EPIQ BANKRUPTCY SOLUTIONS, LLC

STANDARD SERVICES AGREEMENT

Between Epiq Bankruptcy Solutions, LLC (formerly known as Bankruptcy Services LLC), a New York limited liability company ("Epiq") and Chrysler LLC (the "Customer"), dated as of November 21, 2008 (the "Effective Date").

In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this Agreement and in the schedule attached hereto (the "Agreement"), Epiq agrees to furnish Customer with computerized bankruptcy support services and bankruptcy administrative services (collectively, the "Services") according to the pricing schedule annexed hereto (the "Schedule"). This Schedule sets forth individual unit pricing for services provided by Epiq. The price listed for each service represents a bona fide proposal for that service and the Customer may accept separate Service components or may accept the Services listed in their entirety. Services will be provided when requested by the Customer. Services are mutually exclusive and are deemed delivered and accepted when provided by Epiq.

2. Term and Termination.

2.1 Term. This Agreement shall become effective on the Effective Date and shall remain in effect until terminated in accordance with this Section 2, or until the completion of the Services contemplated by this Agreement.

2.2 Termination. Customer may terminate this Agreement at any time without cause effective ten (10) days after Epiq's receipt of written notice from Customer. Epiq may terminate this Agreement at any time without cause effective ninety (90) days after Customer's receipt of written notice from Epiq. Except with respect to potential obligations under Section 7 hereof, Customer's sole and exclusive obligation to Epiq upon either party's termination under this Section shall be the payment of unpaid charges due and payable for Services properly performed up to the effective date of termination. In no event will Customer be liable to Epiq for any future or anticipated fees or profits on account of a termination under this Section. The parties acknowledge that the first $100 paid under this Agreement is adequate and specific consideration for the rights under this Section.

3. Charges.

3.1 For Services and materials furnished by Epiq under this Agreement, Customer shall pay the charges set forth in the schedule annexed hereto attached hereto and made a part of this Agreement. Epiq will bill Customer monthly. All invoices shall be due and payable upon receipt. In the case of a dispute between Customer and Epiq over charges that have been billed to the Customer, Customer may withhold amounts equal to the disputed amount until the parties settle the dispute. Epiq shall continue to perform all of its obligations under this Agreement pending the resolution of such dispute; provided, however, this provision shall not amend or supersede Epiq's rights as set forth in Section 2.2 hereof.

3.2 Epiq reserves the right to reasonably increase its prices, charges and rates annually on January 2nd of each year beginning in 2010. However, if such increases exceed 10%, Epiq will be required to give sixty (60) days prior written notice to Customer.

3.3 Customer agrees to pay Epiq for all materials necessary for Epiq's performance under this Agreement, other than computer hardware and software, and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, postage and related items.

3.4 In addition to all charges for services and materials hereunder, Customer shall pay to Epiq all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by Epiq or paid by Epiq to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income.

3.5 In addition to all other charges for services and materials hereunder, Customer shall pay to Epiq any actual charges related to, arising out of or as a result of any Customer error or omission, as mutually agreed by Epiq and Customer. Such charges shall include but not be limited to re-runs and any additional clerical work billed at the Epiq then prevailing standard rates, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the schedule annexed hereto. Epiq shall immediately correct any of its errors or omissions identified or discovered in the performance of its Services without additional cost to the Customer.

3.6 Where the Customer requires measures that are unusual and beyond normal business practice of Epiq such as but not limited to CPA audit, errors and omissions insurance, or off premises storage of data, the cost of such measures, if provided by Epiq, shall be charged to the Customer at a competitive rate as mutually agreed by Epiq and the Customer.

3.7 In the event of termination due to Customer's default, Customer shall be liable for all amounts then owing.

3.8 Customer shall pay Epiq a retainer in the amount of $25,000 to be applied upon termination of this Agreement against Epiq's final invoice for the services provided herein. Epiq shall return to Customer any unused portion of this retainer after it is applied to Epiq's final invoice.

4. Confidentiality.

Customer and Epiq have entered into a non-disclosure agreement (the "NDA"), a copy of which is attached hereto as Exhibit A. The terms and conditions of the NDA are incorporated herein by this reference.

5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by the Customer ("Property"). Charges paid by Customer do not vest in Customer any rights to the Property, it being expressly understood that the Property is made available to Customer under this Agreement solely for Customer's use during and in connection with each use of the Epiq equipment and services. Customer agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

Upon termination of this Agreement, Epiq shall dispose of all data, programs, storage media or other materials furnished by Customer ro Epiq that constitute confidential information (as such term is defined in the NDA, "Confidential Information") in accordance with the NDA. All other data, programs, storage media or other materials furnished by the Customer to Epiq in connection with this Agreement may be retained by Epiq until the services provided herein are paid for, or until this Agreement is terminated with the services provided herein having been paid for in full. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by Epiq at the direction of Customer. Epiq shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days advance notice, Epiq reserves the right to dispose of data or media maintained by Epiq for Customer if Customer has not utilized the services provided herein for a period of at least

ninety (90) days or if Customer has not paid all charges due to Epiq. Unless otherwise required by applicable law or court order to maintain such data or media.

7. Limitations of Liability, Warranty and Indemnity.

7.1 Customer is responsible for the accuracy of the programs and data it submits for processing to Epiq and for the output. Customer agrees to initiate and maintain backup files that would allow Customer to regenerate or duplicate all programs and data submitted by Customer to Epiq.

7.2 Warranty

7.2.1 Standard of Performance. Epiq represents and warrants that it shall perform all Services (a) in a diligent, efficient and trustworthy manner, and (b) for the purposes of advancing Customer's business and (c) consistent with the highest professional standards in the field.

7.2.2 Compliance with Laws. Epiq represents and warrants that it will, in the performance of this Agreement, comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances.

7.3 Except with respect to breaches under Section 4 (Confidentiality), Customer shall indemnify and hold Epiq, its officers, employees and agents harmless against any losses, claims, damages, judgments, liabilities and expense (including reasonable counsel fees and expenses) resulting from action taken by Epiq in good faith with due care and without negligence in reliance upon instructions or orders received from Customer as to anything arising in connection with its performance under this Agreement. Except with respect to breaches under Section 4 (Confidentiality) above, Epiq shall be without liability to Customer with respect to any performance or non-performance, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. Except with respect to breaches under Section 4 (Confidentiality) above, in no event shall liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement exceed the total amount billed or billable to Customer for the portion of the particular work which gave rise to the loss or ~~either~~ damage. Except with respect to breaches under Section 4 (Confidentiality) above, in no event shall ~~Epiq~~ be liable for *either party* any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

8. Confidential On-Line Workspace

Upon request of the Customer, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to the Customer pursuant to this Agreement; and (b) with the consent of the Customer and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

9. General

9.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.

9.2 This Agreement may not be assigned by Customer without the express written consent of Epiq, which consent shall not be unreasonably withheld. This Agreement may not be assigned by Epiq without the express written consent of Customer. The services provided under this Agreement are for the sole benefit and use of Customer, and shall not be made available to any other persons.

9.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law.

9.4 Except as otherwise set forth in Section 4 of this Agreement, the parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

10.5 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Bankruptcy Solutions, LLC
757 Third Avenue, Third Floor
New York, New York 10017
Attn: Ron Jacobs

If to Customer:

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326
Attn: General Counsel

With a copy to:

Veerle Roovers, Esq.
Jones Day
222 East 41st Street
New York, New York 10017-6702

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

EPIQ BANKRUPTCY SOLUTIONS, LLC

Name: Daniel C. McElhinney
Title: Executive Director

CHRYSLER LLC
By:
Name: Thomas E. Gunton
Title: Assistant General Counsel & Assistant Secretary

epiq
SYSTEMS

Pricing

Case Management Services:

Title	Rate Range	Average Rate
Clerk	$36 - $54 per hour	$ 45.00
Case Manager (Level 1)	$112 - $157 per hour	$128.25
IT Programming Consultant	$126 - $171 per hour	$148.50
Case Manager (Level 2)	$166 - $198 per hour	$182.25
Senior Case Manager	$202 - $247 per hour	$222.75
Senior Consultant	TBD	TBD*

The level of Senior Consultant activity will vary by engagement. If such services are required, the usual average rate is $265 per hour. Please note that any additional professional services not specifically covered by this proposal will be charged at hourly rates, including any outsourced data input services performed under our supervision and control. Outside vendors may charge a premium for weekend and overtime work. The client will not be billed for travel time.

Claims Management Services:

Database and System Access (No restriction on number of users)	$ .10 per record per month
Data Transfer	$ .10 per creditor
Manual Claims Input	$ .35 per claim plus hourly rates
Document Storage	Waived

epiQ SYSTEMS

Pricing

Printing, Mailing and Noticing:

Set up	Waived
Printing	$ .10 per image and/or page including the envelope face)
Collate, fold and/or insert	$ .10 each piece
Postage and overnight delivery	At cost
Electronic noticing	$ .02 per page
Legal notice publishing	Quote prior to publishing
Claim acknowledgement card	$ .25 per notice
Fax	$ .20 per page

The $.10 per unit cost for printing will be reduced by 10% for all images over 250,000 per print job.

Document Management/Imaging:

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Electronic imaging (scanning/bar coding)	$ .30 per image
Additional OCR capture	$ .10 per image
CD burning (mass document storage)	Varies upon requirements
Stand Alone Case Website Construction	$150.00 per hour
Hosting Case Specific Site	$200.00 per month
Case Data Web Traffic	Waived

Confidential Document Management:

Standard Confidential on-line workspace	$1.30 per page per 9 months

Call Center Services:

Standard Call Center Setup	$2,500
Call Center Operator	$75 per hour
Voice Recorded Message	$.19 per minute
Standard Call Center Support/Maintenance	$200 per month

Additional call center services not specifically covered by this proposal will be charged at hourly rates or at a unit price to be determined. Specifically, such tasks as reviewing and managing traffic reports, assigning and supervising staff, call auditing, quality control testing, training and the like will be billed at the applicable hourly rate.

epiq SYSTEMS
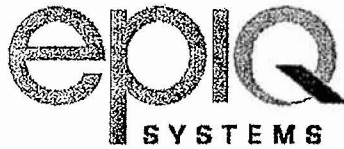
Pricing

Voting Tabulation and Reports:

Set-up, tabulation and vote verification	Applicable consulting fees only
Printing and mailing of ballots	Subject to unit pricing for mailing and noticing above
Solicitation and Notification of Public Securities Holders	Varies upon requirements

Please note that Epiq will coordinate outside services for notice publication, printing and scanning upon request. Reimbursable expenses including travel, envelopes and courier services are billed at cost. Postage is payable in advance of any mailings.

Disbursements:

Transaction fees:

Per check or Form 1099	$1.50 each
Per record to transfer agent	$ .25 each