their fiduciary duties or address the facts and circumstances presented, the Debtors may, after consultation with the Creditors' Committee, the U.S. Treasury, the UAW, the Purchaser and Fiat and such other persons as the Debtors deem appropriate, amend these Bidding Procedures or the Bidding Process at any time in any manner that will best promote the goals of the Bidding Process, including extending or modifying any of the dates described herein.

XVI. Return of Good Faith Deposit

The Good Faith Deposits of all Qualified Bidders shall be held in escrow by the Deposit Agent and shall not become property of the Debtors' estates absent further order of the Bankruptcy Court. If a Successful Bidder and/or a Backup Bidder are chosen, the Good Faith Deposit of the Successful Bidder and the Backup Bidder will be retained by the Deposit Agent, notwithstanding the Bankruptcy Court's approval of the Sale Transaction, until the earlier of (a) the Closing of the Sale Transaction or (b) the termination of the applicable purchase

agreement and withdrawal of the Purchased Assets for sale by the Debtors. At the closing of the Sale Transaction contemplated by the Successful Bid, any Backup Bidder's Good Faith Deposit shall be returned to the Backup Bidder, and the Successful Bidder will be entitled to a credit for the amount of its Good Faith Deposit in accordance with the Successful Bid or to substitute the consideration called for by the applicable purchase agreement and receive the return of the Good Faith Deposit. Upon the return of the Good Faith Deposits, their respective owners shall receive any and all interest that may have accrued thereon.