

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re :
Old Carco LLC : Chapter 11
(f/k/a Chrysler LLC), *et al.*, :
Debtors. : Case No. 09-50002 (AJG)
: (Jointly Administered)
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**AMENDED JOINT PLAN OF LIQUIDATION
OF DEBTORS AND DEBTORS IN POSSESSION**

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| ~~December 14~~ January 19, 2009 2010

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Exhibit X.A.115121 First Lien Winddown Order

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Exhibit X.A.179189 Restructuring Transactions

INTRODUCTION

Old Carco LLC f/k/a Chrysler LLC ("Old Carco"), a Delaware limited liability company, and the other above-captioned debtors and debtors in possession (collectively, as further defined herein, the "Debtors") propose the following joint plan of liquidation for the resolution of the outstanding claims against and equity interests in the Debtors. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Debtors' Disclosure Statement, distributed contemporaneously with the Plan, for a discussion of the Debtors' history, business, financial information, projections and properties and for a summary and analysis of the Plan. Other agreements and documents supplement the Plan and have been or will be ~~filed~~ Filed with the Bankruptcy Court. These supplemental agreements and documents are referenced in the Plan and the Disclosure Statement and will be available for review. All capitalized terms used herein have the meanings given to such terms in Article X.

Distributions to holders of Allowed General Unsecured Claims are contingent on, among other things, the outcome of the Daimler Litigation and Class 3A voting in favor of the Plan, as described herein and in the Disclosure Statement.

ARTICLE I. RULES OF INTERPRETATION AND COMPUTATION OF TIME

A. Rules of Interpretation

1. For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Plan Exhibit Filed or to be Filed means such document or Plan Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan, Confirmation Order or otherwise; (d) any reference to an ~~entity~~ Entity as a holder of a Claim or Interest includes that ~~entity's~~ Entity's successors, assigns and Affiliates; (e) all references in the Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to the Plan; (f) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (h) subject to the provisions of any contract, articles or certificates of incorporation, bylaws, limited liability company agreements, codes of regulation, operating agreements, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; (i) references to actions that may be taken by agreement of one or both of the Government DIP Lenders refer to agreements in writing unless otherwise expressly stated or waived in writing by the applicable Government DIP Lenders; and (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the extent not inconsistent with any other provision of this Section I.A.1.

2. As described in the Plan, the provisions of the Winddown Orders are incorporated, adopted or modified as set forth herein. Except as expressly set forth herein, the terms of the Winddown Orders shall continue in effect; *provided, however*, that, in the event of a direct conflict between any terms hereof and any terms of the Winddown Orders, the Plan shall govern.

B. Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

**ARTICLE II.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS;
CRAMDOWN; EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

All Claims and Interests, except Administrative Priority Claims and Priority Tax Claims, are placed in the following Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Priority Claims and Priority Tax Claims, as described in Section II.A, have not been classified and thus are excluded from the following Classes. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes.

A. Unclassified Claims

1. Payment of Administrative Priority Claims

a. Administrative Priority Claims in General

Except as specified in this Section II.A.1, including with respect to the holders of DIP Financing Claims, and subject to the bar date provisions herein, unless otherwise agreed by the holder of an Administrative Priority Claim and the applicable Debtor or the Liquidation Trustee, or unless a Final Order of the Bankruptcy Court provides otherwise, each holder of an Allowed Administrative Priority Claim will receive, in full satisfaction of its Administrative Priority Claim, Cash equal to the amount of such Allowed Administrative Priority Claim from the applicable Liquidation Accounts, the proceeds of the Trust Properties or other available funds either (i) on the Effective Date; (ii) if the Administrative Priority Claim is not Allowed as of the Effective Date, 45 days after the date on which an order allowing such Administrative Priority Claim becomes a Final Order or a Stipulation of Amount and Nature of Claim is executed by the Liquidation Trustee and the holder of the Administrative Priority Claim; or (iii) at such other time as may be agreed to by the Liquidation Trustee and the holder of the Allowed Administrative Priority Claim.

b. Statutory Fees

On or before the Effective Date, Administrative Claims for fees payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing or in the Confirmation Order, will be paid by the applicable Debtor or the Liquidation Trust in Cash equal to the amount of such Administrative Claims. All fees payable pursuant to 28 U.S.C. § 1930 after the Effective Date will be paid by the Liquidation Trust in accordance herewith until the closing of the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code.

c. Claims Under the DIP Credit Agreement

DIP Financing Claims are exclusively held by the Government DIP Lenders and are Allowed Administrative Claims and Allowed Secured Claims. Unless otherwise agreed by the Government DIP Lenders in writing, the Government DIP Lenders will receive the following treatment on account of their Allowed Claims:

- i. On the Effective Date, (A) the Trust Accounts and the DIP Non-Liquidation Funds Collateral will be transferred to the Liquidation Trust as set forth in Section IV.B.3, subject to the first priority Liens of the Government DIP Lenders and the terms of the DIP Lender Winddown Order, and (B) any Liquidation Funds not used to fund the Trust Accounts shall be promptly and indefeasibly paid to the Government DIP Lenders on a Pro Rata basis, unless a Government DIP Lender agrees in writing with respect to its Pro Rata share that such amounts can be used for any purpose consistent with the terms of the Plan, including, but not limited to, funding payments of Liquidation Trust Expenses or making distributions on account of other Allowed Claims;
- ii. Upon the sale or liquidation of any of the DIP Non-Liquidation Funds Collateral by the Liquidation Trust, any net proceeds (after paying closing costs, including

any transfer Taxes) shall be promptly and indefeasibly paid to the Government DIP Lenders on a Pro Rata basis, unless a Government DIP Lender agrees in writing with respect to its Pro Rata share that such amounts can be used for any purpose consistent with the terms of the Plan, including, but not limited to, funding payments of Liquidation Trust Expenses or making distributions on account of other Allowed Claims. In no event shall the Liquidation Trust deliver to the Government DIP Lenders any of the DIP Non-Liquidation Funds Collateral other than the proceeds thereof; *provided, however*, that upon receipt of a written request by the Government DIP Lenders, the Liquidation Trust shall return ~~Pro Rata~~ to the Government DIP Lenders (or their respective nominees) their respective Pro Rata undivided interests in any unsold DIP Non-Liquidation Funds Collateral identified in such written request, ~~net~~ (or as otherwise instructed by the Government DIP Lenders), subject to the Government DIP Lenders' satisfaction of any applicable transfer Taxes or fees associated with the transfer. Notwithstanding the foregoing, (A) the Daimler Proceeds may be transferred to the Government DIP Lenders under this paragraph only if the Class 3A Voting Condition is not satisfied and only at the instruction of a Government DIP Lender with respect to its Pro Rata share; and (B) nothing in this paragraph shall modify or affect the treatment of Class 3A Claims under Section II.B.6.a if the Class 3A Voting Condition is satisfied;

- iii. Any DIP Lender Car Proceeds shall be promptly and indefeasibly paid to the Government DIP Lenders on a Pro Rata basis by, as applicable, the Debtors or the Liquidation Trust, net of any applicable transfer Taxes;
- iv. If the Class 3A Voting Condition is satisfied, the Government DIP Lenders shall release their Liens on the Daimler Litigation to the Debtors' Estates or the Liquidation Trust, as applicable, and release their Liens and claims on the Daimler Proceeds on account of the DIP Credit Agreement and/or the DIP Financing Order; *provided, however*, that, if the Available Net Daimler Proceeds at the conclusion of the Daimler Litigation (whether through judgment or earlier resolution or termination) are less than the Minimum Distribution Threshold, the Government DIP Lenders' Lien will be released with respect to the Net Daimler Proceeds solely to permit such proceeds to be distributed to one or more Charitable Organizations, in which case the Liquidation Trustee shall provide notice to EDC of the identity of such Charitable Organizations at least 30 days prior to any distributions thereto. If the Class 3A Voting Condition is not satisfied, the Government DIP Lenders will inform the Liquidation Trustee whether they choose to pursue the Daimler Litigation consistent with Sections III.E.2 and IV.G.2.c and, if so, any Net Daimler Proceeds will be distributed to the Government DIP Lenders on a Pro Rata basis in accordance with the written instructions of each Government DIP Lender, subject to the First Lien Lenders' rights under Section II.B.2.g;
- v. Unless otherwise agreed by the Government DIP Lenders, any funds remaining in any Trust Accounts after such Trust Accounts are used for their designated purposes in accordance with the Plan and the DIP Lender Winddown Order shall be promptly and indefeasibly paid to the Government DIP Lenders on a Pro Rata basis;
- vi. After the Bankruptcy Court has entered an order closing the Debtors' Chapter 11 Cases and the Liquidation Trust has been fully administered: (A) the Liquidation Trust shall indefeasibly pay any remaining unused Liquidation Funds in the Trust Accounts and any funds subject to the Government DIP Lenders' first priority Liens remaining in the Additional Proceeds Account to the Government DIP Lenders on a Pro Rata basis, unless otherwise agreed by

the Government DIP Lenders; and (B) any remaining balance owed on account of the Allowed Claims of the Government DIP Lenders shall be deemed satisfied and extinguished;

- vii. Nothing herein shall affect any rights of each of the Government DIP Lenders to receive reimbursement or indemnification payments or any disclaimers of or exculpation from liability to the extent provided under the DIP Credit Agreement, the DIP Financing Order and/or the DIP Lender Winddown Order; and
- viii. Nothing herein shall affect any rights of each of the Government DIP Lenders to provide further instructions to the Debtors or the Liquidation Trustee with respect to the method of transfer of its Pro Rata share of any DIP Collateral or any other proceeds or other payments to which it may be entitled under this Plan, all of which payments shall be indefeasibly paid to the applicable Government DIP Lender. For the avoidance of doubt, payments to be made promptly to the Government DIP Lenders hereunder shall be made within five Business Days unless otherwise agreed in writing by a Government DIP Lender with respect to its Pro Rata share.

d. Bar Dates for Administrative Priority Claims

i. General Bar Date Provisions

Except as otherwise provided in Section II.A.1.d.ii or in a Bar Date Order or other order of the Bankruptcy Court, unless previously Filed or Allowed pursuant hereto, each holder of an Administrative Claim must ~~file~~File a request for payment of such Administrative Claim and serve such request on the Notice Parties pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order, no later than 30 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claim and that do not File and serve such a request by the applicable Bar Date shall be forever barred from asserting such Administrative Claims against the Debtors, the Liquidation Trust or the Liquidation Trustee, or their respective property, and such Administrative Claims shall be deemed waived and released as of the Effective Date. Objections to such requests must be Filed by the Liquidation Trust and served on the Notice Parties and the requesting party by the ~~later~~latest of (A) 150 days after the Effective Date, (B) 60 days after the Filing of the applicable request for payment of Administrative Claims or (C) such other period of limitation as may be specifically established by a Final Order for objecting to such Administrative Claims. For the avoidance of doubt, nothing herein modifies any requirement to ~~file~~File any Administrative Priority Claims as set forth in the General Bar Date Order by the applicable Bar Date, and any holder of such an Administrative Priority Claim that failed to comply with the requirements of the General Bar Date Order or section 546(c) of the Bankruptcy Code shall be forever barred from asserting such Administrative Priority Claims against the Debtors, the Liquidation Trust or the Liquidation Trustee, or their respective property, and such Administrative Priority Claims shall be deemed waived and released.

ii. Bar Dates for Professionals' Fee Claims

Professionals or other ~~entities~~Entities other than Ordinary Course Professionals asserting a Fee Claim for services rendered or expenses incurred before the Effective Date must File and serve on the Notice Parties, and such other ~~entities~~Entities who are designated by the Bankruptcy Rules, the Interim Compensation Order, the Confirmation Order or other order of the Bankruptcy Court, an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided, however*, that any Ordinary Course Professional (a) must submit a Final OCP Statement no later than 30 days after the Effective Date and (b) may continue to receive payment of compensation and reimbursement of expenses for services rendered to the Debtors without further Bankruptcy Court review or approval (except as provided in the Ordinary Course Professionals Order). Objections to any Fee Claim must be Filed and served on the Notice Parties and the requesting party by the ~~later~~latest of (a) 90 days after the Effective Date, (b) 30 days after the Filing of the applicable request for payment of the Fee Claim or (c) such other period of limitation as may be specifically determined by a Final Order for

objecting to such Fee Claims. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. For the avoidance of doubt, Contingency Fee Counsel need not file any Fee Claim for Contingency Fees earned after the Effective Date, and any such amounts shall be subject to the terms of the Plan and the Contingency Fee Counsel Agreement.

2. Payment of Priority Tax Claims

a. Priority Tax Claims

Unless the holder of an Allowed Priority Tax Claim and the applicable Debtor or the Liquidation Trustee agree to a different treatment and subject to Section V.E.2, each holder of an Allowed Priority Tax Claim will receive, in full satisfaction of its Priority Tax Claim, Cash equal to the amount of such Allowed Priority Tax Claim from the applicable Trust Account or other available funds as soon as practicable after the later of either (i) the Effective Date or (ii) if the Priority Tax Claim is not allowed as of the Effective Date, 30 days after the date on which an order allowing such Priority Tax Claim becomes a Final Order or a Stipulation of Amount and Nature of Claim is executed by the Liquidation Trust and the holder of such Priority Tax Claim.

b. Other Provisions Concerning Treatment of Priority Tax Claims

Notwithstanding the provisions of Section II.A.2.a, the holder of an Allowed Priority Tax Claim shall not be entitled to receive any payment on account of any penalty arising with respect to or in connection with the Allowed Priority Tax Claim. Any such Claim or demand for any such penalty shall be subject to treatment in Class 3A. The holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Debtors, the Liquidation Trust or the Liquidation Trustee, or their respective property, including, without limitation, the Liquidation Accounts (other than pursuant to its rights as a holder of an Allowed Class 3A Claim).

B. Classified Claims and Interests

1. **Priority Claims (Class 1 Claims) are unimpaired.** Unless the holder of an Allowed Priority Claim and the applicable Debtor or the Liquidation Trustee agree to a different treatment, each holder of an Allowed Claim in Class 1 will receive, in full satisfaction of its Allowed Priority Claim, Cash equal to the amount of such Allowed Claim from the applicable Liquidation Account or other available funds as soon as practicable after the later of (a) the Effective Date and (b) the date on which the Priority Claim becomes an Allowed Claim.

2. **First Lien Secured Claims (Class 2A Claims) are impaired.** Unless otherwise agreed by the First Lien Agent, including in the First Lien Winddown Order, and the applicable Debtor or the Liquidation Trustee, the holders of Allowed First Lien Secured Claims in Class 2A, will receive the following treatment on account of such Allowed Claims:

- a. On the Effective Date, the First Lien Trust Assets, all other First Lien Collateral that the First Lien Agent has not otherwise designated as a First Lien Foreclosed Asset or a First Lien Excluded Asset as of the Effective Date (if any) and the First Lien Reserve shall be transferred to the Liquidation Trust pursuant to Section IV.B.3 and subject to the Liens of the First Lien Lenders. The Liquidation Trust shall succeed to the rights and obligations of the Debtors with respect to the First Lien Trust Assets and the First Lien Reserve pursuant to the First Lien Winddown Order; *provided that* the Company Cars shall be transferred to the Liquidation Trust as First Lien Trust Assets subject to treatment in accordance with the Winddown Orders;
- b. Subject to Section II.B.2.d, from and after the Effective Date and during the Covered Period, the Liquidation Trust will administer the First Lien Trust Assets and the First Lien Reserve for the benefit of the First Lien Lenders in accordance with the terms of the Plan and the First Lien Winddown Order, including paragraph 4 thereof with respect to the First Lien Reserve; *provided that* the Covered Period established in the First Lien Winddown Order is extended for the additional period commencing on the Effective Date and ending on the ~~earlier~~earliest of (i) September 30, 2010 or such later date as may

be agreed upon by the Liquidation Trustee and the First Lien Agent (which in either case shall be treated as the Outside Termination Date hereunder), (ii) the first date that none of the First Lien Collateral remains in the Liquidation Trust or (iii) such other date as may be agreed upon from time to time by the Liquidation Trustee and the First Lien Agent;

- c. Any net proceeds from the sale of First Lien Trust Assets (other than Company Cars), ~~subject to~~ after the payment of closing costs and subject to the funding requirements of the First Lien Reserve, shall be transferred to the First Lien Agent on behalf of the holders of Allowed First Lien Secured Claims consistent with paragraph 16 of the First Lien Winddown Order as promptly as practicable and in any case no later than five Business Days after the receipt of such proceeds;
- d. The First Lien Car Proceeds, if any, shall promptly be indefeasibly paid by the Liquidation Trust to the First Lien Agent in accordance with the First Lien Winddown Order;
- e. The Covered Costs incurred by the Liquidation Trust in connection with the liquidation or other disposition of First Lien Trust Assets shall be funded solely from the First Lien Reserve in accordance with the First Lien Winddown Order; *provided that* the treatment of Covered Costs with respect to the Company Cars shall be subject to treatment consistent with paragraph 15 of the First Lien Winddown Order.
- f. At any time on two Business Days written notice to the Liquidation Trust, the First Lien Agent may redesignate a First Lien Trust Asset, subject to the First Lien Winddown Order, as either:
 - i. a First Lien Foreclosed Asset, and such asset shall be immediately treated as a First Lien Foreclosed Asset and promptly transferred to the Collateral Trustee by consensual foreclosure, deed in lieu or similar mechanism and in accordance with the First Lien Winddown Order, *provided that* the Company Cars cannot be treated as First Lien Foreclosed Assets unless upon express written agreement of the Government DIP Lenders; or
 - ii. a First Lien Excluded Asset, whereafter such asset shall become a First Lien Excluded Asset at the conclusion of the Abandonment Period;
- g. The Daimler Fund shall be transferred to the Liquidation Trust. If the Class 3A Voting Condition is satisfied, (i) the Cash in the Daimler Fund funded by the First Lien Daimler Contribution shall continue to be used to pay the Daimler Litigation Costs; and (ii) promptly after the conclusion of the Daimler Litigation, the receipt of the Daimler Proceeds, if any, by the Liquidation Trust and the payment of the Daimler Litigation Costs, the First Lien Agent shall receive the First Lien Daimler Fund Balance, if any. If the Class 3A Voting Condition is not satisfied, after payment of all outstanding Daimler Litigation Costs, the First Lien Daimler Fund Balance (calculated as of the Confirmation Date) will be promptly and indefeasibly paid to the First Lien Agent on behalf of the holders of Allowed First Lien Secured Claims; *provided, however,* that, if any Daimler Proceeds subsequently are recovered on account of the Daimler Litigation but no distributions are made to holders of Allowed Class 3A Claims because the Class 3A Voting Condition is not satisfied, an amount equal to the difference between the First Lien Daimler Fund Balance paid hereunder and the First Lien Daimler Contribution will be promptly and indefeasibly paid from the Daimler Proceeds to the First Lien Agent on behalf of the holders of Allowed First Lien Secured Claims;
- h. After the end of the Covered Period: (i) any remaining amounts in the First Lien Reserve (net of any unpaid Covered Costs) shall be indefeasibly paid to the First Lien Agent on

behalf of the holders of Allowed First Lien Secured Claims; and (ii) any remaining First Lien Trust Assets shall become First Lien Excluded Assets. The Liquidation Trustee will notify the First Lien Agent in writing by the 60th day after the end of the Covered Period of any Covered Costs that have been incurred but not yet paid; and

- i. To the extent not otherwise provided in the Plan, the other terms of the First Lien Winddown Order shall continue to govern the treatment of the First Lien Collateral and the rights and obligations of the Liquidation Trust (as successor in interest to the Debtors) and the First Lien Agent, [the](#) Collateral Trustee and [the](#) First Lien Lenders.

3. **TARP Financing Secured Claims (Class 2B Claims) are impaired.** As of the Effective Date, the value of the TARP Financing Secured Claims is established to be, and such Claims are Allowed in the amount of, \$0. No property will be distributed to or retained by the holders of Allowed Claims in Class 2B, and such Claims will be extinguished on the Effective Date. Each of the holders of an Allowed TARP Financing Secured Claim will be deemed to have rejected the Plan. ~~Notwithstanding~~ [Notwithstanding](#) anything herein to the contrary, the holders of the TARP Financing Secured Claims shall not be prejudiced in any way from enforcing any rights with respect to the TARP Financing against any non-Debtor ~~entity~~ [Entity](#), and the TARP Loan Agreement shall remain in full force and effect against all non-Debtor ~~entities~~ [Entities](#).

4. **Owners' Secured Claims (Class 2C Claims) are impaired.** As of the Effective Date, the value of the Owners' Secured Claims is established to be, and such Claims are Allowed in the amount of, \$0. No property will be distributed to or retained by the holders of Allowed Claims in Class 2C, and such Claims will be extinguished on the Effective Date; [provided that, notwithstanding the foregoing, the treatment of Claims in Class 2C shall not impact the Daimler Deficiency Claim](#). Each of the holders of an Allowed Owners' Secured Claim will be deemed to have rejected the Plan.

5. **Other Secured Claims (Class 2D Claims) are unimpaired.** On the Effective Date, unless otherwise agreed by a Claim holder and the applicable Debtor or the Liquidation Trustee, each holder of an Allowed Claim in Class 2D will receive the treatment on account of such Allowed Secured Claim in the manner set forth in Option A, B or C below, at the election of the applicable Debtor. The applicable Debtor will be deemed to have elected Option B except with respect to (a) any Allowed Other Secured Claim as to which the applicable Debtor elects either Option A or Option C in one or more certifications Filed prior to the conclusion of the Confirmation Hearing; and (b) any Secured Claim relating to real or personal property not transferred to the Liquidation Trust, with respect to which the applicable Debtor will be deemed to have elected Option A.

Option A: On the Effective Date, subject to Section V.E.2, a holder of an Allowed Claim in Class 2D with respect to which the applicable Debtor elects or is deemed to have elected Option A will receive Cash from the applicable Liquidation Account equal to the amount of such Allowed Claim.

Option B: On the Effective Date, a holder of an Allowed Claim in Class 2D with respect to which the applicable Debtor elects or is deemed to have elected Option B will retain its Liens on the underlying collateral and, if and when such collateral is sold, will be paid within 20 Business Days of the sale of the collateral from the net proceeds thereof or the collateral will be transferred subject to the applicable Liens.

Option C: On the Effective Date, a holder of an Allowed Claim in Class 2D with respect to which the applicable Debtor elects Option C will be entitled to receive (and the applicable Debtor or Liquidation Trust will release and transfer to such holder) the collateral securing such Allowed Claim.

Unless otherwise ordered by the Bankruptcy Court, each Allowed Claim in Class 2D will be considered to be in a separate subclass within Class 2D, and each such subclass will be deemed to be a separate Class for purposes of the Plan. To the extent that any holder of an Allowed Claim in Class 2D asserts in a timely objection to Confirmation of the Plan that its Claim is impaired by the Plan, such subclass will be deemed to have rejected the Plan and the Debtors will seek to confirm the Plan over such rejection pursuant to section 1129(b) of the Bankruptcy Code.

Notwithstanding either the foregoing or Section X.A. ~~196207~~, the holder of an Allowed Secured Tax Claim in Class 2D will not be entitled to receive any payment on account of any penalty arising with respect to or in connection with such Allowed Secured Tax Claim. Any such Claim or demand for any such penalty will be subject to treatment in Class 3A, if not subordinated to Class 3A Claims pursuant to an order of the Bankruptcy Court. The holder of an Allowed Secured Tax Claim will not assess or attempt to collect such penalty from the Debtors, the Liquidation Trust or their respective property (other than as a holder of a Class 3A Claim).

6. General Unsecured Claims (Class 3A Claims) are impaired.

a. If the holders of Allowed Claims in Class 3A vote in a sufficient number to cause the Claims in Class 3A to accept the Plan and Class 2A has voted to accept the Plan, each holder of an Allowed Claim in Class 3A will receive, in full satisfaction of its Allowed Claim, as part of the settlement and compromise embodied in the Plan, a Pro Rata share of the Available Net Daimler Proceeds on deposit from time to time in the Additional Proceeds Account, *provided, that* the Available Net Daimler Proceeds exceed the Minimum Distribution Threshold. Notwithstanding the foregoing, the holders of the TARP Deficiency Claim waive any rights to distributions from the Available Net Daimler Proceeds on account of such Claim, and EDC waives any rights to distributions from the Available Net Daimler Proceeds on account of its General Unsecured Claims.

b. If Class 3A and/or Class 2A rejects the Plan, no property will be distributed to or retained by the holders of Allowed Claims in Class 3A, and such Claims will be extinguished on the Effective Date.

7. Intercompany Claims (Class 3B Claims) are impaired. No property will be distributed to or retained by the holders of Allowed Claims in Class 3B, and such Claims will be extinguished on the Effective Date, subject to the Restructuring Transactions. Notwithstanding this treatment of Class 3B Claims, each of the holders of an Intercompany Claim will be deemed to have accepted the Plan.

8. Equity Interests of Old Carco (Class 4A Interests) are impaired. No property will be distributed to or retained by the holders of Old Carco Equity Interests in Class 4A, and such Equity Interests will be canceled on the Effective Date. Each of the holders of Old Carco Equity Interests in Class 4A will be deemed to have rejected the Plan.

9. Subsidiary Debtor Equity Interests (Class 4B Interests) are unimpaired. On the Effective Date, the Subsidiary Debtor Equity Interests will be Reinstated, subject to the Restructuring Transactions.

C. Special Provision Regarding the Treatment of Allowed Secondary Liability Claims; Maximum Recovery

1. The classification and treatment of Allowed Claims under the Plan take into consideration all Allowed Secondary Liability Claims, and no distributions in respect of any Secondary Liability Claims will be made.

2. Notwithstanding any provision hereof to the contrary, a creditor holding multiple Allowed Claims against more than one Debtor that do not constitute Secondary Liability Claims and that arise from the contractual joint, joint and several or several liability of such Debtors, the guaranty by any one Debtor of another Debtor's obligation or other similar circumstances, may not receive in the aggregate from all of the Debtors more than 100% of the amount of the underlying Claim giving rise to the multiple Claims.

D. Confirmation Without Acceptance by All Impaired Classes

The Debtors request Confirmation under section 1129(b) of the Bankruptcy Code with respect to any impaired Class that has not accepted or is deemed not to have accepted the Plan pursuant to section 1126 of the Bankruptcy Code.

E. Treatment of Executory Contracts or Unexpired Leases

1. Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, each Executory Contract or Unexpired Lease entered into by a Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be rejected pursuant to section 365 of the Bankruptcy Code, with the exception of any Executory Contract or Unexpired Lease that (a) was previously assumed, assumed and assigned or rejected by an order of the Bankruptcy Court or (b) is listed on Plan Exhibit II.E.2. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections pursuant to section 365 of the Bankruptcy Code, as of the Confirmation Date.

2. Assumption and Assignment of Executory Contracts and Unexpired Leases

a. On the Effective Date, each Executory Contract or Unexpired Lease entered into by a Debtor that is listed on Plan Exhibit II.E.2, and that has not previously expired or terminated pursuant to its own terms, will be assumed by the Debtors and assigned to the Liquidation Trust pursuant to section 365 of the Bankruptcy Code. Each Executory Contract or Unexpired Lease listed on Plan Exhibit II.E.2 will include any modification, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such contract or agreement, irrespective of whether such agreement, instrument or other document is listed on Plan Exhibit II.E.2.

b. Listing a contract or agreement on Plan Exhibit II.E.2 shall not constitute an admission by a Debtor or the Liquidation Trust that such agreement is an Executory Contract or Unexpired Lease or that a Debtor or the Liquidation Trust has any liability thereunder. The Debtors may amend Plan Exhibit II.E.2 at any time prior to the Effective Date.

3. Approval of Rejections and Assumptions and Assignments

The Confirmation Order will constitute an order of the Bankruptcy Court approving, pursuant to section 365 of the Bankruptcy Code, as applicable, (a) the rejection of each Executory Contract or Unexpired Lease as set forth in Section II.E.1, as of the Confirmation Date; or (b) the assumption and assignment of each Executory Contract or Unexpired Lease set forth in Section II.E.2, as of and conditioned on the occurrence of the Effective Date.

4. Payments Related to the Assumption of Executory Contracts or Unexpired Leases

To the extent that such Claims constitute monetary defaults, the Cure Amount Claims associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, at the option of the Debtors or the Liquidation Trust, as applicable, (a) by payment of the Cure Amount Claim in Cash on the Effective Date or (b) on such other terms as are agreed to by the parties to such Executory Contract or Unexpired Lease. If there is a dispute regarding (a) the amount of any Cure Amount Claim, (b) the ability of the Liquidation Trust to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (c) any other matter pertaining to the assumption of such contract or lease, the payment of any Cure Amount Claim required by section 365(b)(1) of the Bankruptcy Code will be made within 30 days following the entry of a Final Order or the execution of a Stipulation of Amount and Nature of Claim resolving the dispute and approving the assumption.

5. Bar Date for Rejection Damages

Except as otherwise provided in a Final Order of the Bankruptcy Court approving the rejection of an Executory Contract or Unexpired Lease, if the rejection of an Executory Contract or Unexpired Lease pursuant to Section II.E.1 gives rise to a Claim by the other party or parties to such Executory Contract or Unexpired Lease, such Claim shall be forever barred and shall not be enforceable against the Debtors, their Estates, the Liquidation Trust, the Liquidation Trustee or any of their respective Assets or property, including the Liquidation Accounts and other Liquidation Trust Assets, unless a proof of Claim or request for payment of Administrative Claim is Filed and

served on the Liquidation Trust, pursuant to the procedures specified in the Confirmation Order and the notice of the entry of the Confirmation Order or another order of the Bankruptcy Court, no later than 30 days after the Effective Date, in which case such proof of Claim or request for payment of Administrative Claim shall be subject to treatment hereunder.

6. Executory Contract and Unexpired Lease Notice Provisions

In accordance with the Contract Procedures Order, the Debtors or the Liquidation Trustee, as applicable, will provide:

- a. notice to each party whose Executory Contract or Unexpired Lease is being assumed and assigned pursuant to the Plan of (i) the contract or lease being assumed, (ii) the Cure Amount Claim, if any, that the applicable Debtor believes it would be obligated to pay in connection with such assumption, (iii) any assignment of an Executory Contract or Unexpired Lease (pursuant to the Restructuring Transactions or otherwise) and (iv) the procedures for parties to object to the assumption of the applicable Executory Contract or Unexpired Lease, the amount of the proposed Cure Amount Claim or any assignment of an Executory Contract or Unexpired Lease;
- b. notice of any amendments to Plan Exhibit II.E.2;
- c. general notice that Executory Contracts and Unexpired Leases not otherwise assumed or assigned and assigned in the Chapter 11 Cases or listed on Plan Exhibit II.E.2 will be rejected pursuant to the Plan, which may be included in the notice of Confirmation; and
- d. any other information relating to the assumption and assignment, or rejection, of Executory Contracts or Unexpired Leases required or permitted under the Plan or the Contract Procedures Order.

ARTICLE III. CONFIRMATION OF THE PLAN

A. Conditions Precedent to Confirmation

Confirmation shall not occur, and the Confirmation Order shall not be entered, unless and until the following conditions have been satisfied or duly waived pursuant to Section III.C:

1. The Confirmation Order will be reasonably acceptable in form and substance to (a) the Debtors, (b) the First Lien Agent, (c) each of the Government DIP Lenders and (d) the Creditors' Committee and, if not previously approved, will include the approval of the consolidation of the Debtors as contemplated by Article VII;

2. The Plan will not have been materially amended, altered or modified from the Plan as Filed on ~~December 14, 2009~~ January 19, 2010, unless such material amendment, alteration or modification has been made in accordance with Section IX.A.

3. All Plan Exhibits are in form and substance reasonably satisfactory to (a) the Debtors, (b) the First Lien Agent, (c) each of the Government DIP Lenders and (d) the Creditors' Committee.

B. Conditions Precedent to the Effective Date

The Effective Date will not occur, and the Plan will not be consummated, unless and until the following conditions have been satisfied or duly waived pursuant to Section III.C:

1. The Confirmation Order has been entered by March 31, 2010.

2. The Confirmation Order has not been reversed, stayed, modified or amended, and has become a Final Order.
3. The Liquidation Trust Agreement ~~has~~ and the Litigation Manager Agreement have been executed.
4. The Restructuring Transactions in Section IV.B.1 have been consummated, to the extent that they are to occur as of the Effective Date pursuant to Plan Exhibit X.A.189.
5. The Plan ~~and (including all Plan Exhibits have)~~ has not been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section IX.A.

C. Waiver of Conditions Precedent to the Confirmation or Effective Date

The condition precedent to the Effective Date set forth in Section III.B.4 may be waived in whole or in part at any time by the Debtors, without an order of the Bankruptcy Court, after three Business Days' notice of such proposed waiver to the Government DIP Lenders, the First Lien Agent and the Creditors' Committee. The condition precedent to Confirmation set forth in Section III.A.2 and the condition precedent to the Effective Date set forth in Section III.B.5 may be waived, without further order of the Bankruptcy Court, upon the agreement of the Debtors, the Government DIP Lenders, the First Lien Agent and the Creditors' Committee. The condition precedent to the Effective Date set forth in Section III.B.1 may be waived, without further order of the Bankruptcy Court, upon the agreement of the Debtors and the Government DIP Lenders.

D. Effect of Nonoccurrence of Conditions Precedent to the Effective Date

If each of the conditions precedent to the Effective Date is not satisfied or duly waived in accordance with Section III.C, then upon motion by the Debtors made before the time that each of such conditions has been satisfied or duly waived and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order will be vacated by the Bankruptcy Court; *provided, however*, that, notwithstanding the Filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date either is satisfied or duly waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section III.D: (1) the Plan will be null and void in all respects, including with respect to the release of Claims and termination of Interests; and (2) nothing contained in the Plan will (a) constitute a waiver or release of any Claims by or against, or any Interest in, any Debtor or (b) prejudice in any manner the rights of the Debtors or any other party in interest; *provided, however*, that the rejection of Executory Contracts or Unexpired Leases pursuant to Section II.E will survive any vacation of the Confirmation Order by the Bankruptcy Court.

E. Effect of Confirmation of the Plan

1. Preservation of Rights of Action by the Debtors and the Liquidation Trust; Recovery Actions other than the Daimler Litigation

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Liquidation Trust shall retain and the Liquidation Trustee may enforce any claims, demands, rights, defenses and ~~causes~~ Causes of ~~action~~ Action that any Debtor or any Estate may hold against any ~~entity~~ Entity, including any Recovery Actions other than the Daimler Litigation to the extent not expressly released hereunder or by Final Order of the Bankruptcy Court. The Liquidation Trustee may pursue such retained claims, demands, rights or ~~causes~~ Causes of ~~action~~ Action, including any Recovery Actions other than the Daimler Litigation, as appropriate, in accordance with the best interests of the Estates, and all such retained claims, demands, rights or ~~causes~~ Causes of ~~action~~ Action (or proceeds thereof) shall constitute part of the Liquidation Trust Assets. The Liquidation Trustee shall pursue the foregoing actions only (a) at the direction of both of the Government DIP Lenders with respect to any actions that constitute DIP Collateral and (b) at the direction of the First Lien Agent for any actions that constitute First Lien Collateral. Any recovery of Cash by the Liquidation Trust on account of such actions shall be (a) promptly and indefeasibly paid to the Government DIP Lenders on a Pro Rata basis to the extent that the

recovery constitutes DIP Collateral or (b) indefeasibly paid to the First Lien Agent on behalf of the First Lien Lenders to the extent that the recovery constitutes First Lien Collateral. Notwithstanding the foregoing, the Daimler Litigation and any Daimler Proceeds arising therefrom shall be subject to the treatment set forth in Section III.E.2. The Liquidation Trustee may continue to analyze potential Causes of Action in consultation with the First Lien Agent and the Government DIP Lenders, as appropriate, to determine whether the pursuit of these actions would be beneficial. In addition to the Daimler Litigation, the Causes of Action retained by the Liquidation Trust include, without limitation, any Causes of Action that any Debtor or any Estate may have against: (a) Electronic Data Systems, LLC d/b/a HP Enterprise Services (f/k/a Electronic Data Systems Corporation), EDS Information Systems L.L.C., EDS Canada Corp. (f/k/a EDS Canada, Inc.), AT Kearny, Inc. and any of their predecessors or successors in interest, subsidiaries and Affiliates; (b) Wilhelm Karmann GMBH and any of its predecessors or successors in interest, subsidiaries and Affiliates; (c) Eisenmann Corp. and any of its predecessors or successors in interest, subsidiaries and Affiliates; and (d) Getrag Transmission Manufacturing LLC, Getrag International GmbH, Getrag Getriebe- und Zahnradfabrik Hermann Hagenmeyer GmbH & Cie KG and any of their predecessors or successors in interest, subsidiaries and Affiliates.

2. Preservation and Treatment of Daimler Litigation

On the Effective Date, the Daimler Litigation shall be assigned to the Liquidation Trust and the Liquidation Trust shall succeed to the interests of the Estates in the Daimler Litigation and shall be substituted as the plaintiff in the Daimler Litigation as set forth in Section IV.B.3. Subject to Sections IV.G.2 and IV.H.2, from and after the Effective Date, (a) if the Class 3A Voting Condition is satisfied, the Litigation Manager, ~~in consultation withon behalf of~~ the Liquidation ~~TrusteeTrust~~, will prosecute to conclusion or settle the Daimler Litigation; or (b) if the Class 3A Voting Condition is not satisfied, the Liquidation Trustee will manage the Daimler Litigation at the direction of both of the Government DIP Lenders. Any Daimler Proceeds shall be subject to the treatment ~~under the Plan~~hereunder, including Sections II.A.1.c, II.B.6 and IV.G.

3. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any Allowed Claim. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are in the best interests of the Debtors, their Estates, their respective property and Claim holders and are fair, equitable and reasonable.

4. Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order:

- a. All Persons who have been, are or may be holders of Claims against or Interests in a Debtor shall be enjoined from taking any of the following actions against or affecting a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets, with respect to such Claims or Interests (other than actions brought to enforce any rights or obligations under the Plan, the Winddown Orders and appeals, if any, from the Confirmation Order):
 - i. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee, or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets; provided that, with respect to any suit, action or other proceeding pursued by the Liquidation Trust (including the Daimler Litigation), nothing herein shall limit any adverse party involved in such suit, action or other

proceeding from asserting in such suit, action or other proceeding (A) all defenses to such suit, action or other proceeding and (B) all Claims that relate in any way to the facts, circumstances, transaction or occurrences that are the subject of such suit, action or other proceeding, to the extent such Claims have not been released, or are otherwise prohibited, by the Plan (and provided further that any Claims asserted by any adverse party remain subject to the treatment provided under the Plan);

- ii. enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order against a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee, or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets;
 - iii. creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any Lien against a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee, or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets, other than as contemplated by the Plan;
 - iv. except as provided herein, asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a Debtor, its Estate, the Liquidation Trust, the Liquidation Trustee, or the Litigation Manager, or the respective Assets or property of the foregoing, including the Liquidation Trust Assets; and
 - v. proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan or the settlements set forth herein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan.
- b. All Persons that have held, currently hold or may hold any Liabilities released or exculpated pursuant to Section III.E.5 and Section III.E.5.e, respectively, shall be permanently enjoined from taking any of the following actions against any Released Party or its property on account of such released Liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any ~~Lien~~ Lien; (iv) except as provided herein, asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a Released Party; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.
- c. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim receiving distributions pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth in this Section III.E.4.

5. Releases

a. General Releases by the Debtors and the Liquidation Trust

Without limiting any other applicable provisions of, or releases contained in, the Plan, as of the Effective Date, the Debtors, the Liquidation Trustee on behalf of the Liquidation Trust, the Litigation Manager, the Estates and their respective Debtor and non-Debtor successors, assigns and any and all ~~entities~~ Entities who may

purport to claim by, through, for or because of them, shall forever release, waive and discharge all Liabilities and Claims that they have, had or may have against any Released Party; *provided, however*, that the foregoing provisions shall not affect (i) the liability of any Released Party that otherwise would result from any act or omission to the extent that act or omission subsequently is determined in a Final Order to have constituted gross negligence or willful misconduct; (ii) any rights to enforce the Plan, the Liquidation Trust [Agreement, the Litigation Manager Agreement](#), the Winddown Budget, the Winddown Orders or the other contracts, instruments, releases, agreements or documents to be, or previously, entered into or delivered in connection with the Plan or the Sale Order; (iii) any objections by the Debtors or the Liquidation Trust to Claims or Interests filed by any Person or Entity against any Debtor and/or the Estates, including rights of setoff, refund or other adjustments, *provided, however*, that the Debtors and the Liquidation Trust shall have no further right to object to or challenge the Liens of the Government DIP Lenders and the lender under the TARP Loan Agreement; (iv) claims for Tax refunds or adjustments; or (v) the claims and ~~causes~~[Causes](#) of ~~action~~[Action](#) referenced in Section III.E.5.f.

b. General Releases by Holders of Claims or Interests

Without limiting any other applicable provisions of, or releases contained in, the Plan, and subject to Sections III.E.5.c and III.E.5.d, as of the Effective Date, in consideration for the obligations of the Debtors, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager under the Plan and the consideration and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim or Interest who votes in favor of the Plan (or is deemed to accept this Plan), to the fullest extent permissible under applicable law, shall be deemed to forever release, waive and discharge all Liabilities in any way relating to a Debtor, the Chapter 11 Cases, the Estates, the Plan, the Plan Exhibits or the Disclosure Statement that such ~~entity~~[Entity](#) has, had or may have against any Released Party (but excluding, and not releasing, any right to enforce the obligations of Released Parties under the Plan, the Liquidation Trust [Agreement, the Litigation Manager Agreement](#), the Winddown Budget, the Winddown Orders and the other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan or the Sale Order); *provided that*, for the avoidance of doubt, the foregoing provision shall not affect any of the claims and causes of action referenced in Section III.E.5.f.

c. Release of Released Parties by Other Released Parties

From and after the Effective Date, to the fullest extent permitted by applicable law, and subject to Section III.E.5.d, the Released Parties shall release each other from any and all Liabilities that any Released Party is entitled to assert against any other Released Party in any way relating to any Debtor; the Liquidation Trust; the Chapter 11 Cases; the Estates; the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, or the property to be distributed under the Plan; the Plan Exhibits; the Disclosure Statement; any contract, employee pension or other benefit plan, instrument, release or other agreement or document related to any Debtor, the Chapter 11 Cases or the Estates [that was](#) created, modified, amended, terminated or entered into in connection with either the Plan or any agreement between the Debtors and any Released Party; or any other act taken or omitted to be taken in connection with the Debtors' bankruptcy; *provided, however*, that the foregoing provisions shall not affect (i) the liability of any Released Party that otherwise would result from any act or omission to the extent that act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct; (ii) any rights to enforce the Plan, the Liquidation Trust [Agreement, the Litigation Manager Agreement](#), the Winddown Budget, the Winddown Orders or the other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan or the Sale Order; or (iii) the claims and causes of action referenced in Section III.E.5.f; and *provided, further, however*, that nothing in this Section III.E.5.c or any other provision of the Plan or the Confirmation Order will release the Released Parties from any liability to the United States or Canada relating to the criminal, environmental, internal revenue, securities, fraud, labor, employment (including ERISA) or antitrust laws of the United States or Canada, or otherwise limit, preclude, bar or enjoin any actions taken by the United States or Canada pursuant to its respective police or regulatory authority, except as the United States and Canada may be limited by the Bankruptcy Code, applicable bankruptcy law, orders of the Bankruptcy Court and the terms of the Plan from asserting, collecting or enforcing Claims against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee and their respective Assets and properties.

d. Limitations as to the United States and Canada

Notwithstanding any other provision herein, as to the United States and Canada acting as releasing parties in their respective capacities as Government DIP Lender or otherwise, the provisions of this Plan, including Sections III.E.4.a, III.E.5.b and III.E.5.c, are subject to the following:

- i. nothing in the Plan shall discharge, release, enjoin or otherwise bar or limit (A) any liability of the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager to the U.S. or Canada arising on or after the Confirmation Date; (B) any liability to the U.S. or Canada that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (C) any valid right of setoff or recoupment of the U.S. or Canada; (D) any police or regulatory action of the U.S. or Canada; or (E) any environmental liability to the U.S. or Canada that the Debtors, the Estates, the Liquidation Trust or the Liquidation Trustee, or any other person or ~~entity~~Entity may have as an owner or operator of real property or otherwise, unless in each case such liability or obligation is a Claim in the Chapter 11 Cases; and
- ii. nothing in this Plan shall discharge, release, enjoin or otherwise bar or limit any liability to the United States or Canada on the part of any persons or ~~entities~~Entities other than the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, except with respect to the other Released Parties to the extent set forth in Section III.E.5.c.

e. Plan Does Not Affect Liability and Obligations Relating to Sale Order

Notwithstanding anything to the contrary in the Plan, nothing herein (including, without limitation, the ~~releases, exculpations and~~injunctions, releases and exculpations provided in Sections III.E.4, III.E.5 and III.E.6) shall affect (i) any obligations set forth in or established by the Sale Order and (ii) the transactions and agreements executed in connection with the Sale Order and/or approved by the Sale Order, including the Purchase Agreement.

f. Plan Does Not Affect Liability ~~and~~, Obligations, and Actions Relating to the Daimler Litigation or Enforcement of Settlement Agreement III or Tax Settlement Agreement

i. Notwithstanding anything ~~to the contrary~~ in the Plan to the contrary, nothing herein (including, without limitation, the ~~releases, exculpations and~~injunctions, releases and exculpations provided in Sections III.E.4, III.E.5 and III.E.6) shall release Daimler, its current or former directors and officers or any other defendant in the Daimler Litigation with respect to any claims and causes of action asserted (or ~~to that properly may~~ be asserted) in the Daimler Litigation. For the avoidance of any doubt, Daimler is not a Released Party hereunder.

ii. Notwithstanding anything herein to the contrary, nothing in the Plan (including, without limitation, the injunctions, releases and exculpations set forth in Sections III.E.4, III.E.5 and III.E.6) shall affect, enhance or restrict the rights or obligations of Daimler, its current or former directors and officers or any other defendant in the Daimler Litigation, under or in connection with (A) Settlement Agreement III or (B) the Tax Settlement Agreement.

6. Exculpation

From and after the Effective Date, the Released Parties shall neither have nor incur any liability to any Person for any act taken or omitted to be taken in connection with the Debtors' Chapter 11 Cases, including the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan, the Plan Exhibits, the Disclosure Statement or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; *provided, however*, that the foregoing provisions are subject to Sections III.E.5.c and III.E.5.d and shall not affect the liability of any Person

that otherwise would result from any such act or omission to the extent that act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. [Nothing in Section III.E.6 limits the liability of the Professionals to their respective clients pursuant to DR 6-102 of the Code of Professional Responsibility, 22 N.Y. Comp. Codes R. & Regs. § 1120.8 Rule 1.8\(h\)\(i\) \(2009\), and any other statutes, rules or regulations dealing with professional conduct to which such Professionals are subject.](#)

7. Termination of Certain Subordination Rights and Settlement of Related Claims and Controversies

a. Termination

The classification and manner of satisfying all Claims and Interests under the Plan take into consideration all subordination rights, whether arising under general principles of equitable subordination, contract, section 510(c) of the Bankruptcy Code or otherwise, that a holder of a Claim or Interest may have against other Claim or Interest holders with respect to any distribution made pursuant to the Plan. All subordination rights that a holder of a Claim may have with respect to any distribution to be made pursuant to the Plan shall be released and terminated, and all actions related to the enforcement of such subordination rights shall be permanently enjoined. Accordingly, distributions pursuant to the Plan to holders of Allowed Claims shall not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights. Nothing in this Section III.E.7.a shall affect the Liquidation Trust's rights to pursue any action preserved by the Plan, subject to Section III.E.1.

b. Settlement

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all claims or controversies relating to the subordination rights that a holder of a Claim may have with respect to any Allowed Claim or any distribution to be made pursuant to the Plan on account of any Allowed Claim. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors and their respective property and Claim and Interest holders and is fair, equitable and reasonable.

8. Dissolution of Creditors' Committee

a. Except to the extent provided in Section III.E.8.b, as of the Effective Date, the Creditors' Committee shall dissolve, and the members of the Creditors' Committee and its Professionals shall cease to have any role arising from or relating to the Chapter 11 Cases; *provided, however*, that Contingency Fee Counsel shall continue to prosecute the Daimler Litigation on behalf of the Liquidation Trust, subject to Sections II.A.1.c.iv, III.E.2 and IV.G.2.

b. The Professionals retained by the Creditors' Committee and the respective members thereof shall not be entitled to assert any Fee Claim for any services rendered or expenses incurred after the Effective Date, except for reasonable fees for services rendered, and actual and necessary expenses incurred, in connection with: (i) any final applications for allowance of compensation and reimbursement of expenses of the members of or Professionals to the Creditors' Committee Filed and served after the Effective Date in accordance with the Plan; and (ii) to the extent applicable, the Creditors' Committee's active participation in any appeal of the Confirmation Order. Notwithstanding Section III.E.8.a, the Creditors' Committee may continue to exist after the Effective Date solely to address the matters set forth in this Section III.E.8.b. The Creditors' Committee may continue to act after the Effective Date solely for the limited purposes set forth in this Section III.E.8.b, which limited continuation of the Creditors' Committee shall automatically conclude, and the Creditors' Committee shall be fully and finally dissolved for all purposes, automatically upon the later of (i) the resolution of the Creditors' Committee's final application for reimbursements of its members' expenses under section 503(b) of the Bankruptcy

Code and (ii) the resolution of any appeal of the Confirmation Order in which the Creditors' Committee is actively participating.

c. The Liquidation Trust will pay, from the Committee Post-August 2009 Fee and Expense Fund, the reasonable expenses of the members of the Creditors' Committee and the reasonable fees and expenses of the Creditors' Committee's Professionals incurred in connection with the activities described in Section III.E.8.b to the extent approved by a Final Order of the Bankruptcy Court; *provided, however*, that the Winddown Funds shall be used only in accordance with the DIP Lender Winddown Order, the Winddown Budget and the Plan.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Corporate Existence

1. Consistent with Section IV.B, as of the Effective Date, except as set forth in the Plan, (a) each of the Debtors shall cease to exist and (b) the Liquidation Trust Assets shall be transferred to and vest in the Liquidation Trust free and clear of all Liens, Claims and Interests.

2. Except as otherwise provided in the Plan or the Liquidation Trust Agreement, the Liquidation Trust may compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and may pay the charges that it incurs on or after the Effective Date for Liquidation Trust Expenses, professionals' fees, disbursements, expenses or related support services (including fees related to the preparation of applications by Professionals asserting their Fee Claims), from the applicable Liquidation Accounts, without application to the Bankruptcy Court.

3. Except as otherwise provided in the Plan ~~or~~, the Liquidation Trust [Agreement or the Litigation Manager](#) Agreement, the Daimler Litigation may be compromised or settled by the Litigation Manager on behalf of the Liquidation Trust, ~~after consultation with the Liquidation Trustee~~, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

B. Restructuring Transactions

1. Restructuring Transactions Generally

a. Cessation of Corporate Existence

On or after the Confirmation Date, the Debtors will enter into such Restructuring Transactions (including those Restructuring Transactions set forth in Exhibit X.A. ~~179~~[189](#)) and will take such actions as may be necessary or appropriate to merge, dissolve or otherwise terminate the corporate or other legal existence of the Debtors as of the Effective Date or at such other time as set forth in Exhibit X.A. ~~179~~[189](#). Upon the transfer, under the Plan, of the Liquidation Trust Assets to the Liquidation Trust, except to the extent otherwise provided in Exhibit X.A. ~~179~~[189](#), the Debtors will be deemed dissolved and their business operations withdrawn for all purposes without any necessity of filing any document, taking any further action or making any payment to any governmental authority in connection therewith.

b. Effectuation of Termination of Corporate Existence

The actions to effect the Restructuring Transactions described above may include: (i) the execution and delivery of appropriate agreements or other documents of transfer, merger, consolidation, conversion, disposition, liquidation or dissolution, containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law, as well as other terms to which the Debtors may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and having such other terms as the Debtors may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, conversion, continuance or dissolution or similar instruments with the applicable governmental authorities; and (iv) the taking of

all other actions that the Debtors determine to be necessary or appropriate, including making other filings or recordings that may be required by applicable law in connection with the Restructuring Transactions.

2. Recourse Solely to Liquidation Trust Assets

The Restructuring Transactions in this Section IV.B shall not in any way merge the Assets of the Debtors' Estates and/or the Liquidation Trust Assets. All Claims against the Debtors are deemed fully satisfied, waived and released in exchange for the treatment of such Claims under the Plan, and holders of Allowed Claims against any Debtor shall have recourse solely to the applicable Liquidation Trust Assets for the payment or satisfaction of their Allowed Claims in accordance with the terms of the Plan.

3. Liquidation Trust

a. Liquidation Trust Generally

On or prior to the Effective Date, the Liquidation Trust shall be established pursuant to the Liquidation Trust Agreement for the purpose of collecting, receiving, holding, maintaining, administering and liquidating the Liquidation Trust Assets; resolving all Disputed Claims; making all distributions to holders of Allowed Claims in accordance with the terms of the Plan; pursuing or resolving the Daimler Litigation, any other Recovery Actions and other Causes of Action or litigation (subject to Section III.E.1) ~~and other litigation~~; closing the Chapter 11 Cases; and otherwise implementing the Plan and finally administering the Estates, all in accordance with the Plan and the Liquidation Trust Agreement. The Liquidation Trust shall not engage in a trade or business and shall conduct its activities consistent with the Liquidation Trust Agreement and the Winddown Budget. On the Effective Date, the Liquidation Trust Assets shall be transferred to and vest in the Liquidation Trust as set forth herein. The Debtors shall take such steps as are reasonably practicable to assure that as of the Effective Date all books and records of the Debtors that the Liquidation Trust, the Liquidation Trustee and/or the ~~Liquidation~~ Litigation Manager may need to perform their duties under the Plan (including with respect to the Daimler Litigation) are preserved, retained and made available to them. Subject to and to the extent set forth the Plan, the Confirmation Order, the Liquidation Trust Agreement, the Litigation Manager Agreement or other agreement (or any other Final Order of the Bankruptcy Court entered pursuant to or in furtherance hereof), the Liquidation Trust (and the Liquidation Trustee on its behalf or, solely and exclusively with respect to the Daimler Litigation and as set forth in Sections IV.G.2 and IV.H and the Litigation Manager Agreement, the Litigation Manager on its behalf) shall be empowered to, among other things:

- i. effect all actions and execute all agreements, instruments and other documents necessary to implement the Plan;
- ii. as applicable, accept, receive, collect, manage, administer, preserve, protect, invest, market, sell, transfer, liquidate, distribute or otherwise dispose of or abandon ~~or distribute~~ the Liquidation Trust Assets or the proceeds thereof, upon such terms as the Liquidation Trustee determines, in ~~his or her~~ its reasonable discretion, to be necessary, appropriate or desirable, all in accordance with the Plan, the Winddown Orders ~~and~~, the Liquidation Trust Agreement and the Litigation Manager Agreement, and subject to the Liquidation Trustee's obligations as to the First Lien Reserve as set forth in the First Lien Winddown Order and the Litigation Manager's rights and obligations with respect to the prosecution and the settlement of the Daimler Litigation as set forth in Sections IV.G.2 and IV.H and the Litigation Manager Agreement;
- iii. calculate and make distributions (directly or through Third Party Disbursing Agents or the Indenture Trustee) of the Liquidation Trust Assets or the proceeds thereof to holders of Allowed Claims in accordance with the Plan, the Winddown Orders and the Liquidation Trust Agreement;
- iv. establish and administer the Liquidation Accounts and other accounts and reserves as the Liquidation Trustee determines, in ~~his or her~~ its reasonable

discretion, to be necessary, appropriate or desirable, in accordance with the Plan, the Winddown Orders and the Liquidation Trust Agreement;

- v. exercise its rights and fulfill its obligations under the Plan, the Winddown Orders, the Winddown Budget ~~and~~, the Liquidation Trust Agreement and/or the [Litigation Manager Agreement](#);
- vi. appear and participate in any proceeding before the Bankruptcy Court or any other court with respect to any matter regarding or relating to the Plan, the Winddown Orders, the Liquidation Trust Agreement, the [Litigation Manager Agreement, the](#) Liquidation Trust, the Liquidation Trust Assets and/or the Debtors
- vii. sue, defend and participate, as a party or otherwise, in any judicial, administrative, arbitrative or other proceeding relating to the Plan, the Winddown Orders, the Liquidation Trust Agreement, the [Litigation Manager Agreement, the](#) Liquidation Trust, the Liquidation Trust Assets and/or the Debtors;
- viii. review and/or reconcile Claims, object to Claims not Allowed prior to the Effective Date and resolve such objections as set forth in Article VI;
- ix. subject to terms hereof ~~and~~, the Liquidation Trust [Agreement and the Litigation Manager Agreement](#), pursue the Daimler Litigation, any other Recovery Actions or other available claims, demands, rights and ~~causes~~ [Causes of action](#) of the Debtors, the Estates or the Liquidation Trust (including any actions previously initiated by the Debtors and pending as of the Effective Date), and raise any defenses in any adverse actions or counterclaims;
- x. execute, deliver and perform such other agreements and documents and/or exercise such other powers as the Liquidation Trustee determines, in ~~his or her~~ [her](#) reasonable discretion, to be necessary, appropriate or desirable to accomplish and implement the purposes and provisions of the Plan and of the Liquidation Trust as set forth herein and in the Liquidation Trust Agreement;
- xi. file appropriate Tax returns on behalf of the Liquidation Trust and the Debtors and pay Taxes or other obligations owed by the Liquidation Trust and the Debtors;
- xii. determine the manner of determining income and principal of the Liquidation Trust Assets, and the apportionment of income and principal among such assets;
- xiii. purchase insurance with such coverage and limits as the Liquidation Trustee determines, in ~~his or her~~ [her](#) reasonable discretion, to be necessary, appropriate or desirable;
- xiv. take such actions as are necessary, appropriate or desirable to cause the transfer of any attorney-client privilege, work-product privilege or other privilege or immunity of the Debtors attaching to any documents or communications (whether written or oral) to the Liquidation Trust (which privileges and immunities are transferred to the Liquidation Trust);
- xv. enforce, waive, assign or release rights, powers, privileges and immunities of any kind of the Debtors, except to the extent expressly limited by, or otherwise contrary to its duties established by, the Plan ~~or~~, the Liquidation Trust

Agreement or the Litigation Manager Agreement, as the Liquidation Trustee determines, in ~~his or her~~its reasonable discretion, to be necessary, appropriate or desirable, or as determined by the Litigation Manager in connection with the Daimler Litigation and consistent with Section IV.H.6 and the Litigation Manager Agreement;

- xvi. retain, employ and compensate, without further order of the Bankruptcy Court, professionals (or other Persons or Entities) to represent, advise and assist the Liquidation Trust (or the Liquidation Trustee or the Litigation Manager on its behalf) in the fulfillment of its responsibilities in connection with the Plan ~~and~~, the Liquidation Trust Agreement or the Litigation Manager Agreement, all as the Liquidation Trustee determines, in ~~his or her~~its reasonable discretion, to be necessary, appropriate or desirable and in connection with its responsibilities or as determined by the Litigation Manager in connection with the Daimler Litigation and consistent with Section IV.B.3.d and the Litigation Manager Agreement;
- xvii. pay all Liquidation Trust Expenses in accordance with the terms of the Plan and the Liquidation Trust Agreement;
- xviii. take such actions as are necessary or appropriate to close or dismiss any or all of the Chapter 11 Cases;
- xix. terminate and dissolve the Liquidation Trust in accordance with the terms of the Plan and the Liquidation Trust Agreement; and
- xx. take such actions as are necessary, appropriate or desirable to terminate the existence of the Debtors to the extent not already effectuated pursuant to the Plan.

The Liquidation Trust and the Liquidation Trustee (and solely and exclusively with respect to the Daimler Litigation and as set forth in Sections IV.G.2 and IV.H. and the Litigation Manager Agreement, the Litigation Manager) shall each be a "representative of the estate" under section 1123(b)(3)(B) of the Bankruptcy Code.

b. Funding of the Liquidation Trust

The Liquidation Trust shall be funded from the Liquidation Trust Assets that must be used solely for their respective purposes as set forth in the Plan and the Winddown Orders. Notwithstanding anything to the contrary herein or in the Confirmation Order, the Liquidation Trust shall use the DIP Collateral only in accordance with, and for the sole purposes set forth in, the DIP Lender Winddown Order and in accordance with the Winddown Budget; *provided that*, if the Liquidation Trust seeks the agreement of the U.S. Treasury to modify the Winddown Budget, the Liquidation Trustee shall provide at least ten Business Days' prior written notice specifying the proposed modification thereof to the U.S. Treasury and *provided further that* the U.S. Treasury shall grant or deny any such request to modify the Winddown Budget in its sole discretion. Notwithstanding anything to the contrary set forth in this Plan or the Confirmation Order, the Government DIP Lenders (i) shall have the right to enforce the provisions of the Sale Order, the DIP Lender Winddown Order and the Winddown Budget by seeking an order from the Bankruptcy Court, after not less than ten days' notice to the Notice Parties and a hearing, prohibiting or limiting the Liquidation Trust's continuing use of the DIP Collateral as otherwise set forth in the Plan; and (ii) in any such proceeding, the Government DIP Lenders shall only be required to establish that the Winddown Budget was violated without the consent of the U.S. Treasury. For avoidance of doubt, the Winddown Budget may not be modified without the written agreement of the U.S. Treasury.

c. Liquidation Trustee

i. The Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the consolidated Estates of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights and responsibilities of the Liquidation Trustee, and ~~the~~its beneficiaries ~~of the Liquidation Trustee~~, shall be specified in the Liquidation Trust Agreement and shall include those rights and powers set forth in Section IV.B.3.a that are not vested in the Litigation Manager hereunder or in the Liquidation Trust Agreement or the Litigation Manager Agreement. The Liquidation Trustee shall distribute the Liquidation Trust Assets in accordance with the applicable provisions of the Plan, the Winddown Orders and the Liquidation Trust Agreement.

ii. Upon the resignation, removal, death or other incapacity of the Liquidation Trustee, a successor to the Liquidation Trustee and the terms of such successor's engagement must be approved by the Bankruptcy Court, subject to the express consent of the U.S. Treasury which may be withheld for any reason. Except as otherwise ordered by the Bankruptcy Court, any successor Liquidation Trustee must consent to and accept in writing the terms of the Liquidation Trust Agreement and agree that the terms of the Liquidation Trust Agreement are binding upon and inure to the benefit of the successor Liquidation Trustee and all of such successor Liquidation Trustee's heirs and legal and personal representatives, successors or assigns. A resigning Liquidation Trustee may request that the Bankruptcy Court approve a successor Liquidation Trustee. If (A) the resigning Liquidation Trustee fails to request the Bankruptcy Court to approve a successor Liquidation Trustee or the U.S. Treasury does not consent to the proposed successor Liquidation Trustee, or (B) in case of the death or incapacity of the Liquidation Trustee (or the sole manager thereof) or the removal of the Liquidation Trustee pursuant to the Liquidation Trust Agreement, the Government DIP Lenders and the First Lien Agent shall nominate a successor Liquidation Trustee and request that the Bankruptcy Court approve such nominee as the successor Liquidation Trustee.

iii. If the Liquidation Trust Assets at any point in time prove insufficient to pay all beneficiaries in accordance with the terms hereof, and provided that the Liquidation Trustee has not engaged in willful misconduct or gross negligence, the Liquidation Trustee will have no obligation to seek disgorgement from any beneficiary, but may seek: (A) the guidance of the Bankruptcy Court; or (B) to terminate the Liquidation Trust Agreement upon approval of the Bankruptcy Court or another court of competent jurisdiction. The Liquidation Trustee will notify the U.S. Treasury in writing, at least five Business Days before seeking guidance from the Bankruptcy Court or before terminating the Liquidation Trust Agreement in accordance with the preceding sentence. Notwithstanding anything to the contrary set forth herein, the Government DIP Lenders' obligations hereunder and under the Winddown Orders shall not be altered by the order of any court, including the Bankruptcy Court, entered in connection with this Section IV.B.3.c.iii or any other provision hereof.

iv. The Liquidation Trust Agreement will provide that, immediately after the Effective Date, the Liquidation Trustee will obtain a bond or surety with respect to the Cash held by the Liquidation Trust, and all costs and expenses incurred to obtain the bond or surety will be borne by the Liquidation Trust. The Liquidation Trustee will notify the Bankruptcy Court and the U.S. Trustee in writing: (A) at such time as the Liquidation Trustee obtains its initial and any subsequent replacement bonds or sureties; (B) before modifying the amount or provider of any bond or surety; or (C) before terminating its bond or surety.

d. Fees and Expenses of the Liquidation Trust

Except as otherwise ordered by the Bankruptcy Court, the Liquidation Trust Expenses shall be paid from the applicable Liquidation Trust Assets in accordance with the Plan, the Winddown Orders, the Winddown Budget and the Liquidation Trust Agreement. The Liquidation Trustee, on behalf of the Liquidation Trust, may employ, without further order of the Bankruptcy Court, professionals to assist in carrying out its duties hereunder and may compensate and reimburse the expenses of these professionals without further order of the Bankruptcy Court from the applicable Liquidation Trust Assets in accordance with the Plan and the Liquidation Trust Agreement. The Litigation Manager, on behalf of the Liquidation Trust, may retain, solely in connection with the Daimler Litigation and without further order of the Bankruptcy Court, expert witnesses, translators and other non-legal professionals to assist in carrying out its duties in connection with the Daimler Litigation as set forth herein and in the Litigation Manager Agreement, and all Daimler Litigation Costs incurred in connection with such

retentions will be paid from the Daimler Fund without further order of the Bankruptcy Court in accordance with the Plan ~~and~~, the Liquidation Trust [Agreement and the Litigation Manager Agreement](#). For the avoidance of doubt, the Liquidation Trust shall not use any of the DIP Collateral or the proceeds thereof to pay any Liquidation Trust Expenses except as provided herein, in the Winddown Budget or in the DIP Lender Winddown Order or as otherwise agreed in writing by the Government DIP Lenders.

e. Reports to be Delivered by the Liquidation Trust

The Liquidation Trustee, on behalf of the Liquidation Trust, will:

- i. File with the Bankruptcy Court (and provide to any other party entitled to receive any such report pursuant to the Liquidation Trust Agreement) quarterly reports regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it and other matters relating to the implementation of the Plan;
- ii. provide the Government DIP Lenders with (A) a monthly report of winddown expenses paid and the amounts remaining in each individual Trust Account, the Additional Proceeds Account and the Daimler Fund and (B) a monthly report of the status of the DIP Non-Liquidation Funds Collateral administered by the Liquidation Trust, which reports will be in form reasonably acceptable to the Government DIP Lenders; and
- iii. provide the First Lien Agent with (A) a monthly report of winddown expenses paid and the amounts remaining in the First Lien Reserve and the Daimler Fund and (B) a monthly report of the status of the First Lien Trust Assets administered by the Liquidation Trust, which reports will be in form reasonably acceptable to the First Lien Agent.

f. Indemnification

The Liquidation Trust Agreement may include reasonable and customary indemnification provisions, ~~including with respect to the indemnification of the Litigation Manager~~. Any such indemnification will be the sole responsibility of the Liquidation Trust and payable solely from the Additional Winddown Cost Escrow or other available funds.

g. Tax Treatment

i. The Liquidation Trust is intended to be treated for U.S. federal income tax purposes (A) in part as [a grantor trust that is](#) a liquidating trust within the meaning of Treasury Regulations § 301.7701-4(d), and (B) in part as one or more disputed claims or other reserves taxed either as discrete trusts pursuant to IRC §§ 641, *et seq.*, or as disputed ownership funds pursuant to Treasury Regulations § 1.468B-9(b)(1), as determined by the Liquidation Trustee in the manner specified in the Liquidation Trust Agreement. For U.S. federal income tax purposes, the transfer of the Liquidation Trust Assets [\(to the extent not distributed to holders of Allowed Claims as of the Effective Date\)](#) to the Liquidation Trust will be treated as a transfer of the Liquidation Trust Assets from the Debtors to the holders of Allowed Claims, subject to any liabilities of the Debtors or the Liquidation Trust payable from the proceeds of such assets, followed by such holders' transfer of such assets (subject to such liabilities) to the Liquidation Trust. The holders of Allowed Claims will thereafter be treated for U.S. federal income tax purposes as the grantors and deemed owners of their respective shares of the Liquidation Trust Assets (subject to such liabilities). Such holders of Allowed Claims shall include in their annual taxable incomes, and pay Tax to the extent due on, their allocable shares of each item of income, gain, deduction, loss and credit, and all other such items shall be allocated by the Liquidation Trustee to such holders using any reasonable allocation method. Notwithstanding the foregoing, distributions made as of the Effective Date to holders of Allowed Claims are intended to be treated for U.S. federal income tax purposes as distributions directly from the Debtors to the holders of such Allowed

Claims, and such holders shall include in their taxable incomes any interest earned on such distributions from the Effective Date to the date on which the actual distribution is made.

ii. The Liquidation Trust Agreement will: (A) require that the Liquidation Trustee file income Tax returns for the Liquidation Trust as a grantor trust (and file separate returns for the disputed claims or other reserves as discrete trusts pursuant to IRC §§ 641, *et seq.*, or as disputed ownership funds pursuant to Treasury Regulations § 1.468B-9(b)(1), as determined by the Liquidation Trustee in the manner provided in the Liquidation Trust Agreement); (B) pay all Taxes owed on any net income or gain of the Liquidation Trust, including net income or gain of the disputed claims and other reserves, on a current basis from Liquidation Trust Assets; (C) provide for consistent valuations for all Liquidation Trust Assets by the Liquidation Trustee and holders of Allowed Claims, and require that such valuations be used for all Tax reporting purposes; (D) provide for the Liquidation Trust's termination no later than five years after the Effective Date unless the Bankruptcy Court approves a fixed extension based upon a finding that an extension is necessary for the Liquidation Trust to resolve all Claims, reduce all Liquidation Trust Assets to Cash and liquidate; (E) limit the investment powers of the Liquidation Trustee in accordance with IRS Revenue Procedure 94-45; and (F) require that the Liquidation Trust, in accordance herewith, distribute at least annually all net income and the net proceeds from the sale or other disposition of all Liquidation Trust Assets in excess of amounts reasonably necessary to maintain the value of the remaining Trust Assets and pay Claims and contingent liabilities, including Disputed Claims.

C. Corporate Governance

1. Certificates of Incorporation and Bylaws

Consistent with Section IV.B [and except as otherwise provided herein](#), each of the Debtors will cease to exist, and all existing certificates of incorporation and bylaws, articles of organization, limited liability company agreements, or similar organizational documents will be cancelled, as of the Effective Date; accordingly, no new certificates of incorporation and bylaws or other applicable organizational documents will be necessary.

2. Corporate Action

The Restructuring Transactions; the establishment of the Liquidation Trust; the appointment of the Liquidation Trustee [and the Litigation Manager](#) to act on behalf of the Liquidation Trust; the transfer of the Liquidation Trust Assets to the Liquidation Trust; the creation of the Additional Proceeds Account; the substitution of the Liquidation Trust as the plaintiff in the Daimler Litigation; the adoption, execution, delivery and implementation of all contracts, instruments, releases and other agreements or documents related to any of the foregoing; the adoption, execution and implementation of the Liquidation Trust Agreement; the distribution of Cash held in the Liquidation Accounts consistent with the Plan; the distribution of proceeds from the sale or other disposition of the First Lien Trust Assets and the DIP Non-Liquidation Funds Collateral consistent with the Plan; and the other matters provided for under the Plan involving the corporate or limited liability company structure of any Debtor or corporate or similar action to be taken by or required of any Debtor or the Liquidation Trustee shall occur and be effective as of the date specified in the documents effectuating the applicable Restructuring Transactions (or other transactions) or the Effective Date, if no such other date is specified in such other documents, and shall be authorized and approved in all respects and for all purposes without any requirement of further action by the Debtors, the Liquidation Trustee, [the Litigation Manager](#) or any other Person or Entity.

D. No Revesting of Assets

The property of the Debtors' Estates will not revert in the Debtors on or after the Effective Date but shall vest in the Liquidation Trust, to be administered by the Liquidation Trustee (or, solely with respect to the Daimler Litigation and as set forth in Sections IV.G.2 and IV.H [and the Litigation Manager Agreement](#), the Litigation Manager) in accordance with the Plan, [the Liquidation Trust Agreement](#) and/or the ~~Liquidation Trust~~ [Litigation Manager Agreement](#), as applicable.

E. Postpetition Agreements

As of the Effective Date, the Liquidation Trust shall be deemed a successor in interest to the Debtors under, and a beneficiary of, any Postpetition Agreement, and any rights and benefits thereunder shall be transferred to the Liquidation Trust; *provided, however*, that no change in ownership or change in control under any such contract, lease or agreement shall be deemed to have occurred on the Effective Date. Any Postpetition Agreements shall survive and remain unaffected by the entry of the Confirmation Order.

F. Liquidation Accounts and Other Accounts

1. Transfer or Creation

- a. On the Effective Date, each of the Trust Accounts, the First Lien Reserve and the Daimler Fund will be transferred to and irrevocably vest in the Liquidation Trust in accordance with the Plan.
- b. On or prior to the Effective Date, the Additional Proceeds Account will be established by (i) the Debtors and transferred to the Liquidation Trust in accordance with the Plan or (ii) the Liquidation Trust Agreement. Subject to the terms hereof, the Additional Proceeds Account shall be funded with any Daimler Proceeds and, upon the conclusion of the Daimler Litigation, any General Unsecured Daimler Fund Balance.
- c. The Liquidation Trustee may establish (i) a separate account (or sub-account) for the General Unsecured Claims Reserve, as set forth in Section IV.G.2.b.viii; (ii) one or more distribution accounts, as contemplated by Section V.B.1; or (iii) such other accounts (or sub-accounts) as may be necessary ~~and~~, appropriate or desirable and that are consistent with the Plan.

2. Maintenance

- a. From and after the Effective Date, the Liquidation Accounts and the contents thereof will be maintained in federally insured domestic banks in the name of the Liquidation Trust. Each Liquidation Account will be maintained and accounted for separately and will not be combined with another Liquidation Account. The Liquidation Trustee may, from time to time, move any Liquidation Account from one institution to another, *provided that* the Liquidation Trustee otherwise complies with this Section IV.F.2.a and provides notice to the Notice Parties of such account transfer.
- b. The Liquidation Accounts shall be used for their designated purposes consistent with the terms of the Plan, the Winddown Orders and the Winddown Budget. Notwithstanding anything to the contrary in the Plan or the DIP Lender Winddown Order, with the written agreement of each of the Government DIP Lenders, (i) any excess amount in a Trust Account after such account is used for its designated purpose or (ii) any net proceeds of DIP Non-Liquidation Funds Collateral, may be transferred to another Liquidation Account.
- c. As set forth in the Plan and the First Lien Winddown Order (and subject to the terms thereof), net proceeds of any First Lien Collateral will be transferred into the First Lien Reserve to the extent necessary to maintain the Minimum Amount (as defined in the First Lien Winddown Order) in the First Lien Reserve during the Covered Period. For the avoidance of doubt, the net proceeds of the First Lien Collateral, subject to the funding requirements of the First Lien Reserve, shall not pay for, fund or otherwise be used in any way to effectuate the Plan or satisfy the Claims thereunder, other than the Allowed First Lien Secured Claims.

3. Closure

Subject to and in accordance with the Liquidation Trust Agreement, the Liquidation Accounts and other accounts shall be closed by the Liquidation Trustee as follows:

- a. After any Trust Account has been fully administered for its designated purpose in accordance with the Winddown Budget, any remaining funds in such account will be subject to the treatment provided under the Plan, and the applicable Trust Account may be closed.
- b. At the conclusion of the Daimler Litigation and after the payment of the Daimler Litigation Costs, any Daimler Fund Balance will be subject to treatment as set forth in the Plan, and the Daimler Fund may be closed.
- c. After the conclusion of the Covered Period, the funds remaining in the First Lien Reserve will be subject to the treatment set forth herein and in the First Lien Winddown Order, and, after distribution of these funds, the First Lien Reserve will be closed.
- d. After the Bankruptcy Court has entered an order closing the Debtors' Chapter 11 Cases and the Liquidation Trust has been fully administered, any remaining funds in the Liquidation Accounts will be subject to the treatment provided in the Plan, and the remaining Liquidation Accounts will be closed.
- e. Any accounts other than the Liquidation Accounts may be closed at the discretion of the Liquidation Trustee once the accounts have served their intended purpose or have been replaced.

G. Daimler Litigation

1. Transfer to Liquidation Trust

On the Effective Date, the Daimler Litigation shall be transferred to the Liquidation Trust as part of the Liquidation Trust Assets, subject to the treatment set forth in the Plan.

2. Prosecution or Settlement

a. On the Effective Date or as promptly thereafter as is practicable, the Liquidation Trust shall be substituted as the plaintiff in the Daimler Litigation. The Liquidation Trustee, any Litigation Manager and Contingency Fee Counsel shall take all steps that are necessary or appropriate to accomplish such substitution.

b. On and after the Effective Date, if the Class 3A Voting Condition has been satisfied, the Litigation Manager, ~~in consultation with the Liquidation Trustee,~~ will prosecute to conclusion or settle the Daimler Litigation on behalf of the Liquidation Trust, as follows:

- i. From and after the Effective Date, the Daimler Litigation will continue to be pursued and otherwise prosecuted by Contingency Fee Counsel on behalf of the Liquidation Trust and at the direction of the Litigation Manager ~~in consultation with the Liquidation Trustee,~~ subject to the applicable terms of the Contingency Fee Counsel Agreement.
- ii. The Litigation Manager shall ~~report to~~ inform the Liquidation Trustee in writing or orally, as desired by the Liquidation Trustee, on the status of the Daimler Litigation on a periodic basis, but in any event not less than monthly.

- iii. The Litigation Manager shall ~~consult with~~promptly inform the Liquidation Trustee ~~on all significant decisions~~ with respect to all significant decisions, including all settlement offers made or received, in connection with the Daimler Litigation, ~~but in any event provided that~~ the decision on ~~such any matters rests in~~connection with the Daimler Litigation (including any decision regarding the pursuit, prosecution, compromise or settlement of the Daimler Litigation) will be the sole responsibility of the Litigation Manager, and the Liquidation Trustee shall have no authority or liability with respect thereto and shall have no authority to decide whether any settlement offer should be accepted by the Liquidation Trust or is fair and reasonable, all of which determinations rest solely with the Litigation Manager. ~~The Litigation Manager shall share all settlement offers actually made with the Liquidation Trustee and shall not enter into a settlement of the Daimler Litigation absent consultation with the Liquidation Trustee.~~
- iv. ~~iii.~~The Daimler Litigation Costs (but not the Contingency Fees) will be paid exclusively from the Daimler Fund unless and until the Daimler Fund is exhausted, at which time the Litigation Manager, after consultation with the Liquidation Trustee but in the Litigation Manager's sole discretion, may: (A) identify another source of funding to provide financing for the Daimler Litigation Costs, with recourse only to the Daimler Proceeds; or (B) permit Contingency Fee Counsel to advance amounts necessary to fund the costs of the Daimler Litigation consistent with the terms and conditions set forth in the Contingency Fee Counsel Agreement. Notwithstanding anything in the Plan to the contrary, the Government DIP Lenders shall not provide funding for, and the DIP Collateral or the proceeds thereof shall not be used to pay, any Daimler Litigation Costs or Contingency Fees unless (A) the Class 3A Voting Condition is not satisfied and (B) the Government DIP Lenders otherwise agree in writing.
- v. ~~iv.~~Except as set forth in Section II.A.1.c.iv, any Daimler Proceeds shall vest in the Liquidation Trust and shall be deposited in the Additional Proceeds Account consistent with the Liquidation Trust Agreement and the Litigation Manager Agreement.
- vi. ~~v.~~Prior to the Effective Date, the Creditors' Committee's Professionals were required to maintain separate records of expenses for all Daimler Litigation Costs that were to be paid pursuant to the Interim Compensation Order, as well as any applicable orders that may be entered by the Bankruptcy Court. After the Effective Date, the Litigation Manager, Contingency Fee Counsel, ~~the Liquidation Trust~~ and the Liquidation Trust's other professionals will maintain separate records of expenses for all Daimler Litigation Costs that will be paid in the ordinary course of business by the Liquidation Trust from the Daimler Fund, as set forth herein;
- vii. ~~vi.~~As promptly as possible after the receipt of any Daimler Proceeds, the Liquidation Trustee will use the Daimler Proceeds to pay, in the order set forth in this subsection, (A) the Contingency Fees, to the extent due under the Contingency Fee Counsel Agreement; and (B) any fees, expenses or other costs arising out of or in connection with the Daimler Litigation not otherwise covered by the Daimler Fund. Following such payments and except as otherwise provided by Section II.A.1.c.iv, the Net Daimler Proceeds will remain in the Additional Proceeds Account, subject to treatment under the Plan;
- viii. ~~vii.~~As promptly as possible after the Daimler Proceeds Receipt Date and the conclusion of the Daimler Litigation, (A) the General Unsecured Daimler Fund Balance, if any, will be deposited into the Additional Proceeds Account and

(B) the First Lien Daimler Fund Balance, if any, will be transferred to the First Lien Agent.

ix. ~~viii.~~ The Liquidation Trust will use the Net Daimler Proceeds and any General Unsecured Daimler Fund Balance to: (A) establish the General Unsecured Claims Reserve and (B) fund any identified or projected deficiencies in the Trust Accounts as determined by the Liquidation Trustee. After funding such amounts, the Available Net Daimler Proceeds will remain in the Additional Proceeds Account, subject to treatment under the Plan. The General Unsecured Claims Reserve may be established as a separate account and treated as a Liquidation Account hereunder, or it may be separately accounted for as part of the Additional Proceeds Account.

x. ~~ix.~~ Provided that the Available Net Daimler Proceeds are equal to or greater than the Minimum Distribution Threshold, the Available Net Daimler Proceeds will be distributed to the holders of Allowed General Unsecured Claims as set forth in Section II.B.6.a.

xi. ~~x.~~ If the Available Net Daimler Proceeds are less than the Minimum Distribution Threshold, the Available Net Daimler Proceeds and any General Unsecured Claims Reserve will be distributed to one or more Charitable Organizations, as further set forth in Section II.A.1.c.iv.

c. On and after the Effective Date, if the Class 3A Voting Condition has not been satisfied, (i) no Litigation Manager will be appointed and the Liquidation Trustee may prosecute to conclusion, settle or otherwise manage the Daimler Litigation on behalf of the Liquidation Trust, at the direction of both of the Government DIP Lenders consistent with Section II.A.1.c.iv; (ii) any First Lien Daimler Fund Balance (calculated as of the Confirmation Date) will be promptly paid to the First Lien Agent on behalf of the holders of Allowed First Lien Secured Claims as set forth in Section II.B.2.g and any General Unsecured Daimler Fund Balance may be used to continue funding the costs associated with the Daimler Litigation (or, if not needed to fund the Daimler Litigation, may be used for other Liquidation Trust Expenses); and (iii) if the Government DIP Lenders determine that the Liquidation Trust should continue to pursue the Daimler Litigation, all funding determinations will be made by the Government DIP Lenders and all Net Daimler Proceeds shall be paid to the Government DIP Lenders on a Pro Rata basis consistent with Section II.A.1.c.iv.

H. Litigation Manager

1. Appointment

On the Effective Date, if the Class 3A Voting Condition is satisfied, the Litigation Manager will be appointed pursuant hereto. The Litigation Manager shall be subject to the jurisdiction of the Bankruptcy Court. If the Class 3A Voting Condition is not satisfied, no Litigation Manager will be appointed.

2. Resignation, Removal or Death

a. In the event of a resignation or removal of the Litigation Manager for any reason, or in the event of the death of the Litigation Manager or other occurrence rendering the Litigation Manager incapacitated or unavailable, a replacement Litigation Manager will be designated by the Liquidation Trustee in consultation with the Lead Contingency Fee Counsel. Pending the designation of a new Litigation Manager, the Liquidation Trustee shall manage the Daimler Litigation.

b. If, within three months after the loss of the Litigation Manager as set forth in Section IV.H.2.a, no qualified Person is identified as willing to serve as Litigation Manager, the position of

Litigation Manager will be deemed terminated, without further order of the Bankruptcy Court, and any rights of the Litigation Manager shall permanently vest in the Liquidation Trustee.

3. Role

After the Effective Date, and consistent with Section IV.G.2.b, the Litigation Manager will make any and all decisions, ~~after consulting with the Liquidation Trustee~~, regarding the prosecution, compromise or settlement of the Daimler Litigation ~~as set forth in Section IV.G.2~~ and will have standing to participate in the Chapter 11 Cases solely with respect thereto.

4. Compensation, Expense Reimbursement and Professional Representation

Subject to this Section IV.H.4, the Litigation Manager will be compensated from the Daimler Fund for any reasonable and necessary fees and out-of-pocket expenses incident to the performance of his or her duties. The Litigation Manager will provide separate records of fees and expenses to the Liquidation Trustee on a monthly basis. The ~~Liquidation~~ Litigation Manager will be compensated at the Litigation Manager Hourly Rate but will not receive, on a monthly basis, more than the Litigation Manager Maximum Monthly Fee (which will be paid from the Daimler Fund); ~~provided that (a)~~;

a. if the Litigation Manager's fees for any month(s) are less than the Litigation Manager Maximum Monthly Fee, the difference between such actual fees and the Litigation Manager Maximum Monthly Fee will accumulate from month to month and will be available to pay the Litigation Manager's fees in any subsequent month(s) in which the Litigation Manager's monthly fee is ~~above~~ in excess of the Litigation Manager Maximum Monthly Fee; ~~and (b) except as set forth in (a), any portion of~~

b. ~~if~~ if the Litigation Manager's fees ~~that~~ for any month exceed the Litigation ~~Manager's~~ Manager Maximum Monthly Fee ~~are not chargeable to and will not be paid by the Liquidation Trust~~ plus any accumulated unused fee allowances rolled over from prior months, such excess fees may be deferred from month to month and paid down from available cash in the Daimler Fund in each subsequent month in which the Litigation Manager's monthly fees are less than the Litigation Manager Maximum Monthly Fee, subject to (c) below; and

c. ~~any excess fees that remain unpaid pursuant to (a) and (b) above will be paid from the Daimler Proceeds (if any) pursuant to Section IV.G.2.b.iv and will be deemed to be Daimler Litigation Costs, provided that (i) the Litigation Manager's aggregate fees (including amounts paid from the Daimler Fund and additional excess amounts sought from the Daimler Proceeds under this paragraph) do not exceed the Litigation Manager Maximum Aggregate Fee or (ii) any amounts in excess of the amounts in clause (i) are approved by an Order of the Bankruptcy Court after an application of the Litigation Manager, on notice to the Liquidation Trustee, the U.S. Trustee and the First Lien Agent, demonstrating the reasonableness of the request.~~

~~or any of the~~ Except as set forth in (a), (b) and (c) above, no portion of the Litigation Manager's fees are chargeable to or to be paid from any Liquidation Trust Assets (including any Daimler Proceeds). The Litigation Manager's reasonable out-of-pocket expenses are not subject to a monthly cap. For the avoidance of doubt, the Litigation Manager shall receive no compensation from the Winddown Funds or any other collateral of the Government DIP Lenders or the lender under the TARP Loan Agreement.

5. Term

The Litigation Manager's role shall be terminated at the earliest of (a) the completion of the functions assigned to the Litigation Manager pursuant to the Plan; (b) if no successor to the Litigation Manager can be identified as set forth in Section IV.H.2.b, the resignation, removal, death or incapacity of the Litigation

Manager; or (c) the entry of a Final Order or settlement in the Daimler Litigation resulting in no receipt of any Daimler Proceeds.

6. Rights and Powers; Confidentiality

a. Notwithstanding anything contained in the Plan to the contrary, the rights and powers of the Litigation Manager shall be strictly limited to those matters expressly enumerated in Section IV.H.3 ([and as further set forth in the Litigation Manager Agreement](#)) and such rights and powers may only be exercised in a manner consistent with the terms and conditions set forth therein. The Litigation Manager may not seek leave of court to expand its role beyond that set forth in Section IV.H.3 without the prior written consent of the Liquidation Trustee, which may be withheld in the Liquidation Trustee's sole and absolute discretion.

b. The Litigation Manager is bound by: (i) the terms of the Plan and cannot seek to modify, terminate, alter or amend any terms of the Plan; and (ii) any and all orders entered in the Chapter 11 Cases and cannot seek to modify, terminate, alter, amend appeal or vacate any such orders, except the Bankruptcy Court orders entered in connection with the Daimler Litigation.

c. Subject to the ~~Liquidation Trust~~ [Litigation Manager](#) Agreement, the Litigation Manager will, and will cause any of its representatives or professionals to maintain the confidentiality of (i) any information that is confidential, proprietary or otherwise not generally available to the public and that is furnished by [or on behalf of](#) the Liquidation ~~Trustee~~ [Trust](#) or (ii) all written or electronically stored documentation prepared by the Litigation Manager that is based on or reflects, in whole or in part, such information, unless such information is, in the Litigation Manager's reasonable discretion, necessary to be disclosed in connection with the Daimler Litigation. The Litigation Manager will not use any such confidential information other than in connection with the exercise of his or her rights, powers, privileges and duties pursuant to this Plan and the ~~Liquidation Trust~~ [Litigation Manager](#) Agreement.

7. Indemnification

[The Litigation Manager Agreement may include reasonable and customary indemnification provisions. Any such indemnification will be the sole responsibility of the Liquidation Trust and payable solely from the Daimler Fund, provided that if the Daimler Fund is insufficient to pay such indemnification, any indemnification that remains unpaid will be paid from the Additional Winddown Cost Escrow or other available funds.](#)

I. Limitations on Amounts to Be Distributed to Holders of Allowed Insured Claims

Distributions under the Plan to each holder of an Allowed Insured Claim will be in accordance with the treatment provided under the Plan for the Class in which such Allowed Insured Claim is classified, but solely to the extent that such Allowed Insured Claim is not satisfied from proceeds payable to the holder thereof under any pertinent insurance policies and applicable law. Nothing in this Section IV.I shall constitute a waiver of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that any ~~entity~~ [Entity](#) may hold against any other ~~entity~~ [Entity](#), including the Debtors' insurance carriers.

J. Termination of All Employee, Retiree and Workers' Compensation Benefits

All existing employee benefit plans, retiree benefit plans and workers' compensation benefits not previously terminated by the Debtors, or assumed by the Debtors and assigned to New Chrysler, shall be terminated on or before the Effective Date.

K. Release of Liens

Except as otherwise provided in the Plan, the Winddown Orders or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the treatment provided for Claims and Interests in Article II, all mortgages, deeds of trust, Liens or other security interests against the Assets of any Estate shall be fully released and discharged, and all of the

right, title and interest of any holder of such mortgages, deeds of trust, Liens or other security interests, including any rights to any collateral thereunder, shall be enforceable solely against the applicable Liquidation Trust Assets in accordance with and subject to the terms of the Plan or the Winddown Orders, *provided that*, for the avoidance of doubt, (1) the First Lien Agent's Lien on the First Lien Collateral remains fully perfected, non-voidable and enforceable after the Effective Date and (2) the Government DIP Lenders' Lien on the DIP Collateral remains fully perfected, non-voidable and enforceable after the Effective Date.

L. ~~Cancellation~~Termination and ~~Surrender~~Cancellation of Instruments, Securities and Other Documentation

1. Bonds

a. On the Effective Date, the Bond Indenture and the Bonds issued thereunder shall be deemed ~~cancelled~~terminated, and be of no further force and effect ~~against, with respect to~~ the Debtors, ~~without any further action on the part of any Debtor.~~ The, Subject to this Section IV.L.1.a. the holders of the Bonds shall have no rights against the Debtors arising from or relating to such instruments and other documentation, or the ~~cancellation~~deemed termination thereof. The Debtors shall not have any continuing obligations or rights under the Bond Indenture and the Bonds issued thereunder, except with respect to any obligations to the Bondholders as holders of Allowed Claims in Class 3A and as otherwise set forth herein, provided that such deemed termination with respect to the Debtors shall not affect any rights and obligations arising from and in connection with the Bond Indenture and the Bonds by or among the Indenture Trustee, the Bondholders, Daimler, the Paying Agent and any other non-Debtor Entity such that the Bond Indenture and the Bonds shall be unaffected and continue with respect to such Entities for all other purposes, including, without limitation:

- i. as necessary to preserve, pursue or administer the rights, claims, liens and interests of the Indenture Trustee and the holders of Bondholder Claims under the Bond Indenture against non-Debtor third parties (including to preserve and pursue the claims, rights and interests of the Indenture Trustee and the Bondholders against Daimler, as guarantor, under the Daimler Bondholder Guaranty); and
- ii. to the extent necessary to allow the Indenture Trustee to receive distributions on behalf of the holders of Allowed Bondholder Claims pursuant to the Plan, and make distributions under the Bond Indenture, on account of Allowed Bondholder Claims.

For the avoidance of doubt, nothing in the Plan shall affect the obligations of Daimler under, and the terms of, the Bond Indenture and the Daimler Bondholder Guaranty.

b. Nothing herein shall impair the rights of the Indenture Trustee to enforce its charging liens, created in law or pursuant to the Bond Indenture, against property that otherwise would be distributed to the Bondholders. Without further action or order of the Bankruptcy Court, the charging liens of the Indenture Trustee shall attach to any property distributable to the holders of Allowed Bondholder Claims under the Plan with the same priority, dignity and effect that such Liens had on property distributable under the Bond Indenture.

2. Equity Interests

Except as set forth in Section II.B.9, the Equity Interest of all Debtors shall be deemed cancelled and of no further force and effect on the Effective Date. The holders of or parties to such cancelled securities and other documentation shall have no rights arising from or relating to such securities and other documentation or the cancellation thereof.

M. Abandonment of Property

~~1. Abandonment of Property Under the Plan~~

~~Each of the Assets listed on Plan Exhibit IV.M.1, shall be deemed abandoned by the Debtors as of the Effective Date, and the Confirmation Order shall constitute the Bankruptcy Court's approval of such abandonment pursuant to section 554(a) of the Bankruptcy Code.~~

1. ~~2.~~ Abandonment by Liquidation Trust

a. The Liquidation Trust, after consultation with the Government DIP Lenders (with respect to DIP Non-Liquidation Funds Collateral) ~~and/or~~ the First Lien Agent (with respect to First Lien Collateral), shall have (subject to Section IV.M.~~2~~1.b) the right, in accordance with applicable law, to abandon in any commercially reasonable and lawful manner any Liquidation Trust Asset that:

- i. the First Lien Agent redesignates as a First Lien Excluded Asset pursuant to Section II.B.2.f.ii;
- ii. the Liquidation Trustee reasonably concludes is of inconsequential benefit to the Liquidation Trust or its creditors or beneficiaries, or is placing a burden on the Liquidation Trust and its resources; or
- iii. the Liquidation Trustee reasonably determines, at the conclusion of distributions or dissolution of the Liquidation Trust, to be too impractical to distribute.

b. Any abandonment pursuant to Section IV.M.~~2~~1.a above shall be ~~(i)~~ affected by a separate order of the Bankruptcy Court under section 554 of the Bankruptcy Code, on proper notice to the relevant parties (including the Notice Parties); ~~and (ii) be deemed to have been made pursuant to Section IV.M.1.~~

c. Notwithstanding the foregoing, if the Class 3A Voting Condition is satisfied, the Liquidation Trust may not abandon the Daimler Fund, the Daimler Litigation or the Daimler Proceeds.

2. ~~3.~~ Abandonment Claims

If the abandonment of any Asset pursuant to the Plan ~~(including those abandoned pursuant to Section IV.M.2)~~ and the Confirmation Order results in damages to a non-Debtor party, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors, the Liquidation Trust, the Liquidation Trustee, the Government DIP Lenders, the U.S., the First Lien Lenders, the First Lien Agent or their properties, successors and assigns, unless a proof of Claim is Filed and served upon counsel for the Liquidation Trust on or before 30 days after the later to occur of (a) the Confirmation Date or (b) the date of the entry by the Bankruptcy Court of an order authorizing the abandonment of such Asset.

N. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Liquidation Trustee or ~~his or her~~its valid designee in accordance with the Liquidation Trust Agreement (or, with respect to the Daimler Litigation ~~and in accordance with the Litigation Manager Agreement~~, the Litigation Manager) shall be authorized to (1) execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan and (2) certify or attest to any of the foregoing actions. Pursuant to section 1146(a) of the Bankruptcy Code, the following shall not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax, filing fee, sales or use Tax or similar Tax: (1) any Restructuring Transaction; (2) the execution and implementation of the Liquidation Trust Agreement, including the creation of the Liquidation Trust, any transfers of the Liquidation Trust Assets or other assets (if any) to or by the Liquidation Trust, including the sale, liquidation, transfer, foreclosure, abandonment or other disposition of the Liquidation Trust Assets; or (3) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or

dissolution, deeds, bills of sale or assignments, applications, certificates or statements executed or filed in connection with any of the foregoing or pursuant to the Plan, and any transfer of First Lien Collateral to or from the Liquidation Trust in accordance with the terms of the Plan.

ARTICLE V. PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in Article II and Article V, distributions of Cash to be made on the Effective Date to holders of Claims as provided by Article II that are Allowed as of the Effective Date shall be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable, but in any event no later than: (1) 60 days after the Effective Date; or (2) with respect to any particular Claim, such later date when the applicable conditions of Section V.D.2 (regarding undeliverable distributions) are satisfied. Distributions on account of Claims that become Allowed Claims after the Effective Date will be made pursuant to Section V.E.

B. Method of Distributions to Holders of Allowed Claims

1. ~~The~~[Subject to Section V.B.4, the](#) Liquidation Trustee in his capacity as Disbursing Agent, or such Third Party Disbursing Agents as the Liquidation Trustee may employ in the Liquidation Trustee's sole discretion, will make all distributions of Cash required under the Plan. To assist in making distributions, the funds in any applicable Liquidation Account may be transferred to one or more distribution accounts in the name of the Liquidation Trust or a Third Party Disbursing Agent as part of the distribution process.

2. Each Third Party Disbursing Agent will serve without bond, and any Third Party Disbursing Agent may employ or contract with other ~~entities~~[Entities](#) to assist in or make the distributions required by the Plan. The duties of any Third Party Disbursing Agent shall be set forth in the applicable agreement retaining such Third Party Disbursing Agent.

3. Non-Cash distributions under the Plan (e.g., transfers of collateral to the Collateral Trustee on behalf of the First Lien Lenders, or to other holders of Allowed Secured Claims) will be made by the Liquidation Trust consistent with the terms of the Plan and applicable law.

[4. The Liquidation Trustee will make distributions on account of Allowed Bondholder Claims to the Indenture Trustee, which shall administer such distributions to the holders of Allowed Bondholder Claims in accordance with the terms of the Bond Indenture. The reasonable fees and expenses of the Indenture Trustee incurred in connection with the distributions described in this Section V.B will be paid by the Liquidation Trustee without further application to or order of the Bankruptcy Court and consistent with Section V.C.](#)

C. Compensation and Reimbursement for Services Related to Distributions

Each Third Party Disbursing Agent [and the Indenture Trustee](#) providing services related to distributions pursuant to the Plan will receive from the Additional Winddown Cost Escrow, the General Unsecured Claim Reserve or other available funds, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. These payments will be made on terms agreed to by the Liquidation Trustee and will not be deducted from distributions (including any distributions of Cash Investment Yield) to be made pursuant to the Plan to holders of Allowed Claims receiving distributions from a Third Party Disbursing Agent [or the Indenture Trustee](#). To assist in making distributions under the Plan, the applicable Liquidation Accounts may be held in the name of one or more Third Party Disbursing Agents for the benefit of holders of Allowed Claims under the Plan, or the funds in any Liquidation Accounts may be transferred to distribution accounts. The Third Party Disbursing Agents will invest the Cash in the Liquidation Accounts as directed by the Liquidation Trustee in accordance with the Debtors' investment and deposit guidelines; *provided, however*, that should the Liquidation Trustee determine, in the Liquidation Trustee's sole discretion, that the administrative costs associated with such investment will exceed the return on such investment, he may direct the Third Party Disbursing Agent to not invest such Cash. Where

applicable, distributions of Cash from accounts held by Third Party Disbursing Agents will include a Pro Rata share of the Cash Investment Yield, if any, from such investment of Cash.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

Distributions to holders of Allowed Claims will be made by a Disbursing Agent: (a) at the addresses set forth on the respective proofs of Claim, proof of Administrative Priority Claim or similar document Filed by holders of such Claims; (b) at the address for a Claim transferee set forth in a valid notice of transfer of Claim completed prior to the Distribution Record Date; (c) at the addresses set forth in any written certification of address change delivered to the Disbursing Agent (including pursuant to a letter of transmittal delivered to a Disbursing Agent) after the date of Filing of any related proof of Claim, proof of Administrative Priority Claim or similar document Filed by holders of such Claims; (d) at the addresses reflected in the applicable Debtor's Schedules if no proof of Claim has been Filed and the Disbursing Agent has not received a written notice of a change of address; or (e) if clauses (a) through (d) are not applicable, at the last address directed by such holder in a Filing made after such Claim becomes an Allowed Claim. Distributions to the Government DIP Lenders as the holders of Allowed Administrative Claims and Allowed Secured Claims will be made on a Pro Rata basis.

2. Undeliverable Distributions Held by Disbursing Agents

a. Holding of Undeliverable Distributions

Subject to Section V.D.2.c, distributions of Cash returned to a Disbursing Agent or otherwise undeliverable will remain in the applicable Liquidation Account for the benefit of the claimants to whom such distributions were intended to be made. At the option of the Liquidation Trustee, non-Cash distributions returned to a Disbursing Agent may be either (i) held by the Liquidation Trust for the benefit of the claimants to whom such distributions were intended to be made or (ii) if the assets impose any potential costs or liabilities on the Liquidation Trust, abandoned under Section IV.M.21.

b. After Distributions Become Deliverable

i. No later than each Periodic Distribution Date, the applicable Disbursing Agent will make all distributions that become deliverable to holders of Allowed Claims during the preceding calendar quarter; *provided, however*, that the Liquidation Trustee may, in ~~his or her~~its sole discretion, establish a record date prior to each Periodic Distribution Date, such that only Claims Allowed as of the record date will participate in such periodic distribution. Notwithstanding the foregoing, the Liquidation Trustee shall have the right, to the extent ~~he or she~~it determines that a distribution on account of an Allowed General Unsecured Claim on any Periodic Distribution Date is uneconomical or unfeasible, or is otherwise unadvisable, to postpone a Periodic Distribution Date until the next Periodic Distribution Date or until the Final Distribution Date.

ii. Each distribution of Cash that becomes deliverable pursuant to this Section V.D.2.b will include to the extent applicable a Pro Rata share of the Cash Investment Yield from the investment of any undeliverable Cash from the date that such distribution would have first been made under the Plan had it then been deliverable to the date that such distribution becomes deliverable.

c. Failure to Claim Undeliverable Distributions

Any holder of an Allowed Claim that does not assert a claim pursuant to the Plan for an undeliverable distribution to be made by a Disbursing Agent within 120 days after the later of (i) the Effective Date and (ii) the last date on which a distribution was deliverable to such holder shall have its claim for such undeliverable distribution deemed satisfied, waived and released and shall be forever barred from asserting any such claim against the Debtors, the Liquidation Trust or their respective Assets or property, including the Liquidation Trust Assets. In such cases, unclaimed distributions will be maintained in the applicable Liquidation Account for redistribution to other claimants entitled to distribution from such Liquidation Account, or to make other payments,

in accordance herewith. Nothing contained in the Plan shall require any Debtor, the Liquidation Trustee or any Third Party Disbursing Agent to attempt to locate any holder of an Allowed Claim.

E. Timing and Calculation of Amounts to Be Distributed

1. Distributions to Holders of Allowed Claims Other Than Allowed General Unsecured Claims

Subject to Section V.A and V.E.2, on the Effective Date, each holder of an Allowed Claim other than an Allowed General Unsecured Claim will receive the full amount of the distributions that the Plan provides for such Allowed Claims in the applicable Class. No later than each Periodic Distribution Date, distributions also will be made to holders of Disputed Claims in any such Class that were allowed during the preceding calendar quarter. Such periodic distributions also will be in the full amount that the Plan provides for Allowed Claims in the applicable Class.

2. Distributions to Holders of Allowed Priority Tax Claims and Certain Allowed Secured Claims

The Debtors reserve the right to elect to make distributions to each holder of (a) an Allowed Priority Tax Claim or (b) an Allowed Secured Claim that otherwise would meet the description of an Allowed Priority Tax Claim but for the secured status of that Allowed Secured Claim, by making regular installment payments in Cash in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code. If this election is made, payments will be made in equal quarterly installments of principal (commencing on the later of the first Periodic Distribution Date or the first Periodic Distribution Date following the date such Claim becomes an Allowed Claim and ending no later than the fifth anniversary of the Petition Date), plus simple interest accruing from the Effective Date on the unpaid portion of each Allowed Claim (at such interest rate and upon such other terms determined by the Bankruptcy Court to provide the holder of such Claim with deferred Cash payments having a total value, as of the Effective Date, equal to the Allowed amount of such Claim). Notwithstanding any such election under this Section V.E.2, the Liquidation Trustee will have the right to pay any remaining balance of any Allowed Priority Tax Claim or Allowed Secured Claim (plus interest accrued in accordance with this Section V.E.2) in full at any time after the Effective Date without premium or penalty.

3. Distributions to Holders of Allowed General Unsecured Claims

a. Conditions to Distribution

Unless the Class 3A Voting Condition is satisfied and the Available Net Daimler Proceeds exceed the Minimum Distribution Threshold, no distributions will be made to holders of Allowed General Unsecured Claims.

b. Initial Distributions

On the first Periodic Distribution Date that is at least 45 days after the Daimler Proceeds Receipt Date ~~and subject to the Minimum Distribution Threshold~~, each holder of an Allowed General Unsecured Claim as of the Daimler Proceeds Receipt Date will receive its Pro Rata share of the Available Net Daimler Proceeds. On each Periodic Distribution Date thereafter, each holder of a Disputed General Unsecured Claim that became an Allowed Claim during the preceding calendar quarter will receive its Pro Rata share of the Available Net Daimler Proceeds.

c. Additional Periodic Distributions

On each Periodic Distribution Date during the 12 months following the Daimler Proceeds Receipt Date, each fourth Periodic Distribution Date thereafter and the Final Distribution Date, any Allowed General Unsecured Claim that previously received a distribution under the Plan will receive a Catch-Up Distribution; *provided that* the Liquidation Trustee shall have the right, in his or her sole discretion, to make Catch-Up Distributions more frequently.

d. Periodic Record Date; Postponements

The Liquidation Trustee may, in ~~his or her~~its sole discretion, establish a record date prior to each Periodic Distribution Date, such that only Claims Allowed as of that record date shall participate in such periodic distribution. Notwithstanding the foregoing, the Liquidation Trustee shall have the right, to the extent that ~~he or she~~it determines that a distribution on any Periodic Distribution Date is uneconomical or unfeasible, or is otherwise unadvisable, to postpone a Periodic Distribution Date.

4. No Postpetition Interest on Claims

Except as expressly provided in the Plan, the Confirmation Order or any contract, instrument, release, settlement or other agreement entered into in connection with the Plan, or as required by applicable bankruptcy law, Postpetition Interest shall not accrue on account of any Claim.

5. No Post-Effective Date Interest on Claims

~~Post-Effective Date interest shall not accrue on account of any Claim.~~

Except to the extent provided in Sections V.D.2.b.ii and V.E.2, Post-Effective Date interest shall not accrue on account of any Claim, and the Liquidation Trustee will not distribute post-Effective Date interest on account of any Claim.

6. No De Minimis Distributions

~~No~~Except as otherwise directed by the Liquidation Trustee, no Disbursing Agent shall distribute Cash to the holder of an Allowed Claim if the total aggregate amount of Cash to be distributed on account of such Claim is less than \$100. Any holder of an Allowed Claim on account of which the total aggregate amount of Cash to be distributed is less than \$100 shall have its Claim for such distribution deemed satisfied, waived and released and shall be forever barred from asserting any such Claim against the Debtors, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager, or their respective Assets or property, including the Liquidation Trust Assets. Any Cash not distributed pursuant to this Section V.E.6: (a) with respect to Claims other than Allowed General Unsecured Claims, will be returned to the applicable Liquidation Account subject to treatment pursuant to the Plan; or (b) with respect to Allowed General Unsecured Claims, will be retained in the Additional Proceeds Account for redistribution Pro Rata to holders of Allowed General Unsecured Claims.

7. Fractional Dollars

Notwithstanding anything herein, the Liquidation Trust shall not be required to make distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar otherwise would be required hereunder, the actual payment made shall be rounded to the nearest whole dollar (up or down), with half dollars being rounded down.

F. Distribution Record Date

1. As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Debtors, ~~or~~their agents or the Indenture Trustee, shall be deemed closed and there shall be no further changes in the record holders of any of such Claims or Equity Interests. A Debtor ~~or~~a Disbursing Agent or the Indenture Trustee, as applicable, shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the Distribution Record Date and shall be entitled for all purposes herein to recognize and make distributions only to those holders of Allowed Claims that are holders of such Claims, or participants therein, as of the Distribution Record Date.

2. Except as otherwise provided in a Final Order, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 prior to the Distribution Record Date shall be treated as the holders of such

Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date.

G. Means of Cash Payments

Except as otherwise specified herein, Cash payments made pursuant to the Plan shall be in U.S. currency by checks drawn on the applicable Liquidation Account or, at the option of the Liquidation Trustee, by wire transfer from a domestic bank; *provided, however*, that Cash payments to foreign holders of Allowed Claims may be made, at the option of the Liquidation Trustee, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

H. Foreign Currency Exchange Rate

Except as otherwise provided in the Plan or a Bankruptcy Court order, as of the Effective Date, any General Unsecured Claim asserted in a currency other than U.S. dollars shall automatically be deemed converted to the equivalent U.S. dollar value using the exchange rate as of April 29, 2009, as set forth in the Federal Reserve Statistical Release for such date.

I. Establishment of Reserves

The Liquidation Trustee may establish any reserves that ~~he or she~~it deems necessary or advisable to make distributions to holders of Allowed Claims or otherwise to satisfy the Liquidation Trust's obligations under the Plan, including the creation of one or more reserves for Disputed Claims.

J. Withholding and Reporting Requirements

1. In connection with the Plan, to the extent applicable, each Disbursing Agent will comply with all applicable Tax withholding and reporting requirements imposed on it by any governmental unit and all distributions pursuant to the Plan will be subject to applicable Tax withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, each Disbursing Agent will be authorized to take any actions that may be necessary or appropriate to comply with such Tax withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding Taxes or establishing any other mechanisms the Disbursing Agent believes are reasonable and appropriate, including requiring Claim holders to submit appropriate Tax and withholding certifications. To the extent any Claim holder fails to submit appropriate Tax and withholding certifications as required by the Disbursing Agent, such Claim holder's distribution may, in the Disbursing Agent's reasonable discretion, be deemed undeliverable and subject to Section V.D.2.

2. Notwithstanding any other provision of the Plan, each ~~entity~~Entity receiving a distribution of Cash pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of the distribution, including income, withholding and other Tax obligations.

3. The Debtors reserve the right to allocate and distribute all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and similar encumbrances.

K. Setoffs

Except with respect to claims of a Debtor released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Liquidation Trustee as Disbursing Agent or a Third Party Disbursing Agent may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of the Claim(s) (before any distribution is made on account of the Claim), rights and ~~causes~~Causes of ~~action~~Action of any nature that the applicable Debtor may hold against the holder of the Allowed Claim; *provided, however*, that neither the failure to effect a setoff nor the allowance of any Claim

hereunder shall constitute a waiver or release by the applicable Debtor of any claims, rights and ~~causes~~ Causes of ~~action~~ Action that the Debtor may possess against the Claim holder.

L. Application of Distributions

To the extent applicable, all distributions to a holder of an Allowed Claim shall apply first to the principal amount of such Claim until such principal amount is paid in full and then to any interest accrued on such Claim prior to the Petition Date, and the remaining portion of such distributions, if any, shall apply to any interest accrued on such Claim after the Petition Date.

**ARTICLE VI.
PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

A. Treatment of Disputed Claims

1. ADR Procedures

At the Debtors' or, after the Effective Date, the Liquidation Trustee's option, any Disputed Claim may be submitted to the ADR Procedures in accordance with the terms of the ADR Procedures, if any. Disputed Claims not resolved through the ADR Procedures, if any, will be resolved pursuant to the Plan.

2. Disputed Insured Claims

The resolution of Disputed Insured Claims pursuant to this Section VI.A will be subject to the provisions of Section IV.I.

3. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions shall be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever.

4. Recourse

Except as expressly provided in Sections II.A.1.c and II.B.2, each holder of a Disputed Claim that ultimately becomes an Allowed Claim shall have recourse only to the undistributed Cash held in the applicable Liquidation Account or any applicable Disputed Claims reserve with respect to such Claim (net of Taxes on such Disputed Claims reserve) for the satisfaction of such Allowed Claim and not to any other Liquidation Account or any assets previously distributed on account of any Allowed Claim.

B. Prosecution of Objections to Claims

1. Timing for Objections to Claims

All objections to Claims must be Filed and served on the holders of such Claims, and any amendment to the Schedules to reduce the scheduled Claim of such holder must be made by the Debtors or the Liquidation Trustee, as applicable, by the applicable Claims Objection Bar Date. If an objection has not been Filed to a Claim or an amendment has not been made to the Schedules with respect to a scheduled Claim by the applicable Claims Objection Bar Date, the particular Claim will be treated as an Allowed Claim if such Claim has not been allowed earlier.

2. Authority to Prosecute Objections and Consummate Settlements

a. Objections Filed Prior to the Effective Date

After the Confirmation Date, but prior to the Effective Date, the Debtors shall have the authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims, including pursuant to any ADR Procedures approved by the Bankruptcy Court.

b. Objections Filed On or After the Effective Date

On or after the Effective Date, only the Liquidation Trust shall have the sole authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims, including pursuant to any ADR Procedures or similar procedures approved by the Bankruptcy Court.

c. Settlement or Compromise of Disputed Claims On or After the Effective Date

On or after the Effective Date, the Liquidation Trustee on behalf of the Liquidation Trust may settle or compromise any Disputed Claim or any objection or controversy relating to any Claim, without approval of the Bankruptcy Court.

3. Authority to Amend Schedules

The Debtors or, after the Effective Date, the Liquidation Trust shall have the authority to amend the Schedules with respect to any Claim and to make distributions based on such amended Schedules without approval of the Bankruptcy Court. If any amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the Debtor or the Liquidation Trust, as applicable, will provide the holder of such Claim with notice of such amendment and such parties will have 20 days to File an objection to such amendment with the Bankruptcy Court. If no such objection is Filed, the Liquidation Trust may proceed with distributions based on such amended Schedules without approval of the Bankruptcy Court.

4. Authority to Estimate Claims

The Debtors or, after the Effective Date, the Liquidation Trust shall have the authority to seek estimation of a Claim (other than the DIP Financing Claims) by the Bankruptcy Court.

5. Claim Objection Procedures

On and after the Effective Date, the Liquidation Trust may utilize the claims objection procedures established by the Claims Objection Procedures Order, as they may be further modified or supplemented by further order of the Bankruptcy Court.

C. Distributions on Account of Disputed Claims Once Allowed

Distributions on account of Disputed Claims that become Allowed Claims after the Effective Date will be made in accordance with Article V and subject to Section VI.A.4.

D. Fees Incurred For Resolution of Disputed Claims

From and after the Effective Date, the fees and expenses of the Liquidation Trust's professionals in connection with the resolution of Disputed Claims, other than Disputed General Unsecured Claims, will be paid from the applicable Liquidation Account; *provided that* the fees and expenses of the Liquidation Trust's professionals in connection with the resolution of any Disputed General Unsecured Claims may be paid from the General Unsecured Claims Reserve.

E. Disallowed Disputed Claims

If and to the extent a Disputed Claim is Disallowed, any Liquidation Trust Assets allocated to it shall be available for distribution to holders of Allowed Claims in the same Class or otherwise entitled to the same treatment.

**ARTICLE VII.
CONSOLIDATION OF THE DEBTORS**

A. Consolidation

1. Pursuant to the Confirmation Order or other order of the Bankruptcy Court, the Bankruptcy Court will approve the consolidation of the Debtors solely for the purpose of implementing the Plan, including for purposes of voting, Confirmation and distributions to be made under the Plan. Pursuant to such order: (a) all Assets and Liabilities of the Debtors shall be deemed merged; (b) all guarantees by one Debtor of the obligations of any other Debtor shall be deemed eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint or several liability of any of the Debtors shall be deemed to be one obligation of all of the Debtors; and (c) each and every Claim Filed or to be Filed in the Chapter 11 Case of any of the Debtors shall be deemed Filed against the Debtors and shall be deemed one Claim against and a single obligation of all of the Debtors.

2. Such consolidation (other than for the purpose of implementing the Plan) shall not affect: (a) the legal and corporate structures of the Debtors, subject to the right of the Debtors to effect the Restructuring Transactions as provided in Section IV.B; (b) Interests between and among the Debtors; and (c) distributions from any insurance policies or proceeds of such policies.

B. Order Granting Consolidation

This Plan serves as a motion seeking entry of an order consolidating the Debtors, as described and to the limited extent set forth in Section VII.A. Unless an objection to such consolidation is made in writing by any creditor or claimant affected by the Plan, Filed with the Bankruptcy Court and served on the parties listed in Section IX.E on or before ~~five days before either the Voting Deadline~~ 5:00 p.m. on March 2, 2010 or such other date as may be determined by the Bankruptcy Court, the consolidation order (which may be the Confirmation Order) may be entered by the Bankruptcy Court. In the event any such objections are timely Filed, a hearing with respect thereto will occur at or before the Confirmation Hearing. Notwithstanding this provision, nothing herein will affect the obligation of each and every Debtor to pay quarterly fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930.

**ARTICLE VIII.
RETENTION OF JURISDICTION**

A. Retained Jurisdiction of the Bankruptcy Court

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including jurisdiction to:

1. Allow, disallow, determine, liquidate, reduce, classify, reclassify, subordinate, estimate or establish the priority or secured or unsecured status (or proper Plan classification) of any Claim or Interest, including the resolution of any request for payment of any Administrative Priority Claim and the resolution of any objections to the amount, allowance, priority or classification of Claims or Interests;

2. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;

3. Resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is a party or with respect to which any Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including any Cure Amount Claims;
4. Hear and determine any disputes relating to Postpetition Agreements assigned to the Liquidation Trust pursuant to Section IV.E, including any disputes relating to the Purchase Agreement;
5. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
6. Decide or resolve any motions, applications, adversary proceedings, contested or litigated matters and any other matters pending before the Bankruptcy Court, including the Daimler Litigation and any other ~~Recovery Actions~~Causes of Action, and, either grant or deny any motions or applications involving any Debtor, the Liquidation Trust, the Liquidation Trustee or the Litigation Manager that may be pending on the Effective Date or brought thereafter;
7. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan (including the Liquidation Trust Agreement and the Litigation Manager Agreement), the Disclosure Statement, the Winddown Orders or the Confirmation Order, including an order to appoint a successor Liquidation Trustee consistent with Section IV.B.3.c.ii;
8. Resolve any cases, controversies, suits or disputes that may arise before the Bankruptcy Court in connection with the Daimler Litigation, other ~~Recovery Actions~~Causes of Action or the consummation, interpretation or enforcement of the Plan, any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan (including the Liquidation Trust Agreement, the Litigation Manager Agreement or the Confirmation Order), or any Entity's rights arising from or obligations incurred in connection with the Plan or such documents;
9. Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code; modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement, or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;
10. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any ~~entity~~Entity with consummation, implementation or enforcement of the Plan, the Winddown Orders, the Winddown Budget or the Confirmation Order;
11. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;
12. Determine any other matters that may arise in connection with, or relate to, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;
13. Consider and approve the compromise and settlement of any Claim, Equity Interest or ~~cause~~Cause of ~~action~~Action by, on behalf of or against the Debtors' Estates, to the extent that Bankruptcy Court approval is required or permitted;

14. Resolve any matter relating to the sale, liquidation, abandonment or other disposition of any Liquidation Trust Assets, including the First Lien Collateral and the DIP Collateral in accordance with the Winddown Orders;
15. Enter and implement such orders as are necessary or appropriate to effectuate any ADR Procedures or other procedures to assist in implementing the Plan;
16. Enforce or clarify any orders previously entered by the Bankruptcy Court in the Chapter 11 Cases, including the Winddown Orders;
17. Subject to Section I.A, enforce the provisions of the Winddown Orders and ensure compliance by the Liquidation Trust with the terms thereof;
18. Enter a final decree or decrees closing the Chapter 11 Cases;
19. Determine matters concerning state, local and federal Taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code, including any Disputed Claims for Taxes;
20. Recover all assets of the Debtors and their Estates, wherever located; and
21. Hear any other matter not inconsistent with the Bankruptcy Code.

B. Other Courts

If the Bankruptcy Court abstains from exercising, declines to exercise or is otherwise without jurisdiction over any matter arising out of the Chapter 11 Cases, including the matters set forth in this Article VIII, this Article VIII shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

**ARTICLE IX.
MISCELLANEOUS PROVISIONS**

A. Modification of the Plan

Subject to the restrictions on alteration, amendment and modification set forth in section 1127 of the Bankruptcy Code, the Debtors or the Liquidation Trust, as applicable, reserve the right to alter, amend or modify the Plan before the Effective Date; *provided, however*, that (1) any amendments that impact the Daimler Litigation or distributions to holders of Class 3A Claims shall be subject to the Creditors' Committee's prior written approval and (2) any amendments that impact the DIP Financing Claims shall be subject to the Government DIP Lenders' prior written approval.

B. Revocation of the Plan

The Debtors reserve the right to revoke or withdraw the Plan as to any or all of the Debtors prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan as to any or all of the Debtors, or if Confirmation as to any or all of the Debtors does not occur, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (1) constitute a waiver or release of any Claims by or against, or any Interests in, any Debtor; (2) prejudice in any manner the rights of any Debtor or any other party in interest; or (3) constitute an admission of any sort by any Debtor or any other party in interest.

C. Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the

Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

D. Successors and Assigns

The rights, benefits and obligations of any ~~entity~~[Entity](#) named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such ~~entity~~[Entity](#).

E. Service of Documents

Any pleading, notice or other document required by the Plan or the Confirmation Order to be served on or delivered to (1) the Debtors and [the Liquidation Trust or](#) the Liquidation Trustee; (2) the Creditors' Committee; (3) the U.S. Treasury; (4) EDC; (5) the First Lien Lenders or (6) the Litigation Manager must be sent by overnight delivery service, facsimile transmission, courier service or messenger or electronic mail to:

1. (a) The Debtors:

Old Carco LLC
Ronald E. Kolka
Chief Executive Officer
555 Chrysler Drive
Auburn Hills, Michigan 48326-2766
Telephone: (248) 512-3294
Facsimile: (248) 512-1767
Email: rek6@chrysler.com

(b) The Liquidation [Trust or the Liquidation](#) Trustee:

[RJMI, LLC](#)
Robert [J. Manzo](#), [Sole Manager](#)
[c/o](#) CAPSTONE ADVISORY GROUP, LLC
Park 80 West, Plaza 1, Plaza Level
Saddle Brook, New Jersey 07663
Telephone: (201) 587-7190
Facsimile: (201) 587-7102
Email: rmanzo@capstoneag.com

(c) Counsel to the Debtors and the Liquidation Trust:

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(d) Counsel to the ~~Debtors and the~~ Liquidation ~~Trust~~ Trustee:

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[Andrew A. Kress, Esq.](#)
[KAYE SCHOLER LLP](#)
[425 Park Avenue](#)
[New York, New York 10022](#)
[Telephone: 212-836-8000](#)
[Facsimile: \(212\) 836-8689](#)
[Email: msolow@kayescholer.com](#)
[akress@kayescholer.com](#)

2. The Creditors' Committee:

Thomas Moers Mayer, Esq.
Adam C. Rogoff, Esq.
Gregory G. Plotko, Esq.
KRAMER LEVIN NAFTALIS & FRANKEL LLP
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(212) 715-9100 (Telephone)
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Email: tmayer@kramerlevin.com
arogoff@kramerlevin.com
gplotko@kramerlevin.com

(Counsel to the Creditors' Committee)

3. The U.S. Treasury:

THE UNITED STATES DEPARTMENT OF THE TREASURY
1500 Pennsylvania Avenue, NW
Washington, District of Columbia 20220
Attention: Chief Counsel Office of Financial Stability
Facsimile: (202) 927-9225
Email: OFSChiefCounselNotices@do.treas.gov
mara.mcneill@do.treas.gov

and

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Washington, District of Columbia 20004
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Facsimile: (202) 862-2400
Email: douglas.mintz@cwt.com

(Of Counsel to the U.S. Treasury)

4. EDC:

Loans Services and Asset Management/Covenants Officer
EXPORT DEVELOPMENT CANADA
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Ottawa, Ontario, Canada K1A 1K3
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(Counsel to Export Development Canada)

5. First Lien Agent on behalf of the First Lien Lenders:

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and

Peter V. Pantaleo, Esq.
Nicholas Baker, Esq.
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(Counsel to the First Lien Agent)

6. Litigation Manager:

Alan R. Brayton, Esq.
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Novato, California 94948-6169
Telephone: (415) 898-1555
Facsimile: (415) 898-1247
Email: ABrayton@braytonlaw.com

or

Any successor to Mr. Brayton after the Effective Date.

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**ARTICLE X.
Defined Terms**

A. Defined Terms Used in the Plan

As used in this Plan, capitalized terms have the meanings set forth below.

1. "2009 Property Taxes" means any applicable secured property Taxes and similar Taxes described in section 362(b)(18) of the Bankruptcy Code for the tax year 2009 owed by one or more of the Debtors to state and local taxing authorities in the U.S.

2. "Abandonment Period" means, for any First Lien Trust Asset designated by the First Lien Agent as a First Lien Excluded Asset, the earlier of (a) 15 days after the date of such designation (or, if such date is not a Business Day, the first Business Day thereafter) or (b) the Liquidation Trust's abandonment or other disposition of the asset.

3. "Additional Debtor Professional Fees" means Fee Claims of the Fee Escrow Professionals that arise out of any extraordinary or unanticipated activities, including any material litigation or any adjudication of objections to general unsecured proofs of Claim beyond standard omnibus objections pursuant to Bankruptcy Rule 3007(d) or pursuant to paragraph 3 of the Claims Objection Procedures Order.

4. "Additional Proceeds Account" means the certain account established by the Debtors or the Liquidation Trust, as applicable, managed by the Liquidation Trust from and after the Effective Date and funded from: (a) the Daimler Proceeds; and (b) the General Unsecured Daimler Fund Balance, if any.

5. "Additional Winddown Cost Escrow" means the Trust Account established and funded pursuant to the DIP Lender Winddown Order in the original amount of \$54.7 million to pay the Administrative Claims described therein, including:

- a. The Fee Claims for the period from and after the Closing Date through and including August 31, 2009, excluding Fee Claims of the Debtors' Professionals for activities solely relating to the preservation or liquidation of the First Lien Collateral;
- b. The Fee Claims for the period from and after September 1, 2009 of:
 - i. Professionals of the Creditors' Committee, but excluding any Fee Claims in connection with the Daimler Litigation, up to a maximum of the amount in the Committee Post-August 2009 Fees and Expense Fund;
 - ii. Professionals of the Debtors' other than the Fee Escrow Professionals; and
 - iii. The Fee Escrow Professionals, to the extent that such fees and expenses constitute Additional Debtor Professional Fees;
- c. Expenses of the Government DIP Lenders' professionals;
- d. U.S. Trustee fees;
- e. Salaries, fees and benefit costs for the Debtors' officers and Old Carco's board of managers for the period from the Closing Date through the Effective Date;
- f. The costs of preserving and liquidating the DIP Collateral;

- g. Other Administrative Claims not separately identified herein as ~~subject to~~ payable from another Trust Account and not solely related to the preservation or liquidation of the First Lien Collateral; and
- h. Liquidation Trust Expenses incurred after the Effective Date.

6. "Administrative Claim" means a Claim against a Debtor or its Estate arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration in the Chapter 11 Cases that is entitled to priority or superpriority under sections 364(c)(1), 503(b), 503(c), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, commissions for services and payments for inventories, leased equipment and premises); (b) Claims under the DIP Credit Agreement; (c) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under sections 330(a) or 331 of the Bankruptcy Code, including Fee Claims; and (d) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930.

7. "Administrative Priority Claim" means an Administrative Claim, a Reclamation Claim or a Twenty Day Claim.

8. "ADR Procedures" means any alternative dispute resolution procedures approved or to be approved by the Bankruptcy Court on a motion of the Debtors or the Liquidation Trust, as applicable, and as such procedures may be modified by order of the Bankruptcy Court.

9. "Affiliate" means any Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under Common Control with, another Person. For the avoidance of doubt, the Debtors and their non-~~debtor~~ Debtor subsidiaries are not, and shall not be treated as, Affiliates of Daimler hereunder.

10. "Allowed ... Claim" means an Allowed Claim in the particular Class or category specified.

11. "Allowed Claim" when used:

- a. with respect to any Claim other than an Administrative Claim, means a Claim that is not a Disallowed Claim and:
 - i. (A) is listed on a Debtor's Schedules and not designated in the Schedules as either disputed, contingent or unliquidated and (B) is not otherwise a Disputed Claim;
 - ii. (A) for which a proof of Claim has been filed by the applicable Bar Date and as to which no objection to allowance has been interposed on or before the applicable Claims Objection Bar Date or such other applicable period of limitation determined by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such Claims and (B) is not otherwise a Disputed Claim; or
 - iii. that is allowed: (A) in any Stipulation of Amount and Nature of Claim executed by the Claim holder and either the applicable Debtor or the Liquidation Trust and, if prior to the Effective Date, approved by the Bankruptcy Court; (B) in any contract, instrument or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (C) pursuant to a Final Order; or (D) pursuant to the terms of the Plan;
- b. with respect to an Administrative Claim, means an Administrative Claim that is not a Disallowed Claim and:

- i. (A) for which a request for Administrative Priority Claim (or other appropriate filing) has been timely made and as to which no objection to allowance has been interposed on or before the Priority Claims Objection Bar Date or such other applicable period of limitation determined by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such Claims and (B) is not otherwise a Disputed Claim; or
 - ii. that is allowed: (A) in any Stipulation of Amount and Nature of Claim executed by the Claim holder and either the applicable Debtor or the Liquidation Trust and, if prior to the Effective Date, approved by the Bankruptcy Court; (B) in any contract, instrument or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (C) pursuant to a Final Order; or (D) pursuant to Section II.A.1.
- c. With respect to the DIP Financing Claims, the full principal amount, interest thereon and all other obligations in connection therewith owed to the Government DIP Lenders under (i) the DIP Credit Agreement, (ii) the DIP Financing Order and (iii) the DIP Lender Winddown Order shall be: (x) Allowed Administrative Claims and (y) Allowed Secured Claims and shall have priority over other Secured Claims, other Administrative Claims and other Claims to the extent provided under, and pursuant to, the DIP Credit Agreement, the DIP Financing Order and DIP Lender Winddown Order.
- d. Notwithstanding the foregoing, in no event shall any Claim be deemed an Allowed Claim for purposes of distribution under the Plan unless and until such Claim is one:
- i. to which no objection to allowance has been interposed on or before the applicable Claims Objection Bar Date or such other applicable period of limitation determined by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such Claims and either (A) such period for objection has passed or (B) the Liquidation Trustee has determined to accept the Claim as Filed or scheduled;
 - ii. that is subject to one or more objections to allowance that has been interposed on or before the applicable Claims Objection Bar Date or such other applicable period of limitation determined by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such Claims and all such objections have been denied by a Final Order or withdrawn by the objector with prejudice;
 - iii. subject to a Final Order or Stipulation of Amount and Nature of Claim that deems such Claim an Allowed Claim for purposes of distribution under the Plan; or
 - iv. that is Allowed pursuant to the Plan (including the DIP Financing Claims and the First Lien Secured Claims).

12. "Alpha Holding" means Debtor Alpha Holding LP.

13. "Assets" means all of a Debtor's property, rights and interest that are property of a Debtor's Estate pursuant to section 541 of the Bankruptcy Code.

14. "Available Net Daimler Proceeds" means (a) the sum of the Net Daimler Proceeds and any General Unsecured Daimler Fund Balance, reduced by (b) the sum of (i) the General Unsecured Claims Reserve and

(ii) any existing or projected deficiency in any of the Trust Accounts. The amount of Available Net Daimler Proceeds will be calculated by the Liquidation Trustee.

15. "Ballot" means the form or forms distributed to each holder of an impaired Claim entitled to vote on the Plan on which the holder indicates either acceptance or rejection of the Plan and (when applicable) any election for treatment of such Claim or other election under the Plan.

16. "Bankruptcy Code" means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to these Chapter 11 Cases.

17. "Bankruptcy Court" means the United States District Court having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made pursuant to 28 U.S.C. § 157, the bankruptcy unit of such District Court.

18. "Bankruptcy Rules" means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

19. "Bar Date" means the applicable bar date by which a proof of Claim must be, or must have been, Filed, as established by an order of the Bankruptcy Court, including a Bar Date Order and the Confirmation Order.

20. "Bar Date Order" means any order of the Bankruptcy Court establishing Bar Dates for Filing proofs of Claim (including with respect to Administrative Priority Claims) in the Chapter 11 Cases, including the General Bar Date Order, as the same may be amended, modified or supplemented.

21. "BondsBond Indenture" means, collectively, ~~the 12.375% debentures issued under the that certain~~ Indenture, dated as of March 1, 1985; between Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee, as amended and supplemented by the Supplemental Indenture dated as of May 30, 1986 among Chrysler Holding Corporation, Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee; the Supplemental Indenture dated as of December 31, 1989 between Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee; the Third Supplemental Indenture dated as of May 1, 1990 between Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee; the Fourth Supplemental Indenture dated as of February 15, 1999 among DaimlerChrysler Corporation, DaimlerChrysler AG (now known as Daimler AG), as guarantor, and State Street Bank and Trust Company, as successor trustee; and the Fifth Supplemental Indenture dated as of July 30, 2007 among DaimlerChrysler Company LLC (as successor in interest to Chrysler Corporation), as issuer; DaimlerChrysler AG (now known as Daimler AG), as guarantor; and U.S. Bank National Association, as successor trustee to Manufacturers Hanover Trust Company, as amended and supplemented by the First Supplemental Indenture, dated as of May 30, 1986; the Second Supplemental Indenture, dated as of December 31, 1989; the Third Supplemental Indenture, dated as of May 1, 1990; the Fourth Supplemental Indenture, dated as of February 15, 1999; and the Fifth Supplemental Indenture, dated as of July 30, and all documents related to the foregoing, including, without limitation, the Paying Agent Agreement among the Paying Agent, DaimlerChrysler Company LLC (as successor in interest to Chrysler Corporation) and U.S. Bank National Association dated as of June 27, 2007.

22. "Bondholder Claim" means a Claim of a Bondholder arising pursuant to a Bond or the Bond Indenture, which are asserted in the aggregate principal amount of \$20,059,000, plus accrued and unpaid interest, and are classified in Class 3A.

23. "Bondholder" means a holder of one or more Bonds.

24. "Bonds" means, collectively, the debentures issued under the Bond Indenture.

25. ~~22-~~ "Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

26. ~~23.~~ "Cahill" means Cahill Gordon & Reindel LLP.
27. ~~24.~~ "Canada" means, collectively, EDC, the country of Canada and the province of Ontario, and their respective agencies, departments or agents.
28. ~~25.~~ "Canadian DIP Consortium Members" means, collectively and individually, EDC, the Government of Canada and the Government of Ontario.
29. ~~26.~~ "Capstone" means Capstone Advisory Group LLC.
30. ~~27.~~ "Car Proceeds" means the net proceeds from the liquidation or other disposition of the Company Cars, after the Company Car Costs have been paid in accordance with the Plan and the First Lien Winddown Order.
31. ~~28.~~ "Case Management Order" means the Administrative Order, Pursuant to Bankruptcy Rule 1015(c), Establishing Case Management and Scheduling Procedures, entered by the Bankruptcy Court on May 12, 2009 (Docket No. 661), as it may be amended from time to time.
32. ~~29.~~ "Cash" means legal tender of the U.S. equivalents thereof.
33. ~~30.~~ "Cash Collateral Order" means the Final Order under 11 U.S.C. §§ 105, 361, 362, 363 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtors to Use Cash Collateral and (II) Granting Adequate Protection to Prepetition Secured Parties, entered by the Bankruptcy Court on June 1, 2009 (Docket No. 3127).
34. ~~31.~~ "Cash Investment Yield" means the yield (net of any investment expenses and Taxes payable thereon) earned by the applicable Disbursing Agent from the investment of Cash held pending distribution pursuant to the Plan, which investment will be in a manner consistent with Old Carco's investment and deposit guidelines.
35. ~~32.~~ "Catch Up Distribution" means, with respect to each holder of an Allowed Claim in Class 3A, the amount of Available Net Daimler Proceeds that the holder of such Allowed Claim would be entitled to receive as of the designated distribution date, minus the aggregate amount of Cash previously distributed on account of such Claim.
36. "Causes of Action" means, without limitation, any and all actions, causes of action, controversies, liabilities, obligations, rights, suits, damages, judgments, claims, and demands whatsoever of any of the Debtors or their Estates, including any Recovery Actions, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity or otherwise.
37. ~~33.~~ "Chapter 11 Cases" means, collectively, the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the Bankruptcy Court.
38. ~~34.~~ "Charitable Organization" means a nonpartisan charitable organization selected by the Liquidation Trustee, in ~~his or her~~its sole discretion after providing notice to EDC pursuant to Section II.A.1.c.iv, that is not affiliated in any way with the Liquidation Trustee or any Representatives of the Liquidation Trust.
39. ~~35.~~ "Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against a Debtor.
40. ~~36.~~ "Claims Objection Bar Date" means, collectively: (a) the Priority Claims Objection Bar Date; (b) the General Unsecured Claims Objection Bar Date; and (c) any other deadline established under the Plan for asserting objections to Claims (including Administrative Claims).
41. ~~37.~~ "Claims Objection Procedures Order" means the Order, Pursuant to Sections 105 and 502 of the Bankruptcy Code and Bankruptcy Rules 2002, 3007, 9006, 9014 and 9019, (I) Granting Relief from Certain

Limitations of Bankruptcy Rule 3007 and (II) Establishing Procedures for Objecting to and Settling Claims, entered by the Bankruptcy Court on November 19, 2009 (Docket No. 5980).

42. ~~38.~~ "Class" means a class of Claims or Interests, as described in Article II.

43. ~~39.~~ "Class 3A Voting Condition" means, collectively, (a) the voting requirements for Allowed Class 3A Claims to obtain the treatment under Section II.B.6.a rather than Section II.B.6.b, (b) the conditions in paragraph 10 of the DIP Lender Winddown Order and (c) the requirement that neither the Creditors' Committee nor the Liquidation Trust has objected to or challenged any Liens of the Government DIP Lenders or the U.S. Treasury as lender under the TARP Loan Agreement.

44. ~~40.~~ "Collateral Schedule" means the identical schedule attached as Exhibit A to each of the Winddown Orders, as modified from time to time consistent with the Winddown Orders.

45. ~~41.~~ "Collateral Trust Agreement" means the Second Amended and Restated Collateral Trust Agreement dated as of January 2, 2009 entered into by certain parties in connection with the First Lien Credit Agreement.

46. ~~42.~~ "Collateral Trustee" means Wilmington Trust Company in its capacity as collateral agent under the Collateral Trust Agreement, and any successor thereof under the Collateral Trust Agreement and, as the context may require, any co-agent appointed pursuant to the terms of the Collateral Trust Agreement.

47. ~~43.~~ "Committee Car Proceeds" means an amount of Cash comprised of 20% of the Net Remaining Car Proceeds that was transferred, or shall be transferred, to the Daimler Fund for the benefit of the Creditors' Committee, consistent with the DIP Lender Winddown Order, free and clear of all Liens and ~~claims~~ Claims, including the Government DIP Lenders' Liens and ~~claims~~ Claims.

48. ~~44.~~ "Committee Post-August 2009 Fees and Expense Fund" means the amount of \$1 million funded in the Additional Winddown Cost Escrow that is segregated from the other funds in the Additional Winddown Cost Escrow and used exclusively to fund the Fee Claims of the Creditors' Committee incurred from and after September 1, 2009, excluding any fees and expenses for the Daimler Litigation (including the Daimler Litigation Costs), until those expenses are satisfied.

49. ~~45.~~ "Company Car Costs" means the actual out-of-pocket costs (including the reasonable fees and expenses of professionals) incurred by the Debtors or the Liquidation Trust for the purpose of liquidating (or otherwise disposing of) or preserving the Company Cars, including the Car Amounts (as that term is used in the First Lien Winddown Order).

50. ~~46.~~ "Company Cars" means, collectively, the approximately 7,600 Chrysler-, Dodge- and Jeep-branded vehicles owned by the Debtors as of the Closing Date that previously were designated for use for various company purposes and the proceeds thereof, but excluding any lease revenue associated therewith.

51. ~~47.~~ "Confirmation" means the entry of the Confirmation Order on the docket of the Bankruptcy Court.

52. ~~48.~~ "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

53. ~~49.~~ "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of the Plan, as such hearing may be continued from time to time.

54. ~~50.~~ "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

55. ~~51.~~ "Contingency Fee Counsel" means, collectively, Stutzman, Bromberg, Esserman & Plifka, PC and Susman Godfrey LLP, who have served as Professionals to the Creditors' Committee with respect to the Daimler Litigation prior to the Effective Date and who will represent the Liquidation Trust in the Daimler Litigation from and after the Effective Date.

56. ~~52.~~ "Contingency Fee Counsel Agreement" means, collectively, the Order Granting the Application of the Official Committee of Unsecured Creditors to Retain Stutzman, Bromberg, Esserman & Plifka, PC and Susman Godfrey L.L.P., as Special Counsel to the Committee, *Nunc Pro Tunc* to August 13, 2009, entered by the Bankruptcy Court on November 19, 2009 (Docket No. 5977) and the engagement letters approved thereby.

57. ~~53.~~ "Contingency Fees" means the contingency fees, if any, owed as compensation to Contingency Fee Counsel, in accordance with the Contingency Fee Counsel Agreement and subject to treatment hereunder.

58. ~~54.~~ "Contract Procedures Order" means an order of the Bankruptcy Court, entered on or prior to the Confirmation Date (which may be part of the Confirmation Order), that establishes procedures in connection with the treatment of certain agreements under the Plan, including the assumption, assumption and assignment or rejection of Executory Contracts and Unexpired Leases, including the form and manner of notice to be given to counterparties to such agreements with the Debtors.

59. ~~55.~~ "Control," "Controlled by" and "under Common Control with" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

60. ~~56.~~ "Covered Costs" has the meaning given to such term in the First Lien Winddown Order; *provided that* after the Effective Date, the Covered Costs will be incurred by the Liquidation Trust as the successor in interest to the Debtors.

61. ~~57.~~ "Covered Period" has the meaning given to such term in the First Lien Winddown Order, as modified by Section II.B.2.b.

62. ~~58.~~ "Creditors' Committee" means the statutory official committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such appointment has been subsequently modified.

63. ~~59.~~ "Cure Amount Claim" means a Claim in an amount necessary to cure a Debtor's defaults under an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by such Debtor under section 365 of the Bankruptcy Code to the extent required by section 365 of the Bankruptcy Code.

64. ~~60.~~ "Daimler Fund" means the fund established pursuant to the Winddown Orders to fund the Daimler Litigation Costs. The Daimler Fund has been, or shall be, funded from the First Lien Daimler Contribution and the Committee Car Proceeds.

65. ~~61.~~ "Daimler" means Daimler AG and its predecessors (including DaimlerChrysler AG), successors and past and present Affiliates, but in no event including the Debtors or their non-Debtor subsidiaries.

66. "Daimler Bondholder Guaranty" means Daimler's guaranty of the obligations arising under the Bonds, as set forth in the Fourth Supplemental Indenture dated February 15, 1999 and other relevant portions of the Bond Indenture.

67. "Daimler Deficiency Claim" means the deficiency claim of DaimlerChrysler North America Finance Corporation (or any of its successors in interest) pursuant to section 506(a) of the Bankruptcy Code and arising out of or in connection with the Owners' Credit Agreement.

68. ~~62.~~ "Daimler Fund Balance" means the remainder of the Daimler Fund if, at the conclusion of the Daimler Litigation (or at the Effective Date if the Class 3A Voting Condition is not satisfied), the aggregate Daimler Litigation Costs have totaled less than the amount deposited in such fund. The Daimler Fund Balance is composed of the First Lien Daimler Fund Balance and the General Unsecured Daimler Fund Balance.

69. ~~63.~~ "Daimler Litigation" means the adversary proceeding initiated in the Bankruptcy Court and styled prior to the Effective Date as *The Official Committee of Unsecured Creditors of Old Carco LLC (f/k/a Chrysler LLC) v. Daimler AG (f/k/a DaimlerChrysler AG), et al.*, Adv. No. 09-00505-AJG (Bankr. S.D.N.Y), which was initiated on behalf of the Debtors' Estates, as it may be amended; *provided that* no director, manager or officer of the Debtors from and after the Petition Date shall be named as a defendant in the Daimler Litigation.

70. ~~64.~~ "Daimler Litigation Costs" means the actual out-of-pocket costs, disbursements and litigation expenses incurred by: (a) the Creditors' Committee from and after September 1, 2009 through and including the Effective Date; and (b) the Liquidation Trust after the Effective Date, for the sole purposes of prosecuting the Daimler Litigation, including (i) the reasonable fees and expenses of the Litigation Manager solely as set forth in Section IV.H.4 and (ii) the Liquidation Trust's expert witnesses, translators or other non-legal professionals related to the Daimler Litigation, but excluding any Contingency ~~Fee Counsel's attorneys fees~~ Fees.

71. ~~65.~~ "Daimler Litigation Cost Reimbursement" means the first \$3.6 million of the Remaining Car Proceeds, which was indefeasibly paid to the Government DIP Lenders pursuant to the DIP Lender Winddown Order.

72. ~~66.~~ "Daimler Proceeds" means any and all proceeds actually received by the Debtors or the Liquidation Trust on account of the Daimler Litigation but excluding the Cash in the Daimler Fund.

73. ~~67.~~ "Daimler Proceeds Receipt Date" means the date that the Daimler Proceeds are deposited in the Additional Proceeds Account and that the total amount of such proceeds is sufficient to provide Available Net Daimler Proceeds in excess of the Minimum Distribution Threshold.

74. ~~68.~~ "Dealer Rejection Order" means the Order, Pursuant to Sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006, (A) Authorizing the Rejection of Executory Contracts and Unexpired Leases with Certain Domestic Dealers and (B) Granting Certain Related Relief, entered by the Bankruptcy Court on July 9, 2009 (Docket No. 3802).

75. ~~69.~~ "Debtors" means, collectively, the debtors and debtors in possession in the Chapter 11 Cases as identified on Plan Exhibit X.A. ~~69~~ 75.

76. ~~70.~~ "Derivative Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) or ~~cause~~ Cause of ~~action~~ Action that is the property of any of the Debtors' Estates pursuant to section 541 of the Bankruptcy Code.

77. ~~71.~~ "DIP Collateral" means, collectively, the Liquidation Funds and the DIP Non-Liquidation Funds Collateral.

78. ~~72.~~ "DIP Credit Agreement" means the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement, dated as of May 5, 2009 among Old Carco, as borrower, and the lender parties thereto; (b) all amendments thereto and extensions thereof; and (c) all security agreements and instruments related to the documents identified in (a) and (b).

79. ~~73.~~ "DIP Financing Claim" means any Administrative Claim and/or Secured Claim against a Debtor under or evidenced by (a) the DIP Credit Agreement, (b) the DIP Financing Order and/or (c) the DIP Lender Winddown Order. For the avoidance of doubt, the DIP Financing Claims are Allowed Claims hereunder, subject to treatment under Section II.A.1.c.

80. ~~74.~~ "DIP Financing Order" means the Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004, (A) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (B) Granting Related Liens and Super-Priority Status, and (C) Granting Adequate Protection to Certain Pre-Petition Secured Parties, entered by the Bankruptcy Court on May 20, 2009 (Docket No. 1309).

81. ~~75.~~ "DIP Lender Car Proceeds" means 80% of the Net Remaining Car Proceeds paid or to be paid to the Government DIP Lenders in accordance with the Plan and the DIP Lender Winddown Order.

82. ~~76.~~ "DIP Lender Winddown Order" means the Agreed Order, Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 9014 and 9019 and Local Bankruptcy Rule 4001-2 Approving (A) Winddown Funding for the Debtors' Estates and (B) Related Matters entered by the Bankruptcy Court on November 19, 2009 (Docket No. 5982) establishing, among other things, the terms and conditions of the use of the Liquidation Funds. A copy of the DIP Lender Winddown Order is attached hereto as Plan Exhibit X.A.~~76~~82.

83. ~~77.~~ "DIP Non-Liquidation Funds Collateral" means the collateral, other than Liquidation Funds, that secures the Allowed Administrative Claims and the Allowed Secured Claims of the Government DIP Lenders. The DIP Non-Liquidation Funds Collateral includes the assets (or proceeds thereof), including the assets identified on the Collateral Schedule as DIP Collateral, that were (a) in the Debtors' estates as of September 1, 2009 and (b) for which the Government DIP Lenders have a first priority lien under the DIP Credit Agreement, subject only to any Tax Liens and other permitted Liens under the DIP Credit Agreement. The DIP Non-Liquidation Funds Collateral further include the proceeds of any Recovery Actions, including the Daimler Litigation.

84. ~~78.~~ "Disallowed," when used with respect to a Claim, means a Claim that has been disallowed by a Final Order or a Stipulation of the Amount and Nature of Claim.

85. ~~79.~~ "Disbursing Agent" means the Liquidation Trustee in ~~his or her~~her capacity as disbursing agent pursuant to Section V.B, or any Third Party Disbursing Agent acting at the direction of the Liquidation Trustee.

86. ~~80.~~ "Disclosure Statement" means the disclosure statement (including all exhibits and schedules thereto or referenced therein) that relates to the Plan and has been prepared and distributed by the Debtors, as plan proponents, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, as the same may be amended, modified or supplemented.

87. ~~81.~~ "Disputed Claim" means:

- a. a Claim that is listed on a Debtor's Schedules as either disputed, contingent or unliquidated;
- b. a Claim that is listed on a Debtor's Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted by the holder varies from the nature or amount of such Claim as it is listed on the Schedules;
- c. a Claim (other than an Administrative Claim) that is not listed on a Debtor's Schedules;
- d. a Claim as to which the applicable Debtor, the Liquidation Trust or, prior to the Confirmation Date, any other party in interest, has Filed an objection by the applicable Claims Objection Bar Date, and such objection has not been withdrawn or denied by a Final Order;
- e. a Claim for which a proof of Claim or request for payment of Administrative Priority Claim is required to be Filed under the Plan or any order of the Bankruptcy Court and

no such proof of Claim or request for payment of Administrative Priority Claim is timely filed;

- f. a Tort Claim;
- g. a Reclamation Claim; or
- h. a Claim that is submitted to the ADR Procedures, if any.

88. ~~82.~~ "Disputed Insured Claim" and "Disputed Uninsured Claim" mean, respectively, an Insured Claim or an Uninsured Claim that is also a Disputed Claim.

89. ~~83.~~ "Distribution Record Date" means the close of business on the Confirmation Date.

90. ~~84.~~ "Document Website" means the internet site address <http://www.chryslerrestructuring.com> at which the Plan and all Plan Exhibits and the Disclosure Statement will be available free of charge to any party in interest and the public.

91. ~~85.~~ "EDC" means Export Development Canada.

92. ~~86.~~ "Effective Date" means a day, as determined by the Debtors that is the Business Day as soon as reasonably practicable after all conditions to the Effective Date in Section III.B have been met or waived in accordance with Section III.C.

93. ~~87.~~ "Entity" means a person (as defined in section 101(41) of the Bankruptcy Code), an estate, a trust, a governmental unit or the U.S. Trustee.

94. ~~88.~~ "Equity Interests" means, when used with reference to a particular Debtor, the common stock, membership interests, partnership interests or other capital stock issued by such Debtor and outstanding immediately prior to the Petition Date, and any options, warrants or other rights with respect thereto.

95. ~~89.~~ "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1301-1461.

96. ~~90.~~ "Estate" means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

97. ~~91.~~ "Executory Contract or Unexpired Lease" means a contract or lease to which a Debtor is a party that is subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code and includes any modifications, amendments, addenda or supplements thereto or restatements thereof.

98. ~~92.~~ "Face Amount" means:

- a. when used with reference to a Disputed Insured Claim, either (i) the full stated amount claimed by the holder of such Claim in any proof of Claim Filed by the Bar Date, or otherwise deemed timely Filed under applicable law, if the proof of Claim specifies only a liquidated amount; (ii) if no proof of Claim is Filed by the Bar Date or otherwise deemed timely filed under applicable law, the full amount of the Claim listed on the Debtors' Schedules, *provided that* such amount is not listed as disputed, contingent or unliquidated; or (iii) the applicable deductible or self-insured retention under the relevant insurance policy, minus any reimbursement obligations of the applicable Debtor to the insurance carrier for sums expended by the insurance carrier on account of such Claim (including defense costs), if such amount is less than the amount specified in (i) or (ii) above or the proof of Claim specifies an unliquidated amount; and

- b. when used with reference to a Disputed Uninsured Claim, either (i) the full stated amount claimed by the holder of such Claim in any proof of Claim Filed by the Bar Date or otherwise deemed timely Filed under applicable law, if the proof of Claim specifies only a liquidated amount or (ii) the amount of the Claim (A) acknowledged by the applicable Debtor or the Liquidation Trust in any objection Filed to such Claim, (B) estimated by the Bankruptcy Court for such purpose pursuant to section 502(c) of the Bankruptcy Code or (C) proposed by the applicable Debtor prior to the Effective Date or established by the Liquidation Trustee on behalf of the Liquidation Trust following the Effective Date, if no proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law or if the proof of Claim specifies an unliquidated amount (in whole or in part).

99. ~~93.~~ "Federal Judgment Rate" means 0.52%, the federal post-judgment interest rate, as established by 28 U.S.C. § 1961(a), as of the Petition Date.

100. ~~94.~~ "Fee Claim" means a Claim under sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional or other ~~entity~~Entity for services rendered or expenses incurred in the Chapter 11 Cases, excluding any Contingency Fees earned after the Effective Date.

101. ~~95.~~ "Fee Escrow" means the segregated account no. 359681263786 with KeyBank that was funded with a total of \$40 million consistent with the DIP Lender Winddown Order to pay certain Professional fees and expenses incurred prior to the Closing Date.

102. ~~96.~~ "Fee Escrow Professionals" means, collectively, Capstone, Jones Day, Togut and Cahill.

103. ~~97.~~ "Fiat Transaction" means, collectively, the transactions contemplated by the Purchase Agreement.

104. ~~98.~~ "File," "Filed" or "Filing" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

105. ~~99.~~ "Final Distribution Date" means the date a final distribution is made under this Plan, which will be: (a) in the event any Daimler Proceeds are received by the Liquidation Trust and the Class 3A Voting Condition has been satisfied, the date that is 90 days after all Disputed Claims have been resolved or as soon as reasonably practicable thereafter; or (b) if no Daimler Proceeds are received or the Class 3A Voting Condition has not been satisfied, the date that is 90 days after the later of (i) entry of a Final Order or other pleading concluding the Daimler Litigation or (ii) all Disputed Claims other than Disputed General Unsecured Claims have been resolved, or as soon as reasonably practicable thereafter; *provided, however,* that the Final Distribution Date shall not be later than the termination date of the Liquidation Trust pursuant to the Liquidation Trust Agreement, as described in Section IV.B.3.g.

106. ~~100.~~ "Final OCP Statement" means the statement of an Ordinary Course Professional for all services rendered to the Debtors and expenses incurred in connection therewith before the Effective Date that have not previously been invoiced to the Debtors, to be submitted to the Debtors in accordance with the Ordinary Course Professionals Order and the Plan.

107. ~~101.~~ "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Cases, or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or petition for certiorari or move for a new trial, reargument or rehearing has expired, and as to which no appeal or petition for certiorari or other proceeding for a new trial, reargument or rehearing that has been timely taken is pending, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which

certiorari was sought or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order.

108. ~~402.~~ "First Lien Agent" means JPMorgan, in its capacity as administrative agent for the First Lien Lenders under the First Lien Credit Agreement.

109. ~~403.~~ "First Lien Car Proceeds" means 80% of the Car Proceeds paid or to be paid to the First Lien Agent consistent with the Winddown Orders.

110. ~~404.~~ "First Lien Collateral" means the Debtors' assets (including proceeds thereof) set forth on the Collateral Schedule that constitute the collateral of the First Lien Lenders that were (a) in the Debtors' estates as of September 1, 2009 and (b) for which the First Lien Lenders have a first priority lien under the First Lien Credit Agreement, subject only to any tax ~~liens~~Liens and other permitted ~~liens~~Liens under the First Lien Credit Agreement.

111. ~~405.~~ "First Lien Credit Agreement" means the Amended and Restated First Lien Credit Agreement, dated as of November 29, 2007 (as may be amended, restated, supplemented or otherwise revised from time to time, and together with all related agreements and documents), by and among Carco Intermediate Holdco II LLC, Chrysler LLC n/k/a Old Carco LLC, the lenders party thereto and the First Lien Agent. All Claims arising under the First Lien Credit Agreement in favor of the First Lien Lenders or the First Lien Agent are Allowed Claims for purposes of the Plan, subject to treatment under Section II.B.2 with respect to the First Lien Secured Claims and Section II.B.6 with respect to the First Lien Deficiency Claims.

112. ~~406.~~ "First Lien Daimler Contribution" means \$5 million of the First Lien Collateral used to fund the Daimler Fund in accordance with the First Lien Winddown Order.

113. ~~407.~~ "First Lien Daimler Fund Balance" means the amount equal to (a) the total Daimler Fund Balance (if any) multiplied by (b) the fraction where the First Lien Daimler Contribution is the numerator and the total amount deposited into the Daimler Fund is the denominator. The First Lien Daimler Fund Balance (if any) is to be repaid to the First Lien Agent promptly upon the conclusion of the Daimler Litigation and payment of all Daimler Litigation Costs (or promptly after the Effective Date after payment of all Daimler Litigation Costs, as set forth in Section IV.G.2.c, if the Class 3A Voting Condition is not satisfied).

114. ~~408.~~ "First Lien Deficiency Claim" means the First Lien Lenders' deficiency claim pursuant to section 506(a) of the Bankruptcy Code and arising out of or in connection with the First Lien Credit Agreement.

115. ~~409.~~ "First Lien Excluded Asset" means an asset (or type of asset) that constitutes part of the First Lien Collateral listed on the Collateral Schedule (other than the Company Cars) and that is designated by the First Lien Agent in writing to (a) the Debtors or the Liquidation Trust, as applicable, and (b) the Government DIP Lenders, as one that the First Lien Agent neither wishes to fund as a First Lien Trust Asset nor treat as a First Lien Foreclosed Asset (including an asset designated as an "Excluded Asset" under the First Lien Winddown Order); *provided that* any such asset in the Liquidation Trust that is First Lien Collateral shall continue to be treated as a First Lien Trust Asset until the expiration of the Abandonment Period. Any First Lien Trust Asset remaining in the Liquidation Trust as of the date that is 15 days prior to the Outside Termination Date shall be treated as if designated as a First Lien Excluded Asset as of that date and the Abandonment Period shall commence.

116. ~~410.~~ "First Lien Foreclosed Asset" means an asset (or type of asset) that constitutes part of the First Lien Collateral listed on the Collateral Schedule (other than the Company Cars) and that is designated by the First Lien Agent in writing to (a) the Debtors or the Liquidation Trust, as applicable, and (b) the Government DIP Lenders, as an asset that is to be transferred from the Debtors' Estates or, after the Effective Date, the Liquidation Trust, to the Collateral Trustee or its designee by consensual foreclosure, deed in lieu or similar mechanism, or by such other means as reasonably determined by the First Lien Agent (including an asset designated as a "Foreclosed Asset" under the First Lien Winddown Order).

117. ~~111.~~ "First Lien Lenders" means, collectively, the lenders party to the First Lien Credit Agreement or their successors or assigns.

118. ~~112.~~ "First Lien Reserve" means the amount remaining in the \$15 million "Reserve" established under the First Lien Winddown Order from the existing proceeds of First Lien Collateral, which is to be used to pay the Covered Costs with respect to First Lien Trust Assets or First Lien Excluded Assets, consistent with the Plan and the First Lien Winddown Order, and subject to the "Minimum Amount" established by the First Lien Winddown Order.

119. ~~113.~~ "First Lien Secured Claims" means, collectively, the Secured Claims of the First Lien Lenders arising under or in connection with the First Lien Credit Agreement.

120. ~~114.~~ "First Lien Trust Asset" means an asset (or type of asset) that constitutes part of the First Lien Collateral listed on the Collateral Schedule (other than the Company Cars) that is designated by the First Lien Agent in writing to (a) the Debtors or the Liquidation Trust, as applicable, and (b) the Government DIP Lenders, as one that is to be administered and liquidated by the Debtors' Estates or, after the Effective Date, by the Liquidation Trust in accordance with the requirements, conditions and restrictions of the Plan and bankruptcy law and other applicable law (including an asset designated as an "Estate Asset" under the First Lien Winddown Order).

121. ~~115.~~ "First Lien Winddown Order" means the Agreed Order, Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001 and Local Bankruptcy Rule 4001-2, (A) Authorizing Debtors to Use Cash Collateral of the Prepetition Secured Lenders in Support of the Administration and Disposition of Their Collateral and (B) Granting Related Relief, entered by the Bankruptcy Court on November 19, 2009 (Docket No. 5981), pursuant to which the First Lien Lenders agreed to the use of their cash collateral to fund the preservation and liquidation of the First Lien Collateral, subject to certain terms and conditions. A copy of the First Lien Winddown Order is attached hereto as Plan Exhibit X.A.~~115~~121.

122. ~~116.~~ "General Bar Date Order" means the Order Pursuant to Section 105, 501 and 503 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3003(c)(3), Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof, entered by the Bankruptcy Court on August 6, 2009 (Docket No. 5018).

123. ~~117.~~ "General Unsecured Claim" means any Claim that is not an Administrative Priority Claim, Priority Tax Claim, Priority Claim, Secured Claim, Cure Amount Claim or an Intercompany Claim. Without limiting the foregoing, General Unsecured Claims include (a) the First Lien Deficiency Claim, (b) the TARP Deficiency Claim and (c) ~~any Claim asserted as a deficiency claim pursuant to section 506(a) of the Bankruptcy Code and arising out of or in connection the Owners' Credit Agreement~~the Daimler Deficiency Claim.

124. ~~118.~~ "General Unsecured Claims Objection Bar Date" means, for all General Unsecured Claims except Allowed General Unsecured Claims, the latest of: (a) 180 days after the Daimler Proceeds Receipt Date, subject to extension by order of the Bankruptcy Court on motion of the Liquidation Trust; (b) 90 days after the Filing of a proof of Claim for such Claim; and (c) such other period of limitation as may be specifically determined by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to a General Unsecured Claim.

125. ~~119.~~ "General Unsecured Claims Reserve" means the reserve in the amount of not less than \$10 million (or such higher amount as may be established by the Liquidation Trustee) established from the Net Daimler Proceeds to fund: (a) the activities necessary to reconcile, litigate or otherwise resolve Disputed General Unsecured Claims; and (b) any costs to make distributions on account of Allowed General Unsecured Claims. No General Unsecured Claims Reserve shall be established if the Class 3A Voting Condition is not satisfied.

126. ~~120.~~ "General Unsecured Daimler Fund Balance" means the Daimler Fund Balance less the First Lien Daimler Fund Balance.

127. ~~121.~~ "Government DIP Lenders" means, collectively, the U.S. Treasury and EDC, as lenders under the DIP Credit Agreement.

128. "Indenture Trustee" means U.S. Bank National Association, in its capacity as Indenture Trustee under the Bond Indenture, and any successor thereto.

129. ~~122.~~ "Insured Claim" means any Claim arising from an incident or occurrence alleged to have occurred prior to the Effective Date that is covered under an insurance policy applicable to the Debtors or their businesses.

130. ~~123.~~ "Intercompany Claim" means any Claim by any Debtor against another Debtor.

131. ~~124.~~ "Interest" means the rights and interests of the holders of the Equity Interests of any Debtor, any other instruments evidencing an ownership interest in a Debtor or the rights of any ~~entity~~ Entity to purchase or demand the issuance of any of the foregoing, including: (a) redemption, conversion, exchange, voting, participation and dividend rights (including any rights in respect of accrued and unpaid dividends); (b) liquidation preferences; and (c) membership interest options and warrants.

132. ~~125.~~ "Interim Compensation Order" means the Order, Pursuant to Sections 105(a) and 331 of the Bankruptcy Code, Bankruptcy Rule 2016(a) and Local Bankruptcy Rule 2016-1, Establishing Procedures for Interim Monthly Compensation for Professionals, entered by the Bankruptcy Court on May 20, 2009 (Docket No. 1334).

133. ~~126.~~ "IRC" means the Internal Revenue Code of 1986, at Title 26 of the United States Code, as amended.

134. ~~127.~~ "JPMorgan" means JPMorgan Chase Bank, National Association.

135. ~~128.~~ "KeyBank" means KeyBank National Association.

136. ~~129.~~ "Lead Contingency Fee Counsel" means Susman Godfrey LLP.

137. ~~130.~~ "Liabilities" means any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Recovery Actions, Derivative Claims, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction, agreement, employment, exposure or other occurrence taking place on or prior to the Effective Date.

138. ~~131.~~ "Liens" means any mortgage, pledge, deed of trust, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any "lien" as defined in section 101(37) of the Bankruptcy Code, or a conditional sale contract, title retention contract or other contract to give any of the foregoing.

139. ~~132.~~ "Liquidation Accounts" means, collectively: (a) the Trust Accounts; (b) the Additional Proceeds Account; (c) the First Lien Reserve; (d) the Daimler Fund; and (e) any sub-accounts relating to the foregoing that may be established pursuant to Section IV.F.1.c.

140. ~~133.~~ "Liquidation Funds" means a total of approximately \$302 million, comprised of (a) the Winddown Funds and (b) the Prefunded Amount. The Liquidation Funds are subject to the Government DIP Lenders' Liens under the DIP Credit Agreement and the DIP Financing Order and are otherwise unencumbered.

141. ~~134.~~ "Liquidation Trust" means the trust established pursuant to Section IV.B, among other things, to hold the Liquidation Trust Assets and make distributions pursuant to Article V.

142. ~~135.~~ "Liquidation Trust Agreement" means the trust agreement, to be dated on or prior to the Effective Date, between the Debtors (to the extent still in existence following any Restructuring Transaction) and the Liquidation Trustee, governing the Liquidation Trust, which will be substantially in the form of Plan Exhibit X.A. ~~135~~142, and in form and substance reasonably satisfactory to the First Lien Agent, the Government DIP Lenders and the Creditors' Committee.

143. ~~136.~~ "Liquidation Trust Assets" means, collectively, (a) the Liquidation Accounts and (b) the Trust Properties. A ~~non-exclusive~~ schedule of the Liquidation Trust Assets is attached to the Liquidation Trust Agreement and is set forth on Plan Exhibit X.A. ~~136~~143.

144. ~~137.~~ "Liquidation Trust Expenses" means any and all reasonable fees, costs and expenses incurred by the Liquidation Trust or the Liquidation Trustee (or any Disbursing Agent, Person, Entity or ~~Professional~~professional engaged by the Liquidation Trust or the Liquidation Trustee) in connection with any of their duties under the Plan and the Liquidation Trust Agreement, including any administrative fees, attorneys' fees and expenses, insurance fees, Taxes and escrow expenses; provided that the Liquidation Trust Expenses shall not include any Daimler Litigation Costs, any Contingency Fees or any fees and out-of-pocket expenses of the Litigation Manager.

145. ~~138.~~ "Liquidation Trustee" means (a) as of the Effective Date, RJMI, LLC, an limited liability company for which Robert J. Manzo (is the sole manager; or (b) any successor trustee), in his capacity as the trustee of the Liquidation Trust; after the Effective Date appointed in accordance with Section IV.B.3.c.ii.

146. ~~139.~~ "Litigation Manager" means Alan R. Brayton as of the Effective Date, or any successor Litigation Manager after the Effective Date, appointed in accordance with the procedures set forth in Section IV.G for the sole purpose of performing the duties set forth therein if the Class 3A Voting Condition is satisfied.

147. "Litigation Manager Agreement" means the agreement, to be dated as of the Effective Date, between the Liquidation Trust and the Litigation Manager, governing the activities of the Litigation Manager, which will be substantially in the form of Plan Exhibit X.A.147, and in form and substance reasonably satisfactory to the Creditors' Committee.

148. ~~140.~~ "Litigation Manager Hourly Rate" means \$750.00 per hour.

149. "Litigation Manager Maximum Aggregate Fee" means an amount equal to 150% of the Litigation Manager Maximum Monthly Fee times the number of months from the Effective Date until the conclusion of the Daimler Litigation.

150. ~~141.~~ "Litigation Manager Maximum Monthly Fee" means \$5,000.00 per month.

151. ~~142.~~ "Minimum Distribution Threshold" means \$25 million, or such other amount as may be ordered by the Bankruptcy Court from time to time at the request of the Liquidation Trustee (it being understood that any such request will be made at the sole discretion of the Liquidation Trustee and the Liquidation Trustee shall have no obligation to make such request).

152. ~~143.~~ "MTA" means the Master Transaction Agreement between and among Fiat S.p.A., New Chrysler and Old Carco, dated as of April 30, 2009, as be amended, restated, modified or supplemented from time to time.

153. ~~144.~~ "Net Daimler Proceeds" means the Daimler Proceeds, less any (a) Contingency Fees and (b) Daimler Litigation Costs, if any, in excess of the amounts in the Daimler Fund.

154. ~~145.~~ "Net Remaining Car Proceeds" means the Remaining Car Proceeds less the Daimler Litigation Cost Reimbursement.

- ~~146.~~ 155. "New Chrysler" means Chrysler Group LLC f/k/a New CarCo Acquisition LLC.
- ~~147.~~ 156. "Notice Parties" means: (a) prior to the Effective Date, the Debtors, the Creditors' Committee, the First Lien Agent and the Government DIP Lenders; and (b) on or after the Effective Date, the Liquidation Trustee, the First Lien Agent, the Government DIP Lenders and the Litigation Manager.
- ~~148.~~ 157. "Old Carco" has the meaning given to such term in the Introduction hereof.
- ~~149.~~ 158. "Ordinary Course Professional" means a professional who is retained, employed and paid by the Debtors in the ordinary course of the Debtors' business, without the submission of separate retention applications and the issuance of separate retention orders for each such professional, as permitted by the Ordinary Course Professionals Order.
- ~~150.~~ 159. "Ordinary Course Professionals Order" means the Order, Pursuant to Sections 105(a), 327 and 330 of the Bankruptcy Code and Bankruptcy Rule 2014(a), Authorizing Debtors and Debtors in Possession to Retain, Employ and Pay Certain Professionals in the Ordinary Course of their Businesses, entered by the Bankruptcy Court on May 20, 2009 (Docket No. 1306).
- ~~151.~~ 160. "Original Debtors" means, collectively, all of the Debtors other than Debtor Alpha Holding.
- ~~152.~~ 161. "Other Secured Claim" means any Secured Claim other than the Allowed Claims of the Government DIP Lenders, the First Lien Secured Claims, the Owners' Secured Claims and the TARP Financing Secured Claims.
- ~~153.~~ 162. "Outside Termination Date" has the meaning given to such term in the First Lien Winddown Order, as modified by Section II.B.2.b.
- ~~154.~~ 163. "Owners' Credit Agreement" means the Second Lien Credit Agreement dated as of August 3, 2007, by and among CarCo Intermediate Holdco II LLC, as guarantor; Chrysler LLC (n/k/a Old Carco LLC), as borrower; DaimlerChrysler North America Finance Corporation and Madeleine L.L.C, as lenders; and JPMorgan as administrative agent, as amended, restated, supplemented or otherwise modified from time to time.
- ~~155.~~ 164. "Owners' Secured Claims" mean the Secured Claims of the lenders under the Owners' Credit Agreement. Pursuant to the Order Authorizing Debtor Chrysler LLC to Enter into a Settlement on the Terms set forth in the Binding Term Sheet among Daimler, the DC Contributors, Cerberus, Chrysler Holding, Chrysler and PBGC pursuant to Rule 9019 [of the] Federal Rules of Bankruptcy Procedure, entered by the Bankruptcy Court on June 5, 2009 (Docket No. 3604), Cerberus Capital Management, L.P. has forgiven its (or its Affiliates') \$500 million in debt under the Owners' Credit Agreement in its entirety; therefore, the Owners' Secured Claims now consist solely of such Claims held by Daimler.
165. "Paying Agent" means The Bank of New York Trust Company, N.A., in its capacity as paying agent under the Bond Indenture, and any successor thereto.
- ~~156.~~ 166. "Periodic Distribution Date" means the 20th day of the month following the end of each calendar quarter after the Effective Date (or as soon as reasonably practicable thereafter); *provided, however*, that if the Effective Date is within 45 days of the end of a calendar quarter, the first Periodic Distribution Date will be the 20th day of the month following the end of the first calendar quarter after the calendar quarter in which the Daimler Proceeds Receipt Date falls.
- ~~157.~~ 167. "Person" means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other ~~entity~~ Entity.
- ~~158.~~ 168. "Petition Date" means (a) with respect to the Original Debtors, April 30, 2009, the date on which the Original Debtors Filed their petitions for relief commencing their Chapter 11 Cases; and (b) with respect

to Debtor Alpha Holding, May 19, 2009, the date that Alpha Holding filed its petition for relief commencing its Chapter 11 Case.

169. ~~159.~~ "Plan" means this amended joint plan of liquidation for the Debtors, and all exhibits attached hereto or referenced herein, as the same may be amended, modified or supplemented from time to time.

170. ~~160.~~ "Plan Exhibits" means, collectively, the documents listed on the "Table of Exhibits" included herein, which documents will be Filed no later than five Business Days before the Confirmation Hearing, to the extent not Filed earlier. All Plan Exhibits will be made available on the Document Website once they are Filed. The Debtors reserve the right, in accordance with the terms hereof, to modify, amend, supplement, restate or withdraw any of the Plan Exhibits after they are Filed and will promptly make such changes available on the Document Website.

171. ~~161.~~ "Postpetition Agreement" means any contract, lease or other agreement that was entered into by the Debtors on or after the Petition Date, including the Purchase Agreement and the Tax Settlement Agreement.

172. ~~162.~~ "Postpetition Interest" means: (a) the Federal Judgment Rate; (b) the rate of interest set forth in the contract or other applicable document between the holder of a Claim and the applicable Debtor giving rise to such holder's Claim; or (c) such interest, if any, as otherwise agreed to by the holder of a Claim and the applicable Debtor.

173. ~~163.~~ "Prefunded Amount" means \$42 million from the postpetition financing on a secured superpriority basis granted to the Debtors pursuant to the DIP Financing Order that was deposited in the accounts as set forth in the DIP Lender Winddown Order.

174. ~~164.~~ "Priority Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code and that is not an Administrative Priority Claim or a Priority Tax Claim.

175. ~~165.~~ "Priority Claim Trust Account" means the Tax Trust Account established in the original amount of \$21 million, pursuant to the DIP Lender Winddown Order, for the purpose of paying Allowed Priority Tax Claims.

176. ~~166.~~ "Priority Claims Objection Bar Date" means for all Claims (including Administrative Priority Claims and Priority Tax Claims) other than General Unsecured Claims, the latest of: (a) 150 days after the Effective Date, subject to extension by order of the Bankruptcy Court on motion of the Liquidation Trust; (b) 90 days after the Filing of a proof of Claim (or other request for Administrative Claim) for such Claim; and (c) such other period of limitation as may be specifically determined by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such a Claim.

177. ~~167.~~ "Priority Tax Claim" means a Claim, other than a Secured Claim, that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

178. ~~168.~~ "Pro Rata" means, when used with reference to a distribution of property to holders of Allowed Claims in a particular Class or other specified group of Claims pursuant to Article II (other than DIP Financing Claims), a proportionate distribution so that with respect to a particular Allowed Claim in such Class or in such group, the ratio of (a)(i) the amount of property to be distributed on account of such Claim to (ii) the amount of such Claim, is the same as the ratio of (b)(i) the amount of property to be distributed on account of all Allowed Claims in such Class or group of Claims to (ii) the amount of all Allowed Claims, in such Class or group of Claims. With respect to General Unsecured Claims, until all Disputed Claims in Class 3A are resolved, Disputed Claims shall be treated as Allowed Claims in their Face Amounts for purposes of calculating Pro Rata distributions to holders of Allowed Claims in such Class. When used with respect to or in connection with the Government DIP Lenders, Pro Rata means a proportionate distribution or payment to the Government DIP Lenders that has been or will be established as agreed between the Government DIP Lenders in an amendment to the DIP Credit Agreement.

179. ~~169.~~ "Professional" means any professional (including any Ordinary Course Professional) employed in the Chapter 11 Cases pursuant to sections 327, 328, 332, 363 or 1103 of the Bankruptcy Code or any professional or other ~~entity~~Entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

180. ~~170.~~ "Property Tax Trust Account" means the Tax Trust Account established in the original amount of \$14 million pursuant to the DIP Lender Winddown Order to pay ~~and satisfy~~ (a) the Debtors' allocated portion of the 2009 Property Taxes consistent with paragraph 20 of the Sale Order and (b) other secured property Taxes on the DIP Collateral (but not for use to pay any secured property Taxes relating to the First Lien Collateral).

181. ~~171.~~ "Purchase Agreement" means, collectively, the MTA and all schedules thereto and other ancillary and supporting documents (including, without limitation, the Transition Services Agreement and the Tax Indemnity Letter), as such agreements, schedules and other documents may be amended, restated, modified or supplemented from time to time.

182. ~~172.~~ "Reclamation Claim" means any Claim for reclamation pursuant to section 546(c)(1) of the Bankruptcy Code and/or section 2-702 of the Uniform Commercial Code (as adopted in the applicable state).

183. ~~173.~~ "Recovery Actions" means, collectively and individually, preference actions, fraudulent conveyance actions and other claims or ~~causes~~Causes of ~~action~~Action available to the Debtors under chapter 5 of the Bankruptcy Code and other similar state law claims and ~~causes~~Causes of ~~action~~Action, including the Daimler Litigation.

184. ~~174.~~ "Reinstated" or "Reinstatement" means rendering a Claim or Interest unimpaired within the meaning of section 1124 of the Bankruptcy Code. Unless the Plan specifies a particular method of Reinstatement, when the Plan provides that a Claim or Interest will be Reinstated, such Claim or Interest will be Reinstated, at the Debtors' or the Liquidation Trustee's sole discretion, such that the legal, equitable and contractual rights to which such Claim or Interest entitles the holder will be unaltered.

185. ~~175.~~ "Released Parties" means, collectively and individually, the Debtors, the Debtors' direct and indirect wholly owned subsidiaries as of the Confirmation Date, the Liquidation Trust, the Liquidation Trustee, the Litigation Manager, the Creditors' Committee and its current and former members (each solely in its capacity as such), the U.S., the Canadian DIP Consortium Members, the First Lien Agent, the First Lien Lenders, the Collateral Trustee, and the Representatives of each of the foregoing.

186. ~~176.~~ "Releases" means the releases set forth in Section III.E.5.

187. ~~177.~~ "Remaining Car Proceeds" means 20% of any Car Proceeds.

188. ~~178.~~ "Representatives" means, with respect to any ~~entity~~Entity: a successor, predecessor, current and former officer, current and former director, manager, partner, employee, agent, attorney, advisor, investment banker, financial advisor, accountant or other Professional of such ~~entity~~Entity, and a committee of which such ~~entity~~Entity is a member, in each case in such capacity. For the avoidance of doubt, (a) New Chrysler and its Affiliates from and after the Closing Date are not successors or otherwise treated as Representatives hereunder and (b) Daimler shall not be treated a Representative hereunder.

189. ~~179.~~ "Restructuring Transactions" means, collectively, the transactions implemented pursuant to Section IV.B in the sole discretion of the Debtors or the Liquidation Trustee that occur to effectuate the Plan, including those set forth on Plan Exhibit X.A.189.

190. ~~180.~~ "Sale Order" means the Order (I) Authorizing the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith and Related Procedures and (III) Granting Related Relief, entered by the Bankruptcy Court on May 31, 2009 (Docket No. 3232).

191. ~~181.~~ "Sales and Use Escrow" means the segregated account no. 041001039 with KeyBank (formerly account no. 144025784 with JPMorgan), in the original amount of \$63 million, established from the Winddown Funds in accordance with paragraph 21 of the Sale Order, to be used to satisfy pay certain sales and use taxes, Michigan business taxes and other taxes owed to state and local taxing authorities in the United States in respect of any of the Debtors and not covered by paragraph 20 of the Sale Order.

192. ~~182.~~ "Schedules" means the schedules of assets and liabilities and the statement of financial affairs Filed by a Debtor on August 12, 2009, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

193. ~~183.~~ "Secondary Liability Claim" means a Claim that arises from a Debtor being liable as a guarantor of, or otherwise being jointly, severally or secondarily liable for, any contractual, tort, guaranty or other obligation of another Debtor, including any Claim based on: (a) vicarious liability; (b) liabilities arising out of piercing the corporate veil, alter ego liability or similar legal theories; (c) guaranties of collection, payments or performance; (d) indemnity bonds, obligations to indemnify or obligations to hold harmless; (e) performance bonds; (f) contingent liabilities arising out of contractual obligations or out of undertakings (including any assignment or transfer) with respect to leases, operating agreements or other similar obligations made or given by a Debtor or relating to the obligations or performance of another Debtor; (g) several liability of a member of a consolidated (or equivalent) group of corporations for Taxes of other members of the group or of the entire group; or (h) any other joint or several liability, including Claims for indemnification or contribution, that any Debtor may have against any other Debtor in respect of any obligation that is the basis of a Claim.

194. ~~184.~~ "Secured Claim" means a Claim that is secured by a Lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to sections 506(a) and, if applicable, 1129(b) of the Bankruptcy Code.

195. ~~185.~~ "Secured Parties" has the meaning given to such term in the Cash Collateral Order.

196. ~~186.~~ "Secured Tax Claim" means a Secured Claim arising out of a Debtor's liability for any Tax.

197. ~~187.~~ "Segregated Tax Account" means the segregated account no. 359681267753 with KeyBank established in the original amount of \$50 million, consistent with the terms of the DIP Lender Winddown Order to satisfy pay certain taxes triggered by the Fiat Transaction, including Canadian and U.S. corporate income tax, Canadian withholding tax and taxes giving rise to personal liability for the Debtors' current or former employees, officers and directors, for which Old Carco's liability was limited to \$50 million pursuant to the Tax Indemnity Letter; *provided that* the funds in the Segregated Tax Account will be used solely for their specified purposes described herein and in the Tax Indemnity Letter, and the Segregated Tax Account will remain open and in the Liquidation Trust until the earlier of (a) the expiration of the applicable statute of limitations periods for the taxes subject to the Segregated Tax Account or (b) the date on which the balance of the Segregated Tax Account is reduced to zero as a result of payments permitted to be made in accordance with the specified purposes described herein and in the Tax Indemnity Letter.

198. ["Settlement Agreement III" means the Settlement Agreement III among CG Investment Group, LLC; CG Investor, LLC; Chrysler Holding LLC; Carco Intermediate Holding I LLC; Old Carco; Daimler AG; Daimler North America Finance Corporation; Daimler Investments US Corporation; and the Pension Benefit Guaranty Corporation, which was approved by the Bankruptcy Court pursuant to the Order Authorizing Debtor Chrysler LLC \[n/k/a Old Carco LLC\] to Enter into a Settlement on the Terms Set Forth in the Binding Term Sheet among Daimler, the DC Contributors, Cerberus, Chrysler Holding, Chrysler and PBGC Pursuant to Rule 9019 \[of the\] Federal Rules of Bankruptcy Procedure, entered by the Bankruptcy Court on June 5, 2009 \(Docket No. 3604\).](#)

199. ~~188.~~ "Stipulation of Amount and Nature of Claim" means a stipulation or other agreement between a holder of a Claim and either a Debtor or the Liquidation Trust, as applicable, and that, prior to the Effective Date, is approved by the Bankruptcy Court, or an agreed order of the Bankruptcy Court, establishing the amount and nature of a Claim. Any such stipulation or other agreement between the Liquidation Trustee on behalf

of the Liquidation Trust and a holder of a Claim executed after the Effective Date is not subject to approval of the Bankruptcy Court.

200. ~~189.~~ "Subsidiary Debtor Equity Interest" means, as to a Debtor other than Old Carco, any Interests in such Debtor.

201. ~~190.~~ "TARP Financing" means, collectively, the TARP Loan Agreement and the TARP Promissory Note, including the guaranties thereof.

202. ~~191.~~ "TARP Financing Deficiency Claim" means any Claim asserted as a deficiency claim pursuant to section 506(a) of the Bankruptcy Code and arising out of or in connection with the TARP Financing.

203. ~~192.~~ "TARP Financing Secured Claims" means, collectively, the Secured Claims of the U.S. Treasury arising under or in connection with the TARP Financing.

204. ~~193.~~ "TARP Loan" means the loans made under the TARP Loan Agreement.

205. ~~194.~~ "TARP Loan Agreement" means that certain Loan and Security Agreement dated as of December 31, 2008, as it may be amended, supplemented or modified from time to time, between Chrysler Holding LLC, as borrower, and the U.S. Treasury, as lender, and that was guaranteed by CarCo Intermediate HoldCo I LLC, CarCo Intermediate HoldCo II LLC, Old Carco and certain of Old Carco's domestic subsidiaries.

206. ~~195.~~ "TARP Promissory Note" means the promissory note in the amount of \$267 million dated December 31, 2008 provided by Chrysler Holding LLC to the U.S. Treasury in connection with the TARP Loan, which was guaranteed by CarCo Intermediate HoldCo I LLC, CarCo Intermediate HoldCo II LLC, Old Carco and certain of Old Carco's domestic subsidiaries.

207. ~~196.~~ "Tax" means: (a) any net income, alternative or add-on minimum, gross income, gross receipts, gross margin, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, escheat or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other ~~entity~~Entity.

208. ~~197.~~ "Tax Indemnity Letter" means that certain Tax Indemnity Letter, dated June 10, 2009, entered into by and among New Chrysler, Alpha Holding and Old Carco in connection with Section 7.01 of the MTA.

209. "Tax Settlement Agreement" means the Tax Settlement Agreement, dated as of June 3, 2009, among (a) Cerberus subsidiaries CG Investment Group, LLC and Chrysler Holding LLC; (b) Old Carco; (c) Chrysler Canada Inc.; (d) Chrysler Canada Holding ULC; (e) 3217923 Nova Scotia Company ULC; (f) Alpha Holding LP; (g) Chrysler Mexico Holding, S. de R.L. de C.V.; (h) Chrysler de Mexico S.A. de C.V.; (i) Chrysler De Venezuela LLC; (j) Daimler AG; (k) Daimler North America Finance Corporation; and (l) Daimler Investments US Corporation, which was approved by the Bankruptcy Court pursuant to the Opinion and Order Approving Tax Settlement Agreement Among the DC Contributors, the CG Investment Group, LLC, Daimler, Chrysler Holding, Chrysler and CCI Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, dated May 31, 2009 (Docket No. 3075).

210. ~~198.~~ "Tax Trust Accounts" means, collectively, the Priority Claim Trust Account, the Segregated Tax Account, the Sales and Use Escrow and the Property Tax Trust Account. Notwithstanding anything herein or in the Sale Order or the DIP Lender Winddown Order, in the discretion of the Debtors or the Liquidation Trustee and with the agreement of the U.S. Treasury, excess amounts in any Tax Trust Account may be used to fund

deficiencies in another Tax Trust Account as and when determined to be necessary or appropriate in the discretion of the Liquidation Trustee.

211. ~~199.~~ "Third Party Disbursing Agent" means an ~~entity~~Entity designated by the Liquidation Trustee to act as a Disbursing Agent pursuant to Section V.B.

212. ~~200.~~ "Togut" means Togut, Segal & Segal, LLP.

213. ~~201.~~ "Tort Claim" means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to health, safety, hazardous substances or the environment.

214. ~~202.~~ "Transition Services Agreement" means the Transition Services Agreement by and between Chrysler LLC (n/k/a Old Carco LLC) and New CarCo Acquisition LLC (n/k/a Chrysler Group LLC), dated June 10, 2009, as amended, modified or supplemented from time to time.

215. ~~203.~~ "Trust Accounts" means, collectively, (a) the Tax Trust Accounts; (b) the Fee Escrow; (c) the Winddown Fee Trust Account; and (d) the Additional Winddown Cost Escrow, all of which are established consistent with the Winddown Budget, are subject to the perfected first priority Lien of the Government DIP Lenders under the DIP Credit Agreement and the DIP Financing Order and are otherwise unencumbered. Except as otherwise set forth in the Plan (including Section X.A.~~198~~210), the Trust Accounts may be used only for their designated purposes and remain subject to the terms, conditions and limitations set forth in the DIP Lender Winddown Order, including paragraph 3 thereof, and the Winddown Budget.

216. ~~204.~~ "Trust Properties" means, collectively, (a) the DIP Non-Liquidation Funds Collateral, (b) any First Lien Trust Assets and (c) any other assets in the Debtors' Estates as of the Effective Date (including, to the extent not already included in the foregoing, the Subsidiary Debtor Equity Interests and the Debtors' ownership interests in any of their non-Debtor subsidiaries that will remain in existence after the Effective Date pursuant to the Restructuring Transactions set forth on Exhibit X.A.~~179~~189), and the proceeds thereof, all of which shall be transferred to the Liquidation Trust to be administered, sold, abandoned or otherwise liquidated pursuant to the Plan (or, if not transferable, held by the Debtors for the benefit of the Liquidation Trust).

217. ~~205.~~ "Twenty Day Claim" means any Claim, pursuant to section 503(b)(9) of the Bankruptcy Code, for the value of goods received by a Debtor in the 20 days immediately prior to the Petition Date for such Debtor and sold to such Debtor in the ordinary course of the Debtors' businesses.

218. ~~206.~~ "Uninsured Claim" means any Claim that is not an Insured Claim

219. ~~207.~~ "United States" means, collectively, the U.S. and its agencies, departments or instrumentalities (or such agencies, departments and instrumentalities individually as the context may require), together with their transferees, successors and assigns, if any, and their Representatives.

220. ~~208.~~ "U.S." means United States of America.

221. ~~209.~~ "U.S. Trustee" means the Office of the United States Trustee for the Southern District of New York.

222. ~~210.~~ "U.S. Treasury" means The United States Department of the Treasury.

223. ~~211.~~ "Voting Deadline" means the deadline for submitting Ballots to either accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code that is specified in the Disclosure Statement, the Ballots or related solicitation documents approved by the Bankruptcy Court.

224. ~~242.~~ "Winddown Budget" means, collectively, the budget set forth in paragraph 2 of the DIP Lender Winddown Order, as modified by the Notice in Accordance with Paragraph 2 of the Agreed Order, Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 9014 and 9019 and Local Bankruptcy Rule 4001-2 Approving (A) Winddown Funding for the Debtors' Estates and (B) Related Matters (Docket No. 6066) and the terms of the Plan, as it may be further modified, amended or supplemented by agreement of the Debtors or the Liquidation Trustee and the U.S. Treasury.

225. ~~243.~~ "Winddown Fee Trust Account" means the Trust Account established in the original amount of \$27.5 million of the Winddown Funds pursuant to the DIP Lender Winddown Order, to be used exclusively to fund the fees, costs and expenses of Fee Escrow Professionals for the period from and after September 1, 2009. Under the DIP Lender Winddown Order, (a) \$13.75 million of the funds in the Winddown Fee Trust Account was designated for Capstone and (b) the remaining \$13.75 million was designated, collectively, for Jones Day, Togut and Cahill.

226. ~~244.~~ "Winddown Funds" means the \$260 million of the DIP Financing that the parties agreed to maintain pursuant to Section 5.20 of the DIP Credit Agreement to fund the winddown of the Debtors' Estates (in an amount to be agreed upon by the U.S. Treasury), including the consummation of the Plan. For the avoidance of doubt, the Winddown Funds are subject to the Government DIP Lenders' perfected first priority Liens and are not subject to any other Liens, including any Liens of the First Lien Lenders.

227. ~~245.~~ "Winddown Orders" means, collectively, the First Lien Winddown Order and the DIP Lender Winddown Order. Subject to the provisions hereof, the Winddown Orders will remain in full force and effect after the Effective Date in accordance with their terms.

B. Other Terms

Any term used in the Plan that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

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Dated: ~~December 14~~ January 19, 2009 ~~2010~~

Respectfully submitted,

Old Carco LLC, on its own behalf and on behalf of each
Affiliate Debtor

By: /s/ Ronald E. Kolka
Name: Ronald E. Kolka
Title: Chief Executive Officer

COUNSEL:

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ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT II.E.2

EXECUTORY CONTRACTS AND UNEXPIRED LEASES
TO BE ASSUMED

[To be filed]

EXHIBIT IV.M.1

PROPERTY TO BE ABANDONED

{To be filed}

EXHIBIT X.A. ~~69~~75

LIST OF DEBTORS

Debtor	Case Number
Old Carco LLC (f/k/a Chrysler LLC)	09-50002
Alpha Holding LP	09-50025
DCC 929, Inc.	09-50017
Dealer Capital, Inc.	09-50018
Global Electric Motorcars, LLC	09-50019
NEV Mobile Service, LLC	09-50020
NEV Service, LLC	09-50021
Old Carco Aviation Inc. (f/k/a Chrysler Aviation Inc.)	09-50003
Old Carco Dutch Holding LLC (f/k/a Chrysler Dutch Holding LLC)	09-50004
Old Carco Dutch Investment LLC (f/k/a Chrysler Dutch Investment LLC)	09-50005
Old Carco Dutch Operating Group LLC (f/k/a Chrysler Dutch Operating Group LLC)	09-50006
Old Carco Institute of Engineering (f/k/a Chrysler Institute of Engineering)	09-50007
Old Carco International Corporation (f/k/a Chrysler International Corporation)	09-50008
Old Carco International Limited, LLC LLC. (f/k/a Chrysler International Limited, LLC LLC.)	09-50009
Old Carco International Services, S.A. (f/k/a Chrysler International Services, S.A.)	09-50010
Old Carco Motors LLC (f/k/a Chrysler Motors LLC)	09-50011
Old Carco Realty Company LLC (f/k/a Chrysler Realty Company LLC)	09-50000
Old Carco Service Contracts Florida, Inc. (f/k/a Chrysler Service Contracts Florida, Inc.)	09-50012
Old Carco Service Contracts Inc. (f/k/a Chrysler Service Contracts Inc.)	09-50013
Old Carco Technologies Middle East Ltd. (f/k/a Chrysler Technologies Middle East Ltd.)	09-50014
Old Carco Transport Inc. (f/k/a Chrysler Transport Inc.)	09-50015
Old Carco Vans LLC (f/k/a Chrysler Vans LLC)	09-50016
Peapod Mobility LLC	09-50001
TPF Asset, LLC	09-50022
TPF Note, LLC	09-50023
Utility Assets LLC	09-50024

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EXHIBIT X.A.7682

DIP LENDER WINDDOWN ORDER

|

EXHIBIT X.A.115121

FIRST LIEN WINDDOWN ORDER

|

EXHIBIT X.A.135142

FORM OF LIQUIDATION TRUST AGREEMENT

[To be filed]

|

EXHIBIT X.A.136143

LIQUIDATION TRUST ASSETS

[To be filed]

EXHIBIT X.A.143X.A.147

LITIGATION MANAGER AGREEMENT

[To be filed]

|

EXHIBIT X.A.179189

RESTRUCTURING TRANSACTIONS

[To be filed]

EXHIBIT B

Licensed Properties

<u>Owned Licensed Properties</u>	<u>License Termination Date</u>
Sterling Heights Assembly Plant 38111 Van Dyke Sterling Heights, Michigan 48312	April 30, 2011
St. Louis North 1001 North Highway Drive Fenton, Missouri 63026	April 30, 2010
St. Louis South 1050 Dodge Drive Fenton, Missouri 63026	September 30, 2009
Newark Assembly Plant ¹ 550 South College Avenue Newark, Delaware 19713	October 31, 2009
Twinsburg Stamping Plant 2000 East Aurora Road Twinsburg, Ohio 44087	July 31, 2010
Kenosha Engine Facility 5555 30 th Avenue Kenosha, Wisconsin 53144	April 30, 2011
Detroit Axle Plant 2000 Conner Avenue Detroit, Michigan 48234	April 30, 2011
Plymouth Road Office Complex 14250 Plymouth Road Detroit, Michigan 48227	April 30, 2010

<u>Leased Licensed Properties</u>	<u>License Termination Date</u>
Detroit Axle Warehouse ² 6490 and 6334 Lynch Road Detroit, Michigan 48212	November 19, 2009 (the effective date of the assumption of the underlying sublease by New Chrysler)
Hitzert Warehouse 2171 Hitzert Court JIT Center Fenton, Missouri 63026	August 28, 2009
Chrysler Customer Call Center and Warehouse 3851 Hamlin Road Rochester Hills, Michigan 48309	August 31, 2009

¹ The License Termination Date for the Newark Assembly Plant was extended from September 30, 2009 to October 31, 2009 by Amendment No. 1 to Transition Services Agreement dated October 1, 2009. Subsequently, on November 23, 2009, the Newark Assembly Plant was sold to the University of Delaware. See Section V.H.4.a.ii (Newark, Delaware Plant).

² The License Termination Date for the Detroit Axle Warehouse was modified from December 31, 2010 to the effective date of assumption and assignment of the underlying sublease by New Chrysler by Amendment No. 2 to Transition Services Agreement dated November 5, 2009. An order approving and declaring such assumption and assignment by New Chrysler effective was entered on November 19, 2009 (Docket No. 5979).

Leased Licensed Properties	License Termination Date
Exhibit Warehouse 9303 West Jefferson Detroit, Michigan 48209	July 31, 2009
Phoenix Training Center 3421 East Harbor Drive, Suite 300 Phoenix, Arizona 85034	August 15, 2009
San Francisco Training Center 5720 Stoneridge Drive, Building E Pleasanton, California 94588	August 15, 2009
Denver Training Center 14155 East 42nd Avenue, Building B Denver, Colorado 80239	August 15, 2009
Orlando Training Center 8351 Parkline Boulevard, Suite 500 Orlando, Florida 32809	August 15, 2009
Atlanta Training Center 1000 Cobb Place Boulevard, Suite 370 & 390 Kenesaw, Georgia 30144	August 15, 2009
Kansas City Training Center 10105 Marshall Drive Lenexa, Kansas 66215	August 15, 2009
Baltimore Training Center 8955 Henkels Lane Training Center Annapolis Junction, Maryland 20701	August 15, 2009
Boston Training Center 105 Forbes Boulevard Training Center Mansfield, Massachusetts 02048	August 15, 2009
Detroit Training Center 2367 Walton Boulevard National Training Center Auburn Hills, Michigan 48326	August 15, 2009
St. Louis Training Center 3187 Riverport Tech Center Drive Maryland Heights, Missouri 63043	August 15, 2009
Rochester Training Center 370 Summit Point Drive, Suite 3 Henrietta, New York 14467	August 15, 2009
New York Training Center One Ramland Road, Suite 135 Orangeburg, New York 10523	August 15, 2009
Charlotte Training Center 10420 Harris Oaks Boulevard, Suite H Charlotte, North Carolina 28269	August 15, 2009
Cincinnati Training Center 2828 East Kemper Road, Building B Cincinnati, Ohio 45241	August 15, 2009

<u>Leased Licensed Properties</u>	<u>License Termination Date</u>
Portland Training Center 19701 South West 95th Place Training Center Tualatin, Oregon 97062	August 15, 2009
Philadelphia Training Center 425 Technology Drive, Suite 100 Malvern, Pennsylvania 19355	August 15, 2009
Memphis Training Center 8370 Wolf Lake Boulevard Training Center Bartlett, Tennessee 38133	August 15, 2009
Dallas Training Center 8100 Jetstar Drive, Suite 175 Irving, Texas 75244	August 15, 2009
Richmond Training Center 1011 Technology Park Drive, Suite 1011 Glen Allen, Virginia 23060	August 15, 2009
Milwaukee Training Center 700 Walnut Ridge Drive Hartland, Wisconsin 53029	August 15, 2009
San Francisco Parts Distribution Center 18260 Harlan Road Lathrop, California 95330)	August 21, 2009
Detroit Parts Distribution Center 23400 Bell Road New Boston, Michigan 48164	August 21, 2009
Mound Road Engine Plant Property P&S Storage Facilities 20300 Mound Road Detroit, Michigan 48234	August 31, 2009

EXHIBIT C

**Nonexclusive Schedule of Excluded
Assets and Collateral Allocation as of December 14, 2009**

Company Cars

Excluded Asset	First Lien Collateral	DIP Collateral
Company Car Sales	80%	20%
Company Car Lease Revenue	100%	X
Manheim Auction Proceeds	80%	20%

Tax Receivables

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Tax Receivables for Tax Periods Ending Prepetition	100%	X
Tax Receivables for Tax Periods Ending Postpetition	X	100%

Derivative Settlements

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Derivative and Commodities	100%	X

Rented Facilities

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Monthly Rent on Magna Facility 6600 New Venture Gear Drive East Syracuse, New York 13057	X	100%
Beijing Lease – Security Deposit	100%	X

Miscellaneous

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Professional Fee Reimbursements - funded Prepetition	100%	X
Professional Fee Reimbursements - funded Postpetition	X	100%

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Prepaid Assets/Deposits - funded Prepetition	100%	X
Prepaid Assets/Deposits - funded Postpetition	X	100%
Interest Income	X	100%
Insurance Recovery	100%	X
Safeco Bond Collateral	X	100%
Receipt for Carlsbad Property Sale Legal Fees	X	100%
FKS – Lebanon Settlement	100%	X
Closure of Comerica Payroll	X	100%
Rabbi Trusts	100%	X
Utility Assurance Deposit	X	100%
Litigation Claims - Contractual Claims Filed Prepetition	100%	X
Litigation Claims - Tort Claims Filed Prepetition	X	100%
Litigation Claims – Contractual Claims Filed Postpetition	100%	X
Litigation Claims - Tort Claims Filed Postpetition	X	100%
Recovery Actions (including Daimler)	X	100%
Surety Bonds - Funded Prepetition	100%	X
Prepetition Letters of Credit	100%	X
Stock Interest in Non-Debtors	100%	X
Guarantees and Warranties Made by Third Parties	100%	X

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Rights Under Equipment and Information Technology Leases	100%	X
Permits	100%	X

Real Property

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Newark Assembly Plant 550 S. College Avenue Newark, Delaware 19713	100%	X
Newark Parts Distribution Center 500 S. College Avenue Newark, Delaware 19713	100%	X
Twinsburg Stamping Plant 2000 East Aurora Road Twinsburg, Ohio 44087	100%	X
Sterling Heights Assembly Plant 38111 Van Dyke Sterling Heights, Michigan 48312	100%	X
St. Louis North 1001 North Highway Drive Fenton, Missouri 63026	100%	X
St. Louis South 1050 Dodge Drive Fenton, Missouri 63026	100%	X
Detroit Axle Warehouse 6490 and 6334 Lynch Road Detroit, Michigan 48212	100%	X
Plymouth Road Office Complex 14250 Plymouth Road Detroit, Michigan 48227	100%	X
Mark Twain Warehouse 12311 Mark Twain Detroit, Michigan 48227	100%	X
Kenosha Engine Facility 5555 30 th Avenue Kenosha, Wisconsin 53144	100%	X
Mt. Elliot Vacant Land 8 Mile and Mound Warren, Michigan 48091	100%	X
Featherstone Road Engineering Center 2301 Featherstone Road Auburn Hills, Michigan 48326	100%	X

<u>Excluded Asset</u>	<u>First Lien Collateral</u>	<u>DIP Collateral</u>
Oakland Technology Park University Drive & High Meadow Circle Auburn Hills, Michigan 48326	X	100%
Mound Road Parking Lot 20300 Mound Road Detroit, Michigan 48234	X	100%
Indy Foundry 1100 South Tibbs Avenue Indianapolis, Indiana 46241	X	100%
Blue Lake South 4101 Massachusetts Avenue, Indianapolis, Indiana 46218	X	100%
Warman Vacant Lot, Indianapolis 500 S. Warman Avenue Indianapolis, Indiana 46222	X	100%
New Venture Gear 6600 New Venture Gear Drive East Syracuse, New York 13057	X	100%
Ballinger, Texas State Hwy 67 Ballinger, Texas 76821	X	100%
Huntsville Plant 103 Wynn Drive Huntsville, Alabama 35801	X	100%
Toledo Jeep Parkway 1000 Jeep Parkway Toledo, Ohio 43657	X	100%
Robotic Equipment – Newark	100%	X
Kankakee Warehouse 2207 West Station Street AME Kankakee, Illinois 60901	X	100%
Hybrid JV - M&E Settlement	100%	100%

Summary Report:	
Litera Change-Pro ML WIX 6.0.1.498 Document Comparison done on 1/20/2010 12:35:47 AM	
Style Name: Default Style	
Original Filename:	
Original DMS: iw://NYI/4234196/1	
Modified Filename:	
Modified DMS: iw://NYI/4234196/2	
Changes:	
Add	1
Delete	1
Move From	0
Move To	0
Table Insert	5
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	7

EXHIBIT D

(Liquidation Analysis)

IN RE OLD CARCO, *ET AL.*

CHAPTER 7 LIQUIDATION ANALYSIS

A. INTRODUCTION

The following is a Liquidation Analysis for the Debtors. This Liquidation Analysis illustrates the projected outcome of the hypothetical, orderly liquidation of the Debtors under chapter 7 of the Bankruptcy Code. In particular, the Liquidation Analysis illustrates the anticipated differences in the amounts that may be available to the various creditors in a chapter 7 liquidation as compared to a liquidation under the Plan.

If the Debtors' chapter 11 cases were converted to cases under chapter 7 of the Bankruptcy Code, a chapter 7 trustee would be elected or appointed to liquidate the Debtors' remaining assets for distribution to holders of Allowed Claims in accordance with statutory priorities.

The cash amount available for distribution to holders of General Unsecured Claims in a chapter 7 case consists of the proceeds resulting from the disposition of unencumbered assets of the Debtors reduced by the costs of liquidation and the value of Allowed Secured Claims, Allowed Administrative Priority Claims (including the costs of administering the chapter 7 case), Allowed Priority Claims and Allowed Priority Tax Claims. The Debtors have reviewed and analyzed liquidation through conversion to cases under chapter 7, and this Liquidation Analysis reflects the Debtors' view of recoveries in the Debtors' post-conversion chapter 7 cases.

The Liquidation Analysis assumes that, in a chapter 7 liquidation, the trustee will seek to liquidate any remaining assets, object to and resolve Claims and otherwise winddown the Estates within 18 months following conversion.

Because the Plan is a liquidating plan under chapter 11, the principal differences in estimated proceeds available for the distributions and recoveries estimated in the Plan include (1) the funds that are being made available under the Winddown Orders and the Plan to fund winddown costs and the payment of Administrative Priority Claims, Priority Tax Claims and Priority Claims will not be available in chapter 7 except for the funds in the Sales and Use Escrow to the extent necessary to pay the Claims subject to paragraph 21 of the Sale Order and (2) the estimated chapter 7 trustee fees and potentially higher professional fees due to the unfamiliarity that new professionals may have with the Debtors, their bankruptcy cases and their assets. Generally, the chapter 7 trustee and his/her professionals will incur costs in the transition to learn about the case, the available assets and the potential recoveries. Such transition costs would be incremental to the costs of the Plan and, as such, would be expected to further diminish recoveries as compared to the recoveries in the Plan. More fundamentally, however, without access to the Liquidation Funds and other funding and settlements contemplated by the Winddown Orders and the Plan, the assets available to creditors will be substantially diminished.

It is assumed that the collateral of the First Lien Lenders and Government DIP Lenders will be surcharged in chapter 7 to fund the sale of the remaining assets and the winddown of the chapter 7 cases and that none of the collateral of the First Lien Lenders or DIP Lenders is available to satisfy any claims except if the claim creates a Lien on the collateral being sold or disposed of. It is unclear if the chapter 7 trustee will be able to surcharge the collateral to cover all of the costs of the chapter 7 process, providing a further risk to creditor recoveries.

Under the facts and circumstances of these cases, as of the date hereof, the Debtors submit that the foregoing approach and the additional assumptions below are reasonable.

B. ASSUMPTIONS

The Liquidation Analysis considers many factors and makes certain assumptions. The primary assumptions are described below.

1. General Assumptions

The Liquidation Analysis assumes that the Chapter 11 Cases are converted to cases under chapter 7 on February 1, 2010.

It is assumed that prior to the conversion of the cases to chapter 7 the Debtors have continued to winddown their Estates and sell assets.

The Liquidation Analysis assumes that the Government DIP Lenders will retain their Liens on any proceeds of the Daimler Litigation and will not pursue such litigation or fund the chapter 7 trustee to pursue such litigation.

The Liquidation Analysis assumes that, consistent with the Sale Order, the Sales and Use Escrow can be used to satisfy certain Secured Tax Claims and Priority Tax Claims consistent with paragraph 21 of the Sale Order (the "Escrow Tax Claims"). Any excess amounts in the Sales and Use Escrow are subject to the Liens of the Government DIP Lenders and will be paid to them after all relevant Escrow Tax Claims are resolved and satisfied.

2. Balance Sheet Assets

The following are assumptions with respect to specific categories of the balance sheet assets:

- a. **Cash and Short-Term Investments:** This category includes the Government DIP Lenders' and the First Lien Lenders' cash collateral, the Government DIP Lenders' cash subject to Sales and Use Escrow and certain unencumbered funds comprised of the Committee Car Proceeds. The Committee Car Proceeds are unencumbered as a result of the settlements in the Winddown Orders under which the Government DIP Lenders released their Liens and Claims on these proceeds.

- b. **The Government DIP Lenders' and the First Lien Lenders' Other Collateral:** Consistent with the Winddown Orders and the collateral schedules attached thereto, the Liquidation Analysis assumes that the Government DIP Lenders and the First Lien Lenders each have valid and enforceable first priority Liens on certain assets. The Liquidation Analysis assumes that the Government DIP Lenders and the First Lien Lenders generally will continue to allow the chapter 7 trustee to liquidate their collateral as in a chapter 11 liquidation (i.e., rather than immediately foreclose on all collateral) notwithstanding that recoveries may be diminished in chapter 7 proceeding as a result of, among other things, the inefficiencies in establishing a new trustee and professionals, the addition of chapter 7 trustee fees and the likelihood of a less robust sales process due to funding limitations and the anticipated desire to complete the process as promptly as possible.

3. Amounts Available for Distribution

- a. **Secured Claims – Government DIP Lenders:** The Liquidation Analysis assumes that the Government DIP Lenders will receive their cash collateral (i.e., the Liquidation Funds, except for cash in the Sales and Use Escrow used to pay Escrow Tax Claims and any carve-out amounts) (the "Available Liquidation Funds") and any proceeds as a result of sales or collections of other DIP Collateral. Amounts available for distribution to holders of DIP Financing Claims also will be reduced by the assumed surcharge of the DIP Collateral to cover the costs of administering and liquidating such collateral, including trustee fees. The liquidation of non-cash assets is projected to produce less net proceeds than would be achieved under the Plan due to, among other things, (a) the chapter 7 trustee fees, additional professional costs and other items surcharged against the collateral and (b) a less robust sales process, as described above. The projected reduction in recoveries on non-cash assets is referred to herein as the "Chapter 7 Discount."
- b. **Secured Claims – First Lien Lenders:** The Liquidation Analysis assumes that the First Lien Lenders will receive their cash collateral (i.e., the cash in the First Lien Reserve and the First Lien Daimler Balance) and any proceeds as a result of sale or collection of First Lien Collateral. Amounts available for distribution to holders of First Lien Secured Claims are projected to be less than would be achieved under the Plan due to the Chapter 7 Discount.
- c. **Secured Claims – Taxes/Other:** The Liquidation Analysis assumes that Other Secured Claims on property still held by the Debtors' Estates, including secured property Taxes, will be paid from the proceeds of the sale of the underlying collateral. In addition, Secured Tax Claims that constitute Escrow Tax Claims will be satisfied to the extent amounts are available in the Sales and Use Escrow. The Liquidation Analysis assumes

that no funds will be available to pay any Other Secured Claims that are not satisfied by either the remaining collateral or the Sales and Use Escrow.

- d. **Administrative Costs of Chapter 7:** The Liquidation Analysis assumes that (i) chapter 7 trustee fees; (ii) professional fees and expenses for the chapter 7 trustee's retained legal counsel, financial advisors and claims agent in assisting the liquidation of the Debtors; and (iii) costs incurred to maintain and secure properties prior to sale would largely be surcharged against the DIP Collateral and the First Lien Collateral. To the extent that general administrative costs are not subject to a surcharge under section 506(c) of the Bankruptcy Code, the Liquidation Analysis assumes that the Committee Car Proceeds (the only available unencumbered funds) would be used to fund such costs.

The Liquidation Analysis also assumes that professional fees would be higher in chapter 7 due to the unfamiliarity that new professionals may have with the Debtors, their bankruptcy cases and their assets. Also, the chapter 7 trustee and his/her professionals will incur costs in the transition to learn about the case, the available assets and the potential recoveries. Such transition costs would be incremental to the costs of the Plan and, as such, would be expected to further diminish recoveries as compared to the recoveries in the Plan.

- e. **Administrative Costs from Pre-Conversion Activities:** The Liquidation Analysis assumes that any administrative costs incurred prior to conversion to chapter 7, such as Administrative Claims relating to professional fees unpaid as of cases conversion or Twenty Day Claims arising from the inventory received by the Debtors in the 20 days immediately preceding the Petition Date, would not be funded except to the extent that either (i) any excess Committee Car Proceeds are available after paying the costs of administering the chapter 7 cases or (ii) any carve-out is available under the DIP Financing Order.
- f. **Priority Tax Claims:** The Liquidation Analysis assumes Priority Tax Claims subject to paragraph 21 of the Sale Order will be satisfied to the extent amounts are available under the Sales and Use Escrow. The Liquidation Analysis assumes that no funds would be available to pay Priority Tax Claims not covered by the Sales and Use Escrow.

4. General Unsecured Claims

General Unsecured Claims may include, among other things, (a) the First Lien Deficiency Claims, the TARP Financing Deficiency Claims and Daimler's deficiency Claims under the Owners' Credit Agreement; (b) rejection damage Claims related to unexpired real estate leases and executory contracts rejected by the Debtors; (c) prepetition personal injury and other tort claims; (d) various employee obligations; (e) trade claims; and (f) numerous other

types of prepetition liabilities. The Liquidation Analysis concludes that no recovery is available to any holder of General Unsecured Claims in a chapter 7 liquidation.

C. Disclaimers and Variances

The process of estimating recoveries in a chapter 7 case is uncertain due to economic, business, litigation and other contingencies. The attached illustration shows the major differences in the potential recoveries in a chapter 7 as compared to a chapter 11 liquidation under the Plan.

**Liquidation Analysis
Old Carco and Its Debtor Subsidiaries**

I. ASSETS		
Cash and Short Term Investments	<ul style="list-style-type: none"> Available Liquidation Funds (subject to Lien of Government DIP Lenders). First Lien Reserve and First Lien Daimler Fund Balance (subject to Lien of First Lien Lenders). Sales and Use Tax Escrow (subject to the rights of the beneficiaries and the Lien of the Government DIP Lenders). Committee Car Proceeds. 	
Other Assets	<ul style="list-style-type: none"> Other DIP Collateral (fully encumbered). Other First Lien Collateral (fully encumbered). 	
II. DISTRIBUTIONS		
<u>Category</u>	<u>Distribution in Chapter 7</u>	<u>Notes on Recoveries</u>
A. SECURED CLAIMS		
(1) Government DIP Lenders	<ul style="list-style-type: none"> Available Liquidation Funds otherwise used to fund the Plan are returned. Net proceeds of other DIP Collateral, reduced by the Chapter 7 Discount as compared to liquidation under the Plan. 	<ul style="list-style-type: none"> Potentially enhanced recoveries in chapter 7 because Available Liquidation Funds are returned rather than used to fund the Plan.
(2) First Lien Lenders	<ul style="list-style-type: none"> Net Proceeds of First Lien Collateral, reduced by Chapter 7 Discount as compared to liquidation under the Plan. 	<ul style="list-style-type: none"> Diminished recoveries in chapter 7.
(3) Other Secured Claims	<ul style="list-style-type: none"> With respect to owned property, Secured Claims will be paid from any sale proceeds. Secured Claims subject to Sales and Use Escrow will be paid from that fund. All other Secured Claims will be unpaid. 	<ul style="list-style-type: none"> Recoveries range from 0% to 100%, as compared to 100% recovery under the Plan.
B. ADMINISTRATIVE CLAIMS		
(1) Administrative Costs of Chapter 7 Case	<ul style="list-style-type: none"> Costs associated with liquidation of collateral will be paid from surcharge (i.e., funded by Government DIP Lenders and First Lien Lenders, as applicable). Unencumbered Committee Car Proceeds to be used to fund other costs of administration. 	<ul style="list-style-type: none"> 100% recovery.
(2) Pre-Conversion Chapter 11 Administrative Claims	<ul style="list-style-type: none"> Paid to the extent of any excess Committee Car Proceeds and available carve-outs. Administrative Claims in excess of limited funding are unpaid. 	<ul style="list-style-type: none"> Less than 100% recovery, as compared to 100% recovery under the Plan.
C. PRIORITY CLAIMS		
(1) Priority Tax Claims	<ul style="list-style-type: none"> Claims subject to Sales and Use Escrow will be paid from that fund. Other Priority Tax Claims will be unpaid. 	<ul style="list-style-type: none"> Recoveries range from 0% to 100%, as compared to 100% recovery under the Plan.
(2) Other Priority Claims	<ul style="list-style-type: none"> No funds available for distributions. 	<ul style="list-style-type: none"> 0% recovery, as compared to 100% recovery under the Plan.
D. GENERAL UNSECURED CLAIMS	<ul style="list-style-type: none"> No funds available for distributions. 	<ul style="list-style-type: none"> 0% recovery, as compared to a potential recovery under the Plan.

ANNEX 2

(Blackline Comparison of Proposed Solicitation Procedures Order)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x-----
- :
In re : Chapter 11
Old Carco LLC :
(f/k/a Chrysler LLC), *et al.*, : Case No. 09-50002 (AJG)
: (Jointly Administered)
Debtors. : x

**ORDER (I) APPROVING DISCLOSURE STATEMENT, (II) ESTABLISHING
PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO
ACCEPT OR REJECT AMENDED JOINT PLAN OF LIQUIDATION,
LIQUIDATION, (III) SCHEDULING HEARING ON CONFIRMATION OF AMENDED
JOINT
PLAN OF LIQUIDATION AND (IV) APPROVING RELATED NOTICE PROCEDURES**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession for an Order (I) Approving Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Joint Plan of Liquidation, (III) Scheduling Hearing on Confirmation of Joint Plan of Liquidation and (IV) Approving Related Notice Procedures ([Docket No. 6079](#)) (the "Motion"),¹ filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"),² [objections to, and statements regarding, the relief requested in the Motion having been filed by \(i\) the Wayne County Treasurer, the Oakland County Treasurer and the City of Detroit \(Docket No. 6202\), \(ii\) the Michigan Department of Environmental Quality \(Docket No. 6203\), \(iii\) Kimberly Spears, et al. \(Docket No. 6213\), \(iv\) Electronic Data Systems, LLC d/b/a HP Enterprise Services \(f/k/a Electronic Data Systems Corporation\) and EDS Canada Corp. \(f/k/a EDS Canada, Inc.\) \(Docket](#)

¹ [Capitalized terms not otherwise defined herein have the meanings given to them in the Motion and the applicable exhibits to the Motion.](#)

² ~~Capitalized terms not otherwise defined herein have the meanings given to them in the Motion or the applicable exhibits to the Motion.~~

No. 6214), (v) the United States Trustee for the Southern District of New York (Docket No. 6215) and (vi) U.S. Bank National Association (Docket No. 6217) (collectively, the "Filed Objections"); additional objections to the Disclosure Statement having been served upon the Debtors by (i) Don Kozich and (ii) Theresa Bartolucci and Ricardo G. Robles, but have not yet appeared on the Court's docket (collectively with the Filed Objections, the "Objections"); the Debtors having filed a consolidated reply to the Objections (Docket No. [____]) (the "Reply") on January 20, 2010; the Debtors having filed the Disclosure Statement with Respect to Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. 6237) (as it may be amended or modified, the "Disclosure Statement") and the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. 6236) (as it may be amended or modified, the "Plan"), on January 19, 2010; the Debtors having filed the Notice of Filing Proposed Plan Support Letters (Docket No. 6238) (the "Support Letter Notice") on January 20, 2010; the Court having reviewed the Motion and the exhibits thereto, the Objections, the Reply, the Disclosure Statement, the Plan and the Support Letter Notice and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and the Reply and at the Hearing establish just cause for the relief granted herein; ~~the~~

THE COURT HEREBY FINDS AND CONCLUDES THAT:

A. ~~Court finding that (i) the~~The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, ~~(ii) this.~~

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), ~~(iii) notice.~~

C. Notice of the Motion ~~and~~, the Hearing and the relief granted herein was adequate under the circumstances, ~~(iv) the~~ and in full compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules.

D. The Disclosure Statement, as filed with the Court on January 19, 2010, contains adequate information within the meaning of section 1125 of the Bankruptcy Code ~~and~~ ~~(v) the~~.

E. The Solicitation Procedures and the Confirmation Procedures approved herein provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code; ~~and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;~~ and the applicable Bankruptcy Rules and Local Bankruptcy Rules, including, without limitation, Bankruptcy Rules 2002, 3017, 3018 and 3020 and Local Bankruptcy Rules 3017-1 and 3018-1.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein. The Objections and any other objections made on the record at the Hearing are OVERRULED to the extent that they have not been withdrawn, waived or settled prior to the entry of this Order, provided that any objections to the confirmation of the Plan are reserved.

2. The form of the Disclosure Statement Hearing Notice and the manner in which it was served and published isare approved in itstheir entirety ~~and notice of the hearing on the Disclosure Statement was sufficient and appropriate.~~

3. The Disclosure Statement ~~is approved,~~ as filed with the Court on January 19, 2010, is APPROVED, pursuant to section 1125 of the Bankruptcy Code; provided that, prior to the commencement of solicitation, the Debtors (a) are authorized to make non-material

revisions, updates and corrections to the Disclosure Statement and the Plan and (b) shall file a copy of the final Disclosure Statement and any amended Plan with the Court.

4. The Solicitation Procedures (and the form and manner of notice thereof), including the form of Ballots (substantially in the form attached hereto as Annex 1), the Solicitation Commencement Date of January 30, 2010, the Voting Deadline, the Solicitation Packages (as described in the attached Annex 2), the Record Date of December 31, 2009 for Plan voting, the Tabulation Rules ~~and~~ (attached hereto as Annex 3), the Bondholder Solicitation Procedures (attached hereto as Annex 4) and the other procedures described in the Motion and the attached Annex 2, are approved. The requirements of Local Bankruptcy Rule 3018-1(b) are waived to the extent they are inconsistent with the relief granted in this paragraph.

5. The Confirmation Procedures, including the Confirmation Hearing Notice (substantially in the form attached hereto as Annex 5), the form and manner of service and publication of the Confirmation Hearing Notice; and the Notice of Non-Voting Status ~~and~~ (substantially in the form attached hereto as Annex 6), are approved. Without limiting the foregoing , the Debtors are authorized to publish a notice of the Confirmation Hearing, the Confirmation Objection Deadline, ~~as described in the Motion, are approved. and the Voting Deadline (which may be substantially in the form of the Confirmation Hearing Notice) by January 30, 2010, or such other day that is not less than 28 days before the commencement of the Confirmation Hearing, one time in the national edition of *The Wall Street Journal* and the worldwide edition of *The Financial Times*.~~ Additionally, the Debtors will publish the Confirmation Hearing Notice at <http://www.chryslerrestructuring.com>.

6. The support letters from the Debtors and the Creditors' Committee, in substantially the forms attached to the Support Letter Notice, are approved and may be included in Solicitation Packages in accordance with the Solicitation Procedures.

7. With respect to a transferred Claim, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of such transferred Claim only if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) had been completed prior to the Record Date or (b) the transferee filed by the Record Date (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer

8. The temporary allowance of Claims for voting purposes does not constitute an allowance of such Claims for purposes of receiving distributions under the Plan and is without prejudice to the rights of the Debtors in any other context, including the right of the Debtors to contest the amount, validity or classification of any Claim for purposes of allowance and distribution under the Plan. If the holder of a Claim wishes to challenge either (a) the classification of such Claim or (b) the allowance of such Claim for voting purposes in accordance with the Tabulation Rules, the claimholder must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing such Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors' counsel so that it is received by the later of (a) February 15, 2010 or (b) ten days after the date of service of a notice of objection, if any, to such Claim. Unless the Court orders otherwise, a Claim will not be counted for voting purposes in excess of the amount determined in accordance with the Tabulation Rules.

9. In addition to the Tabulation Rules, the following procedures for tabulating Ballots shall be utilized: (a) any Ballot that is properly completed, executed and timely returned to the Solicitation and Tabulation Agent or Master Ballot Agent but does not indicate an acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, will not be counted; and (b) creditors will be required to vote all of their Claims within a particular class under the Plan either to accept or reject the Plan and may not split their votes. In the event that (a) a Ballot or (b) a group of Ballots within a Plan class received by the Solicitation and Tabulation Agent or a Master Ballot Agent from a single creditor partially rejects and partially accepts the Plan, such Ballots shall not be counted.

10. Notwithstanding anything in the Solicitation Procedures to the contrary, any creditor that submits a timely and properly completed Ballot to the Solicitation and Tabulation Agent or a Master Ballot Agent, as applicable, may change the vote reflected on such Ballot after the Voting Deadline only with the approval of the Court. If the Solicitation and Tabulation Agent or a Master Ballot Agent receives from a creditor more than one timely and properly completed Ballot with respect to the same Claim, and no order of the Court allowing such creditor to change its vote has been entered after the Voting Deadline (or, with respect to creditors that are beneficial owners of Bonds held in street name by a Master Ballot Agent, after the applicable Mailing Deadline established by such Master Ballot Agent), the last such timely and properly executed Ballot received by the Solicitation and Tabulation Agent or Master Ballot Agent by the Voting Deadline shall be deemed to reflect the voter's intent. In such circumstance, the Solicitation and Tabulation Agent or a Master Ballot Agent, as applicable, shall have the authority to determine which Ballot was the last to be received.

11. ~~6.~~ The Debtors shall file all exhibits to the Plan with the Court and make them available for review on the Solicitation and Tabulation Agent's web site at <http://www.chryslerrestructuring.com> no later than five business days before the Confirmation Hearing.

12. ~~7.~~ The Confirmation Hearing is scheduled to be held before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, in Room 523 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 on March 16, 2009, at 10:00 a.m., Eastern Time. The Confirmation Hearing may be continued from time to time by the Court without further notice other than the announcement of the adjourned date at the Confirmation Hearing or any continued hearing.

13. ~~8.~~ Objections to confirmation of the Plan, if any, must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (c) state with particularity the basis and nature of any objection to the confirmation of the Plan; and (d) be filed with the Court and served on the following parties so that they are received no later than 5:00 p.m., Eastern Time, on March 2, 2010, or such other date established by the Debtors that is at least ~~28~~30 days after service of the Solicitation Packages:

- a. the Debtors, c/o OLD CARCO LLC, 555 Chrysler Drive, Suite T1001, Auburn Hills, Michigan 48326 (Attn: Ronald E. Kolka);
- b. counsel to the Debtors, JONES DAY, 222 East 41st Street, New York, New York 10017 (Attn: Corinne Ball, Esq. and Veerle Roovers, Esq.); JONES DAY, North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: David Heiman, Esq. and Carl E. Black, Esq.); JONES DAY, 1420 Peachtree Street, N.E., Suite 800, Atlanta, Georgia 30309 (Attn: Jeffrey B. Ellman, Esq.);
- c. the OFFICE OF THE UNITED STATES TRUSTEE, SOUTHERN DISTRICT OF NEW YORK, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Andrew D. Velez-Rivera, Esq.);

- d. counsel to the Creditors' Committee, KRAMER LEVIN NAFTALIS & FRANKEL LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq. and Adam C. Rogoff, Esq.);
- e. THE UNITED STATES DEPARTMENT OF THE TREASURY, 1500 Pennsylvania Avenue, N.W., Room 2312, Washington, District of Columbia 20220 (Attn: Chief Counsel Office of Financial Stability);
- f. of counsel to the U.S. Treasury, CADWALADER, WICKERSHAM & TAFT LLP, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); CADWALADER, WICKERSHAM & TAFT LLP, 700 Sixth Street, N.W., Washington, District of Columbia 20001 (Attn: Douglas Mintz, Esq.);
- g. EXPORT DEVELOPMENT CANADA, 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (Attn: Loan Services & Asset Management/Covenant Officer);
- h. counsel to Export Development Canada, VEDDER PRICE P.C., 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq.); and
- i. counsel to the First Lien Agent, SIMPSON THACHER & BARTLETT LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Peter V. Pantaleo, Esq.).

14. ~~9.~~ The Debtors shall file (a) a consolidated reply to any objections to the Plan and (b) the Tabulation Affidavit no later than March 9, 2010 unless otherwise permitted or directed by the Court. The requirements of Local Bankruptcy Rule 3018-1(a) are waived to the extent they are inconsistent with the relief granted in this paragraph.

15. ~~10.~~ The Debtors are authorized to take (or refrain from taking) any action and expend such funds as necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further Order of the Court.

16. ~~11.~~ The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Dated: New York, New York
 _____, 2010

UNITED STATES BANKRUPTCY JUDGE

|

ANNEX 1
(Form of Ballots)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), et al.,	:	
	:	
Debtors.	:	(Jointly Administered)
-----X	:	

**AMENDED BALLOT FOR ACCEPTING OR REJECTING
JOINT PLAN OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION**

CLASS 2A: SECURED CLAIMS OF THE FIRST LIEN LENDERS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN
IS 5:00 P.M., PREVAILING EASTERN TIME, ON MARCH 2, 2010**

This Ballot is submitted to you to solicit your vote to accept or reject the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~December 14~~ January 19, 2009 ~~2010~~ (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan; and (ii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan; and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to (i) Old Carco LLC (f/k/a Chrysler LLC) Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, FDR Station, P.O. Box 5014, New York, New York 10150-5014 (by United States mail); or (ii) Old Carco LLC (f/k/a Chrysler LLC) Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017 (by overnight delivery or personal courier), so that it is received by the deadline indicated above. Ballots submitted by e-mail or facsimile transmission will not be accepted. Ballots should not be sent to the Debtors.

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEM 1. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class 2A Vote. The undersigned, the holder, as of December 31, 2009, of a Secured Claim in Class 2A of the Plan against the Debtors in the amount set forth below, votes to (check one box):

ACCEPT the Plan.

REJECT the Plan.

If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on this Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities. Accordingly, if you vote to accept the Plan and the Plan is confirmed you will not be able to pursue certain claims or cause of action against the Debtors and certain other Released Parties as described in the Plan and the Disclosure Statement.

Creditor: _____

Claim Amount: \$ _____ -

Item 2. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as having been cast.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**VOTING INFORMATION AND
INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. **If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on the Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities.** Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to Epiq Bankruptcy Solutions, LLC (the "Solicitation and Tabulation Agent") at the applicable following address:

BY UNITED STATES MAIL:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5014
New York, New York 10150-5014

BY OVERNIGHT COURIER OR PERSONAL DELIVERY:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, New York 10017

Ballots must be received by the Solicitation and Tabulation Agent by 5:00 p.m., prevailing Eastern Time, on March 2, 2010 (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Solicitation and Tabulation Agent is enclosed for your convenience. *Ballots submitted by e-mail or facsimile transmission will not be accepted. Ballots should not be sent to the ~~Debtors~~ [Debtors](#).*

2. If you hold Claims in more than one voting Class under the Plan, or if you hold multiple Claims within the same voting Class under the Plan, you may receive a separate Ballot for each such Claim, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only your Claim described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting the Secured Claims of the First Lien Lenders against the Debtors in Class 2A under the Plan.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, such Ballots will not be counted.
3. Your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules have been approved by order of the Court and are set forth in the Notice of (A) Deadline for Casting Votes to Accept or Reject Amended Joint Plan of Liquidation, (B) Hearing to Consider Confirmation of Amended Joint Plan of Liquidation and (C) Related Matters included with your solicitation package. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*e.g.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) February 15, 2010 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.
4. The Ballot does not constitute and shall not be deemed a proof of Claim or an assertion of a Claim.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot received by the Solicitation and Tabulation Agent before the Voting Deadline (as determined by the Solicitation and Tabulation Agent) will be deemed to reflect your intent to either accept or reject the Plan.

**PLEASE RETURN YOUR BALLOT PROMPTLY.
BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS.**

**THE SOLICITATION AND TABULATION AGENT
WILL *NOT* ACCEPT BALLOTS BY E-MAIL OR FACSIMILE TRANSMISSION.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING
THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE
SOLICITATION AND TABULATION AGENT, EPIQ BANKRUPTCY SOLUTIONS, LLC,
BY (I) TOLL-FREE TELEPHONE FOR U.S. AND CANADIAN CALLERS AT (877) 271-1568
OR (II) FOR INTERNATIONAL CALLERS (OUTSIDE THE U.S. AND CANADA) AT +1-503-597-7708.**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), et al.,	:	
	:	
Debtors.	:	(Jointly Administered)
-----X	:	

AMENDED JOINT PLAN OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION

CLASS 3A: GENERAL UNSECURED CLAIMS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN
IS 5:00 P.M., PREVAILING EASTERN TIME, ON MARCH 2, 2010**

This Ballot is submitted to you to solicit your vote to accept or reject the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~December 14~~ January 19, 2009 2010 (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan; and (ii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan; and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to (i) Old Carco LLC (f/k/a Chrysler LLC) Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, FDR Station, P.O. Box 5014, New York, New York 10150-5014 (by United States mail); or (ii) Old Carco LLC (f/k/a Chrysler LLC) Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017 (by overnight delivery or personal courier), so that it is received by the deadline indicated above. Ballots submitted by e-mail or facsimile transmission will not be accepted. Ballots should not be sent to the Debtors.

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 1, OR IF BOTH BOXES ARE CHECKED IN ITEM 1, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class 3A Vote. The undersigned, a holder of a General Unsecured Claim in Class 3A of the Plan against one or more of the Debtors as of December 31, 2009 in the amount set forth below, votes to (check one box):

ACCEPT the Plan.

REJECT the Plan.

If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on this Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities. Accordingly, if you vote to accept the Plan and the Plan is confirmed you will not be able to pursue certain claims or cause of action against the Debtors and certain other Released Parties as described in the Plan and the Disclosure Statement.

If Class 3A or Class 2A rejects the Plan (i.e., less than two thirds in amount and less than one-half in number of the allowed claims in either such class fails to vote in favor of the Plan), no property will be distributed to or retained by the holders of Allowed Claims in Class 3A, and such Claims will be extinguished on the Effective Date.

Creditor: _____

Claim Amount: \$ _____

Item 2. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that, if this Ballot is otherwise validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as having been cast.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**VOTING INFORMATION AND
INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. **If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on the Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities.** Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to Epiq Bankruptcy Solutions, LLC (the "Solicitation and Tabulation Agent") at the applicable following address:

BY UNITED STATES MAIL:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5014
New York, New York 10150-5014

BY OVERNIGHT COURIER OR PERSONAL DELIVERY:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, New York 10017

Ballots must be received by the Solicitation and Tabulation Agent by 5:00 p.m., prevailing Eastern Time, on March 2, 2010 (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Solicitation and Tabulation Agent is enclosed for your convenience. *Ballots submitted by e-mail or facsimile transmission will not be accepted. Ballots should not be sent to the ~~Debtor~~Debtors.*

2. If you hold Claims in more than one voting Class under the Plan, or if you hold multiple Claims within the same voting Class under the Plan, you may receive a separate Ballot for each such Claim, coded by Class number and description, and a set of solicitation materials. **Each Ballot you receive is for voting only those Claims described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting General Unsecured Claims in Class 3A.** You must vote all of your General Unsecured Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different General Unsecured Claims under the Plan and the Ballots are not voted in the same manner, such Ballots will not be counted.
3. Your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules have been approved by order of the Court and are set forth in the Notice of (A) Deadline for Casting Votes to Accept or Reject Amended Joint Plan of Liquidation, (B) Hearing to Consider Confirmation of Amended Joint Plan of Liquidation and (C) Related Matters included with your solicitation package. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*e.g.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) February 15, 2010 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.
4. The Ballot does not constitute and shall not be deemed a proof of Claim or an assertion of a Claim.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last properly executed Ballot received by the Solicitation and Tabulation Agent before the Voting Deadline (as determined by the Solicitation and Tabulation Agent) will be deemed to reflect your intent to either accept or reject the Plan.

**PLEASE RETURN YOUR BALLOT PROMPTLY.
BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS.**

**THE SOLICITATION AND TABULATION AGENT
WILL *NOT* ACCEPT BALLOTS BY E-MAIL OR FACSIMILE TRANSMISSION.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING
THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE
SOLICITATION AND TABULATION AGENT, EPIQ BANKRUPTCY SOLUTIONS, LLC,
BY (I) TOLL-FREE TELEPHONE FOR U.S. AND CANADIAN CALLERS AT (877) 271-1568
OR (II) FOR INTERNATIONAL CALLERS (OUTSIDE THE U.S. AND CANADA) AT +1-503-597-7708.**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
: In re : Chapter 11
: :
: Old Carco LLC : Case No. 09-50002 (AJG)
: (f/k/a Chrysler LLC), et al., :
: : (Jointly Administered)
: Debtors. :
-----X

**BALLOT FOR ACCEPTING OR REJECTING
AMENDED JOINT PLAN OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION**

**FOR USE BY BENEFICIAL OWNERS OF THE 12.375% DEBENTURES
ISSUED UNDER THE INDENTURE, DATED AS OF MARCH 1, 1985, AS AMENDED AND
SUPPLEMENTED (CUSIP NO. 233893AA4) (COLLECTIVELY, THE "BONDS") ISSUED BY OLD CARCO LLC**

**CLASS 3A: GENERAL UNSECURED CLAIMS, INCLUDING CLAIMS
UNDER OR EVIDENCED BY THE BONDS (THE "BONDHOLDER CLAIMS")**

**YOUR BALLOT MUST BE MAILED TO YOUR MASTER BALLOT AGENT SO THAT IT IS RECEIVED
BY ~~5:00 P.M., PREVAILING EASTERN TIME, ON []~~, 2010 THE DATE SPECIFIED BY YOUR
MASTER BALLOT AGENT (THE "MAILING DEADLINE").**

**IF YOUR BALLOT IS NOT RECEIVED BY YOUR MASTER BALLOT AGENT
ON OR BEFORE THE MAILING DEADLINE, AND SUCH DEADLINE IS NOT EXTENDED,
YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN.**

This Ballot is submitted to you to solicit your vote to accept or reject the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~December 14~~ January 19, 2009 ~~2010~~ (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan; and (ii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan; and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT
AND RETURN IT TO THE MASTER BALLOT AGENT AT THE ADDRESS
ON THE ENCLOSED ENVELOPE SO THAT IT IS RECEIVED ON OR BEFORE THE MAILING DEADLINE.**

**YOUR MASTER BALLOT AGENT IS REQUIRED TO PROCESS YOUR BALLOT AND SUBMIT
A MASTER BOND BALLOT SO THAT IT IS RECEIVED BY THE SOLICITATION AND TABULATION AGENT
NO LATER THAN 5:00 P.M., PREVAILING EASTERN TIME, ON MARCH 2, 2010 (THE "VOTING DEADLINE").**

**THIS BALLOT IS NOT A LETTER OF TRANSMITTAL AND MAY NOT BE USED
FOR ANY PURPOSE OTHER THAN TO VOTE TO ACCEPT OR REJECT THE PLAN.
HOLDERS SHOULD NOT SURRENDER CERTIFICATES REPRESENTING THEIR BONDS
AT THIS TIME, AND NEITHER THE DEBTORS NOR THEIR SOLICITATION AND TABULATION AGENT
WILL ACCEPT DELIVERY OF ANY SUCH CERTIFICATES. BALLOTS SHOULD NOT BE SENT TO THE DEBTORS.**

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN ITEM 2, OR IF BOTH BOXES ARE CHECKED IN ITEM 2, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting Classification and Amount. The undersigned, the beneficial owner(s), as of December 31, 2009, of Bonds in an account maintained with the Master Ballot Agent (*i.e.*, the broker, bank, dealer or other agent or nominee) from which the undersigned received this Ballot, held Bondholder Claims in Class 3A under the Plan on such date in the aggregate unpaid principal amount of:

\$ _____
 (enter amount)

Item 2. Vote. The undersigned, (a) holder(s) of Bondholder Claims in Class 3A under the Plan as of December 31, 2009, as described in Item 1 above, vote(s) all such Claims to (check one box):

- ACCEPT the Plan. REJECT the Plan.

If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on this Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities. Accordingly, if you vote to accept the Plan and the Plan is confirmed you will not be able to pursue certain claims or cause of action against the Debtors and certain other Released Parties as described in the Plan and the Disclosure Statement.

If Class 3A or Class 2A rejects the Plan (i.e., less than two thirds in amount and less than one-half in number of the allowed claims in either such class fails to vote in favor of the Plan), no property will be distributed to or retained by the holders of Allowed Claims in Class 3A, and such Claims will be extinguished on the Effective Date.

Item 3. Certification Regarding Votes Cast on Other Ballots in Respect of Class 3A Claims Under the Plan. If the beneficial owner(s) on behalf of which this Ballot is being cast (each, a "Beneficial Owner") has (have) cast other Ballots on account of Bondholder Claims or other Claims in Class 3A under the Plan, the undersigned certifies (certify) that the requisite information regarding any other Ballots cast by the Beneficial Owner(s) has been included in the tables below (or on additional sheets attached hereto). Do not include in the following tables information relating to Bondholder Claims being voted on this Ballot. *Only information relating to other Ballots cast by the Beneficial Owner(s) on account of the beneficial ownership of Claims in Class 3A under the Plan should be identified in this Item 3.* Please attach additional sheets if necessary.

OTHER BALLOTS CAST IN RESPECT OF CLASS 3A CLAIMS			
	Beneficial Owner's Name or Record Holder Customer Account Number(s)	Broker, Bank, Dealer or Other Agent or Nominee Through Which Bonds Are Held (if applicable)	Aggregate Principal Amount of Other Class 3A Claims Held and Voted
1.			
2.			
3.			

To be counted, a Beneficial Owner must vote *all* of its Bondholder Claims and other Class 3A Claims under the Plan either to accept or reject the Plan. No split votes will be permitted.

Ballot No. 3A - Individual Ballots for Class 3A Claims Under or Evidenced By the Bonds
(For Use by Individual Holders Returning Ballot Directly to the Master Ballot Agent)

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledge(s) receipt of the Disclosure Statement and the other applicable solicitation materials and certifies (certify) that the undersigned is (are) the Beneficial Owner(s) of the Bonds voted on this Ballot or otherwise has (have) full power and authority to vote to accept or reject the Plan as indicated on this Ballot on behalf of the Beneficial Owner(s). The undersigned understand(s) that if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan this Ballot will not be counted as having been cast.

If the Bondholder Claims voted herein are held by more than one Beneficial Owner, all such Beneficial Owners must sign below. Please attach additional signature sheets if more than one Beneficial Owner is voting by means of this Ballot.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**VOTING INFORMATION AND
INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Plan in the boxes provided in Item 2 of the Ballot. **If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on the Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities.** Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to the "Master Ballot Agent" (*i.e.*, broker, bank, dealer or other agent or nominee) at the address identified on the enclosed return envelope.

Ballots must be received by the Master Ballot Agent by ~~5:00 p.m., prevailing Eastern Time, on []~~, 2010 the date specified by the Master Ballot Agent (the "Mailing Deadline") to enable the Master Ballot Agent to process your vote and submit a Master Bond Ballot so that it is received by the Solicitation and Tabulation Agent no later than 5:00 p.m., prevailing Eastern Time, on March 2, 2010 (the "Voting Deadline"). If your Ballot is not received by your Master Ballot Agent on or before the Mailing Deadline, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. An envelope addressed to the Master Ballot Agent should be enclosed for your convenience. *Ballots submitted by e-mail or facsimile transmission will not be accepted by the Master Ballot Agent. Ballots should not be sent to the Debtors.*

2. If you hold Claims in more than one voting Class under the Plan, or if you hold multiple Claims within the same voting Class under the Plan, you may receive a separate Ballot for each such Claim, coded by Class number and description, and a set of solicitation materials. You may also receive more than one Ballot if you: (a) are the beneficial owner of Bonds held in street name through more than one "Master Ballot Agent" (*i.e.*, a broker, bank, dealer or other agent or nominee); or (b) are the beneficial owner of Bonds registered in your own name as well as the beneficial owner of Bonds registered in street name. **Each Ballot you receive is for voting only your Claim described on the Ballot. The attached Ballot is designated only for voting Bondholder Claims by beneficial owners of Bonds held in street name by a Master Ballot Agent. Please complete and return each Ballot you receive.** You must vote all of your Bondholder Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Bondholder Claims under the Plan and the Ballots are not voted in the same manner, such Ballots will not be counted.
3. If you have cast additional Ballots on account of Bondholder Claims or other Claims in Class 3A under the Plan, you must complete Item 3. With respect to any additional Ballots relating to Bondholder Claims, please provide the following with respect to such Claims: (a) your name as beneficial owner of the Bonds being voted or the account number under which such Bonds are held; (b) the name of the broker, bank, dealer or other agent or nominee account that corresponds to your name or account number, if applicable; and (c) the aggregate principal amount of Bonds held and voted (broken out by account, if applicable). One line should be used to identify each such separate account or Bond. Do not include in Item 3 information relating to Bondholder Claims being voted on the same Ballot in Item 2. With respect to any additional Ballots relating to Claims in Class 3A other than Bondholder Claims, please provide the following: (a) your name as beneficial owner of such Claims and (b) the aggregate principal amount of such Claims. Only information relating to other Ballots voted on account of other Claims in Class 3A under the Plan should be included in Item 3. Please note that the information provided in Items 1 and 3 must, taken together, identify *all* of your Claims in Class 3A under the Plan.
4. Your Bondholder Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules have been approved by order of the Court and are set forth in the Notice of (A) Deadline for Casting Votes to Accept or Reject Amended Joint Plan of Liquidation, (B) Hearing to Consider Confirmation of Amended Joint Plan of Liquidation and (C) Related Matters included with your solicitation package. The temporary allowance of your Bondholder Claim for voting purposes does not constitute an allowance of your Bondholder Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*e.g.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Bondholder Claim for voting purposes, you must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing your Bondholder Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) February 15, 2010 or (b) ten days after the date of service of a notice of an objection, if any, to your Bondholder Claim. Unless the Bankruptcy Court orders otherwise, your Bondholder Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Bondholder Claim will be counted as a vote in such lesser amount.

Ballot No. 3A - Individual Ballots for Class 3A Claims Under or Evidenced By the Bonds
(For Use by Individual Holders Returning Ballot Directly to the Master Ballot Agent)

5. The attached Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. *Holders of Bonds should not surrender any certificates representing their Bonds at this time, and neither the Debtors nor the Solicitation and Tabulation Agent will accept delivery of any such certificates transmitted together with a Ballot.*
6. The Ballot does not constitute and shall not be deemed a proof of Claim or an assertion of a Claim.
7. If you cast more than one Ballot voting the same Bondholder Claim prior to the Mailing Deadline (with respect to which Claim you are the beneficial owner but not the holder of record), the last properly executed Ballot received by the Master Ballot Agent before the Mailing Deadline will be deemed to reflect your intent to either accept or reject the Plan.

**PLEASE RETURN YOUR BALLOT PROMPTLY.
BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS.**

**THE MASTER BALLOT AGENT
WILL *NOT* ACCEPT BALLOTS BY E-MAIL OR FACSIMILE TRANSMISSION.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING
THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE
SOLICITATION AND TABULATION AGENT, EPIQ BANKRUPTCY SOLUTIONS, LLC,
BY (I) TOLL-FREE TELEPHONE FOR U.S. AND CANADIAN CALLERS AT (877) 271-1568
OR (II) FOR INTERNATIONAL CALLERS (OUTSIDE THE U.S. AND CANADA) AT +1-503-597-7708.**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Old Carco LLC : Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), *et al.*, :
:
Debtors. : (Jointly Administered)
:
-----X

**AMENDED BALLOT FOR ACCEPTING OR REJECTING
JOINT PLAN OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION**

**FOR USE BY BENEFICIAL OWNERS AND REGISTERED HOLDERS OF THE
12.375% DEBENTURES ISSUED UNDER THE INDENTURE, DATED AS OF MARCH 1, 1985, AS AMENDED
AND SUPPLEMENTED (CUSIP NO. 233893AA4) (COLLECTIVELY, THE "BONDS") ISSUED BY OLD CARCO LLC**

**CLASS 3A: GENERAL UNSECURED CLAIMS, INCLUDING CLAIMS
UNDER OR EVIDENCED BY THE BONDS (THE "BONDHOLDER CLAIMS")**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN
IS 5:00 P.M., PREVAILING EASTERN TIME, ON MARCH 2, 2010
(THE "VOTING DEADLINE").**

This Ballot is submitted to you to solicit your vote to accept or reject the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~December 14~~ January 19, 2009 2010 (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan (i) is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class of Claims who vote on the Plan, and (ii) otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan; and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to (i) Old Carco LLC (f/k/a Chrysler LLC) Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, FDR Station, P.O. Box 5014, New York, New York 10150-5014 (by United States mail); or (ii) Old Carco LLC (f/k/a Chrysler LLC) Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017 (by overnight delivery or personal courier), so that it is received by the deadline indicated above.

**THIS BALLOT IS NOT A LETTER OF TRANSMITTAL AND MAY NOT BE USED
FOR ANY PURPOSE OTHER THAN TO VOTE TO ACCEPT OR REJECT THE PLAN.
HOLDERS SHOULD NOT SURRENDER CERTIFICATES REPRESENTING THEIR BONDS
AT THIS TIME, AND NEITHER THE DEBTORS NOR THEIR SOLICITATION AND TABULATION AGENT
WILL ACCEPT DELIVERY OF ANY SUCH CERTIFICATES. BALLOTS SHOULD NOT BE SENT TO THE DEBTORS.**

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**PLEASE COMPLETE ITEMS 1 THROUGH 3. IF NEITHER THE "ACCEPT" NOR "REJECT" BOX IS CHECKED IN
ITEM 2, OR IF BOTH BOXES ARE CHECKED IN ITEM 2, THIS BALLOT WILL NOT BE COUNTED AS HAVING BEEN
CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE
VALID OR COUNTED AS HAVING BEEN CAST.**

Item 1. Voting Classification and Amount. The undersigned, the beneficial owner(s) and registered holder(s), as of December 31, 2009, of Bonds (*i.e.*, the undersigned hold(s) the actual certificates evidencing such ownership), held Bondholder Claims in Class 3A under the Plan on such date in the aggregate unpaid principal amount of:

\$ _____
(enter amount)

Item 2. Vote. The undersigned, (a) holder(s) of Bondholder Claims in Class 3A under the Plan as of December 31, 2009, as described in Item 1 above, vote(s) all such Claims to (check one box):

ACCEPT the Plan.

REJECT the Plan.

If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on this Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities. Accordingly, if you vote to accept the Plan and the Plan is confirmed you will not be able to pursue certain claims or cause of action against the Debtors and certain other Released Parties as described in the Plan and the Disclosure Statement.

If Class 3A or Class 2A rejects the Plan (i.e., less than two thirds in amount and less than one-half in number of the allowed claims in either such class fails to vote in favor of the Plan), no property will be distributed to or retained by the holders of Allowed Claims in Class 3A, and such Claims will be extinguished on the Effective Date.

Item 3. Certification Regarding Votes Cast on Other Ballots in Respect of Class 3A Claims Under the Plan. If the beneficial owner(s) on behalf of which this Ballot is being cast (each, a "Beneficial Owner") has (have) cast other Ballots on account of the beneficial ownership of any Bonds or other Claims in Class 3A under the Plan, the undersigned certifies (certify) that the requisite information regarding any other Ballots cast by the Beneficial Owner(s) has been included in the tables below (or on additional sheets attached hereto). Do not include in the following tables information relating to Bondholder Claims being voted on this Ballot. Only information relating to other Ballots cast by the Beneficial Owner(s) on account of the beneficial ownership of ~~Claim~~ Claims in Class 3A under the Plan should be identified in this Item 3. Please attach additional sheets if necessary.

OTHER BALLOTS CAST IN RESPECT OF CLASS 3A CLAIMS			
	Beneficial Owner's Name or Record Holder Customer Account Number(s)	Broker, Bank, Dealer or Other Agent or Nominee Through Which Bonds Are Held (if applicable)	Aggregate Principal Amount of Other Class 3A Claims Held and Voted
1.			
2.			
3.			

To be counted, a Beneficial Owner must vote *all* of its Bondholder Claims and other Class 3A Claims under the Plan either to accept or reject the Plan. No split votes will be permitted.

Ballot No. 3B - Individual Ballots for Class 3A Claims Under or Evidenced By the Bonds
(For Use by Individual Record Holders Returning Ballot Directly to the Solicitation and Tabulation Agent)

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledge(s) receipt of the Disclosure Statement and the other applicable solicitation materials and certifies (certify) that the undersigned is (are) the Beneficial Owner(s) and registered holder(s) of the Bonds voted on this Ballot or otherwise has (have) full power and authority to vote to accept or reject the Plan as indicated on this Ballot on behalf of the Beneficial Owner(s) and registered holder(s). The undersigned understand(s) that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as having been cast.

The signature(s) below must conform to the name(s) shown on the certificate(s) representing the Bonds being voted herein. When such Bonds are registered in the names of more than one person, all such Beneficial Owners must sign below. Please attach additional signature sheets if more than one Beneficial Owner is voting by means of this Ballot.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

**VOTING INFORMATION AND
INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Please indicate acceptance or rejection of the Plan in the boxes provided in Item 2 of the Ballot. **If you vote to accept the Plan, you are specifically consenting to the releases contained in the Plan with respect to all Claims voted on the Ballot. Such releases include, but are not limited to, the releases contained in Section III.E.5 of the Plan, which include the release of claims and causes of action against the Debtors and certain nondebtor entities.** Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to Epiq Bankruptcy Solutions, LLC (the "Solicitation and Tabulation Agent") at the applicable following address:

BY UNITED STATES MAIL:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5014
New York, New York 10150-5014

BY OVERNIGHT COURIER OR PERSONAL DELIVERY:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, New York 10017

Ballots must be received by the Solicitation and Tabulation Agent by 5:00 p.m., prevailing Eastern Time, on March 2, 2010 (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Solicitation and Tabulation Agent is enclosed for your convenience. *Ballots submitted by e-mail or facsimile transmission will not be accepted. Ballots should not be sent to the ~~Debtor~~ Debtors.*

2. If you hold Claims in more than one voting Class under the Plan, or if you hold multiple Claims within the same voting Class under the Plan, you may receive a separate Ballot for each such Claim, coded by Class number and description, and a set of solicitation materials. You may also receive more than one Ballot if you: (a) are the beneficial owner of Bonds held in street name through more than one "Master Ballot Agent" (*i.e.*, a broker, bank, dealer or other agent or nominee); or (b) are the beneficial owner of Bonds registered in your own name as well as the beneficial owner of Bonds registered in street name. **Each Ballot you receive is for voting only your Claim described on the Ballot. The attached Ballot is designated only for voting Bondholder Claims by beneficial owners who are holders of record. Please complete and return each Ballot you receive.** You must vote all of your Bondholder Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Bondholder Claims under the Plan and the Ballots are not voted in the same manner, such Ballots will not be counted.
3. If you have cast additional Ballots on account of Bondholder Claims or other Claims in Class 3A under the Plan, you must complete Item 3. With respect to any additional Ballots relating to Bondholder Claims, please provide the following with respect to such Claims: (a) your name as beneficial owner of the Bonds being voted or the account number under which such Bonds are held; (b) the name of the broker, bank, dealer or other agent or nominee account that corresponds to your name or account number, if applicable; and (c) the aggregate principal amount of Bonds held and voted (broken out by account, if applicable). One line should be used to identify each such separate account or Bond. Do not include in Item 3 information relating to Bondholder Claims being voted on the same Ballot in Item 2. With respect to any additional Ballots relating to Claims in Class 3A other than Bondholder Claims, please provide the following: (a) your name as beneficial owner of such Claims and (b) the aggregate principal amount of such Claims. Only information relating to other Ballots voted on account of other Claims in Class 3A under the Plan should be included in Item 3. Please note that the information provided in Items 1 and 3 must, taken together, identify *all* of your Claims in Class 3A under the Plan.
4. Your Bondholder Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules have been approved by order of the Court and are set forth in the Notice of (A) Deadline for Casting Votes to Accept or Reject Amended Joint Plan of Liquidation, (B) Hearing to Consider Confirmation of Amended Joint Plan of Liquidation and (C) Related Matters included with your solicitation package. The temporary allowance of your Bondholder Claim for voting purposes does not constitute an allowance of your Bondholder Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (*e.g.*, the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Bondholder Claim for voting purposes, you must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing your Bondholder Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is

Ballot No. 3B - Individual Ballots for Class 3A Claims Under or Evidenced By the Bonds
(For Use by Individual Record Holders Returning Ballot Directly to the Solicitation and Tabulation Agent)

received by the later of (a) February 15, 2010 or (b) ten days after the date of service of a notice of an objection, if any, to your Bondholder Claim. Unless the Bankruptcy Court orders otherwise, your Bondholder Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Bondholder Claim will be counted as a vote in such lesser amount.

5. The attached Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. *Holders of Bonds should not surrender any certificates representing their Bonds at this time, and neither the Debtors nor the Solicitation and Tabulation Agent will accept delivery of any such certificates transmitted together with a Ballot.*
6. The Ballot does not constitute and shall not be deemed a proof of Claim or an assertion of a Claim.
7. If you cast more than one Ballot voting the same Bondholder Claim prior to the Voting Deadline, the last properly executed Ballot received by the Solicitation and Tabulation Agent before the Voting Deadline will supersede any prior Ballots.

**PLEASE RETURN YOUR BALLOT PROMPTLY.
BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS.**

**THE SOLICITATION AND TABULATION AGENT
WILL *NOT* ACCEPT BALLOTS BY E-MAIL OR FACSIMILE TRANSMISSION.**

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST
YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING
THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE
SOLICITATION AND TABULATION AGENT, EPIQ BANKRUPTCY SOLUTIONS, LLC,
BY (I) TOLL-FREE TELEPHONE FOR U.S. AND CANADIAN CALLERS AT (877) 271-1568
OR (II) FOR INTERNATIONAL CALLERS (OUTSIDE THE U.S. AND CANADA) AT +1-503-597-7708.**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), et al.,	:	
	:	(Jointly Administered)
Debtors.	:	
-----X		

**MASTER BOND BALLOT FOR ACCEPTING OR REJECTING
AMENDED JOINT PLAN OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION**

**FOR USE BY BROKERS, BANKS, DEALERS AND OTHER AGENTS
OR NOMINEES FOR BENEFICIAL OWNERS OF THE 12.375% DEBENTURES
ISSUED UNDER THE INDENTURE, DATED AS OF MARCH 1, 1985, AS AMENDED AND
SUPPLEMENTED (CUSIP NO. 233893AA4) (COLLECTIVELY, THE "BONDS") ISSUED BY OLD CARCO LLC**

**CLASS 3A: GENERAL UNSECURED CLAIMS, INCLUDING CLAIMS
UNDER OR EVIDENCED BY THE BONDS (THE "BONDHOLDER CLAIMS")**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 P.M., PREVAILING EASTERN TIME, ON MARCH 2, 2010**

This Master Bond Ballot is to be used by brokers, banks, dealers or other agents or nominees for summarizing votes cast by beneficial owners holding Bonds to accept or reject the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (the "Plan") described in the accompanying Disclosure Statement, dated ~~December 14~~ January 19, 2009 ~~2010~~ (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

**THIS MASTER BOND BALLOT IS NOT A LETTER OF TRANSMITTAL AND
MAY NOT BE USED FOR ANY PURPOSE OTHER THAN TO VOTE TO ACCEPT OR REJECT THE
PLAN. HOLDERS SHOULD NOT SURRENDER CERTIFICATES REPRESENTING THEIR BONDS AT
THIS TIME, AND NEITHER THE DEBTORS NOR THEIR SOLICITATION AND TABULATION AGENT WILL
ACCEPT DELIVERY OF ANY SUCH CERTIFICATES. BALLOTS SHOULD NOT BE SENT TO THE DEBTORS.**

**PLEASE READ THE ATTACHED VOTING INFORMATION
AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**PLEASE COMPLETE ITEMS 1 THROUGH 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES
BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.**

Item 1. Tabulation of Beneficial Owner Voting. The undersigned certifies that:

- a. **Acceptances.** _____ beneficial owners of Bonds in the aggregate unpaid principal amount of \$ _____ have delivered duly completed individual ballots (the "Form 3A Individual Bond Ballots") to the undersigned voting to **ACCEPT** the Plan; and
- b. **Rejections.** _____ beneficial owners of Bonds in the aggregate unpaid principal amount of \$ _____ have delivered duly completed Form 3A Individual Bond Ballots to the undersigned voting to **REJECT** the Plan.

Item 2. Beneficial Owner Information. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial owners of Bonds, as identified by their respective account numbers, that have delivered duly completed Form 3A Individual Bond Ballots to the undersigned voting to accept or reject the Plan.

(Please complete the information requested below. Attach additional sheets if necessary.)

BENEFICIAL OWNER	PRINCIPAL AMOUNT OF BONDS VOTED:	
	To ACCEPT the Plan	To REJECT the Plan
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
TOTALS		

Item 3. Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that the information provided below (including any information on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 3 of each Form 3A Individual Bond Ballot received from a beneficial owner of Bonds.

(Please complete the information requested below. Attach additional sheets if necessary.)

Your Customer Account Number For Each Beneficial Holder	INFORMATION TO BE TRANSCRIBED FROM ITEM 3 OF BENEFICIAL OWNERS' FORM 3A INDIVIDUAL BOND BALLOTS REGARDING OTHER BALLOTS CAST IN RESPECT OF CLASS 3A CLAIMS		
	Beneficial Owner's Name or Customer Account Number for Other Account	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account (If Applicable)	Aggregate Principal Amount of Other Class 3A Claims Held and Voted
1.			
2.			
3.			

Item 4. Additional Certifications. The undersigned certifies that each beneficial owner of Bonds whose votes are being transmitted by this Master Bond Ballot has been provided with a copy of the Disclosure Statement and the other applicable solicitation materials and that the Form 3A Individual Bond Ballot received from each such beneficial owner or a copy thereof is and will remain on file with the undersigned subject to inspection for a period of one year following the Voting Deadline.

Item 5. Registered Owner. The undersigned certifies that it is the registered owner in its own name or through a position held at a securities depository of the Bonds identified in Item 2 above.

Name

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed

DTC Participant Number

**VOTING INFORMATION AND
INSTRUCTIONS FOR COMPLETING THE BALLOT**

1. Complete the Master Bond Ballot by providing all the information requested and sign, date and return the Master Bond Ballot by mail, overnight courier, personal delivery or e-mail to Epiq Bankruptcy Solutions, LLC, (the "Solicitation and Tabulation Agent") at the applicable following address:

BY UNITED STATES MAIL:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5014
New York, New York 10150-5014
tabulation@epiqsystems.com

BY OVERNIGHT COURIER OR PERSONAL DELIVERY:

Old Carco LLC (f/k/a Chrysler LLC)
Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, New York 10017
tabulation@epiqsystems.com

Master Bond Ballots must be received by the Solicitation and Tabulation Agent by 5:00 p.m., prevailing Eastern Time, on March 2, 2010 (the "Voting Deadline"). If a Master Bond Ballot is received after the Voting Deadline, it will not be counted. *Ballots submitted by facsimile will not be accepted. Ballots, however, may be submitted by e-mail to the Solicitation and Tabulation Agent at tabulation@epiqsystems.com. Ballots should not be sent to the Debtors.*

2. The attached Master Bond Ballot is not a letter of transmittal and may not be used for any purpose other than to transmit votes to accept or reject the Plan. *Holders of Bonds should not surrender certificates representing their Bonds at this time, and neither the Debtors nor the Solicitation and Tabulation Agent will accept delivery of any such certificates transmitted together with a Master Bond Ballot.*
3. With respect to any Form 3A Individual Bond Ballots returned to you by a beneficial owner of Bonds on or before 5:00 p.m., prevailing Eastern Time, on the date ~~identified on the front of the Form 3A Individual Bonds~~ specified by the Master Ballot Agent (the "Mailing Deadline"),¹ you must complete a Master Bond Ballot, return it to the Solicitation and Tabulation Agent and retain such Form 3A Individual Bond Ballots for inspection for a period of one year following the Voting Deadline.
4. If, in addition to acting as broker, bank, dealer or agent or other nominee, you also are a beneficial owner of any Bonds and you wish to vote such Bonds beneficially held by you, you may either complete a Form 3A Individual Bond Ballot or add your vote to the attached Master Bond Ballot. If you choose to complete a Form 3A Individual Bond Ballot, please refer to the instructions accompanying the Form 3A Individual Bond Ballot.
5. Multiple Master Bond Ballots may be completed and delivered to the Solicitation and Tabulation Agent. Votes reflected by multiple Master Bond Ballots will be counted except to the extent that they are duplicative of other Master Bond Ballots. If two or more Master Bond Ballots are inconsistent, the latest-dated properly executed Master Bond Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Bond Ballot. If more than one Master Bond Ballot is submitted and the later Master Bond Ballot(s) supplement(s) rather than supersede(s) the earlier Master Bond Ballot(s), please mark the subsequent Master Bond Ballot(s) with the words "Additional Vote" or such other language as you customarily use to indicate an additional vote that is not meant to revoke an earlier vote.
6. Please note that Item 2 of the Master Bond Ballot requests that you transcribe information from Item 3~~1~~ of each Form 3A Individual Bond Ballot or attach a schedule to the Master Bond Ballot in the indicated format providing information for each individual beneficial owner of Bonds on whose behalf you are executing a Master Bond Ballot. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner. If a single customer has more than one account with the identical registration, only list that customer once in the schedule requested by Item 2. The total principal amount of all accounts voted with respect to a single customer should be listed in a single schedule entry, so that each line will represent a different beneficial owner.

¹ ~~Prior to~~ In connection with distributing the Form 3A Individual Bond Ballots, ~~you are required to fill in the information on the Form 3A~~ the Master Ballot Agents must inform the Individual ~~Bond Ballots regarding~~ Record Holders of the Mailing Deadline and the manner for submission of such Ballots.

7. Please note that Item 3 of the Master Bond Ballot requests that you provide information or attach a schedule to the Master Bond Ballot in the indicated format by transcribing any information provided in Item 3 of each Form 3A Individual Bond Ballot received from a beneficial owner for which you are executing a Master Bond Ballot. Please also include your customer account number for each entry in Item 3.
8. Please note that each beneficial owner must vote all of its Claims in Class 3A under the Plan either to accept or reject the Plan. A beneficial owner may not split its vote. Moreover, all holders of any portion of a single Claim will be (a) treated as a single creditor for voting purposes and (b) required to vote every portion of such Claim collectively to either accept or reject the Plan. Further, for purposes of computing the Master Bond Ballot vote, each voting beneficial owner should be deemed to have voted the full amount of its holdings of Bonds according to your records or such lesser amount identified by the beneficial holder on its Form 3A Individual Bond Ballot. Any executed Form 3A Individual Bond Ballot that (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and a rejection of the Plan or (c) is received by you after the Mailing Deadline should not be counted on the Master Bond Ballot as having been cast.
9. If a beneficial owner casts more than one Ballot voting the same Claim prior to the Mailing Deadline, the last such properly executed Ballot received (as determined by you) should be deemed to reflect such beneficial owner's intent to either accept or reject the Plan.
10. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtors will reimburse you for customary mailing and handling expenses incurred by you in forwarding Form 3A Individual Bond Ballots and accompanying solicitation packages to your client.
11. This Master Bond Ballot does not constitute and shall not be deemed a proof of Claim or an assertion of a Claim.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE THE DESIGNATION OF YOU OR ANY OTHER PERSON AS AN AGENT OF ANY OF THE DEBTORS OR THE SOLICITATION AND TABULATION AGENT OR AUTHORIZE YOU OR ANY PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE SOLICITATION MATERIALS ENCLOSED HERewith.

**PLEASE RETURN YOUR BALLOT PROMPTLY.
BALLOTS SHOULD *NOT* BE SENT TO THE DEBTORS.**

**THE SOLICITATION AND TABULATION AGENT
WILL *NOT* ACCEPT MASTER BOND BALLOTS BY FACSIMILE TRANSMISSION.**

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AND TABULATION AGENT, EPIQ BANKRUPTCY SOLUTIONS, LLC, BY (I) TOLL-FREE TELEPHONE FOR U.S. AND CANADIAN CALLERS AT (877) 271-1568 OR (II) FOR INTERNATIONAL CALLERS (OUTSIDE THE U.S. AND CANADA) AT +1-503-597-7708.

ANNEX 2

(Solicitation Package and General Procedures)

THE SOLICITATION PACKAGE AND GENERAL PROCEDURES

a. ~~The Solicitation Package, comprised of the materials required to be provided to holders of Claims and Interests under Bankruptcy Rule 3017(d), will be mailed to appropriate parties in interest after the Bankruptcy Court has approved the contents of the Disclosure Statement as containing adequate information, as required by section 1125 of the Bankruptcy Code. Specifically, the~~ Debtors will mail Solicitation Packages or cause such Solicitation Packages to be mailed by U.S. mail, postage prepaid, to holders of Claims in classes entitled to vote and other parties as described in paragraph ~~f~~e below.

b. Except as set forth in paragraphs d and e below, Solicitation Packages will contain copies of the following items:

- (i) a cover letter describing the contents of the Solicitation Package;
- (ii) the Confirmation Hearing Notice;
- (iii) the Disclosure Statement together with the exhibits thereto, including the Plan, in either (1) printed format or (2) electronic format on a CD-ROM containing the same materials that have been filed with the Court before the date of the mailing, except as set forth below with respect to parties in Classes 1, 2D, 3B and 4B;¹
- (iv) for parties receiving the CD-ROM, instructions for the use of such CD-ROM and information about how to obtain, at no charge, hard copies of any materials that are provided on the CD-ROM, which may be included in the cover letter described in item (i) above;
- (v) ~~any~~ letters from the Debtors and the Creditors' Committee, recommending acceptance of the Plan;² and
- (vi) for holders of Claims in voting Classes, an appropriate form of Ballot, and a Ballot return envelope ~~and such other materials as the Court may direct~~.

c. In addition to the service procedures outlined above: (i) the Plan, the Disclosure Statement and, once they are filed, all exhibits to both documents will be made available at no charge via the internet at <http://www.chryslerrestructuring.com>; (ii) the Debtors will provide parties in interest (at no charge) with hard copies of the Plan and/or the Disclosure

~~¹ The Disclosure Statement and the Plan, including exhibits, total nearly 200 pages in length. Accordingly, to reduce substantially the administrative costs associated with printing and mailing such a voluminous document, the Debtors may serve the Disclosure Statement and the Plan (including any exhibits thereto) via CD-ROM instead of in printed format to all parties.~~

~~² The Debtors reserve the right to include letters setting forth recommendations with respect to the Plan in the Solicitation Package. The Debtors intend to file copies of any such letters with the Court prior to the hearing on the Motion.~~

Statement upon written request; and (iii) the Debtors will separately file copies of all exhibits to the Plan with the Court no later than five business days before the Confirmation Hearing.

d. Solicitation Packages for holders of Claims or Interests in Classes 1 and 2D under the Plan will include only the Confirmation Hearing Notice and the Notice of Non-Voting Status. Solicitation Packages for holders of unclassified Claims under the Plan will include only the Confirmation Hearing Notice. Because the holders of Claims or Interests in Classes 3B (Intercompany Claims) and 4B (Subsidiary Debtor Equity Interests) under the Plan are (i) either Debtors or affiliates of Debtors and (ii) either unimpaired or impaired but deemed to accept the Plan, the Debtors will not provide any Solicitation Packages or other notices (including the Notice of Non-Voting Status) to the holders of these Claims or Interests.

e. Except as described above or on Exhibit H Annex 4 to ~~the Motion~~ this Order, the Solicitation Packages will be mailed not less than 30 days prior to the Confirmation Objection Deadline to:

- (i) all persons or entities that have timely filed proofs of Claim on or before the Record Date (or their transferees in accordance with paragraph 477 of ~~the Motion~~ this Order), other than a proof of Claim filed by the Indenture Trustee or a Bondholder asserting a Claim under or evidenced by the Bonds;³¹
- (ii) all persons or entities identified in the Debtors' respective schedules of assets and liabilities filed on August 12, 2009 (collectively with any amendments thereto, the "Schedules") as holding liquidated, noncontingent, undisputed Claims as of the Record Date (or their transferees in accordance with paragraph 477 of ~~the Motion~~ this Order);
- (iii) all persons or entities identified in the Debtors' respective Schedules as holding an unliquidated, contingent or disputed Claim and who did not file a proof of Claim; provided, however, that the Solicitation Packages sent to such parties will include only the Confirmation Hearing Notice;
- (iv) ~~(iii)~~ all other known holders of potential Claims against the Debtors, if any, as of the Record Date; provided, however, that the Solicitation Packages sent to such parties will include only the Confirmation Hearing Notice;
- (v) ~~(iv)~~ all parties in interest that have filed notices in accordance with Bankruptcy Rule 2002 in the Debtors' chapter 11 cases on or before the Record Date;

³¹ Special procedures regarding the distribution of Ballots and other solicitation materials to Bondholders and the tabulation of votes with respect to Claims under or evidenced by the Bonds are described on Exhibit H in Annex 4 to ~~the Motion~~ this Order.

(vi) ~~(v)~~ the U.S. Trustee; and

(vii) ~~(vi)~~ all parties to executory contracts or unexpired leases with the Debtors, as reflected on the Debtors' books and records or the Schedules, (A) that have not previously been assumed and assigned pursuant to an order of the Court and (B) that have not previously been rejected by an order of the Court, or have been rejected but with respect to which the bar date for asserting rejection damages claims has not passed as of the Record Date, provided, however, that the Solicitation Packages sent to such parties will include only the Confirmation Hearing Notice.

f. Solicitation Packages will be mailed to known holders of Claims against the Debtors at the following addresses: (i) for persons or entities that have filed proofs of Claim, at the address provided on the face of the filed proof of Claim; (ii) for persons or entities listed on the Debtors' Schedules, at the most current address contained in the Debtors' books and records; and (iii) at the address for a Claim transferee set forth in a valid notice of transfer of Claim or the address provided in any requests for notice filed in accordance with Bankruptcy Rule 2002.

g. Given the size of the mailing, ~~the Debtors anticipate that~~ a number of the Disclosure Statement Hearing Notices ~~will be~~ have been returned by the United States Postal Service as undeliverable as a result of incomplete or inaccurate addresses (collectively, the "Undeliverable Addresses"). The Debtors ~~believe that it would be costly and wasteful~~ are not required to mail Solicitation Packages ~~to the Undeliverable Addresses. Therefore, the Debtors request that they be excused from mailing Solicitation Packages~~ to those entities for which the Debtors have only Undeliverable Addresses unless the Debtors are provided with accurate addresses for such entities, in writing, on or before February 15, 2010. If a Solicitation Package is returned as undeliverable, the Solicitation and Tabulation Agent shall resend such Solicitation Package only once, provided that the United States Post Office has included a forwarding address at least five business days before the Voting Deadline.

ANNEX 3
(Tabulation Rules)

**TABULATION RULES AND ESTIMATION
PROCEDURES FOR CLAIMS ENTITLED TO VOTE ON THE PLAN**

Tabulation Rules

a. Unless otherwise provided in the Tabulation Rules described below, a Claim will be deemed temporarily allowed for voting purposes in an amount equal to the full stated amount claimed by the holder of such Claim in any proof of Claim timely filed by the applicable bar date (or otherwise deemed timely filed under applicable law) to the extent that the proof of Claim specifies solely a fixed or liquidated amount.

b. If a Claim is deemed allowed in accordance with the Plan, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth in the Plan, if any.

c. If a Claim for which a proof of Claim has been timely filed is marked or identified as contingent or unliquidated on its face, in whole or in part, such Claim (i) will be temporarily allowed for voting purposes in the greater of (A) the liquidated amount, if any, identified on the face of the Claim or (B) \$1.00; and (ii) any additional or unliquidated amounts shall be temporarily disallowed for voting purposes.

d. If a Claim is (i) either (A) not listed in the Schedules or (B) listed in the Schedules as contingent, unliquidated or disputed and (ii) a proof of Claim was not timely filed or deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, unless the Debtors have consented otherwise in writing, such Claim will be disallowed for voting purposes pursuant to Bankruptcy Rule 3003(c)(2).¹

e. If the Debtors have filed and served an objection to a Claim at least 15 days before the Voting Deadline, such Claim will be temporarily allowed or disallowed for voting purposes in accordance with the relief sought in the objection. If an objection does not identify the proposed amount of a Claim (e.g., if the Claim remains subject to estimation or liquidation), then such Claim will be temporarily allowed in the amount of \$1.00.

f. If the automatic stay has been modified by an order of the Bankruptcy Court at least 15 days before the Voting Deadline to permit a Claim to be adjudicated, in whole or in part, in another court (including an appellate court), such Claim will be temporarily allowed in the liquidated, noncontingent and undisputed amount, if any, identified in the Schedules on account of such Claim or, if such Claim is listed in the Schedules as contingent, unliquidated or disputed, the Claim will be temporarily allowed in the amount of \$1.00.

g. If an avoidance or recovery action has been commenced against the holder of a Claim under sections 542, 543, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code

¹ Bankruptcy Rule 3003(c)(2) provides that "[a]ny creditor or equity security holder whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated shall file a proof of claim or interest within the time prescribed by subdivision (c)(3) of this rule; any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution." Fed. R. Bankr. P. 3003(c)(2).

at least 15 days before the Voting Deadline, then such Claim will be temporarily allowed in the amount of \$1.00.

h. With respect to Claims for liabilities under the Bonds, the amount of such Claims for voting purposes will be the ~~lesser of: (i) the amounts provided on a Record Holder Register or Master Ballot Agent Register (as such terms are defined in Exhibit H to the Motion), as applicable; or (ii) the~~ amounts identified by an Individual Record Holder (as such term is defined in Exhibit H Annex 4 to the Motion this Order) in a Form 3B Individual Bond Ballot or by a Master Ballot Agent on a Master Bond Ballot, ~~in each case calculated in accordance with the terms of this Exhibit E~~ but only to the extent such amounts are evidenced by the Security Position Report (as such term is defined in Annex 4 to this Order).

i. If a Claim holder identifies a Claim amount on its Ballot that is less than the amount otherwise calculated in accordance with these Tabulation Rules, the Claim will be temporarily allowed for voting purposes in the lesser amount identified on such Ballot.

j. If a Claim holder identifies \$0.00 as the Claim amount on its Ballot, such Claim will be disallowed for voting purposes.

k. If a Claim for which a proof of Claim has been timely filed asserts such Claim in a currency other than United States Dollars, then such Claim will be temporarily allowed in the amount of \$1.00.

Estimation of Claims for Voting Purposes

a. If a Claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, or by an agreement between the Debtors and the holder of the Claim (an "Estimation Agreement"), such Claim will be temporarily allowed for voting purposes in the amount so estimated or allowed by the Bankruptcy Court or agreed upon by the parties. The following shall apply to Estimation Agreements:

- With respect to any Estimation Agreement, the Debtors must file a notice of such agreement (an "Estimation Notice") with the Bankruptcy Court and serve such Estimation Notice on the affected creditor and the following parties (collectively, the "Notice Parties"):
 - (i) the Debtors, c/o OLD CARCO LLC, 555 Chrysler Drive, Suite T1001, Auburn Hills, Michigan 48326-2766 (Attn: Ronald E. Kolka);
 - (ii) the OFFICE OF THE UNITED STATES TRUSTEE, SOUTHERN DISTRICT OF NEW YORK, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Andrew D. Velez-Rivera, Esq.);
 - (iii) counsel to the Creditors' Committee, KRAMER LEVIN NAFTALIS & FRANKEL LLP, 1177 Avenue of the Americas,

New York, New York 10036 (Attn: Thomas Moers Mayer, Esq. and Adam C. Rogoff, Esq.);

- (iv) THE UNITED STATES DEPARTMENT OF THE TREASURY, 1500 Pennsylvania Avenue, N.W., Room 2312, Washington, District of Columbia 20220 (Attn: Chief Counsel Office of Financial Stability);
 - (v) of counsel to the U.S. Treasury, CADWALADER, WICKERSHAM & TAFT LLP, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); CADWALADER, WICKERSHAM & TAFT LLP, 700 Sixth Street, N.W., Washington, District of Columbia 20001 (Attn: Douglas Mintz, Esq.);
 - (vi) EXPORT DEVELOPMENT CANADA, 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (Attn: Loan Services & Asset Management/Covenant Officer);
 - (vii) counsel to Export Development Canada, VEDDER PRICE P.C., 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq.); and
 - (viii) counsel to the First Lien Agent, SIMPSON THACHER & BARTLETT LLP, 425 Lexington Avenue, New York, New York 10017-3954 (Attn: Peter V. Pantaleo, Esq.).
- Each Estimation Notice: (i) may address a single Claim or multiple Claims; (ii) shall describe the pertinent terms of the Estimation Agreement between the parties (including the amount(s) in which the creditor's Claim(s) will be temporarily allowed for voting purposes); and (iii) provide that the Notice Parties may file written objections to the Estimation Agreement described therein (an "Estimation Objection") and serve such objection on the Debtors and the Notice Parties no later than the first business day that is at least five days after service of the Estimation Notice (the "Estimation Objection Deadline").
 - If no Estimation Objection is filed and served by the Estimation Objection Deadline with respect to a particular Estimation Agreement, the Claim(s) addressed in the relevant Estimation Agreement will be temporarily allowed for voting purposes as set forth in the Estimation Agreement without further action of the parties or the Bankruptcy Court.
 - If an Estimation Objection is timely filed and served, and such Estimation Objection is not resolved consensually by the parties, the Claim(s) addressed in the relevant Estimation Agreement will not be temporarily allowed for voting purposes as set forth therein unless approved by an order of the Bankruptcy Court. The Debtors may schedule any such

Estimation Objection and the related Estimation Agreement for hearing on not less than five business days' notice. Along with any notice of hearing on a contested Estimation Agreement, the Debtors may file additional briefing in support of the agreement (a "Supplemental Brief"), and parties that filed Estimation Objections, the other parties to the Estimation Agreement and any other Notice Parties will have three business days from the service of the Supplemental Brief to file with the Bankruptcy Court and serve on the Debtors a response to the Supplemental Brief.

|

ANNEX 4

(Bondholder Solicitation Procedures)

SPECIAL SOLICITATION PROCEDURES FOR BONDHOLDERS

a. The Debtors will cause a Solicitation Package or Packages to be mailed by first class mail, postage prepaid, to (i) each holder of record of Bonds as of the Record Date that holds such Bonds, as applicable, in its own name (rather than in street name as a Master Ballot Agent for Beneficial Owners) (collectively, the "Individual Record Holders") and (ii) each Master Ballot Agent for distribution to Beneficial Owners as of the Record Date, in the manner described below.

b. Pursuant to Bankruptcy Rules 1007(i) and 3017(e), to permit such mailing and facilitate the transmittal of Solicitation Packages to any Individual Record Holders and Beneficial Owners of Bonds, the ~~Indenture Trustee will be required to provide the following documents to the Debtors within ten days after the Record Date: (i) a list (or the Solicitation and Tabulation Agent) will request a security position report~~ in appropriate electronic or other format ~~agreed to by the Debtors containing the names, addresses and holdings of the respective Individual Record Holders of showing the banks and brokerage firms holding~~ Bonds as of the Record Date ~~(a "Record Holder Register"); and (ii) a list in appropriate electronic or other format agreed to by the Debtors containing the names and addresses of the applicable Master Ballot Agents and, for each Master Ballot Agent, the aggregate holdings of the Beneficial Owners of Bonds for whom such Master Ballot Agent provides services (the "Master Ballot Agent Register")~~; from The Depository Trust Company (the "Security Position Report").

c. Not less than 30 days prior to the Confirmation Objection Deadline, the Debtors (or the Debtors' agent) will send each Individual Record Holder a Solicitation Package containing the appropriate Form 3B Individual Bond Ballot. The Form 3B Individual Bond Ballot must be completed and returned to the Solicitation and Tabulation Agent so that it is received prior to the Voting Deadline.

d. Upon receipt of the ~~Master Ballot Agent Registers~~ Security Position Report, as promptly as reasonably practicable, the Solicitation and Tabulation Agent or its agent will (i) contact each Master Ballot Agent to determine the number of Solicitation Packages needed by the Master Ballot Agent for distribution to the applicable Beneficial Owners for whom the Master Ballot Agent performs services and (ii) deliver to each Master Ballot Agent a Master Bond Ballot and the requisite number of Solicitation Packages with the appropriate Form 3A Individual Bond Ballots.

e. The Master Ballot Agents will be required to distribute the Solicitation Packages they receive as promptly as ~~possible~~ reasonably practicable to the Beneficial Owners for whom they provide services. In particular, to obtain the votes of the Beneficial Owners, the Master Ballot Agents will include as part of each Solicitation Package sent to a Beneficial Owner a Form 3A Individual Bond Ballot and a return envelope provided by and addressed to the Master Ballot Agent. The Beneficial Owners then must return the Form 3A Individual Bond

⁺ ~~The Indenture Trustee will obtain from the holders of record of all Bonds held in street name a "security position listing," which will identify the Master Ballot Agents and permit the Solicitation and Tabulation Agent to complete the Master Ballot Agent Registers, and will deliver such security position listings to the Solicitation and Tabulation Agent within five business days after the Record Date.~~

Ballots to the Master Ballot Agent in the manner and by the deadline directed by the Master Ballot Agent (the "Mailing Deadline") in the instructions accompanying the Form 3A Individual Bond Ballots.² Upon receipt of the completed Form 3A Individual Bond Ballots from the Beneficial Owners, the Master Ballot Agent will summarize the votes of its respective Beneficial Owners on a Master Bond Ballot in accordance with the instructions attached to the Master Bond Ballot. See the Form 3C Master Bond Ballots attached as part of Exhibit C Annex 1 to the Motion Order. The Master Ballot Agent must return the Master Bond Ballot to the Solicitation and Tabulation Agent so that it is received prior to the Voting Deadline.

f. The Debtors will serve a copy of ~~the order of the Court approving the Solicitation Procedures described in the Motion~~ this Order, along with a copy of the Motion, on (i) the Indenture Trustee; (ii) each known entity that is serving as a Master Ballot Agent; and (iii) Broadridge Financial Solutions, Inc., which is an intermediary that processes voting materials for many brokerage firms and banks. Upon written request, the Debtors will reimburse such entities (or their agents) in accordance with customary procedures for their reasonable, actual and necessary out-of-pocket expenses incurred in performing the tasks described above. No other fees, commissions or other remuneration will be payable to any Master Ballot Agent (or their agents or intermediaries) in connection with the distribution of Solicitation Packages to Beneficial Owners or the completion of Master Bond Ballots.

g. With respect to the tabulation of Ballots cast by Individual Record Holders and Beneficial Owners of Bonds, the following procedures will apply:

- All Master Ballot Agents will be required to retain the Form 3A Individual Bond Ballots cast by their respective Beneficial Owners for inspection for a period of one year following the Voting Deadline.
- The Solicitation and Tabulation Agent will compare ~~(i)~~ the votes cast by Individual Record Holders and Beneficial Owners to ~~(ii)~~ the applicable ~~Record Holder Registers and the Master Ballot Agent Registers, respectively~~ Security Position Report. Votes submitted by an Individual Record Holder on a Form 3B Individual Bond Ballot will not be counted in excess of the record position in the applicable Bonds for that particular Individual Record Holder, as identified on a ~~Record Holder Register~~ Security Position Report. Votes submitted by a Master Ballot Agent on a Master Bond Ballot will not be counted in excess of the aggregate position in the Bonds of the Master Ballot Agent, as identified in a ~~Master Ballot Agent Register~~ Security Position Report. The submission of a Form 3B Individual Bond Ballot or a Master Bond Ballot reflecting an aggregate amount of voting Claims that exceeds the record position as identified on a ~~Record Holder Register or the aggregate position identified on a Master Ballot Agent Register,~~

² ~~Prior to~~ In connection with distributing the Form 3A Individual Bond Ballots, the Master Ballot Agents ~~will be required to fill in the information on the Form 3A~~ shall inform the Individual ~~Bond Ballots regarding~~ Record Holders of the Mailing Deadline and the manner for submission of such Ballots. See the Form 3A Individual Bond Ballots attached ~~to the Motion~~ as part of Exhibit C Annex 1 to this Order.

~~respectively,~~ Security Position Report is referred to herein as an "overvote."

- To the extent that a Form 3B Individual Bond Ballot submitted by an Individual Record Holder contains an overvote or otherwise conflicts with a ~~Record Holder Register~~ Security Position Report, the Solicitation and Tabulation Agent will tabulate the Individual Record Holder's vote to accept or reject the Plan based upon the information contained in the applicable ~~Record Holder Register~~ Security Position Report.
- To the extent that a Master Bond Ballot contains an overvote or votes that otherwise conflict with a ~~Master Ballot Agent Register~~ the Security Position Report, the Solicitation and Tabulation Agent will attempt to resolve the overvote or conflicting vote ~~prior to the Voting Deadline~~.
- To the extent that an overvote or a conflicting vote on a Master Bond Ballot is not reconciled prior to the ~~Voting Deadline~~ preparation of the Tabulation Affidavit, the Solicitation and Tabulation Agent (i) will calculate the respective percentage of the total stated amount of the Master Bond Ballot voted by each respective Beneficial Owner, (ii) will multiply such percentage for each Beneficial Owner by the amount of aggregate holdings for the applicable Master Ballot Agent identified on the applicable ~~Master Ballot Agent Register~~ Security Position Report and (iii) will tabulate votes to accept or reject the Plan based on the result of this calculation. The Debtors reserve the right to challenge the appropriateness of this calculation in any given case by seeking a determination of the Court within three business days after the final voting results are certified by the Solicitation and Tabulation Agent.
- A single Master Ballot Agent may complete and deliver to the Solicitation and Tabulation Agent multiple Master Bond Ballots summarizing the votes of Beneficial Owners of Bonds. Votes reflected on multiple Master Bond Ballots will be counted, except to the extent that they are duplicative of other Master Bond Ballots. If two or more Master Bond Ballots are inconsistent, the latest dated Master Bond Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Bond Ballot.
- The tabulation of votes by Individual Record Holders and Beneficial Owners will be subject to the additional provisions contained in Exhibit E Annex 3 and ~~paragraph 33~~ paragraphs 9 and 10 of ~~the Motion~~ this Order.

ANNEX 5

(Confirmation Hearing Notice)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re : Chapter 11
Old Carco LLC :
(f/k/a Chrysler LLC), et al.,¹ : Case No. 09-50002 (AJG)
: (Jointly Administered)
Debtors. :
-----X

**NOTICE OF (A) DEADLINE FOR CASTING
VOTES TO ACCEPT OR REJECT AMENDED JOINT PLAN OF
LIQUIDATION, (B) HEARING TO CONSIDER CONFIRMATION
OF AMENDED JOINT PLAN OF LIQUIDATION AND (C) RELATED MATTERS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On ~~December 14~~ January 19, 2009 ~~2010~~, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed: (a) the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. ~~16236~~) (as the same may be amended or modified, the "Plan"); and (b) the related Disclosure Statement with Respect to Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. ~~16237~~) (as the same may be amended or modified, the "Disclosure Statement").²

2. Pursuant to the Order (I) Approving Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Amended Joint Plan of Liquidation, (III) Scheduling Hearing on Confirmation of Amended Joint Plan of Liquidation and (IV) Approving Related Notice Procedures (Docket No. [___]), dated January [], 2010 (the "Solicitation Procedures Order"), the Disclosure Statement and certain related materials (collectively, the "Solicitation Materials") have been approved for solicitation of votes to accept or reject the Plan.³

3. A hearing to consider the confirmation of the Plan (the "Confirmation Hearing") will be held before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, in Room 523 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 (the "Bankruptcy Court") **on March 16, 2010, at 10:00 a.m., Eastern Time.**

¹ A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at <http://www.chryslerrestructuring.com>.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Solicitation Procedures Order.

³ ~~Capitalized terms not otherwise defined herein have the meanings given to them in the Solicitation Procedures Order or the applicable exhibits to the Motion.~~

4. Pursuant to the Solicitation Procedures Order, the Court approved certain procedures for tabulation of votes to accept or reject the Plan. If you are the holder of a Claim against the Debtors as of December 31, 2009 (the record date as established by the Solicitation Procedures Order) in a class entitled to vote on the Plan, you have received with this Notice a ballot form (a "Ballot") and voting instructions appropriate for your Claim, as well as a copy of the Disclosure Statement and related solicitation materials. The following procedures apply with respect to voting your Claim:

- a. Except as provided in subparagraph (b) below, for your vote to accept or reject the Plan to be counted, you must complete all required information on the Ballot, execute the Ballot and return the completed Ballot to the address indicated on the Ballot so that it is received by 5:00 p.m., Eastern Time, on March 2, 2010 (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot or to return a properly completed Ballot so that it is received by the Voting Deadline may disqualify your Ballot and your vote. You are encouraged to read the voting instructions carefully and review the Disclosure Statement before you vote.
- b. IF YOUR CLAIM IS BASED ON OBLIGATIONS OWED UNDER THE BONDS,³ SPECIAL VOTING PROCEDURES AND DEADLINES MAY APPLY. YOU ARE URGED TO READ CAREFULLY ALL INSTRUCTIONS RECEIVED WITH YOUR SOLICITATION MATERIALS TO ENSURE THAT YOUR BALLOT IS PROPERLY COMPLETED AND TIMELY SUBMITTED.
- c. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with the tabulation rules set forth in paragraph 5 below, which were approved by the Court in the Solicitation Procedures Order (collectively, the "Tabulation Rules").

³ "Bonds" means, ~~collectively,~~ the ~~12.375%~~ debentures issued under ~~the that certain~~ Indenture, dated as of March 1, 1985, ~~between Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee, as amended and supplemented by the Supplemental Indenture dated as of May 30, 1986 among Chrysler Holding Corporation, Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee; the Supplemental Indenture dated as of December 31, 1989 between Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee; the Third Supplemental Indenture dated as of May 1, 1990 between Chrysler Corporation and Manufacturers Hanover Trust Company, as trustee; the Fourth Supplemental Indenture dated as of February 15, 1999 among DaimlerChrysler Corporation, DaimlerChrysler AG (now known as Daimler AG), as guarantor, and State Street Bank and Trust Company, as successor trustee; and the Fifth Supplemental Indenture dated as of July 30, 2007 among DaimlerChrysler Company LLC (as successor in interest to Chrysler Corporation), as issuer;~~ ~~DaimlerChrysler AG (now known as Daimler AG), as guarantor;~~ and U.S. Bank National Association, as ~~successor trustee to Manufacturers Hanover Trust Company, as amended and supplemented by the First Supplemental Indenture, dated as of May 30, 1986; the Second Supplemental Indenture, dated as of December 31, 1989; the Third Supplemental Indenture, dated as of May 1, 1990; the Fourth Supplemental Indenture, dated as of February 15, 1999; and the Fifth Supplemental Indenture, dated as of July 30,~~ and all documents related to the foregoing, including, without limitation, the Paying Agent Agreement among the Paying Agent, DaimlerChrysler Company LLC (as successor in interest to Chrysler Corporation) and U.S. Bank National Association dated as of June 27, 2007.

- d. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of receiving distributions under the Plan and is without prejudice to the rights of the Debtors in any other context, including the right of the Debtors to contest the amount, validity or classification of any Claim for purposes of allowance and distribution under the Plan. If you wish to challenge (i) the classification of your Claim or (ii) the allowance of your Claim for voting purposes in accordance with the Tabulation Rules, you must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors' counsel identified below so that it is received by the later of (i) February 15, 2010 or (ii) ten days after the date of service of a notice of objection, if any, to your Claim. Unless the Court orders otherwise, your Claim will not be counted for voting purposes in excess of the amount determined in accordance with the Tabulation Rules.

5. The following Tabulation Rules apply to Claims in classes entitled to vote on the Plan:

Tabulation Rules

- a. Unless otherwise provided in the Tabulation Rules described below, a Claim will be deemed temporarily allowed for voting purposes in an amount equal to the full stated amount claimed by the holder of such Claim in any proof of Claim timely filed by the applicable bar date (or otherwise deemed timely filed under applicable law) to the extent that the proof of Claim specifies solely a fixed or liquidated amount.
- b. If a Claim is deemed allowed in accordance with the Plan, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth in the Plan, if any.
- c. If a Claim for which a proof of Claim has been timely filed is marked or identified as contingent or unliquidated on its face, in whole or in part, such Claim (i) will be temporarily allowed for voting purposes in the greater of (A) the liquidated amount identified on the face of the Claim, if any, or (B) \$1.00; and (ii) any additional or unliquidated amounts shall be temporarily disallowed for voting purposes.
- d. If a Claim is (i) either (A) not listed in the Schedules or (B) listed in the Schedules as contingent, unliquidated or disputed and (ii) a proof of Claim was not timely filed or deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, unless the Debtors have consented

otherwise in writing, such Claim will be disallowed for voting purposes pursuant to Bankruptcy Rule 3003(c)(2).⁴

- e. If the Debtors have filed and served an objection to a Claim at least 15 days before the Voting Deadline, such Claim will be temporarily allowed or disallowed for voting purposes in accordance with the relief sought in the objection. If an objection does not identify the proposed amount of a Claim (e.g., if the Claim remains subject to estimation or liquidation), then such Claim will be temporarily allowed in the amount of \$1.00.
- f. If the automatic stay has been modified by an order of the Bankruptcy Court at least 15 days before the Voting Deadline to permit a Claim to be adjudicated, in whole or in part, in another court (including an appellate court), such Claim will be temporarily allowed in the liquidated, noncontingent and undisputed amount, if any, identified in the Schedules on account of such Claim or, if such Claim is listed in the Schedules as contingent, unliquidated or disputed, the Claim will be temporarily allowed in the amount of \$1.00.
- g. If an avoidance or recovery action has been commenced against the holder of a Claim under sections 542, 543, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code at least 15 days before the Voting Deadline, then such Claim will be temporarily allowed in the amount of \$1.00.
- h. With respect to Claims for liabilities under the Bonds, the amount of such Claims for voting purposes will be the ~~lesser of: (i) the amounts provided on a Record Holder Register or Master Ballot Agent Register (as such terms are defined in Exhibit H to the Motion), as applicable; or (ii) the~~ amounts identified by an Individual Record Holder (as such term is defined in Exhibit H Annex 3 to the Motion Solicitation Procedures Order) in a Form 3B Individual Bond Ballot or by a Master Ballot Agent on a Master Bond Ballot, ~~in each case calculated in accordance with the terms of these Tabulation Rules~~ but only to the extent such amounts are evidenced by the Security Position Report (as such term is defined in Annex 3 to the Solicitation Procedures Order).
- i. If a Claim holder identifies a Claim amount on its Ballot that is less than the amount otherwise calculated in accordance with these Tabulation Rules, the Claim will be temporarily allowed for voting purposes in the lesser amount identified on such Ballot.

⁴ Bankruptcy Rule 3003(c)(2) provides that "[a]ny creditor or equity security holder whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated shall file a proof of claim or interest within the time prescribed by subdivision (c)(3) of this rule; any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution." Fed. R. Bankr. P. 3003(c)(2).

j. If a Claim holder identifies \$0.00 as the Claim amount on its Ballot, such Claim will be disallowed for voting purposes.

k. [If a Claim for which a proof of Claim has been timely filed asserts such Claim in a currency other than United States Dollars, then such Claim will be temporarily allowed in the amount of \\$1.00.](#)

Estimation of Claims for Voting Purposes

a. If a Claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, or by an agreement between the Debtors and the holder of the Claim (an "Estimation Agreement"), such Claim will be temporarily allowed for voting purposes in the amount so estimated or allowed by the Bankruptcy Court or agreed upon by the parties. The following shall apply to Estimation Agreements:

- With respect to any Estimation Agreement, the Debtors must file a notice of such agreement (an "Estimation Notice") with the Bankruptcy Court and serve such Estimation Notice on the affected creditor and the Notice Parties identified in paragraph 8 below:
- Each Estimation Notice: (i) may address a single Claim or multiple Claims; (ii) shall describe the pertinent terms of the Estimation Agreement between the parties (including the amount(s) in which the creditor's Claim(s) will be temporarily allowed for voting purposes); and (iii) provide that the Notice Parties may file written objections to the Estimation Agreement described therein (an "Estimation Objection") and serve such objection on the Debtors and the Notice Parties no later than the first business day that is at least five days after service of the Estimation Notice (the "Estimation Objection Deadline").
- If no Estimation Objection is filed and served by the Estimation Objection Deadline with respect to a particular Estimation Agreement, the Claim(s) addressed in the relevant Estimation Agreement will be temporarily allowed for voting purposes as set forth in the Estimation Agreement without further action of the parties or the Bankruptcy Court.
- If an Estimation Objection is timely filed and served, and such Estimation Objection is not resolved consensually by the parties, the Claim(s) addressed in the relevant Estimation Agreement will not be temporarily allowed for voting purposes as set forth therein unless approved by an order of the Bankruptcy Court. The Debtors may schedule any such Estimation Objection and the related Estimation Agreement for hearing on not less than

five business days' notice. Along with any notice of hearing on a contested Estimation Agreement, the Debtors may file additional briefing in support of the agreement (a "Supplemental Brief"), and parties that filed Estimation Objections, the other parties to the Estimation Agreement and any other Notice Parties will have three business days from the service of the Supplemental Brief to file with the Bankruptcy Court and serve on the Debtors a response to the Supplemental Brief.

6. Classes 1 (Priority Claims), 2D (Other Secured Claims) and 4B (Subsidiary Debtor Equity Interests) under the Plan are unimpaired and, therefore, are conclusively presumed to accept the Plan in accordance with section 1126(f) of the Bankruptcy Code.⁵ Classes 2B (TARP Financing Secured Claims), 2C (Owners' Secured Claims) and 4A (Equity Interests of Old Carco) are impaired and will receive no distributions under the Plan and, therefore, are conclusively presumed to reject the Plan in accordance with section 1126(g) of the Bankruptcy Code.⁶ Class 3B (Intercompany Claims) is impaired and will receive no distributions under the Plan but, notwithstanding such treatment, is conclusively presumed to accept the Plan. For the foregoing reasons, solicitation of Classes 1, 2B, 2C, 2D, 3B, 4A and 4B (collectively, the "Non-Voting Classes") under the Plan is not required, and no Ballots have been proposed for creditors and equity holders in these Classes.

7. ***In connection with confirmation of the Plan, the Debtors are seeking approval of certain releases, including releases of the Debtors and certain nondebtor entities, that will become effective and binding on the Effective Date in accordance with the terms of the Plan and the Confirmation Order. These releases are described in detail in the Disclosure Statement.***

8. Objections, if any, to the confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (c) state with particularity the basis and nature of any objection; and (d) be filed with the Court and served on the following parties (collectively, the "Notice Parties") so that they are received no later than 5:00 p.m., Eastern Time, on March 2, 2010:

- (i) the Debtors, c/o OLD CARCO LLC, 555 Chrysler Drive, Suite T1001, Auburn Hills, Michigan 48326 (Attn: Ronald E. Kolka);
- (ii) counsel to the Debtors, JONES DAY, 222 East 41st Street, New York, New York 10017 (Attn: Corinne Ball, Esq. and Veerle Roovers, Esq.); JONES DAY, North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: David Heiman, Esq. and Carl E. Black, Esq.); JONES DAY, 1420

⁵ Section 1126(f) of the Bankruptcy Code provides that "a class that is not impaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f).

⁶ Section 1126(g) of the Bankruptcy Code provides that "a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests." 11 U.S.C. § 1126(g).

Peachtree Street, N.E., Suite 800, Atlanta, Georgia 30309 (Attn: Jeffrey B. Ellman, Esq.);

- (iii) the OFFICE OF THE UNITED STATES TRUSTEE, SOUTHERN DISTRICT OF NEW YORK, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Andrew D. Velez-Rivera, Esq.);
- (iv) counsel to the Creditors' Committee, KRAMER LEVIN NAFTALIS & FRANKEL LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq. and Adam C. Rogoff, Esq.);
- (v) THE UNITED STATES DEPARTMENT OF THE TREASURY, 1500 Pennsylvania Avenue, N.W., Room 2312, Washington, District of Columbia 20220 (Attn: Chief Counsel Office of Financial Stability);
- (vi) of counsel to the U.S. Treasury, CADWALADER, WICKERSHAM & TAFT LLP, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); CADWALADER, WICKERSHAM & TAFT LLP, 700 Sixth Street, N.W., Washington, District of Columbia 20001 (Attn: Douglas Mintz, Esq.);
- (vii) EXPORT DEVELOPMENT CANADA, 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (Attn: Loan Services & Asset Management/Covenant Officer);
- (viii) counsel to Export Development Canada, VEDDER PRICE P.C., 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq.); and
- (ix) counsel to the First Lien Agent, SIMPSON THACHER & BARTLETT LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Peter V. Pantaleo, Esq.).

For purposes of filing pleadings in these cases, the address of the Court is: The United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10008-1408. Pleadings may also be filed on the Court's Document Filing System (ECF) by completing and submitting the Electronic Filing Registration Form, available at <http://www.nysb.uscourts.gov>. If any objection to Confirmation of the Plan is not filed and served strictly as prescribed herein, the objecting party may be barred from objecting to confirmation of the Plan and may not be heard at the Confirmation Hearing.

9. Requests for hard copies of the Disclosure Statement and the Plan (including any exhibits thereto) by parties in interest may be made in writing to Old Carco LLC (f/k/a Chrysler LLC), c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017. In addition, any party may review the Plan, the Disclosure Statement and related exhibits free of charge at <http://www.chryslerrestructuring.com>.

10. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date at the Confirmation Hearing or any continued hearing.

Dated: January [___], 2010

{BY ORDER OF THE COURT}

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

ANNEX 6

(Notice of Non-Voting Status)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X-----
: :
In re : Chapter 11
: :
Old Carco LLC : Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), *et al.*,¹ : :
Debtors. : (Jointly Administered)
: :
-----X-----

**NOTICE OF NON-VOTING STATUS UNDER AMENDED JOINT PLAN
PLAN OF LIQUIDATION OF DEBTORS AND DEBTORS IN POSSESSION**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On ~~December 14~~ January 19, 2009 2010, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed: (a) the Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. ~~_____~~ 6236) (as the same may be amended or modified, the "Plan"); and (b) the related Disclosure Statement with Respect to Amended Joint Plan of Liquidation of Debtors and Debtors in Possession (Docket No. ~~_____~~ 6237) (as the same may be amended or modified, the "Disclosure Statement").²

2. Pursuant to the Order (I) Approving Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Amended Joint Plan of Liquidation, (III) Scheduling Hearing on Confirmation of Amended Joint Plan of Liquidation and (IV) Approving Related Notice Procedures, dated January [—], 2010 (Docket No. []) (the "Solicitation Procedures Order"), the Disclosure Statement and certain related materials (collectively, the "Solicitation Materials") have been approved for solicitation of votes to accept or reject the Plan.

3. Pursuant to Rule 3017(d) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and/or the Solicitation Procedures Order, the Debtors: (a) are required to provide Solicitation Packages to all creditors entitled to vote on the Plan or that otherwise are impaired under the Plan; and (b) are not required to provide Solicitation Packages to holders of claims or interests in classes under the Plan that are unimpaired or otherwise conclusively presumed to accept the Plan.

4. Classes 1 (Priority Claims) and 2D (Other Secured Claims) under the Plan are unimpaired and, therefore, are conclusively presumed to accept the Plan in accordance with

¹ A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at <http://www.chryslerrestructuring.com>.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Solicitation Procedures Order ~~or the applicable exhibits to the Motion.~~

section 1126(f) of the Bankruptcy Code.³ As such, the Debtors are not required to provide Solicitation Packages to holders of Claims in Classes 1 and 2D.

5. UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IN CLASSES 1 OR 2D IS/ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN. Accordingly, pursuant to the Solicitation Procedures approved at paragraph 4 of the Solicitation Procedures Order, you are receiving this Notice in lieu of other solicitation materials, including, among other things, copies of the Disclosure Statement and the Plan. Should you wish to obtain a copy of either the Disclosure Statement or the Plan, copies of either document (including any exhibits thereto) are available at no charge via the internet at <http://www.chryslerrestructuring.com>. Copies of either the Disclosure Statement or the Plan (and any exhibits thereto) also are available upon a written request made to Old Carco LLC (f/k/a Chrysler LLC), c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, 3rd Floor, New York, New York 10017.

6. If you hold Claims in more than one Class under the Plan, you may receive a separate notice with respect to each of your Claims. If you hold Claims in a Class entitled to vote under the Plan in addition to your Claim(s) in Classes 1 or 2D, you will receive a separate notice containing certain other solicitation materials pertaining to such Claims that are eligible to vote on the Plan, including, where appropriate, a Ballot for each Claim in a voting Class. Each Ballot you receive is for voting only your Claim specifically described on the Ballot and may not be used to vote any Claim in Classes 1 or 2D.

7. If you wish to challenge the Debtors' classification of your Claim for voting purposes, you must file a motion, pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion"), for an order temporarily allowing your Claim in a different classification or amount for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) February 15, 2010 or (b) ten days after the date of service of a notice of an objection, if any, to your Claim. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018 Motion, such creditor's Ballot will not be counted unless the relevant Claim is temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing prior to March 2, 2010 (i.e., the last date fixed for creditors to vote to accept or reject the Plan). Rule 3018 Motions that are not timely filed and served in the manner as set forth above will not be considered.

8. The Confirmation Hearing will be held before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, in Room 523 of the Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 on March 16, 2010, at 10:00 a.m., Eastern Time. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date at the Confirmation Hearing or any continued hearing.

³ Unless otherwise ordered by the Bankruptcy Court, each Allowed Claim in Class 2D will be considered to be in a separate subclass within Class 2D, and each such subclass will be deemed to be a separate Class for purposes of the Plan. To the extent that any holder of an Allowed Claim in Class 2D asserts in a timely objection to Confirmation of the Plan that its Claim is impaired by the Plan, such subclass will be deemed to have rejected the Plan and the Debtors will seek to confirm the Plan over such rejection pursuant to section 1129(b) of the Bankruptcy Code.

For purposes of filing pleadings in these cases, the address of the Court is: The United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10008-1408. Pleadings may also be filed on the Court's Document Filing System (ECF) by completing and submitting the Electronic Filing Registration Form, available at <http://www.nysb.uscourts.gov>. If any objection to Confirmation of the Plan is not filed and served strictly as prescribed herein, the objecting party may be barred from objecting to confirmation of the Plan and may not be heard at the Confirmation Hearing.

Dated: January [__], 2010

[BY ORDER OF THE COURT]

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9. Objections, if any, to the confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; and (d) be filed with the Bankruptcy Court at the address set forth in the preceding paragraph and served on the following parties so that they are received no later than 5:00 p.m., Eastern Time, on March 2, 2010:

- a. the Debtors, c/o OLD CARCO LLC, 555 Chrysler Drive, Suite T1001, Auburn Hills, Michigan 48326 (Attn: Ronald E. Kolka);
- b. counsel to the Debtors, JONES DAY, 222 East 41st Street, New York, New York 10017 (Attn: Corinne Ball, Esq. and Veerle Roovers, Esq.); JONES DAY, North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: David Heiman, Esq. and Carl E. Black, Esq.); JONES DAY, 1420 Peachtree Street, N.E., Suite 800, Atlanta, Georgia 30309 (Attn: Jeffrey B. Ellman, Esq.);
- c. the OFFICE OF THE UNITED STATES TRUSTEE, SOUTHERN DISTRICT OF NEW YORK, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Andrew D. Velez-Rivera, Esq.);
- d. counsel to the Creditors' Committee, KRAMER LEVIN NAFTALIS & FRANKEL LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq. and Adam C. Rogoff, Esq.);
- e. THE UNITED STATES DEPARTMENT OF THE TREASURY, 1500 Pennsylvania Avenue, N.W., Room 2312, Washington, District of Columbia 20220 (Attn: Chief Counsel Office of Financial Stability);
- f. of counsel to the U.S. Treasury, CADWALADER, WICKERSHAM & TAFT LLP, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); CADWALADER, WICKERSHAM & TAFT LLP, 700 Sixth Street, N.W., Washington, District of Columbia 20001 (Attn: Douglas Mintz, Esq.);
- g. EXPORT DEVELOPMENT CANADA, 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (Attn: Loan Services & Asset Management/Covenant Officer);
- h. counsel to Export Development Canada, VEDDER PRICE P.C., 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq.); and
- i. counsel to the First Lien Agent, SIMPSON THACHER & BARTLETT LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Peter V. Pantaleo, Esq.).