

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

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

**JOINT PLAN OF LIQUIDATION  
OF DEBTORS AND DEBTORS IN POSSESSION**

JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306  
Corinne Ball  
Veerle Roovers

JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212  
David G. Heiman  
Carl E. Black

JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 581-3939  
Facsimile: (404) 581-8330  
Jeffrey B. Ellman

Attorneys for Debtors  
and Debtors in Possession

December 14, 2009

## TABLE OF CONTENTS

	Page
ARTICLE I. RULES OF INTERPRETATION AND COMPUTATION OF TIME.....	1
A. Rules of Interpretation .....	1
B. Computation of Time .....	1
ARTICLE II. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS; CRAMDOWN; EXECUTORY CONTRACTS AND UNEXPIRED LEASES .....	2
A. Unclassified Claims .....	2
1. Payment of Administrative Priority Claims.....	2
2. Payment of Priority Tax Claims .....	5
B. Classified Claims and Interests .....	5
1. Priority Claims (Class 1 Claims).....	5
2. First Lien Secured Claims (Class 2A Claims).....	5
3. TARP Financing Secured Claims (Class 2B Claims).....	7
4. Owners' Secured Claims (Class 2C Claims).....	7
5. Other Secured Claims (Class 2D Claims) .....	7
6. General Unsecured Claims (Class 3A Claims).....	8
7. Intercompany Claims (Class 3B Claims) .....	8
8. Equity Interests of Old Carco (Class 4A Interests).....	8
9. Subsidiary Debtor Equity Interests (Class 4B Interests).....	8
C. Special Provision Regarding the Treatment of Allowed Secondary Liability Claims; Maximum Recovery.....	8
D. Confirmation Without Acceptance by All Impaired Classes .....	8
E. Treatment of Executory Contracts or Unexpired Leases .....	8
1. Rejection of Executory Contracts and Unexpired Leases.....	8
2. Assumption and Assignment of Executory Contracts and Unexpired Leases .....	9
3. Approval of Rejections and Assumptions and Assignments .....	9
4. Payments Related to the Assumption of Executory Contracts or Unexpired Leases .....	9
5. Bar Date for Rejection Damages .....	9
6. Executory Contract and Unexpired Lease Notice Provisions .....	10
ARTICLE III. CONFIRMATION OF THE PLAN.....	10
A. Conditions Precedent to Confirmation.....	10
B. Conditions Precedent to the Effective Date .....	10
C. Waiver of Conditions Precedent to the Confirmation or Effective Date.....	11
D. Effect of Nonoccurrence of Conditions Precedent to the Effective Date.....	11
E. Effect of Confirmation of the Plan.....	11

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
1. Preservation of Rights of Action by the Debtors and the Liquidation Trust; Recovery Actions other than the Daimler Litigation .....	11
2. Preservation and Treatment of Daimler Litigation .....	11
3. Comprehensive Settlement of Claims and Controversies .....	12
4. Injunction .....	12
5. Releases .....	13
6. Exculpation .....	15
7. Termination of Certain Subordination Rights and Settlement of Related Claims and Controversies .....	15
8. Dissolution of Creditors' Committee .....	15
<b>ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN .....</b>	<b>16</b>
<b>A. Corporate Existence .....</b>	<b>16</b>
<b>B. Restructuring Transactions .....</b>	<b>16</b>
1. Restructuring Transactions Generally .....	16
2. Recourse Solely to Liquidation Trust Assets .....	17
3. Liquidation Trust .....	17
<b>C. Corporate Governance .....</b>	<b>21</b>
1. Certificates of Incorporation and Bylaws .....	21
2. Corporate Action .....	21
<b>D. No Revesting of Assets .....</b>	<b>22</b>
<b>E. Postpetition Agreements .....</b>	<b>22</b>
<b>F. Liquidation Accounts and Other Accounts .....</b>	<b>22</b>
1. Transfer or Creation .....	22
2. Maintenance .....	22
3. Closure .....	23
<b>G. Daimler Litigation .....</b>	<b>23</b>
1. Transfer to Liquidation Trust .....	23
2. Prosecution or Settlement .....	23
<b>H. Litigation Manager .....</b>	<b>25</b>
1. Appointment .....	25
2. Resignation, Removal or Death .....	25
3. Role .....	26
4. Compensation, Expense Reimbursement and Professional Representation .....	26
5. Term .....	26
6. Rights and Powers; Confidentiality .....	26

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
I. Limitations on Amounts to Be Distributed to Holders of Allowed Insured Claims.....	27
J. Termination of All Employee, Retiree and Workers' Compensation Benefits.....	27
K. Release of Liens .....	27
L. Cancellation and Surrender of Instruments, Securities and Other Documentation .....	27
1. Bonds .....	27
2. Equity Interests .....	27
M. Abandonment of Property .....	27
1. Abandonment of Property Under the Plan .....	27
2. Abandonment by Liquidation Trust.....	27
3. Abandonment Claims .....	28
N. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.....	28
ARTICLE V. PROVISIONS GOVERNING DISTRIBUTIONS .....	28
A. Distributions for Claims Allowed as of the Effective Date.....	28
B. Method of Distributions to Holders of Allowed Claims .....	29
C. Compensation and Reimbursement for Services Related to Distributions.....	29
D. Delivery of Distributions and Undeliverable or Unclaimed Distributions .....	29
1. Delivery of Distributions .....	29
2. Undeliverable Distributions Held by Disbursing Agents.....	30
E. Timing and Calculation of Amounts to Be Distributed .....	30
1. Distributions to Holders of Allowed Claims Other Than Allowed General Unsecured Claims .....	30
2. Distributions to Holders of Allowed Priority Tax Claims and Certain Allowed Secured Claims .....	30
3. Distributions to Holders of Allowed General Unsecured Claims .....	31
4. No Postpetition Interest on Claims .....	31
5. No Post-Effective Date Interest on Claims .....	31
6. No De Minimis Distributions .....	31
F. Distribution Record Date .....	32
G. Means of Cash Payments .....	32
H. Foreign Currency Exchange Rate .....	32
I. Establishment of Reserves .....	32
J. Withholding and Reporting Requirements.....	32
K. Setoffs .....	33
L. Application of Distributions.....	33
ARTICLE VI. PROCEDURES FOR RESOLVING DISPUTED CLAIMS .....	33

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
A. Treatment of Disputed Claims .....	33
1. ADR Procedures .....	33
2. Disputed Insured Claims.....	33
3. No Distributions Pending Allowance .....	33
4. Recourse .....	33
B. Prosecution of Objections to Claims .....	34
1. Timing for Objections to Claims .....	34
2. Authority to Prosecute Objections and Consummate Settlements.....	34
3. Authority to Amend Schedules.....	34
4. Authority to Estimate Claims .....	34
5. Claim Objection Procedures .....	34
C. Distributions on Account of Disputed Claims Once Allowed .....	35
D. Fees Incurred For Resolution of Disputed Claims .....	35
E. Disallowed Disputed Claims.....	35
ARTICLE VII. CONSOLIDATION OF THE DEBTORS.....	35
A. Consolidation .....	35
B. Order Granting Consolidation.....	35
ARTICLE VIII. RETENTION OF JURISDICTION .....	36
A. Retained Jurisdiction of the Bankruptcy Court.....	36
B. Other Courts.....	37
ARTICLE IX. MISCELLANEOUS PROVISIONS .....	37
A. Modification of the Plan .....	37
B. Revocation of the Plan .....	38
C. Severability of Plan Provisions .....	38
D. Successors and Assigns.....	38
E. Service of Documents .....	38
ARTICLE X. DEFINED TERMS .....	42
A. Defined Terms Used in the Plan .....	42
B. Other Terms .....	61

## TABLE OF EXHIBITS

<b><u>Exhibit II.E.2</u></b>	Executory Contracts and Unexpired Leases to Be Assumed
<b><u>Exhibit IV.M.1</u></b>	Property to Be Abandoned
<b><u>Exhibit X.A.69</u></b>	List of Debtors
<b><u>Exhibit X.A.76</u></b>	DIP Lender Winddown Order
<b><u>Exhibit X.A.115</u></b>	First Lien Winddown Order
<b><u>Exhibit X.A.135</u></b>	Form of Liquidation Trust Agreement
<b><u>Exhibit X.A.136</u></b>	Liquidation Trust Assets
<b><u>Exhibit X.A.179</u></b>	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 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 as a holder of a Claim or Interest includes that 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) any unsold DIP Non-Liquidation Funds Collateral identified in such written request, net of any applicable transfer Taxes or fees. 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' 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 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 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 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 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 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 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 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 payment of closing costs and 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, Collateral Trustee and 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 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 and the TARP Loan Agreement shall remain in full force and effect against all non-Debtor 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. 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.196, 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 if 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, 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 been executed.
4. The Restructuring Transactions in Section IV.B.1 have been consummated.



5. The Plan and all Plan Exhibits have 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 of action that any Debtor or any Estate may hold against any 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 of 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 of 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.

**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 with the Liquidation Trustee, 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, 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;
  - 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; (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 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 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 of 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 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 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 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 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 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 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 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 Relating to the Daimler Litigation**

Notwithstanding anything to the contrary in the Plan, nothing herein (including, without limitation, the releases, exculpations and injunctions 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 be asserted) in the Daimler Litigation. For the avoidance of any doubt, Daimler is not a Released Party hereunder.

**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.

**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, 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) 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. 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, 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, 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 (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 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 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 with respect to the Daimler Litigation and as set forth in Sections IV.G.2 and IV.H, 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 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 reasonable discretion, to be necessary, appropriate or desirable, all in accordance with the Plan, the Winddown Orders and the Liquidation Trust 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;

- iii. calculate and make distributions (directly or through Third Party Disbursing Agents) 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 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;
- 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 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 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, pursue the Daimler Litigation, any other Recovery Actions or other available claims, demands, rights and 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 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 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, as the Liquidation Trustee determines, in his or her reasonable discretion, to be necessary, appropriate or desirable;
- 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, all as the Liquidation Trustee determines, in his or her 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;
- 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 with respect to the Daimler Litigation and as set forth in Sections IV.G.2 and IV.H, 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**

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 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. 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.

**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 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. 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 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 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, 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 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 or any other Person or Entity.

**D. No Revesting of Assets**

The property of the Debtors' Estates will not revest 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, the Litigation Manager) in accordance with the Plan and/or the Liquidation Trust 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 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 the Liquidation Trustee on the status of the Daimler Litigation on a periodic basis, but in any event not less than monthly. The Litigation Manager shall consult with the Liquidation Trustee on all significant decisions with respect to the Daimler Litigation, but in any event the decision on such matters rests 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.
- 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.
- 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.
- 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, 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;
- 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;
- 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.

- 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. 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.
- 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.
- 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, 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 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; *provided that* (a) if the Litigation Manager's fees for any month are less than the Litigation Manager Maximum Monthly Fee, the difference between such actual fees and the Litigation Manager Maximum Monthly Fee will be available to pay the Litigation Manager's fees in any subsequent month in which the monthly fee is above the Litigation Manager Maximum Monthly Fee; and (b) except as set forth in (a), any portion of the Litigation Manager's fees that exceed the Litigation Manager's Maximum Monthly Fee are not chargeable to and will not be paid by the Liquidation Trust or any of the Liquidation Trust Assets (including any Daimler Proceeds). 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 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 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 the Liquidation Trustee 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 Agreement.



**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 may hold against any other 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 and Surrender of Instruments, Securities and Other Documentation**

**1. Bonds**

On the Effective Date, the Bonds shall be deemed cancelled and of no further force and effect against the Debtors, without any further action on the part of any Debtor. 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 thereof.

**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.

**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 the First Lien Agent (with respect to First Lien Collateral), shall have

(subject to Section IV.M.2.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.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.

### **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 valid designee in accordance with the Liquidation Trust Agreement (or, with respect to the Daimler Litigation, 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 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 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.

## **C. Compensation and Reimbursement for Services Related to Distributions**

Each Third Party Disbursing Agent 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. 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.2.

### **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 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 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), 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 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 determines that a distribution on any Periodic Distribution Date is uneconomical or unfeasible, or is otherwise inadvisable, 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.

### **6. No De Minimis Distributions**

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.

#### **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, 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 Disbursing Agent, 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 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 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 of 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 of 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 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 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), the Disclosure Statement, the Winddown Orders or the Confirmation Order;
8. Resolve any cases, controversies, suits or disputes that may arise before the Bankruptcy Court in connection with the Daimler Litigation, other Recovery Actions 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 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 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 of 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 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.

**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 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 Trustee:

Robert Manzo  
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:

Corinne Ball, Esq.  
Veerle Roovers, Esq.  
JONES DAY  
222 East 41st Street  
New York, New York 10017-6702  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306  
Email: cball@jonesday.com  
vroovers@jonesday.com

David G. Heiman, Esq.  
Carl E. Black, Esq.  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212  
Email: dgheiman@jonesday.com  
ceblack@jonesday.com

Jeffrey B. Ellman, Esq.  
JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309 3053  
Telephone: (404) 581-3939  
Facsimile: (404) 581-8330  
Email: jbellman@jonesday.com

(Counsel to the Debtors and the Liquidation Trust)

2. The Creditors' Committee:

Thomas Moers Mayer, Esq.  
Adam C. Rogoff, Esq.  
Gregory G. Plotko, Esq.  
KRAMER LEVIN NAFTALIS & FRANKEL LLP  
1177 Avenue of the Americas  
New York, New York 10036  
(212) 715-9100 (Telephone)  
(212) 715-8000 (Facsimile)  
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

John J. Rapisardi, Esq.  
Cadwalader, Wickersham & Taft LLP  
One World Financial Center  
New York, New York 10281  
Telephone: (212) 504-6000  
Facsimile: (212) 504-6666  
Email: john.rapisardi@cwt.com

Douglas Mintz, Esq.  
Cadwalader, Wickersham & Taft LLP  
1201 F Street, NW  
Washington, District of Columbia 20004  
Telephone: (202) 862-2475  
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  
151 O'Connor Street  
Ottawa, Ontario, Canada K1A 1K3  
Telephone: (613) 597-8651  
Facsimile: (613) 598-3113  
Email: Msimard@edc.ca

and

Michael J. Edelman, Esq.  
VEDDER PRICE P.C.  
1633 Broadway  
47th Floor  
New York, New York 10019  
Telephone: (212) 407-7700  
Facsimile: (212) 407-7799  
Email: mjedelman@vedderprice.com

(Counsel to Export Development Canada)

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

Susan Atkins  
JPMorgan Chase Bank, N.A.  
277 Park Avenue  
New York, New York 10172  
Telephone: (212) 270-6000  
Facsimile: (212) 622-4556  
Email: susan.atkins@jpmorgan.com

and

Peter V. Pantaleo, Esq.  
Nicholas Baker, Esq.  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, New York 10017-3954  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502  
Email: ppantaleo@stblaw.com

(Counsel to the First Lien Agent)

6. Litigation Manager:

Alan R. Brayton, Esq.  
Brayton & Purcell LLP  
222 Rush Landing Road  
P.O. Box 6169  
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.

*[The remainder of this page is intentionally blank.]*

**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 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 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. "Bonds" means, collectively, the 12.375% debentures issued under the Indenture, dated as of March 1, 1985, among DaimlerChrysler Company LLC (as successor in interest to Chrysler Corporation), as issuer; DaimlerChrysler 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, 2007.

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

23. "Cahill" means Cahill Gordon & Reindel LLP.

24. "Canada" means, collectively, EDC, the country of Canada and the province of Ontario, and their respective agencies, departments or agents.

25. "Canadian DIP Consortium Members" means, collectively and individually, EDC, the Government of Canada and the Government of Ontario.

26. "Capstone" means Capstone Advisory Group LLC.

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.

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.

29. "Cash" means legal tender of the U.S. equivalents thereof.

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).

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.
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.
33. "Chapter 11 Cases" means, collectively, the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the Bankruptcy Court.
34. "Charitable Organization" means a nonpartisan charitable organization selected by the Liquidation Trustee, in his or her 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.
35. "Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against a Debtor.
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).
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).
38. "Class" means a class of Claims or Interests, as described in Article II.
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.
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.
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.
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.
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, including the Government DIP Lenders' Liens and claims.
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.

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).

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.

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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

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.

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 or officer of the Debtors from and after the Petition Date shall be named as a defendant in the Daimler Litigation.

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 Contingency Fee Counsel's attorneys fees.

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.

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.

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.

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).

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

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

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

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).

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.

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).

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.

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.

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.

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.

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

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.

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.

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

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

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.

85. "EDC" means Export Development Canada.

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.

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.

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.

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

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.

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.

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).

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.

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 for services rendered or expenses incurred in the Chapter 11 Cases, excluding any Contingency Fees earned after the Effective Date.

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.

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

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

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

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.

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.

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.

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

103. "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.

104. "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 and other permitted liens under the First Lien Credit Agreement.

105. "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.

106. "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.

107. "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).

108. "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.

109. "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.

110. "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).

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

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.

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.

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).

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.

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).

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.

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.

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.

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

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

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.

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

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 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.

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).

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

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

128. "KeyBank" means KeyBank National Association.

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

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.

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.

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.

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.

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.

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, and in form and substance reasonably satisfactory to the First Lien Agent, the Government DIP Lenders and the Creditors' Committee.

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.

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 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.

138. "Liquidation Trustee" means Robert Manzo (or any successor trustee), in his capacity as the trustee of the Liquidation Trust.

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.

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

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

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).

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.

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.

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

146. "New Chrysler" means Chrysler Group LLC f/k/a New CarCo Acquisition LLC.

147. "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. "Old Carco" has the meaning given to such term in the Introduction hereof.

149. "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. "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. "Original Debtors" means, collectively, all of the Debtors other than Debtor Alpha Holding.

152. "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. "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. "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. "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 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.

156. "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. "Person" means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

158. "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.

159. "Plan" means this 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

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).

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.

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).

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

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.

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.

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

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

178. "Representatives" means, with respect to any 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, and a committee of which such 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.

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.

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).

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 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.

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.

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.

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.

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

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

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 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.

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.

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

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

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.

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

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

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.

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.

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.

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.

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.

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

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

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.

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.

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), 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.

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), 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.

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.

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

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.

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

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

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

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.

212. "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.

213. "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.

214. "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.

215. "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.

*[The remainder of this page is intentionally blank.]*

Dated: December 14, 2009

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:

Corinne Ball  
Veerle Roovers  
JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306

David G. Heiman  
Carl E. Black  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212

Jeffrey B. Ellman  
JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309 3053  
Telephone: (404) 581-3939  
Facsimile: (404) 581-8330

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

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	09-50007
Old Carco International Corporation (f/k/a Chrysler International Corporation)	09-50008
Old Carco International Limited, LLC (f/k/a Chrysler International Limited, 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.	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

EXHIBIT X.A.76

DIP LENDER WINDDOWN 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)  
Debtors. : (Jointly Administered)  
-----X

**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**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession for Entry of 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 (the "Motion"), filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); an objection to the Motion having been filed by Daimler AG, *et al.* (Docket No. 5951) (the "Objection"); a reply having been filed by the Creditors' Committee (Docket No. 5962) (the "Reply"); the Court having reviewed the Motion, the Objection and the Reply and having considered the statements of counsel and the evidence adduced with respect to the Motion at a final hearing before the Court (the "Hearing"); and the Court having determined that: (i) 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; and (ii) good cause has been shown for the entry of this Agreed Order;

THE PARTIES HEREBY STIPULATE AND AGREE, AND THE COURT  
HEREBY FINDS AND DETERMINES THAT:

General Background

A. On April 30, 2009 (the "Petition Date"), Old Carco LLC f/k/a Chrysler LLC ("Old Carco") and 24 of its affiliated Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On May 19, 2009, Debtor Alpha Holding LP commenced its reorganization case by filing a voluntary petition under chapter 11 of the Bankruptcy Code with the Bankruptcy Court. By orders of the Bankruptcy Court (Docket Nos. 97 and 2188), the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

B. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C. On May 5, 2009, the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee") appointed the official committee of unsecured creditors in these chapter 11 cases (the "Creditors' Committee"), pursuant to section 1102 of the Bankruptcy Code.

Fiat Transaction

D. In connection with the commencement of these cases, Old Carco and its Debtor subsidiaries, Fiat S.p.A. ("Fiat") and New Chrysler (as defined below) entered into a Master Transaction Agreement dated as of April 30, 2009 (as amended and collectively with

other ancillary and supporting documents, the "Purchase Agreement"). The Purchase Agreement provided, among other things, that: (i) Old Carco would transfer the majority of its operating assets to New CarCo Acquisition LLC (n/k/a Chrysler Group LLC) ("New Chrysler"), a newly established Delaware limited liability company formed by Fiat; and (ii) in exchange for those assets, New Chrysler would assume certain of the Debtors' liabilities and pay to Old Carco \$2 billion in cash (collectively with the other transactions contemplated by the Purchase Agreement, the "Fiat Transaction"). On May 3, 2009, the Original Debtors filed a motion to approve the Fiat Transaction or a similar transaction with a competing bidder (Docket No. 190).

E. On May 31, 2009, the Bankruptcy Court issued: (i) an Opinion Granting the Debtors' Motion Seeking Authority to Sell, Pursuant to § 363, Substantially All of the Debtors' Assets (Docket No. 3073) (the "Sale Opinion"); and (ii) an Opinion and Order Regarding Emergency Economic Stabilization Act of 2008 and Troubled Asset Relief Program (Docket Nos. 3074 and 3229) (together with the Sale Opinion, the "Opinions"). On June 1, 2009 and consistent with the Sale Opinion, the Bankruptcy Court entered an Order authorizing the Fiat Transaction (Docket No. 3232) (the "Sale Order").

F. On June 5, 2009, the United States Court of Appeals for the Second Circuit affirmed the Opinions and the Sale Order and subsequently issued its own opinion on August 5, 2009. See In re Chrysler LLC, 576 F.3d 108 (2d Cir. 2009). Consistent with the Sale Order, the Fiat Transaction was consummated on June 10, 2009 (the "Closing Date").

#### Jurisdiction

G. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

### Adequate Notice

H. Notice of the Motion, the relief requested therein and in this Agreed Order, and the Hearing was provided to all parties on the General Service List and the Special Service List in these cases, all parties that hold a filed or scheduled claim in these cases asserting a secured status and the relevant state and federal environmental authorities in any DIP Collateral (as defined below). Under the circumstances, the notice given by the Debtors of the Motion, the relief requested therein and in this Agreed Order, and the Hearing constitutes due and sufficient notice thereof and (1) complies with Bankruptcy Rules 2002 and 4001(b), Local Bankruptcy Rule 4001-2 and any other applicable rules and (2) is consistent with the Order Shortening the Notice Period on Motion of Debtors and Debtors in Possession for Entry of Agreed Order, Pursuant to Sections 105, 361, 362 and 363 of the Bankruptcy Code and 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. 5900).

### Governance Motion

I. On May 19, 2009, the Debtors filed a Motion of Debtors and Debtors in Possession for Entry of an Order (A) Authorizing the Debtors to Implement Modifications to Chrysler LLC's Post Closing Governance Structure, (B) Approving the Release of Officers and Directors and (C) Authorizing the Debtors to Obtain Replacement Directors and Officers Liability Insurance (Docket No. 1116) (the "Governance Motion"). The Governance Motion remains pending before the Bankruptcy Court.

### Prepetition Financing, DIP Financing Order and Cash Collateral Order

J. On May 20, 2009, the Bankruptcy Court entered 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 (Docket No. 1309) (the "DIP Financing Order"). Pursuant to the DIP Financing Order, the Debtors were authorized to obtain postpetition financing on a secured superpriority basis (the "DIP Financing") pursuant to the terms and conditions set forth in the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement dated as of May 5, 2009, by and among Old Carco, as borrower, and the United States Department of the Treasury (the "U.S. Treasury") and Export Development Canada ("EDC"), as lenders (collectively, the "DIP Lenders"), as amended, and related documents (collectively, the "DIP Credit Agreement"), up to a maximum aggregate amount of \$4.96 billion. The DIP Financing Order also provided that the obligations under the DIP Credit Agreement were granted superpriority administrative expense status and secured by security interests in and liens on substantially all of the Debtors' unencumbered property, security interests in and junior liens on substantially all of the Debtors' encumbered property and security interests and liens that primed the obligations under the Owner's Loan Agreement and TARP Loan Agreement (each term as defined in the DIP Financing Order).

K. The Debtors' obligations under the DIP Credit Agreement are secured by a first priority perfected lien and security interest on: (a) the Liquidation Funds (as defined below), subject only to the rights of the taxing authorities subject to the Sales and Use Escrow as set forth in paragraph 21 of the Sale Order; and (b) the DIP Collateral (as defined below).

L. On June 1, 2009, the Bankruptcy Court issued 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 (Docket No. 3127) (the "Cash Collateral Order"). Pursuant to the Cash Collateral Order,

among other things, the Debtors were authorized to use cash collateral that secured the obligations of the Debtors under 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 restated agreements and documents, the "First Lien Credit Agreement" and the lenders party thereto, the "First Lien Lenders") in accordance with a budget and on the terms and conditions set forth in the Cash Collateral Order. The Debtors' rights to use cash collateral of the First Lien Lenders terminated on or about July 3, 2009.

M. Pursuant to paragraph 19 of the Cash Collateral Order, the Creditors' Committee reserved certain rights (the "Challenge Rights") with respect to, among other things, sections 506(c) and 552(b) of the Bankruptcy Code, including the right to initiate a proceeding to challenge whether the First Priority Agent, the Collateral Trustee and the Secured Parties (each term as defined in or pursuant to the Cash Collateral Order) had a valid, perfected and unavoidable security interest to all or any portion of the Prepetition First Lien Collateral (as defined in the Cash Collateral Order) to which not less than \$2 billion in cash of the purchase price of the Fiat Transaction was allocated as proceeds of the First Lien Lenders' collateral.

N. Pursuant to the terms of this Agreed Order, the Creditors' Committee has agreed to waive its Challenge Rights, including, without limitation, the Creditors' Committee's rights to challenge the liens with respect to 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 (collectively, but excluding any lease revenue associated therewith, the "Company Cars").

O. Prior to the Petition Date, on December 31, 2008, the U.S. Treasury entered into the Loan and Security Agreement, as it may be amended, supplemented or modified

from time to time, with Chrysler Holding LLC, as borrower, that was guaranteed by CarCo Intermediate HoldCo I LLC, CarCo Intermediate HoldCo II LLC, Old Carco and certain of Old Carco's domestic subsidiaries, providing for up to \$4 billion (later increased to more than \$5 billion) in secured financing (together with any amendments, the "TARP Loan"). In connection therewith, Chrysler Holding LLC provided to the U.S. Treasury a promissory note in the amount of \$267 million (the "TARP Promissory Note" and, together with the TARP Loan, the "TARP Financing") dated December 31, 2008, which was guaranteed by CarCo Intermediate HoldCo I LLC, CarCo Intermediate HoldCo II LLC, Old Carco and certain of Old Carco's domestic subsidiaries.

#### Liquidation Funds

P. Pursuant to Section 5.20 of the DIP Credit Agreement, the parties agreed that not less than \$260 million (the "Winddown Funds") of the DIP Financing would be maintained to fund the winddown of the Debtors' estates (in an amount to be agreed upon by the U.S. Treasury), including the consummation of a plan of liquidation under chapter 11 of the Bankruptcy Code (a "Plan"). See also Sale Opinion, at 12, fn. 12.

Q. In furtherance of the Fiat Transaction, Winddown Funds in the amount of \$113 million were deposited in dedicated accounts as follows:

- (a) As required by paragraph 21 of the Sale Order, \$63 million was deposited in escrow account no. 144025784 with JPMorgan Chase Bank N.A. to be used to satisfy 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 (the "Sales and Use Escrow"); and
- (b) \$50 million was deposited in segregated account no. 359681267753 (the "Segregated Tax Account") with KeyBank National Association ("KeyBank") to satisfy certain taxes triggered by the Fiat Transaction, including Canadian withholding tax, U.S. income tax and taxes giving rise to personal liability for the Debtors' employees, officers and directors.

R. The remaining \$147 million of the Winddown Funds (the "Additional Winddown Funds") was deposited in a separate account with KeyBank.

S. In addition to the Winddown Funds, \$42 million from the DIP Financing (the "Prefunded Amount") was deposited in dedicated accounts as follows:

- (a) \$30 million was deposited in escrow account no. 359681263786 with KeyBank to satisfy a portion of the professional fees that incurred prior to the consummation of the Fiat Transaction (the "Fee Escrow"); and
- (b) \$12 million was deposited in escrow account no. 359681263760 with KeyBank to satisfy certain unpaid incentives owed to former dealers of the Debtors whose agreements with the Debtors were rejected pursuant to the Dealer Rejection Order (the "Dealer Escrow").

The Prefunded Amount and the Winddown Funds are referred to herein collectively as the "Liquidation Funds."

T. From and after the Closing Date through the entry of this Agreed Order, and with the approval of the DIP Lenders, the Debtors have used certain of the Liquidation Funds to pay the costs of administering their estates (the "Post-Closing Expenditures").

U. All of the DIP Lenders' liens, rights, claims and other interests as set forth in the DIP Financing Order, the DIP Credit Agreement and the Loan and Security Agreement dated December 31, 2008, whether prepetition or postpetition, are valid and enforceable and will remain in effect with respect to the Liquidation Funds until such funds are used by the Debtors, the Bankruptcy Court orders otherwise or a Plan has been consummated that provides for different treatment.

#### DIP Collateral

V. Attached hereto as Exhibit A and incorporated herein by reference is a nonexclusive schedule (the "Collateral Schedule") identifying, by category under the column labeled "UST," the assets (or proceeds thereof) that constitute the collateral of the DIP Lenders



that were (1) in the Debtors' estates as of September 1, 2009 and (2) for which the DIP Lenders have a first priority lien under the DIP Credit Agreement, subject to any Permitted Liens (as defined below) (collectively with the Liquidation Funds, the "DIP Collateral"). For the avoidance of doubt, the Collateral Schedule also identifies, under a column labeled "1st Lien," the categories of assets in the Debtors' estates for which the First Lien Lenders have a first priority lien under the First Lien Credit Agreement, subject to any tax liens and other permitted liens thereunder, and subject to the DIP Lenders' rights to confirm that none of the First Lien Lenders' liens in any of the First Lien Collateral listed on the attached Exhibit B shall have been released, in whole or in part, as of the Petition Date on the terms and conditions set forth in paragraph 6 of the First Lien Winddown Order (as defined below). The Collateral Schedule is identical to the schedule attached to the First Lien Winddown Order.

W. If, after the entry of this Agreed Order, additional assets are identified as DIP Collateral or First Lien Collateral (as defined below) outside of categories identified on the Collateral Schedule or if assets are identified as DIP Collateral or First Lien Collateral are determined by this Court (prior to any distribution of the proceeds of such assets to the DIP Lenders or First Lien Agent) not to be DIP Collateral or First Lien Collateral (as applicable), the Collateral Schedule may be amended or supplemented by the Debtors on notice to all of the parties on the General Service List and the Special Service List in the Debtors' chapter 11 cases and any other party known to have a particular interest in the property at issue (collectively, the "Notice Parties") and by express notice to the DIP Lenders and the First Lien Lenders. If no objection to such a notice is filed with the Court within ten days after service, the Collateral Schedule will be deemed amended or supplemented as proposed. If an objection is timely filed by any of the Notice Parties, such objection may be scheduled to be heard and determined by the

Court unless otherwise resolved by agreement of the objecting party, the Debtors, the DIP Lenders and the First Lien Agent.

X. The DIP Lenders have valid, perfected, unavoidable, first priority security interests in and to the DIP Collateral (the "DIP Lender Security Interests"), subject only to any tax liens and other permitted liens under the DIP Credit Agreement (collectively, the "Permitted Liens"). But for the waiver of the Challenge Rights as set forth herein, the DIP Lender Security Interests would have included the proceeds (if any) of any Challenge Rights that could have been initiated.

#### Dealer Rejection Order

Y. On June 9, 2009, the Bankruptcy Court entered 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 (Docket No. 3802) (the "Dealer Rejection Order").

#### Daimler Litigation and Creditors' Committee's Contingency Fee Counsel

Z. On August 17, 2009, the Creditors' Committee commenced Adversary Proceeding Case No. 09-00505-AJG, styled 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. (the "Daimler Litigation") in the Bankruptcy Court in accordance with the Order Authorizing the Official Committee of Unsecured Creditors to Pursue Certain Claims on Behalf of the Estate of Debtor Old Carco LLC (Docket No. 5151).

AA. On August 13, 2009, the Creditors' Committee filed the Application of the Official Committee of Unsecured Creditors Pursuant to Sections 328 and 1103 of the Bankruptcy Code Authorizing the Retention of Stutzman, Bromberg, Esserman & Plifka, PC and Susman

Godfrey L.L.P., as Special Counsel to the Committee, *Nunc Pro Tunc* to August 13, 2009 (Docket No. 5161), seeking to retain Stutzman, Bromberg, Esserman & Plifka, PC and Susman Godfrey L.L.P. (collectively, "Contingency Fee Counsel") as counsel to prosecute the Daimler Litigation on a contingency fee basis.

#### Fee Applications of Creditors' Committee's Professionals

BB. On October 14, 2009, the U.S. Treasury filed: (a) a Notice of United States Department of the Treasury's Omnibus Reservation of Rights with Respect to the August Monthly Fee Statements of Kramer Levin Naftalis & Frankel LLP, Mesirov Financial Consulting, LLC and Pachulski Stang Ziehl & Jones LLP as Advisors to the Official Committee of Unsecured Creditors (Docket No. 5752); and (b) a Limited Objection of the United States Department of Treasury to the First Interim Applications of Kramer Levin Naftalis & Frankel LLP, Mesirov Financial Consulting, LLC and Pachulski Stang Ziehl & Jones LLP as Advisors to the Official Committee of Unsecured Creditors (Docket Nos. 5757 and 5761) (together, the "Committee Professionals Objections") with respect to the first interim fee applications of Kramer Levin Naftalis & Frankel LLP, Mesirov Financial Consulting, LLC and Pachulski Stang Ziehl & Jones LLP (collectively, the "Committee Interim Fee Applications").

CC. Upon entry of this Agreed Order, the U.S. Treasury hereby withdraws the Committee Professional Objections with prejudice and consents to the payment of such allowed fees and expenses requested in the Committee Interim Fee Applications (subject to any Court-ordered holdbacks).

#### Fee Orders of the Debtors' Professionals

DD. On October 27, 2009, this Court entered: (1) the Order Approving First Interim Application of Jones Day, Counsel for the Debtors, for Allowance of Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses

(Docket No. 5853) (the "Jones Day Fee Order"); and (2) the Order Approving First Interim Application of Capstone Advisory Group, LLC, as Financial Advisors for Debtors and Debtors in Possession, for Allowance of Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred for the Period April 30, 2009 Through August 31, 2009 (Docket No. 5852) (the "Capstone Fee Order" and, together with the Jones Day Fee Order, the "Fee Orders").

#### Liquidation of First Lien Lenders' Collateral

EE. The Debtors and the First Lien Lenders have agreed to the terms of an agreed order for the use of the First Lien Lenders' cash collateral (the "First Lien Winddown Order"). By the First Lien Winddown Order, among other things, the First Lien Lenders have agreed to terms and conditions for the funding of the winddown of the assets (including proceeds thereof) that constitute the collateral of the First Lien Lenders that were (1) in the Debtors' estates as of September 1, 2009 and (2) for which the First Lien Lenders have a first priority lien under the First Lien Credit Agreement, subject to any Permitted Liens (as defined in the First Lien Winddown Order) (collectively, the "First Lien Collateral"), and the Debtors have agreed to cooperate with the First Lien Agent in the liquidation of the First Lien Collateral and the periodic distribution of the proceeds thereof to the First Lien Agent.

#### Agreements for the Use of the DIP Lenders' Cash Collateral

FF. This Agreed Order provides for the terms and conditions for the use of the Liquidation Funds, which constitute the DIP Lenders' collateral, in connection with the winddown of the Debtors' estates, other than the liquidation or disposition of the First Lien Collateral. In particular, the DIP Lenders have consented to the use of the Liquidation Funds by

the Debtors or the Liquidation Trustee (as defined below), as applicable, on the terms set forth herein.

GG. The terms of the use of the Liquidation Funds in accordance with this Agreed Order: (1) are fair and reasonable; (2) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; and (3) constitute reasonably equivalent value and fair consideration.

HH. This Agreed Order and the terms of the use of the Liquidation Funds as set forth herein have been the subject of extensive negotiations conducted in good faith and at arm's length among the Debtors, the U.S. Treasury, EDC, the Creditors' Committee and the First Lien Agent. Pursuant to sections 105, 361 and 363 of the Bankruptcy Code, the DIP Lenders are hereby found to be entities that have acted in "good faith" in connection with the negotiation and entry of this Agreed Order.

II. The Debtors have requested entry of this Agreed Order as a final order pursuant to, among others, Bankruptcy Rule 4001(b)(2) and Local Bankruptcy Rule 4001-2. The use of the Liquidation Funds in accordance with this Agreed Order is in the best interests of the Debtors' estates.

JJ. The DIP Lenders are entitled, pursuant to sections 361 and 363(c)(2) of the Bankruptcy Code, to adequate protection of their interests in the Liquidation Funds. The terms and conditions for the use of the Liquidation Funds hereunder, including the provisions for the payment of certain Liquidation Funds to the DIP Lenders, together with the other terms of this Agreed Order, provide adequate protection of the DIP Lenders' interests in and to the Liquidation Funds. The DIP Lenders have agreed to the adequate protection hereunder.

### Liquidation of DIP Collateral

KK. The DIP Lenders have agreed to the terms and conditions for the winddown of the DIP Collateral set forth herein. So long as the DIP Collateral remains property of the Debtors' estates, the Debtors will seek to liquidate, dispose of or otherwise administer such property, and the DIP Lenders will fund such activities, subject to the terms of this Agreed Order.

### Settlement

LL. The resolution and settlement of the winddown matters in accordance with this Agreed Order: (1) are fair and equitable; and (2) in the best interests of the Debtors' estates and creditors.

NOW, THEREFORE, THE PARTIES FURTHER AGREE, AND THE COURT HEREBY ORDERS THAT:

1. Authority to Use Liquidation Funds. The Motion is GRANTED as set forth herein, and the Objection is OVERRULED. To assist the Debtors in completing the winddown of their estates and confirming and implementing a Plan, the Debtors (and, as applicable, the Liquidation Trustee) are hereby authorized to use the Liquidation Funds in the manner described herein, and solely for the purposes set forth herein. The Debtors' prior Post-Closing Expenditures of the Liquidation Funds are hereby approved and ratified in all respects.

2. Use of Liquidation Funds. On the Settlement Effective Date (as defined below), the winddown of the Debtors' estates shall be funded from the Liquidation Funds as follows, to the extent not previously funded:

- (a) Four tax trust accounts for tax liabilities (collectively, the "Tax Trust Accounts") shall be established or maintained, as follows:
  - i. A priority claim trust account in the amount of \$21 million shall be established and funded from the Additional Winddown Funds for the

purpose of paying claims entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code;

- ii. The Segregated Tax Account shall continue be used for the purposes for which it was established;
- iii. The Sales and Use Escrow shall continue to be used solely for the purposes for which it was established, consistent with the terms of the Sale Order; and
- iv. A property tax trust account in the amount of \$14 million shall be established and funded from the Additional Winddown Funds to pay and satisfy (A) the Debtors' allocated portion of the 2009 Property Taxes (as such term is defined in the Sale Order) 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).

- (b) \$10 million from the Additional Winddown Funds has been or will be added to the Fee Escrow, to be used solely for the purposes for which the Fee Escrow was established — *i.e.*, to satisfy professional fees incurred by the Debtors' estates prior to the Closing Date that are, or shall be, approved by the Bankruptcy Court.
- (c) \$4 million from the Additional Winddown Funds has been or will be added to the Dealer Escrow, to be used solely for the purposes for which the Dealer Escrow was established — *i.e.*, to satisfy certain unpaid incentives owed to former dealers of the Debtors whose agreements with the Debtors were rejected pursuant to the Dealer Rejection Order.
- (d) A winddown trust account (the "Winddown Fee Trust Account") shall be established and funded with \$30 million of the Additional Winddown Funds, to be used exclusively to fund the fees, costs and expenses of (i) Capstone Advisory Group, LLC ("Capstone"), (ii) Jones Day, (iii) Togut, Segal & Segal, LLP ("Togut") and (iv) Cahill Gordon & Reindel, LLP ("Cahill"), professional advisors to the Debtors, for the period from and after September 1, 2009. Of the funds in the Winddown Fee Trust Account, (i) \$15 million shall be designated for Capstone and (ii) \$15 million shall be designated, collectively, for Jones Day, Togut and Cahill, and no additional Liquidation Funds shall be used for payment of Capstone's, Jones Day's, Togut's or Cahill's fees, costs and expenses for the period from and after September 1, 2009, except in the case 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 (collectively, such excepted amounts, the "Additional Debtor Professional Fees").

- (e) A trust account in an amount to be determined shall be established and funded for additional administrative closing costs in completing the winddown (the "Additional Winddown Cost Escrow") and, together with the Tax Trust Accounts, the Fee Escrow, the Dealer Escrow and the Winddown Fee Trust Account, the "Trust Accounts"), including:
- i. Professional fees and expenses for the period from and after the Closing Date of the Fiat Transaction through August 31, 2009, *provided that* no portion of the Additional Winddown Cost Escrow shall be used to pay any of the fees, costs or expenses of the Debtors' professionals for activities solely relating to the liquidation of the First Lien Collateral;
  - ii. Professional fees and expenses for the period from and after September 1, 2009 incurred by: (A) the Creditors' Committee, excluding any fees and expenses for the Daimler Litigation, up to a maximum amount of \$1 million (the "Committee Post-August 2009 Fees and Expense Fund"), *provided, however,* that the Committee Post-August 2009 Fees and Expenses Fund shall be segregated from the other funds in the Additional Winddown Cost Escrow and shall be used exclusively to fund the fees and expenses of the Creditors' Committee, excluding any fees and expenses for the Daimler Litigation, until those fees and expenses are satisfied; (B) the Debtors' professionals other than Capstone, Jones Day, Togut and Cahill; and (C) Capstone, Jones Day, Togut and Cahill to the extent that such fees and expenses constitute Additional Debtor Professional Fees;
  - iii. Expenses of the U.S. Treasury's and EDC's professionals;
  - iv. U.S. Trustee fees;
  - v. Salaries and benefit costs for Old Carco's officers and board of managers, including in particular (A) the salary, fees and/or benefits due to Ronald E. Kolka, Old Carco's Chief Executive Officer; and (B) the compensation for each member of Old Carco's board of managers in the amount of \$16,667 per month for the period from and after the Closing Date;
  - vi. The costs of preserving and liquidating the DIP Collateral;
  - vii. Unanticipated administrative expenses (including environmental costs) and other ordinary course administrative costs not separately identified herein; and
  - viii. Expenses incurred after the effective date of the Plan (the "Plan Effective Date") by the Liquidation Trust.

Any previous funding of any of the foregoing amounts is hereby ratified and approved. As soon



as practicable, but in no event later than December 9, 2009, the Debtors shall file with the Court a notice identifying the amount of the Additional Winddown Cost Escrow agreed upon by the Debtors and the DIP Lenders and any agreed adjustments to the other amounts set forth above.

3. No Liquidation Funds for Liquidation of First Lien Collateral or Daimler Litigation. For the avoidance of doubt, none of the Liquidation Funds shall be used to fund (a) activities solely related to the liquidation of any of the First Lien Collateral or (b) any fees and expenses of the Creditors' Committee or its professionals in connection with the Daimler Litigation ("Daimler Litigation Costs"), *provided that* the Creditors' Committee's professionals fees and expenses related to the investigation of Daimler for the period prior to September 1, 2009 that were requested pursuant to the Committee Interim Fee Applications will be funded from the Liquidation Funds other than the Trust Accounts and will be reimbursed to the DIP Lenders from the Remaining Share (as defined below) of the Car Proceeds, as described in paragraph 9 below.

4. Liquidation of DIP Collateral. The Debtors shall administer and liquidate the DIP Collateral in accordance with the requirements, conditions and restrictions of bankruptcy law and other applicable law. With respect to any transaction involving the sale of DIP Collateral, the DIP Lenders may credit bid on any DIP Collateral pursuant to section 363(k) of the Bankruptcy Code.

5. Payments to the DIP Lenders. Unless the Debtors and the DIP Lenders agree otherwise, the DIP Lenders shall be entitled to the following payments:

- (a) Any Liquidation Funds remaining after the Debtors fund the Trust Accounts shall be indefeasibly paid to the DIP Lenders on the Plan Effective Date;

- (b) Upon the sale of any of the DIP Collateral, any net proceeds (after paying closing costs, including transfer taxes) shall be indefeasibly paid to the DIP Lenders;
- (c) Any funds remaining in any Trust Accounts after they are used for their designated purposes;
- (d) After the Bankruptcy Court has entered an order closing the Debtors' chapter 11 cases and the Liquidation Trust has been fully administered, the Liquidation Trustee shall pay any remaining Liquidation Funds to the DIP Lenders; and
- (e) Upon the conversion or dismissal of the Debtors' chapter 11 cases, any Liquidation Funds after payment of incurred professional fees and other chapter 11 administrative costs shall be paid to the DIP Lenders.

6. DIP Lenders' Information Rights. The Debtors or, after the Plan Effective Date, the Liquidation Trustee shall provide the DIP Lenders with (a) a monthly report of winddown expenses paid and the amounts remaining in each individual Trust Account and (b) a periodic report of the status of the DIP Collateral, which reports will be in form reasonably acceptable to the U.S. Treasury.

7. Challenge Rights. Consistent with, and effective upon entry of, the First Lien Winddown Order, the Creditors' Committee hereby waives and extinguishes its Challenge Rights under paragraph 19 of the Cash Collateral Order—including, without limitation, any rights of the Creditors' Committee to challenge the liens on the Company Cars or to assert claims under section 506(c) or 552(b) of the Bankruptcy Code.

8. Avoidance Actions and Daimler Litigation; Release of Liens.

(a) The DIP Lenders shall retain their liens on the proceeds of any avoidance actions; *provided, however,* that subject to the satisfaction of the conditions set forth herein, the DIP Lenders shall release their liens to the Debtors' estates (or the Liquidation Trust, as defined below), and release all of their claims, on any proceeds actually received by the Debtors' estates

(or the Liquidation Trust or other successor) on account of the Daimler Litigation (the "Daimler Proceeds").

(b) Upon the release of the DIP Lenders' liens and the release of their claims, the Daimler Proceeds shall be available only to (i) pay any fees and out-of-pocket costs, disbursements and litigation expenses of Contingency Fee Counsel, expert witnesses and other non-legal professionals with respect to the Daimler Litigation that are approved by the Bankruptcy Court; (ii) pay other administrative expenses and priority claims of the Debtors' estates; and (iii) make *pro rata* distributions under the Plan to creditors holding general unsecured nonpriority claims against the Debtors.

9. Proceeds of Company Cars.

(a) Consistent with the First Lien Winddown Order and subject to paragraph 10 below, the net proceeds from the liquidation or other disposition of the Company Cars (the "Car Proceeds") shall be treated as follows: (i) 80% of the Car Proceeds (the "First Lien Share") shall promptly be indefeasibly paid by the Debtors to the First Lien Agent pursuant to the First Lien Winddown Order; and (ii) 20% of the Car Proceeds (the "Remaining Share") shall be paid by the Debtors promptly and indefeasibly as set forth below. The first \$3.6 million of the Remaining Share shall be indefeasibly paid to the DIP Lenders to reimburse them for the funding of the costs of the Creditors' Committee's investigation of Daimler. The remainder of the Remaining Share (the "Net Remaining Share") shall be distributed by the Debtors as follows: (i) 80% of the Net Remaining Share shall promptly be indefeasibly paid to the DIP Lenders; and (ii) 20% of the Net Remaining Share shall be transferred to the Daimler Fund (as defined in the First Lien Winddown Order) for the benefit of the Creditors' Committee free and clear of all liens and claims, including the DIP Lenders' liens and claims (the "Committee Car Proceeds").

(b) The Car Amounts, as defined in both Fee Orders, shall be paid from the proceeds of the Company Cars before distribution to the First Lien Agent or any other party under subsection (a) above.

(c) Other than the Car Amounts addressed in subsection (b) above, (a) 80% of all Company Car Costs (as defined below) shall be paid by the First Lien Agent from the First Lien Share or other Cash Collateral (but not from the DIP Collateral); and (b) 20% of all Company Car Costs will be paid from the Net Remaining Share or other DIP Collateral (but not from the First Lien Collateral or the First Lien Lenders' cash collateral), pursuant to a mechanism to be agreed upon by the parties.

(d) As used herein, "Company Car Costs" shall mean the actual out-of-pocket costs (including the reasonable fees and expenses of the Debtors' professionals) incurred by the Debtors for the purpose of liquidating (or otherwise disposing of) or preserving the Company Cars. For the avoidance of doubt, the waiver or the Creditors' Committee's Challenge Rights in paragraph 7 above shall include its Challenge Rights (if any) with respect to the Company Cars.

10. Conditions to Release of Liens on Daimler Proceeds. The DIP Lenders' will release their lien on any Daimler Proceeds and the Committee Car Proceeds *only if*:

- (a) The Creditors' Committee supports any Plan consistent with the terms set forth herein that is proposed by the Debtors and supported by the DIP Lenders and the First Lien Lenders;
- (b) General unsecured creditors vote in favor of the Plan; and
- (c) The Creditors' Committee agrees not to, and does not: (i) move to dismiss the Debtors' chapter 11 cases; (ii) move to convert these cases to cases under chapter 7 of the Bankruptcy Code; or (iii) support any such request of any other party in interest in these chapter 11 cases.

11. Liquidation Trusts. It is anticipated that the Plan will provide for the liquidation of the Debtors' estates through the establishment of one or more liquidation trusts or

similar vehicle(s) (collectively or individually, the "Liquidation Trust") under the supervision of one or more trustees (collectively or individually, the "Liquidation Trustee"). Pursuant to the terms of the Plan, and subject to the terms of the First Lien Winddown Order, the Liquidation Trust will, among other things, (a) hold and administer the Trust Accounts, any recovery actions (which may include the Daimler Litigation) and other assets of the Debtors' estates; (b) administer and liquidate assets, as necessary or appropriate; and (c) distribute the Trust Accounts' assets and the proceeds of other assets in accordance with the Plan.

12. Transfer of the Trust Accounts to the Liquidation Trust. On the Plan Effective Date, the Trust Accounts will be transferred to the Liquidation Trust and shall be administered by the Liquidation Trustee.

13. Professionals. The Debtors shall continue to utilize the services of their retained professionals to assist in the winddown of their estates. These retained professionals shall be paid for their ongoing services in accordance with this Agreed Order and subject to this Bankruptcy Court's orders approving such professionals' fee requests.

14. Releases. The Creditors' Committee and the DIP Lenders agree not to oppose a release by the Debtors, their estates, their respective successors, assigns and any and all entities who may purport to claim by, through, for or because of them of the Debtors' current and former directors and officers from all liabilities and obligations related to or arising in connection with the Debtors' chapter 11 cases, including the releases sought in the Governance Motion (which motion the DIP Lenders did not oppose), whether approval of such releases is sought pursuant to the Plan or otherwise.

15. Withdrawal of the U.S. Treasury Objection. The Committee Professional Objections filed by the U.S. Treasury are hereby withdrawn with prejudice.

16. Termination. The Debtors' rights to use the DIP Lenders' cash collateral as provided herein shall terminate as of March 31, 2010 (the "Termination Date") if the Plan has not been confirmed by that date; provided, however, that, notwithstanding any termination under this paragraph, the Debtors shall be permitted to use the Liquidation Funds in the Trust Accounts to pay any and all professional fees and other administrative costs incurred prior to the Termination Date, consistent with the other terms and conditions of this Agreed Order.

17. Retention of Jurisdiction. This Bankruptcy Court shall retain jurisdiction over all matters or disputes arising out of or in connection with this Agreed Order, including the implementation, enforcement or interpretation hereof.

18. Entire Agreement. This Agreed Order is the entire agreement between the parties hereto in respect of the subject matter hereof and may be executed by the parties in counterpart originals.

19. Effective Date. This Agreed Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon entry (such date, the "Settlement Effective Date").

Dated: November 19, 2009  
New York, New York

**s/Arthur J. Gonzalez**  
UNITED STATES BANKRUPTCY JUDGE

AGREED AS TO FORM AND SUBSTANCE:

OLD CARCO LLC, *ET AL.*

PREET BHARARA  
United States Attorney for the Southern District  
of New York

s/Corinne Ball  
Corinne Ball  
Veerle Roovers  
JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306

s/Jeanette A. Vargas  
Jeanette A. Vargas  
Tara LaMorte  
Assistant United States Attorneys  
86 Chambers Street, Third Floor  
New York, New York 10007  
Telephone: (212) 637-2678/2746  
Facsimile: (212) 637-2702

David G. Heiman  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212

ATTORNEYS FOR UNITED STATES  
DEPARTMENT OF THE TREASURY

Jeffrey B. Ellman  
JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 581-3939  
Facsimile: (404) 581-8330

ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

EXPORT DEVELOPMENT CANADA

s/Michael J. Edelman

Michael J. Edelman  
Erin Zavalkoff-Babej  
VEDDER PRICE P.C.  
1633 Broadway  
47th Floor  
New York, New York 10019  
Telephone: (212) 407-7700  
Facsimile: (212) 407-7799

ATTORNEYS FOR EXPORT  
DEVELOPMENT CANADA

THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF  
OLD CARCO LLC, *ET AL.*

s/Thomas Moers Mayer

Thomas Moers Mayer  
Kenneth H. Eckstein  
Adam C. Rogoff  
KRAMER LEVIN NAFTALIS &  
FRANKEL LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 715-9100  
Facsimile: (212) 715-8000

ATTORNEYS FOR OFFICIAL  
COMMITTEE OF UNSECURED  
CREDITORS OF OLD CARCO LLC, *ET AL.*



**EXHIBIT A**

Re: Allocation of Collateral

<i>\$ Millions</i>	<b>1st Lien Lender Collateral</b>	<b>UST Collateral</b>
<b>Inventory</b>		
Company Car Sales	80%	20%
Company Car Lease Revenue	X	
Manheim Auction proceeds (1)	80%	20%
<b>Tax Receivables</b>		
Tax Periods ending Pre-Petition	X	
Tax Periods ending Post-Petition		X
<b>Financial Assets</b>		
Commodity	X	
Derivatives	X	
Other Financial Assets	X	
<b>Rented Facilities</b>		
Magna (monthly rent)		X
Beijing Lease - Security Deposit	X	
<b>Miscellaneous</b>		
Professional Fee Reimbursements - funded Pre-Petition	X	
Professional Fee Reimbursements - funded Post-Petition		X
Prepaid Assets/Deposits - funded Pre-Petition	X	
Prepaid Assets.Deposits - funded Post-Petition		X
Interest Income		X
Insurance Recovery	X	
Safeco Bonds		X
Receipt for Carlsbad Prop. Sale Legal Fees		X
FKS - Lebanon	X	
Closure of Comerica Payroll		X
Rabbi Trusts	X	
Utility Assurance Deposit		X
Litigation Claims - Contractual Filed Pre-Petition	X	
Litigation Claims - Tort Filed Pre-Petition		X
Litigation Claims - Contractual Filed Post-Petition	X	
Litigation Claims - Tort Filed Post-Petition		X
Litigation Avoidance Actions (including Daimler)		X
Surety Bonds - Funded Pre-Petition	X	
Pre-Petition Letters of Credit	X	
Stock Interest in Non-Debtors	X	
Guarantees & Warranties Made by Third Parties	X	
Rights Under Equipment/IT Leases	X	
Permits	X	
Supplier and other Agreements	X	



**EXHIBIT B**



EXHIBIT X.A.115

FIRST LIEN WINDDOWN 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)  
Debtors. : (Jointly Administered)  
-----X

**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**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession for Entry of 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 (the "Motion"),<sup>1</sup> filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); an objection to the Motion having been filed by Daimler AG, *et al.* (Docket No. 5951) (the "Objection"); a reply having been filed by the Creditors' Committee (Docket No. 5962) (the "Reply"); the Court having reviewed the Motion, the Objection and the Reply and having considered the statements of counsel and the evidence adduced with respect to the Motion at a final hearing before the Court (the "Hearing"): and the Court having determined that the

<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

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 PARTIES HEREBY STIPULATE AND AGREE, AND THE COURT HEREBY FINDS AND DETERMINES THAT:

Background

A. On April 30, 2009 (the "Petition Date"), Old Carco LLC f/k/a Chrysler LLC ("Old Carco") and 24 of its affiliated Debtors (collectively, the "Original Debtors") commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On May 19, 2009, Debtor Alpha Holding LP commenced its reorganization case by filing a voluntary petition under chapter 11 of the Bankruptcy Code with the Bankruptcy Court. By orders of the Bankruptcy Court (Docket Nos. 97 and 2188), the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

B. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C. On May 5, 2009, the Office of the United States Trustee for the Southern District of New York appointed the Official Committee of Unsecured Creditors in these cases (the "Creditors' Committee"), pursuant to section 1102 of the Bankruptcy Code.

D. On May 20, 2009, the Bankruptcy Court entered 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 (Docket No. 1334) (the "Interim Compensation Procedures").



E. On June 18, 2009, the Bankruptcy Court entered the Order, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, Approving Procedures to Sell Certain *De Minimis* Assets, Free and Clear of Liens, Claims and Encumbrances, and to Pay Market Rate Commissions and Fees in Connection with Such Sales Without Further Court Approval (Docket No. 4122) (the "*De Minimis* Asset Sale Order").

#### Fiat Transaction

F. In connection with the commencement of these cases, Old Carco and its Debtor subsidiaries, Fiat S.p.A. ("Fiat") and New Chrysler (as defined below) entered into a Master Transaction Agreement dated as of April 30, 2009 (as amended and collectively with other ancillary and supporting documents, the "Purchase Agreement"). The Purchase Agreement provided, among other things, that: (1) Old Carco would transfer the majority of its operating assets to New CarCo Acquisition LLC (n/k/a Chrysler Group LLC) ("New Chrysler"), a newly established Delaware limited liability company formed by Fiat; and (2) in exchange for those assets, New Chrysler would assume certain of the Debtors' liabilities and pay to Old Carco \$2 billion in cash (collectively with the other transactions contemplated by the Purchase Agreement, the "Fiat Transaction").

G. On May 31, 2009, the Bankruptcy Court issued: (1) an Opinion Granting the Debtors' Motion Seeking Authority to Sell, Pursuant to § 363, Substantially All of the Debtors' Assets (Docket No. 3073) (the "Sale Opinion"); and (2) an Opinion and Order Regarding Emergency Economic Stabilization Act of 2008 and Troubled Asset Relief Program (Docket Nos. 3074 and 3229) (together with the Sale Opinion, the "Opinions"). On June 1, 2009 and consistent with the Sale Opinion, the Bankruptcy Court entered an Order authorizing the Fiat Transaction (Docket No. 3232) (the "Sale Order"). On June 5, 2009, the United States Court of

Appeals for the Second Circuit affirmed the Opinions and the Sale Order. Consistent with the Sale Order, the Fiat Transaction was consummated on June 10, 2009 (the "Closing Date").

H. In furtherance of the Fiat Transaction, Old Carco entered into that Transition Services Agreement, dated June 10, 2009, by and between Old Carco and New Chrysler (as amended, the "TSA").

#### Jurisdiction

I. The Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

#### Adequate Notice

J. Notice of the Motion, the Hearing and the relief granted herein was provided to all parties on the General Service List and the Special Service List in these cases, all parties that hold a filed or scheduled claim in these cases asserting a secured status and the relevant state and federal environmental authorities in any First Lien Collateral (as defined below). Under the circumstances, the notice given by the Debtors of the Motion, the relief granted herein and the Hearing constitutes due and sufficient notice thereof and (1) complies with Bankruptcy Rules 2002 and 4001(b), Local Bankruptcy Rule 4001-2 and any other applicable rules and (2) is consistent with the Order Shortening the Notice Period on Motion of Debtors and Debtors In Possession for Entry of 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 (Docket No. 5901).

### Prior Financing Orders

K. On May 20, 2009, the Bankruptcy Court entered 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 (Docket No. 1309) (the "DIP Financing Order"). Pursuant to the DIP Financing Order, the Debtors were authorized to obtain postpetition financing pursuant to the terms and conditions set forth in the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement dated as of May 5, 2009, by and among Old Carco, as borrower, and the United States Department of the Treasury (the "U.S. Treasury") and Export Development Canada, as lenders (collectively, the "DIP Lenders"), as amended, and related documents (the "DIP Financing Agreement"), up to a maximum aggregate amount of \$4.96 billion. As part of the DIP Financing Agreement and the DIP Financing Order, the DIP Lenders received adequate protection, including senior liens on certain of the Debtors' assets as set forth in the DIP Financing Order.

L. Also on June 1, 2009, the Bankruptcy Court entered a 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 (Docket No. 3127) (the "Cash Collateral Order"). Pursuant to the Cash Collateral Order, the Debtors were authorized to use certain cash collateral that secured the obligations of the Debtors under 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, the "Credit Agreement"), by and among Carco Intermediate Holdco II LLC, Chrysler LLC n/k/a Old Carco LLC, the lenders party thereto

(collectively, the "First Lien Lenders") and JPMorgan Chase, N.A., as administrative agent (in such capacity, the "First Lien Agent") in accordance with a budget and on the terms and conditions set forth in the Cash Collateral Order. The Debtors' rights to use cash collateral under the Cash Collateral Order terminated on or about July 3, 2009.

#### First Lien Lenders' Collateral

M. Attached hereto as Exhibit A and incorporated herein by reference is a nonexclusive schedule (the "Collateral Schedule") identifying, by category, the assets (or proceeds thereof) that constitute the collateral of the First Lien Lenders that were (1) in the Debtors' estates as of September 1, 2009 and (2) for which the First Lien Lenders have a first priority lien under the Credit Agreement, subject to any Permitted Liens (as defined below) (collectively, the "First Lien Collateral"). For the avoidance of doubt, the Collateral Schedule also identifies, under a column labeled "UST" the categories of assets in the Debtors' estates for which the DIP Lenders have a first priority lien under the DIP Financing Agreement (subject to any tax liens and other permitted liens thereunder) (the "DIP Collateral"). The Collateral Schedule is identical to the schedule attached to the Winddown Order.

N. If, after the entry of this Agreed Order, additional assets are identified as First Lien Collateral or DIP Collateral outside of categories identified on the Collateral Schedule or if assets identified as First Lien Collateral or DIP Collateral are determined by this Court (prior to any distribution of the proceeds of such assets to the First Lien Agent) not to be First Lien Collateral or DIP Collateral (as applicable), the Collateral Schedule may be amended or supplemented by the Debtors on notice to all of the parties on the General Service List and the Special Service List in the Debtors' chapter 11 cases and any other party known to have a particular interest in the property at issue (collectively, the "Notice Parties") and by express notice to the DIP Lenders and the First Lien Agent. If no objection to such a notice is filed with

the Court within ten days after service, the Collateral Schedule will be deemed amended or supplemented as proposed. If an objection is timely filed by any of the Notice Parties, such objection may be scheduled to be heard and determined by the Court unless otherwise resolved by agreement of the objecting party, the Debtors, the First Lien Agent and the DIP Lenders.

O. The First Lien Lenders have valid, perfected, unavoidable, first priority security interests in and to the First Lien Collateral (the "First Lien Lender Security Interests"), subject only to any tax liens and other permitted liens under the Credit Agreement (collectively, the "Permitted Liens") to the extent senior to the First Lien Lenders' interests in the First Lien Collateral under applicable non-bankruptcy law.

P. Consistent with the terms of, and subject to the entry of each of, this Agreed Order and the Winddown Order, the Creditors' Committee has agreed to waive its rights reserved under paragraph 19 of the Cash Collateral Order ("Challenge Rights"), including, without limitation, the Creditors' Committee's rights to challenge the liens with respect to 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 (collectively, but excluding any lease revenue associated therewith, the "Company Cars").

Q. The DIP Lenders have valid, perfected, unavoidable, first priority security interests in and to the DIP Collateral (the "DIP Lender Security Interests") as and to the extent detailed in the DIP Financing Order, and but for the waiver of such Challenge Rights as set forth herein, the DIP Lender Security Interests would have included the proceeds (if any) of any Challenge Rights that could have been initiated.

R. Any cash proceeds of the First Lien Collateral (the "Cash Collateral") constitute cash collateral of the First Lien Lenders within the meaning of section 363(a) of the Bankruptcy Code.

Overall Approach to This Agreed Order

S. The Debtors acknowledge that the Debtors' estates have no equity in the First Lien Collateral, and the First Lien Lenders are the primary economic stakeholders with respect to the First Lien Collateral. As such, the determination of the appropriate course to pursue with respect to the First Lien Collateral is largely within the discretion of the First Lien Agent (on behalf of the First Lien Lenders), subject to the requirements, conditions and restrictions of bankruptcy law and other applicable law. The Debtors agree to honor the determination of the First Lien Lenders on these matters, subject to the terms and conditions of this Agreed Order and consistent with their fiduciary duties. The First Lien Agent (on behalf of the First Lien Lenders) acknowledges that, as long as any First Lien Collateral remains property of the Debtors' estates, (1) it will be the obligation of the Debtors to maintain and preserve such property and to dispose of, liquidate or otherwise administer such property and (2) the First Lien Lenders will fund the Covered Costs (as defined below) of these activities, including the fees and expenses of the Debtors' professionals, subject to the terms of this Agreed Order.

Use of Collateral

T. The terms of the use of the First Lien Collateral (including Cash Collateral) pursuant to this Agreed Order are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

U. The terms of the use of the First Lien Collateral (including the Cash Collateral) set forth herein have been the subject of extensive negotiations conducted in good

faith and at arm's length among the Debtors and the First Lien Agent and pursuant to sections 105, 361 and 363 of the Bankruptcy Code, the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties (as such terms are defined in the Credit Agreement) are hereby found to be entities that have acted in "good faith" in connection with the negotiation and entry of this Agreed Order.

V. The Debtors have requested entry of this Agreed Order pursuant to, among others, Bankruptcy Rule 4001(b)(2) and Local Bankruptcy Rule 4001-2. The use of the First Lien Collateral (including the Cash Collateral) in accordance with this Agreed Order is in the best interest of the Debtors' estates.

W. The First Lien Agent has consented to the use of the Cash Collateral and the other First Lien Collateral on the terms set forth herein.

X. The First Lien Lenders are entitled to adequate protection of their interests in the Cash Collateral and the other First Lien Collateral, pursuant to sections 361 and 363(c)(2) of the Bankruptcy Code. The terms and conditions for the use of the First Lien Collateral hereunder, including the provisions providing for the indefeasible payment of collateral proceeds or other transfer of collateral to the First Lien Agent, together with the other terms of this Agreed Order, provide adequate protection of the First Lien Lenders' interests in and to the Cash Collateral and the other First Lien Collateral. The First Lien Lenders have agreed to the adequate protection provided hereunder.

NOW, THEREFORE, THE PARTIES FURTHER AGREE, AND THE COURT HEREBY ORDERS THAT:

1. Authority to Use Collateral. The Motion is GRANTED as set forth herein, and the Objection is OVERRULED. The Debtors are hereby authorized to use the Cash Collateral and the other First Lien Collateral on the terms and conditions set forth herein.

2. Liquidation of Collateral. The Debtors and the First Lien Agent shall agree on an overall plan (as amended or supplemented from time to time, the "Liquidation Plan") for the liquidation of the First Lien Collateral consistent with the terms hereof.

3. Covered Period and Covered Costs.

(a) The agreements set forth herein to fund the Liquidation Plan and permit the use of the Cash Collateral and other First Lien Collateral shall apply during the period commencing on September 1, 2009 and ending on the earlier of (a) March 31, 2010 (or such later date to which the Debtors and the First Lien Agent may agree) (the "Outside Termination Date") and (b) the first date that none of the First Lien Collateral remains in the Debtors' estates, or such other date as the Debtors and the First Lien Agent may agree upon from time to time in writing (the "Covered Period").

(b) As used herein, "Covered Costs" shall mean (i) the actual out-of-pocket costs (including the reasonable fees and expenses of the Debtors' professionals) incurred by the Debtors from and after September 1, 2009 for the sole purposes of preparing the Liquidating Plan and related activities; liquidating or otherwise disposing of or preserving the First Lien Collateral; and, pending liquidation or other disposition, preserving the First Lien Collateral, in each case whether such First Lien Collateral ultimately is sold for value, returned to the Collateral Trustee or abandoned (until such asset becomes an Excluded Asset hereunder); and (ii) the actual out-of-pocket costs (including the reasonable fees and expenses of the Debtors'



professionals) that were incurred by the Debtors prior to September 1, 2009, but that have not yet been paid (estimated to be no more than \$1.2 million), relating to preservation or liquidation of the First Lien Collateral, including, without limitation, the fees incurred relating to the First Lien Collateral as identified in paragraph 4 of the Order Approving First Interim Fee Application of Jones Day, Counsel for the Debtors, for Allowance of Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred for the Period April 30, 2009 Through August 31, 2009 (Docket No. 5853) (the "Jones Day Fee Order") and paragraph 3 of the Order Approving First Interim Application of Capstone Advisory Group, LLC, as Financial Advisors for Debtors and Debtors In Possession, for Allowance of Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred for the Period April 30, 2009 Through August 31, 2009 (Docket No. 5852) (the "Capstone Fee Order"). The treatment of Covered Costs with respect to the Company Cars shall be subject to the terms of paragraph 15 below.

(c) For the avoidance of doubt, the Covered Costs shall include all Bankruptcy Court-approved fees and expenses incurred by the Debtors' retained professionals with respect to the First Lien Collateral, consistent with the Liquidation Plan and the terms hereof (but not the professional costs of the Creditors' Committee or any other party).

(d) Covered Costs shall exclude costs otherwise paid by New Chrysler under the TSA; *provided that*, (i) if the First Lien Lenders fund a cost later paid by New Chrysler, the amounts received from New Chrysler will be used to replenish the Reserve (as defined below); or (ii) if the First Lien Lenders fund a cost payable (but not yet paid) by New Chrysler under the TSA, the First Lien Agent shall have the right to pursue such claim, in the estate's name but for the sole benefit of the First Lien Lenders, against New Chrysler.

Notwithstanding anything herein to the contrary, if requested by the First Lien Agent, the Debtors shall use commercially reasonable efforts (including, where appropriate, by seeking relief in the Bankruptcy Court) to seek and obtain payment from New Chrysler of Covered Costs payable by New Chrysler before seeking payment pursuant to the terms hereof, and the Debtors' costs in pursuing New Chrysler shall be Covered Costs.

(e) The Debtors' professionals will confer with the First Lien Agent's professionals on a weekly basis to discuss the current and projected costs of implementing the Liquidation Plan.

(f) For the avoidance of doubt, the parties agree that Covered Costs shall not include the costs incurred by the Debtors in connection with resolving claims and liabilities other than those claims and liabilities with liens on First Lien Collateral that are senior to the liens of the First Lien Lenders or that constitute Closing Costs (as defined below) that must be paid or satisfied to consummate a sale of an asset hereunder.

4. Establishment and Use of the Reserve. The Debtors shall establish a reserve equal to \$15 million (the "Reserve") from the existing proceeds of First Lien Collateral. The Reserve will be used to use to pay Covered Costs as set forth herein and, during the Covered Period, shall be subject to a minimum amount of \$3 million or such other higher amount necessary to ensure that the size of the Reserve is not disproportionate to the total estimated remaining costs of liquidation, as agreed by the Debtors and the First Lien Agent (in either case, the "Minimum Amount"). Unless otherwise agreed by the Debtors in writing, no portion of the Reserve will be paid to the First Lien Agent or used for any purpose other than to pay the Covered Costs, *provided that* the Debtors will notify the First Lien Agent in writing by the 60<sup>th</sup> day after the end of the Covered Period of any Covered Costs that have been incurred but not yet

paid ("Unpaid Costs") and any remaining amounts in the Reserve (net of Unpaid Costs) shall be indefeasibly paid to the First Lien Agent for distribution to the First Lien Lenders. No costs, other than Covered Costs, may be charged to the First Lien Collateral or the proceeds thereof with respect to the preservation or liquidation of the First Lien Collateral. Further, the Covered Costs shall be paid solely from proceeds of the First Lien Lenders' collateral in the Reserve or generated from sales of First Lien Collateral, and the First Lien Lenders shall not be required to fund any additional amounts out-of-pocket. The funds in the Reserve shall remain subject to the First Lien Lenders' first priority liens and security interests until such proceeds are used to pay Covered Costs as set forth herein.

5. Payment of Closing Costs. Costs of closing any sale of First Lien Collateral (such as broker fees, transfer taxes, liens solely to the extent that they have priority senior to the First Lien Lenders' liens and other amounts typically paid at closing) (collectively, "Closing Costs") in an Estate Transaction (as defined below) will be paid (a) directly from sale proceeds at such time as any remaining net proceeds (net of any amounts necessary to replenish the Reserve up to the Minimum Amount) are indefeasibly paid to the First Lien Agent or (b) in part from the sale proceeds and in part from the Reserve in the event that the sale proceeds at closing are insufficient to cover all Closing Costs. Closing Costs are Covered Costs

6. Collateral Review by the DIP Lenders. Subject to the last sentence of paragraph 10 hereof, the DIP Lenders shall have until December 10, 2009 to confirm that none of the First Lien Lenders' liens in any of the First Lien Collateral listed on the attached Exhibit B shall have been released, in whole or in part, as of the Petition Date (the "Collateral Under Review"). If the DIP Lenders file a pleading with the Court by December 10, 2009 asserting that any of the First Lien Lenders' liens in any Collateral Under Review shall have been released

(a "Challenge Pleading"), the relevant First Lien Collateral subject to the Challenge Pleading shall constitute "Disputed Collateral" hereunder and be treated consistent with this paragraph 6. With respect to any Disputed Collateral, neither such assets nor any proceeds thereof shall be distributed to the First Lien Agent or the Collateral Trustee until such dispute has been resolved by the parties or determined by the Bankruptcy Court, nor will costs asserted with respect to such assets be charged to the First Lien Collateral; *provided that* such costs that (but for the dispute) would be Covered Costs may be charged to and paid from (a) the proceeds of the Disputed Collateral or (b) the Reserve only if the First Lien Agent consents in writing or if so ordered by the Court. Any First Lien Collateral not listed as Collateral Under Review on the attached Exhibit B or subject to an unresolved Challenge Pleading shall be considered undisputed First Lien Collateral for purposes of this Agreed Order; *provided that* the Company Cars shall be subject to the treatment set forth in paragraph 15 below.

7. Information Sharing. To assist in keeping the First Lien Lenders informed regarding the status of their collateral and related matters, the Debtors' professionals will confer with the First Lien Agent and its professionals on a weekly basis (or such other periodic basis as agreed upon by the Debtors and the First Lien Agent) to review the status of the Liquidation Plan. The Debtors and their professionals will cooperate with the First Lien Agent's professionals to provide information about the First Lien Collateral that remains in the Debtors' estates to be administered, including, where appropriate, information obtained from New Chrysler. In addition, if and to the extent agreed upon by New Chrysler, the First Lien Agent may engage in direct discussions with New Chrysler with respect to the First Lien Collateral remaining in the Debtors' estates, *provided that* the Debtors are notified in advance and are provided an opportunity to participate. The Debtors' professionals will work with the

professionals for the First Lien Agent to provide information and access to third party brokers, counterparties, prospective purchasers for First Lien Collateral as First Lien Agent may reasonably determine is necessary to adequately protect the First Lien lenders' interests in First Lien Collateral that remains in the Debtors' estates; *provided, however*, that as long as any First Lien Collateral remains in the Debtors' estates, the First Lien Agent may not direct the activities of these parties, nor may the First Lien Agent or its professionals otherwise represent or act as an agent of the Debtors' estates.

8. Asset Designations by the First Lien Agent. For each asset (or type of asset) that constitutes part of the First Lien Collateral listed on the Collateral Schedule other than the Company Cars (each, a "Covered Asset"), the First Lien Agent will make one of the following designations in writing to the Debtors and the U.S. Treasury (each, an "Asset Designation"):

(a) Estate Asset Designation. The First Lien Agent may designate a Covered Asset as one that is to be administered and liquidated by the Debtors' estates in accordance with the requirements, conditions and restrictions of bankruptcy law and other applicable law (each, an "Estate Asset"). Any transaction involving an Estate Asset is referred to herein as an "Estate Transaction." The Debtors will provide a weekly status report to the First Lien Agent and the U.S. Treasury regarding the administration of the Estate Assets in form reasonably acceptable to the parties. The Debtors will provide interim updates to the First Lien Agent and the U.S. Treasury of any significant developments with respect to any potential Estate Transaction and will consult with the First Lien Agent on any significant decisions (including the retention of any brokers, execution of Asset Purchase Agreements and the like). Representatives of the First Lien Agent may attend meetings and negotiations relating to the disposition of Estate

Assets. The Debtors also may consult with other parties in interest in these cases on such matters relating to the Estate Assets as they determine is necessary or appropriate. With respect to any Estate Transaction involving the sale of an Estate Asset, the First Lien Lenders may credit bid on any Estate Asset pursuant to section 363(k) of the Bankruptcy Code and thereby purchase such asset free and clear of other claims, liens and interests in accordance with sections 363(f) and 363(m) of the Bankruptcy Code, *provided that* the Reserve will be utilized to pay the Covered Costs of such transaction. At any time, on not less than two business days' written notice, the First Lien Agent may redesignate any Estate Asset as a Foreclosed Asset or an Excluded Asset. All carrying costs (including professional fees) for Estate Assets pending sale are Covered Costs.

(b) Foreclosed Asset Designation. The First Lien Agent may designate a Covered Asset as one that is to be transferred from the Debtors' estate 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 (each, a "Foreclosed Asset"). If the First Lien Lender does not seek a transfer free and clear of claims, liens and interests, then within three business days of receiving an Asset Designation identifying a Foreclosed Asset, the Debtors will file a notice of agreed foreclosure with the Bankruptcy Court identifying the particular Foreclosed Assets at issue (a "Foreclosure Notice") and will serve the Foreclosure Notice on the Notice Parties. Upon the filing of the Foreclosure Notice, the automatic stay imposed by section 362 of the Bankruptcy Code will be deemed modified to the extent necessary to permit foreclosure under applicable non-bankruptcy law or otherwise to transfer all of the estates' right, title and interest in and to the Foreclosed Asset to the Collateral Trustee (or such other entity as the First Lien Agent shall designate). If the First Lien Agent seeks a transfer of a Foreclosed Asset free and clear of other claims, liens and interests in

accordance with sections 363(f) and 363(m) of the Bankruptcy Code (by credit bid or otherwise), the Debtors shall provide notice of the proposed free and clear transfer, and an opportunity for parties in interest to be heard, consistent with the requirements of the Bankruptcy Code, the Bankruptcy Rules and applicable orders of the Bankruptcy Court. For the avoidance of doubt, such free and clear transfers may be accomplished by credit bid sale, on notice, pursuant to the terms, conditions and procedures set forth in the *De Minimis* Asset Sale Order (without regard to the amount of the credit bid). The First Lien Lenders will fund from the Reserve all Covered Costs incurred to accomplish the transfer of any Foreclosed Asset to the Collateral Trustee (or its designee). Without limiting the foregoing, the First Lien Lenders shall pay or satisfy from the Reserve (i) all liens on the Foreclosed Asset with priority over the First Lien Lenders' liens if transfer is accomplished by a free and clear transfer, (ii) all carrying costs (including the Debtors' professional fees) for such Foreclosed Asset pending completion of the transfer to the Collateral Trustee (or its designee) and (iii) any other Closing Costs associated with a free and clear transfer. Upon the transfer of a Foreclosed Asset to the Collateral Trustee (or its designee), the Debtors and their estates shall have no further responsibility for such asset or any costs related thereto. The transfer of a Foreclosed Asset to the Collateral Trustee or its designee shall result in a reduction in the outstanding debt owed under the Credit Agreement in the amount of the credit bid or other third party bid at foreclosure or, in the absence of any such bid, the stated book value of the asset in the Debtors' books and records or most recent appraised value, if different.

(c) Excluded Asset Designation. The First Lien Agent may designate a Covered Asset as one that it neither wishes to fund as an Estate Asset nor as a Foreclosed Asset (an "Excluded Asset"); *provided that* such asset will continue to be treated as an Estate Asset until 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 Debtors' abandonment or other disposition of the asset (the "Abandonment Period"). Upon receiving a designation of an asset as an Excluded Asset, the Debtors may immediately move to abandon such asset. The First Lien Lenders will continue to fund the Covered Costs of the Excluded Asset, including any legal costs associated with preparing, filing and obtaining approval of pleadings seeking abandonment (but not the cost of litigating any contested abandonment issues or settling claims asserted against the Debtors or any Excluded Asset sought to be abandoned), as set forth herein until the conclusion of the Abandonment Period. The First Lien Lenders shall have no obligations to fund any costs of an Excluded Asset after the conclusion of the Abandonment Period. For the avoidance of doubt, the First Lien Lenders and the DIP Lenders will retain their liens on any Excluded Asset, unless they otherwise determine in accordance with applicable non-bankruptcy law. If the Debtors are able to sell any Excluded Asset for value, the First Lien Lenders agree that the proceeds of such sale may be used to pay the Closing Costs and other Covered Costs, *provided that* the net proceeds of sale are indefeasibly paid to the First Lien Agent.

9. Timing for Asset Designations. The First Lien Agent shall make an initial Asset Designation for each Covered Asset on the attached Collateral Schedule as soon as reasonably practicable, *provided that*, absent further agreement of the parties, any remaining Estate Assets as of the date that is 15 days prior to the Outside Termination Date shall be treated as if designated as Excluded Assets as of that time and the Abandonment Period for each such asset shall commence.

10. Newark Property. Notwithstanding anything above, the Newark Assembly Plant at 550 S. College Avenue, Newark, Delaware, and the other property related thereto (collectively, the "Newark Property") is designated as an Estate Asset. The First Lien



Agent consents to the Debtors' consummation of an Estate Transaction involving the sale of the Newark Property to the University of Delaware in a private sale transaction, as approved by the Court pursuant to the Order Authorizing Debtors to Sell Newark, Delaware Assembly Plant Free and Clear of All Liens, Claims, Interests and Encumbrances and Granting Related Relief (Docket No. 5937), *provided that* the net proceeds of sale (after paying Closing Costs) are indefeasibly paid at closing to the First Lien Agent. Notwithstanding the provisions of paragraph 6 hereof to the contrary, such proceeds shall be so paid to the First Lien Agent, *provided that* a title report in connection with the sale evidencing the First Lien Lenders' lien on all of the Newark Property as of the Petition Date have been delivered to the DIP Lenders prior to closing, and the DIP Lenders shall not have filed a Challenge Pleading with this Court at the time of such closing.

11. TSA Licenses. None of the licenses granted to New Chrysler under the TSA, or any other provisions of the TSA or agreements with Old Carco entered in connection therewith that relate to or affect the First Lien Collateral may be modified by the Debtors without the prior written consent of the First Lien Agent.

12. Professional Time and Expense Records. The Debtors' professionals will maintain separate time and expense records for all Covered Costs (by asset category to the extent practicable and as agreed by the professional and the First Lien Agent), which will be paid pursuant to the interim compensation procedures approved in the Debtors' chapter 11 cases by the Interim Compensation Procedures. Copies of the professionals' invoices will be delivered to the First Lien Agent. If the First Lien Agent disputes a request for payment of an item identified as a "Covered Cost," it may raise an objection consistent with the Interim Compensation Procedures, which disputes will be determined by the Bankruptcy Court if not otherwise resolved. For the avoidance of doubt, the activities of the Debtors' professionals shall at all times

be on behalf of the estate, under the direction of the Debtors' management and subject to the supervision of the Bankruptcy Court; at no time shall these professionals represent the First Lien Agent, the Collateral Trustee, the First Lien Lenders or any other party with respect to these activities.

13. Fees and Expenses of First Lien Agent and Collateral Trustee. All Lenders' Costs incurred on or after September 1, 2009, or that were incurred prior to September 1, 2009 but remain unpaid, will be paid by the First Lien Agent from proceeds received under this Agreed Order, and not from any other proceeds (including proceeds of the DIP Collateral), and the First Lien Agent in its discretion may deposit such proceeds from time to time in a cash collateral account as it deems appropriate to cover anticipated fees and expenses of the First Lien Agent and the Collateral Trustee. As used herein, "Lenders' Costs" means the reasonable fees, costs and charges incurred by the First Priority Agent or the Collateral Trustee (including professionals' fees), consistent with the terms of the Cash Collateral Order.

14. Fees and Expenses of the Creditors' Committee for Daimler Litigation Costs. With respect to the Cash Collateral held by the Debtors' estates other than in the Reserve, in consideration for the waiver in paragraph 17(c) below and subject to such waiver becoming effective, \$5 million (the "First Lien Daimler Contribution") will be used to fund the Daimler Litigation Costs and will be transferred to the Daimler Fund as set forth in paragraph 16 below. As used herein, "Daimler Litigation Costs" shall mean the actual out-of-pocket costs, disbursements and litigation expenses of the Creditors' Committee (including the reasonable expenses of the Creditors' Committee's professionals, expert witnesses or other non-legal professionals, but excluding attorneys' fees) incurred from and after September 1, 2009 for the sole purposes of prosecuting the adversary proceeding styled 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) (the "Daimler Litigation"). The Creditors' Committee's professionals will maintain separate records of expenses for all Daimler Litigation Costs, which will be paid pursuant to the interim compensation procedures approved in the Debtors' chapter 11 cases by the Interim Compensation Procedures, as well as any applicable orders that may be entered by the Court. If, at the conclusion of the Daimler Litigation, the aggregate Daimler Litigation Costs shall have totaled less than the aggregate amount placed in such fund, the unused balance of the Daimler Fund shall be repaid to the First Lien Agent in proportion to the portion of the Daimler Fund that was funded by as a result of the First Lien Daimler Contribution, and the balance of the Daimler Fund shall be released to the Debtors' estates (or any successor thereto).

15. Company Cars. Notwithstanding anything to the contrary contained herein, the following shall apply to the Company Cars:

(a) The Debtors' Company Cars shall be treated as an Estate Asset, provided that none of the Company Cars may be redesignated as a Foreclosed Asset or an Excluded Asset without the written agreement of the First Lien Agent and the DIP Lenders.

(b) Proceeds from the liquidation or other disposition of the Debtors' Company Cars shall be distributed as follows: (a) 80% of the net proceeds of the Company Cars (the "First Lien Share") shall promptly be indefeasibly paid to the First Lien Agent, and (b) 20% of the net proceeds of the Company Cars (the "Remaining Share") shall, upon the liquidation or other disposition, be deemed proceeds of the DIP Collateral, and shall be held by the Debtors subject to treatment under the Winddown Order.

(c) The Car Amounts, as defined in Jones Day Fee Order and the Capstone Fee Order, shall be paid from the proceeds of the Company Cars before distribution to the First Lien Agent or any other party under paragraph 15(b) above.

(d) Other than the Car Amounts addressed in paragraph 15(c) above, (a) 80% of all Company Cars Costs will be paid by the First Lien Agent from the First Lien Share or other Cash Collateral (but not from the DIP Collateral); and (b) 20% of all Company Cars Costs will be paid from the Remaining Share or other DIP Collateral (but not from the Cash Collateral or other First Lien Collateral), pursuant to a mechanism to be agreed upon by the parties.

(e) As used herein, "Company Car Costs" shall mean the actual out-of-pocket costs (including the reasonable fees and expenses of the Debtors' professionals) incurred by the Debtors for the purpose of liquidating (or otherwise disposing of) or preserving the Company Cars. For the avoidance of doubt, the extinguishment of the Creditors' Committee's Challenge Rights in paragraph 17 below shall include its Challenge Rights (if any) with respect to the Company Cars.

16. Payment of Proceeds of Collateral to the First Lien Agent. With respect to the Cash Collateral held by the Debtors' estates as of the date of entry of this Agreed Order from prior asset sales, liquidations or collections of assets subject to the asserted first liens of the First Lien Lenders, (a) \$15 million of proceeds will be used to fund the Reserve, as described above; (b) proceeds in the amount of the First Lien Daimler Contribution will be segregated for the sole purpose of funding the Daimler Litigation Costs as part of a fund comprised of the First Lien Daimler Contribution and the Committee Car Proceeds (collectively, the "Daimler Fund"); (c) the proceeds of Company Cars shall be treated as set forth in paragraph 15 above; and (d) all

other proceeds shall promptly be indefeasibly paid to the First Lien Agent (except to the extent that any such proceeds constitute Disputed Collateral). Other than the proceeds of Company Cars subject to paragraph 15 above, the net proceeds of the sale of any Covered Assets (after paying any Closing Costs) will promptly be indefeasibly paid to the First Lien Agent as set forth in this Agreed Order; *provided that*, if the Reserve has fallen below the Minimum Amount, the net proceeds will be used first to replenish the Reserve to the Minimum Amount before any remaining net proceeds are paid to the First Lien Agent (it being agreed that the Debtors will provide a calculation of the balance in the Reserve on a monthly basis to the First Lien Agent). Any amounts remaining in the Reserve and the Daimler Fund after used for their intended purposes hereunder will be promptly paid to the First Lien Agent as described herein. Any and all payments made to the First Lien Agent hereunder shall be received free and clear of any claim, charge, assessment or other liability.

17. Reservation or Waiver of Rights.

(a) Notwithstanding the occurrence of the Termination Date (as defined in the Cash Collateral Order), the Debtors may continue to use the First Lien Lenders' cash collateral during the Covered Period in accordance with the terms hereof. Except as expressly provided herein, the rights of the First Lien Agent and the First Lien Lenders under the Cash Collateral Order are expressly preserved and not in any way modified or prejudiced by the terms hereof, *provided, however*, the First Lien Agent (on behalf of itself and the First Lien Lenders) hereby expressly waives any rights the First Lien Lenders may have (if any) to assert a superpriority claim (in accordance with the Cash Collateral Order or otherwise) for Adequate Protection Obligations (as defined in the Cash Collateral Order) or any other superpriority claim.

(b) If the Reserve falls below the Minimum Amount, the Debtors reserve the right (if any) to pursue a surcharge claim under section 506(c) of the Bankruptcy Code to replenish the Reserve or otherwise to pay the Covered Costs.

(c) Upon entry of this Order and the Winddown Order, the Challenge Rights of the Creditors' Committee under paragraph 19 of the Cash Collateral—including, without limitation, any rights of the Creditors' Committee to challenge the liens on the Company Cars or to assert claims under section 506(c) or 552(b) of the Bankruptcy Code—are deemed waived and extinguished.

(d) The rights (if any) of the DIP Lenders under the DIP Financing Order, as well as any rights of the DIP Lenders with respect to the Company Cars reserved in the Order, Pursuant to Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, (A) Authorizing the Sale of Certain of the Debtors' Company Cars to Chrysler Group LLC, Free and Clear of Liens, Claims and Encumbrances and (B) Granting Certain Related Relief (Docket No. 5474), are deemed resolved on the terms set forth herein.

(e) The First Lien Lenders agree not to oppose a release by the Debtors, their estates, their respective successors, assigns and any and all entities who may purport to claim by, through, for or because of them of the Debtors' current and former directors and officers from all liabilities and obligations related to or arising in connection with the Debtors' chapter 11 cases, including the releases sought in the Motion of Debtors and Debtors in Possession for Entry of an Order (A) Authorizing the Debtors to Implement Modifications to Chrysler LLC's Post Closing Governance Structure, (B) Approving the Release of Officers and Directors and (C) Authorizing the Debtors to Obtain Replacement Directors and Officers

Liability Insurance (Docket No. 1116), whether approval of such releases is sought pursuant to a chapter 11 plan or otherwise.

18. Reporting. Other ongoing reporting mechanisms will be established by agreement of the parties.

19. Effectiveness. This Agreed Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon entry as of September 1, 2009. There shall be no stay of the effectiveness of any aspect of this Agreed Order under Bankruptcy Rule 4001(a)(3) or otherwise.

20. Retention of Jurisdiction. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Agreed Order.

Dated: November 19, 2009  
New York, New York

s/Arthur J. Gonzalez  
UNITED STATES BANKRUPTCY JUDGE

AGREED AS TO FORM AND SUBSTANCE:

s/Corinne Ball  
Corinne Ball  
Veerle Roovers  
JONES DAY  
222 East 41st Street  
New York, New York 10017  
Telephone: (212) 326-3939  
Facsimile: (212) 755-7306

s/Peter V. Pantaleo  
Peter V. Pantaleo  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
12th Floor  
New York, New York 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502

David G. Heiman  
JONES DAY  
North Point  
901 Lakeside Avenue  
Cleveland, Ohio 44114  
Telephone: (216) 586-3939  
Facsimile: (216) 579-0212

ATTORNEYS FOR JPMORGAN CHASE, N.A.,  
IN ITS CAPACITY AS FIRST LIEN AGENT

Jeffrey B. Ellman  
JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 581-3939  
Facsimile: (404) 581-8330

ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION



**EXHIBIT A**

**Re: Allocation of Collateral**

*\$ Millions*

**Inventory**

	<b>1st Lien Lender Collateral</b>	<b>UST Collateral</b>
Company Car Sales	80%	20%
Company Car Lease Revenue	X	
Manheim Auction proceeds (1)	80%	20%

**Tax Receivables**

Tax Periods ending Pre-Petition	X	
Tax Periods ending Post-Petition		X

**Financial Assets**

Commodity	X	
Derivatives	X	
Other Financial Assets	X	

**Rented Facilities**

Magna (monthly rent)		X
Beijing Lease - Security Deposit	X	

**Miscellaneous**

Professional Fee Reimbursements - funded Pre-Petition	X	
Professional Fee Reimbursements - funded Post-Petition		X
Prepaid Assets/Deposits - funded Pre-Petition	X	
Prepaid Assets.Deposits - funded Post-Petition		X
Interest Income		X
Insurance Recovery	X	
Safeco Bonds		X
Receipt for Carlsbad Prop. Sale Legal Fees		X
FKS - Lebanon	X	
Closure of Comerica Payroll		X
Rabbi Trusts	X	
Utility Assurance Deposit		X
Litigation Claims - Contractual Filed Pre-Petition	X	
Litigation Claims - Tort Filed Pre-Petition		X
Litigation Claims - Contractual Filed Post-Petition	X	
Litigation Claims - Tort Filed Post-Petition		X
Litigation Avoidance Actions (including Daimler)		X
Surety Bonds - Funded Pre-Petition	X	
Pre-Petition Letters of Credit	X	
Stock Interest in Non-Debtors	X	
Guarantees & Warranties Made by Third Parties	X	
Rights Under Equipment/IT Leases	X	
Permits	X	
Supplier and other Agreements	X	

**Old Carco LLC**

**Re: Allocation of Collateral**

\$ Millions

**Real Property incl. PP&E**

- Newark Assembly Plant
- Newark PDC
- Twinsburg
- Sterling Heights Assembly Plant
- St. Louis North
- St. Louis South
- Detroit Axle
- Plymouth Road Engineering Center
- Mark Twain Warehouse (PROC)
- Kenosha
- Mt. Elliot Vacant Land
- Featherstone Road Engineering Center
- Oakland Technology Park
- Mound Road Parking Lot
- Indy Foundry
- Blue Lake South
- Warman Vacant Lot, Indianapolis
- New Venture Gear
- Ballinger, Texas
- Huntsville
- Toledo Jeep Parkway
- (Other Properties)*
- Leasehold Interest in Real Property (Debtor as Lessee)
- Sale of Robotic Equipment - Newark
- Kankakee Warehouse
- Hybrid JV - M&E Settlement

	<b>1st Lien Lender Collateral</b>	<b>UST Collateral</b>
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
	X	
		X
		X
		X
		X
		X
		X
		X
		X
		X
		X
		X
		X
	X	
		X
	X	

**Footnote:**

(1) The "Manheim Auction proceeds" means the proceeds from the sale of the cars identified on the spreadsheets previously provided to Chrysler Financial Services Americas, LLC."

**EXHIBIT B**



EXHIBITX.A.135

FORM OF LIQUIDATION TRUST AGREEMENT

[To be filed]

EXHIBIT X.A.136

LIQUIDATION TRUST ASSETS

[To be filed]

EXHIBIT X.A.179

RESTRUCTURING TRANSACTIONS

[To be filed]