

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

In re:)	Chapter 11
)	Case No. 09-50002 (AJG)
CHRYSLER LLC, et al., ¹)	Jointly Administered
)	
Debtors.)	
)	

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

(“FINAL CASH COLLATERAL ORDER”)

Upon the motion, dated May 4, 2009 (the “Motion”), of Chrysler LLC (“Company”) and its affiliated debtors, each as debtor and debtor-in-possession (collectively, the “Debtors”) in the above-captioned cases (the “Cases”) for interim and final orders under sections 105, 361, 362, 363(c) and 363(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the “Bankruptcy Rules”), seeking:

(I) authorization for the Debtors to (a) use the Cash Collateral (as defined in paragraph 3(b) below) pursuant to sections 361, 362 and 363 of the

¹ The Debtors in these cases include: The Company and the following subsidiary guarantors: (i) Chrysler International Corporation, Chrysler International Limited L.L.C., Chrysler International Services S.A., Chrysler Realty Company LLC, Chrysler Technologies Middle East Ltd., Chrysler Service Contracts Inc., Chrysler Aviation Inc., Chrysler Motors LLC, Chrysler Transport Inc., Chrysler Vans LLC, DCC 929, Inc., Dealer Capital, Inc., Global Electric Motorcars, LLC, NEV Service, LLC, TPF Asset, LLC, and TPF Note, LLC, each organized or formed, as the case may be, under the laws of the State of Delaware, (ii) Chrysler Service Contracts Florida, Inc., a Florida corporation and (iii) NEV Mobile Service, LLC, a California limited liability company. The following are also Debtors in these cases but are not Loan Parties and are not included as “Debtors” for the purposes of this Order: Chrysler Dutch Investment LLC, Chrysler Dutch Operating Group LLC, Chrysler Dutch Holding, LLC, Chrysler Institute of Engineering and Peapod Mobility LLC.

Bankruptcy Code, and all other Prepetition First Lien Collateral (as defined in paragraph 3(b) below) and (b) provide adequate protection to the First Priority Secured Parties² including the lenders (collectively, the “Prepetition First Priority Lenders”) under the \$7,000,000,000 Amended and Restated Credit Agreement, dated as of November 29, 2007 (as amended, supplemented or otherwise modified, the “First Priority Facility”) among Carco Intermediate Holdco II LLC, the Company, JPMorgan Chase Bank, N.A., as administrative agent for the Prepetition First Priority Lenders (in such capacity, the “First Priority Agent”), Goldman Sachs Credit Partners L.P., and Citibank, N.A., as syndication agents, Bear, Stearns & Co. Inc., and Morgan Stanley Senior Funding, Inc., as documentation agents and the banks and financial institutions party thereto as lenders;

(II) to schedule, pursuant to Bankruptcy Rule 4001, an interim hearing (the “Interim Hearing”) on the Motion to be held before this Court to consider entry of an interim order (the “Interim Order”) (a) authorizing the Debtors to use the Cash Collateral and (b) granting adequate protection to the First Priority Secured Parties; and

(III) to schedule, pursuant to Bankruptcy Rule 4001, a final hearing (the “Final Hearing”) for this Court to consider entry of a final order (the “Final

² Defined terms used in this Order and not otherwise defined have the meaning given to such term in the Loan Documents, as such term is defined in the First Priority Facility.

Order”) authorizing the Debtors on a final basis to continue to use the Cash Collateral and authorizing and approving the relief requested in the Motion to become effective pursuant to the Final Order.

The Interim Hearing having been held by this Court on May 4, 2009 and the Final Hearing having been held by this Court on May 27, 2009; and upon the record made by the Debtors at the Interim Hearing and the Final Hearing; and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Jurisdiction.* This Court has core jurisdiction over the Cases commenced on April 30, 2009 (the “Petition Date”), this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. *Notice.* Notice of the Motion, the relief requested therein and the Final Hearing was served by the Debtors upon: (1) counsel for the Official Committee of Unsecured Creditors appointed in the Cases (the “Committee”), (2) the cash management banks with whom the Debtors maintain deposit, lockbox, concentration, disbursement and similar accounts, (3) counsel for the First Priority Agent, (4) counsel for the agent under the Owners’ Loan Agreement, (5) counsel for the Third Priority Lender, (6) the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”), (7) counsel for Cerberus, (8) counsel for the UAW, (9) counsels for the DIP Lenders and (10) all other parties on the master service list proposed by the Debtors for these cases. Under the circumstances, the notice given by the Debtors of the

Motion, the relief requested therein and the Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (c).

3. *Findings Regarding the use of Cash Collateral and Prepetition First Lien Collateral.*

(a) Good cause has been shown for the entry of this Order.

(b) The Debtors' obligations under the First Priority Facility are secured by liens granted to the Collateral Trustee on certain property of the estate (the "Prepetition First Lien Collateral"). The Debtors are currently in possession of cash that is Prepetition First Lien Collateral and may generate additional cash proceeds from the ordinary course sale or other disposition of other Prepetition First Lien Collateral, which cash and cash proceeds are cash collateral of the First Priority Secured Parties within the meaning of Section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(c) As set forth in the Motion, the Debtors have commenced these Cases in an effort to implement a prompt sale that will preserve the going concern value of their businesses, which, if approved by this Court, may be the proposed sale pursuant to section 363 of the Bankruptcy Code and that certain Master Transaction Agreement between the Debtors, New CarCo Acquisition LLC ("New Chrysler") and Fiat S.p.A. (collectively with other ancillary and supporting documents the "Purchase Agreement"), under which, among other things: (i) the Debtors will transfer the majority of their operating assets to New Chrysler; (ii) an affiliate of Fiat S.p.A. will acquire 20% of the equity in New Chrysler, with the right to acquire additional equity under certain circumstances; (iii) Fiat S.p.A. will provide New Chrysler with access to

certain vehicle platforms and technology; and (iv) Chrysler will receive \$2,000,000,000 in cash (the transactions described above and contemplated by the Purchase Agreement, the “Fiat Transaction”).

(d) The terms of the use of the Cash Collateral pursuant to this 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.

(e) The terms of the use of the Prepetition First Lien Collateral (including the Cash Collateral) have been the subject of extensive negotiations conducted in good faith and at arm’s length among the Debtors and the First Priority 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 are hereby found to be entities that have acted in “good faith” in connection with the negotiation and entry of this Order.

(f) The Debtors have requested entry of this Order pursuant to Bankruptcy Rule 4001(b)(2). The use of the Prepetition First Lien Collateral (including the Cash Collateral) in accordance with this Order is in the best interest of the Debtors’ estates.

(g) The First Priority Agent has consented to the use of the Cash Collateral and the Prepetition First Lien Collateral on the terms set forth herein.

4. *Authorization Of Use of Cash Collateral and Prepetition First Lien Collateral.*

(a) The Debtors are hereby authorized to use the Cash Collateral in accordance with the Approved Budget, which is attached as Exhibit 3 to the Court’s Order

entered on May 20, 2009 authorizing the Debtors to obtain postpetition financing, (the “DIP Order”), and subject to the terms of the DIP Order, during the period from the Petition Date through and including the Termination Date for general corporate purposes during the Cases in accordance with the terms and conditions of this Order.

(b) Except as expressly set forth herein, this Order does not address the disposition of any Prepetition First Lien Collateral outside the ordinary course of business or the Debtor’s use of the Cash Collateral resulting therefrom.

5. *Entitlement to Adequate Protection.*

The First Priority Secured Parties are entitled, pursuant to sections 361 and 363(c)(2) of the Bankruptcy Code, to adequate protection of their interests in the Cash Collateral and other Prepetition First Lien Collateral, in an amount equal to the aggregate diminution in value of the Cash Collateral and other Prepetition First Lien Collateral resulting from the sale, lease or use by the Debtors of Cash Collateral and any other Prepetition First Lien Collateral or resulting from the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code (the amount of such diminution in value, the “Adequate Protection Obligations”).

6. *Adequate Protection Claims and Liens.*

As adequate protection, the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties are hereby granted the following claims, liens, rights and benefits:

(a) Section 507(b) Claim. The Adequate Protection Obligations due to the First Priority Secured Parties shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code, with priority in payment over any and all administrative expenses of the

kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including without limitation, sections 326, 328, 330, 331 and 726 of the Bankruptcy Code, and shall at all times be senior to the rights of the Debtors, and any successor trustee or any creditor, in the Cases or any subsequent proceedings under the Bankruptcy Code (the “Adequate Protection Claim”), subject and subordinate only to the DIP Super-priority Claim (as such term is defined in the DIP Order);

(b) Adequate Protection Liens. As security for the Adequate Protection Obligations owing to the First Priority Secured Parties, effective and perfected upon the date of this Order and without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or the possession or control by the Collateral Trustee of any Collateral, the following security interests and liens are hereby granted to the Collateral Trustee, for its own benefit and the benefit of the First Priority Secured Parties (all property identified in clause (i) below being collectively referred to as the “Collateral”) and, all such liens and security interests granted to the Collateral Trustee, for its benefit and for the benefit of the First Priority Secured Parties pursuant to this Order, the “Adequate Protection Liens”):

(i) Replacement Liens. A valid, binding, continuing, enforceable, fully-perfected junior lien on, and security interest in all tangible and intangible prepetition and postpetition property of the Debtors whether now existing or hereafter acquired. The Adequate Protection Liens shall not be (i) subject or subordinate to (A) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy

Code or (B) except to the extent otherwise required by law, any liens arising after the Petition Date, including without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors, or (ii) subordinated to or made *pari passu* with any other lien or security interest granted under sections 363 or 364 of the Bankruptcy Code or otherwise. Notwithstanding the foregoing, the Adequate Protection Liens shall be junior to the DIP Lien (as such term is defined in the DIP Order) on all property of the estates other than property that constitutes Prepetition First Lien Collateral.

(c) Notwithstanding any other provision herein, upon consummation of the Fiat Transaction, not less than \$2 billion in cash of the purchase price shall be allocated as proceeds of Collateral and shall be indefeasibly paid immediately upon consummation of the Fiat Transaction directly from New Chrysler to the First Priority Agent for immediate distribution to the First Priority Secured Parties pursuant to the First Priority Facility.

(d) The Debtors shall provide to the First Priority Agent and the Prepetition First Priority Lenders (with a copy to counsel for any Committee): copies of all financial reports and information delivered to the DIP Lenders pursuant to the DIP Credit Agreement concurrently upon delivery thereof to the DIP Lenders. In addition, the Debtors shall permit representatives, agents and/ or employees of the First Priority Agent or any of the Prepetition First Priority Lenders to have reasonable access to its premises and non-privileged records during normal business hours (without unreasonable interference with the proper operation of the

Debtors' business) and shall cooperate, consult with and provide to such persons all such non-privileged information as they may reasonably request from time to time.

(e) As additional adequate protection, the Debtors are authorized and directed, within 10 days of the submission of invoices therefor, to pay or reimburse all reasonable fees, costs and charges incurred by the First Priority Agent or the Collateral Trustee (including, without limitation, the reasonable fees and out-of-pocket disbursements of lead and local counsel and financial advisors to the First Priority Agent and the Collateral Trustee), in each case, in connection with matters relating to this Order and the monitoring of the Cases or the enforcement and protection of the rights and interests of the First Priority Agent, the Collateral Trustee and the Prepetition First Priority Lenders in respect of the Adequate Protection Obligations and the First Priority Secured Obligations. None of the fees, costs and expenses payable pursuant to this paragraph shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto.

7. The Debtors' right to use the Cash Collateral pursuant to this Order shall terminate (the date of any such termination, the "Termination Date") upon 5 business days' written notice (the "Notice") to the Debtors (with a copy to counsel for any statutory committee appointed in the Cases and the United States Trustee) after the occurrence and continuance of any of the following events (the "Events of Default") beyond any applicable grace period set forth below:

(a) Failure of the Debtors to make any payment to the First Priority Agent, the Collateral Trustee or the First Priority Secured Parties as and when required by this Order;

(b) Failure of the Debtors to (i) comply with any material terms of this Order, or (ii) comply with any other covenant or agreement specified in this Order (other than those described in clause (i) above) and such failure to comply with any such other covenant or agreement shall continue unremedied for more than three (3) business days;

(c) Any of the Cases shall be dismissed or converted to a Chapter 7 case; or a Chapter 11 trustee with plenary powers, a responsible officer, or an examiner with enlarged powers relating to the operation of the businesses of the Debtors (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Cases;

(d) An order shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying this Order in a manner that the First Priority Agent determines to be adverse to the interests of the First Priority Secured Parties;

(e) A filing by any Debtor (or any successors and assigns) of any motion or application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the First Priority Secured Obligations or any other cause of action against and/or with respect to the First Priority Secured Obligations, the prepetition liens securing such First Priority Secured Obligations, the First Priority Agent or any of the First Priority Secured Parties;

(f) Other than payments authorized by the Court and which are set forth in the Approved Budget any Debtor shall make any payment (whether by way of adequate

protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables, unless consented to by the DIP Lenders;

(g) (i) The Purchase Agreement shall be terminated by any party thereto, or
(ii) the Fiat Transaction shall be consummated; or

(h) An Event of Default (as defined in the DIP Credit Agreement) shall have occurred and be continuing for 5 Business Days.

The Debtors shall promptly provide notice to the First Priority Agent, the Collateral Trustee and the DIP Lenders (with a copy to counsel to the Committee and the U.S. Trustee) of the occurrence of any Event of Default. Notwithstanding clauses (b), (c) and (f) of the foregoing, the Termination Date arising from the occurrence of the events set forth therein shall not occur unless and until the Required Lenders (as defined in the DIP Credit Agreement) shall have exercised remedies pursuant to section 7.2 of the DIP Credit Agreement.

8. *Remedies Upon the Termination Date.* Upon the Termination Date (and the delivery of the Notice, if required) the automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit, (i) the First Priority Agent to immediately terminate the right of the Debtors to use Cash Collateral, and (ii) the First Priority Agent and/or the Collateral Trustee to exercise all rights and remedies against the Collateral and the Prepetition First Lien Collateral provided for in the Loan Documents and this Order (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the First Priority Agent or any Prepetition First Priority Lender). The delay or

failure of the First Priority Agent, the Collateral Trustee or the First Priority Secured Parties to exercise rights and remedies under the Loan Documents or this Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise, unless any such waiver is pursuant to a written instrument executed in accordance with the terms of the Loan Documents.

9. *Payments Free and Clear.* Any and all payments or proceeds remitted to the First Priority Agent on behalf of the Prepetition First Priority Lenders or the Collateral Trustee on behalf of the First Priority Secured Parties pursuant to the provisions of this Order or any subsequent order of this Court shall be received free and clear of any claim, charge, assessment or other liability, including without limitation, the Carve Out and any such claim or charge arising out of or based on, directly or indirectly, sections 506(c) (whether asserted or assessed by, through or on behalf of the Debtors) or 552(b) of the Bankruptcy Code.

10. *Reservation of Rights of First Priority Secured Parties.* Based upon the consent of the First Priority Agent, this Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the First Priority Secured Parties. Notwithstanding any other provision hereof, the grant of adequate protection to the First Priority Secured Parties pursuant hereto is without prejudice to the right of the First Priority Agent and the Majority First Priority Secured Parties to seek modification of the grant of adequate protection provided hereby so as to provide different or additional adequate protection, and without prejudice to the right of the Debtors or any other party in interest to contest any such modification. Except as expressly provided herein, nothing contained in this Order (including

without limitation, the authorization to use any Cash Collateral) shall impair or modify any rights, claims or defenses available in law or at equity to any First Priority Secured Party.

11. *Perfection Of Adequate Protection Liens.*

(a) The First Priority Agent and the Collateral Trustee are hereby authorized, but not required, to file or record financing statements, intellectual property filings, mortgages, notices of lien or similar instruments in any jurisdiction, take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the First Priority Agent, and the Collateral Trustee shall, in their sole discretion, choose to file such financing statements, intellectual property filings, mortgages, notices of lien or similar instruments, take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the date of entry of this Order.

(b) A certified copy of this Order may, in the discretion of the First Priority Agent and the Collateral Trustee, as the case may be, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Order for filing and recording without the imposition of any stamp, intangibles, recording or similar tax.

(c) The Debtors shall execute and deliver to the First Priority Agent and the Collateral Trustee, as the case may be, all such agreements, financing statements, instruments

and other documents as the First Priority Agent and the Collateral Trustee may reasonably request to evidence, confirm, validate or perfect the Adequate Protection Liens.

(d) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other Collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the granting of postpetition liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in favor of the First Priority Secured Parties in accordance with the terms of the Loan Documents or this Order.

12. *Preservation Of Rights Granted Under The Order.*

(a) If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (x) the Adequate Protection Claims, the other administrative claims granted pursuant to this Order and the Adequate Protection Liens, shall continue in full force and effect and shall maintain their priorities as provided in this Order until all Adequate Protection Obligations shall have been paid and satisfied in full (and that such Adequate Protection Claims, the other administrative claims granted pursuant to this Order and the Adequate Protection Liens shall, notwithstanding such dismissal, remain binding on all

parties in interest) and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in clause (x) above.

(b) The use of Cash Collateral shall be deemed an extension of credit pursuant to section 364 of the Bankruptcy Code by the First Priority Secured Parties. If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacatur shall not affect (i) the validity, priority or enforceability of any Adequate Protection Obligations incurred prior to the actual receipt of written notice by the First Priority Agent and the Collateral Trustee, as applicable, of the effective date of such reversal, stay, modification or vacatur or (ii) the validity, priority or enforceability of the Adequate Protection Liens. Notwithstanding any such reversal, stay, modification or vacatur, any use of Cash Collateral or any Adequate Protection Obligations incurred by the Debtors hereunder, as the case may be, prior to the actual receipt of written notice by the First Priority Agent and the Collateral Trustee of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Order, and the First Priority Agent and the Collateral Trustee and the First Priority Secured Parties shall be entitled to all of the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Order with respect to all uses of Cash Collateral, and all Adequate Protection Obligations.

(c) Except as expressly provided in this Order or in the Loan Documents, the Adequate Protection Obligations, the Adequate Protection Claims, the Adequate Protection Liens and all other rights and remedies of the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties granted by the provisions of this Order and the Loan Documents

shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of the Cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Order and the Loan Documents shall continue in the Cases, in any successor cases if the Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the Adequate Protection Liens, the Adequate Protection Claims, the other administrative claims granted pursuant to this Order, and all other rights and remedies of the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties granted by the provisions of this Order and the Loan Documents shall continue in full force and effect until all Adequate Protection Obligations are indefeasibly paid in full in cash.

13. *Limitation On Use Of Collateral.* Notwithstanding anything herein or in any other order of this Court to the contrary, no Collateral or Prepetition First Lien Collateral (including the Cash Collateral) may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the Loan Documents, or the liens or claims granted under this Order or the Loan Documents, (b) assert any Claims and Defenses or any other causes of action against the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties or their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay the Collateral Trustee's assertion, enforcement or realization on the Prepetition

First Lien Collateral or the Collateral in accordance with the Loan Documents or this Order, (d) seek to modify any of the rights granted to the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties hereunder or under the Loan Documents, in the case of each of the foregoing clauses (a) through (d), without such party's prior written consent or (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an Order of this Court and (ii) permitted hereunder.

14. *Waiver of Claims and Causes of Action.* Without prejudice to the rights of any other party, including any Committee, the Debtors have waived any and claims and causes of action against the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties, and their respective agents, affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors related to this Order or the negotiation of the terms thereof.

15. *Binding Effect; Successors And Assigns.* The provisions of this Order, including all findings herein, shall be binding upon all parties in interest in the Cases, including without limitation, the First Priority Agent, the Collateral Trustee and the Secured Parties, any Committee, and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estates of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of the First Priority Agent, the Collateral Trustee, the First Priority Secured Parties, and the Debtors and their respective successors and assigns, provided that, except to the extent expressly set forth in this Order, the

First Priority Agent, and the Collateral Trustee and the First Priority Secured Parties shall have no obligation to permit the use of Cash Collateral or extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors.

16. *Limitation of Liability.* In permitting the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Order or the Loan Documents, the First Priority Agent, the Collateral Trustee and the First Priority Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Order shall in any way be construed or interpreted to impose or allow the imposition upon the First Priority Agent, the Collateral Trustee or any of the First Priority Secured Parties any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their affiliates (as defined in section 101(2) of the Bankruptcy Code).

17. *No Impact on Certain Contracts/ Transactions.* No rights of any entity under Sections 555, 556, 559, 560 and 561 of the Bankruptcy Code shall be affected by the entry of this Order as to any contract or transaction of the kind listed in such Sections of the Bankruptcy Code.

18. *Effectiveness.* This Order shall constitute findings of fact and conclusions of law and shall take effect upon entry as of the Petition Date, and there shall be no stay of execution of effectiveness of this Order.

19. *Reservation of Committee's Rights.* Notwithstanding anything in the Order or any prior order of this Court to the contrary, in the event that the Court determines, upon motion or other proceeding (for which the Committee shall have been given standing to initiate) initiated by the Committee (a "Proceeding"), that the First Priority Agent, Collateral Trustee and Secured Parties did not have a valid, perfected and unavoidable security interest to all or any portion of the Prepetition First Lien Collateral to which the \$2 billion cash portion of the consideration for the Fiat Transaction (such amount, the "Cash Payment") was allocated (as provided for in paragraph 6(c) of this Order), or finding that prepetition liens on the Prepetition First Lien Collateral should not have attached to any portion of the \$2 billion proceeds by reason of section 552(b) or section 506(c), then the Debtors' estates shall be entitled to seek a comparable amount of proceeds equal to the amount (if any) paid from the Cash Payment to be recovered solely from any proceeds realized from the sale of any remaining Prepetition First Lien Collateral (or Collateral subject to Adequate Protection Liens granted hereunder or under any other order of the Court) which is not sold to New Chrysler. The First Priority Agent, Collateral Trustee and Secured Parties reserve all their rights with respect to any Proceeding (or the commencement thereof), including their right to argue that the Cash Payment was in payment for their consent to

the sale of all or substantially all of the Prepetition First Lien Collateral and not for any particular component thereof.

Dated: June 1, 2009
New York, New York

s/Arthur J. Gonzalez

UNITED STATES BANKRUPTCY JUDGE