

FOURTH AMENDMENT TO AMENDED AND RESTATED REVOLVING CREDIT, TERM LOAN AND GUARANTY AGREEMENT AND FIRST AMENDMENT TO AMENDED AND RESTATED SECURITY AND PLEDGE AGREEMENT (this "Amendment") dated as of April 24, 2009, and effective as of the Effective Date (as hereinafter defined), among DELPHI CORPORATION, a Delaware corporation (the "Borrower"), a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, and the subsidiaries of the Borrower signatory hereto (each a "Guarantor" and collectively the "Guarantors"), each of which Guarantors is a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower, the Guarantors, the Lenders, the Administrative Agent and Citicorp USA, Inc., as Syndication Agent, are parties to that certain Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement, dated as of May 9, 2008 (as the same has been and may be further amended, modified or supplemented from time to time, the "Credit Agreement"; unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries are parties to the Amended and Restated Security and Pledge Agreement, dated as of December 12, 2008 (as the same has been and may be further amended, modified or supplemented from time to time, the "Security and Pledge Agreement", and together with the Credit Agreement, the "Existing Agreements"); and

WHEREAS, the Borrower and the Guarantors desire to modify the Existing Agreements as provided herein;

WHEREAS, the Required Lenders have agreed subject to the terms and conditions hereinafter set forth to modify the Existing Agreements in response to the Borrower's request as set forth below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

1. **Amendment to Credit Agreement.** The Credit Agreement is hereby amended by:

(a) adding the following definitions in appropriate alphabetical order in Section 1.01:

"Auto Supplier Support Program" shall mean the \$5,000,000,000 program established in April 2009 by the United States Treasury to support automotive original equipment manufacturers pursuant to which Supplier Program SPVs supported by committed credit facilities provided

by the United States Treasury will purchase accounts receivable owed to suppliers by automotive original equipment manufacturers, all as more fully described in the documents posted for Lenders on IntraLinks and listed on Exhibit A to the Fourth Amendment, as such program may from time to time be extended in duration on substantially the same terms as the program existing on the date hereof.

“Auto Supplier Program Agreements” shall mean the Supplier Purchase Agreements and any lien subordination agreements and other instruments or agreements entered into by the Borrower or its subsidiaries in connection with the Auto Supplier Support Program.

“Chrysler Receivable” shall mean each “Receivable” (as defined under the Supplier Purchase Agreements) owed by Chrysler LLC or any Affiliates thereof to the Borrower or any of its Subsidiaries.

“Finance Party” shall mean each holder of Secured Obligations (as defined in the Security and Pledge Agreement).

“Fourth Amendment” shall mean the Fourth Amendment to Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement and First Amendment to Amended and Restated Security and Pledge Agreement dated as of April 24, 2009.

“Grantor” shall have the meaning set forth in the Security and Pledge Agreement.

“Parallel Obligation” shall have the meaning given such term in Section 8.10(a).

“Principal Obligations” shall have the meaning given such term in Section 8.10(a).

“Supplier Program Receivable” shall mean each payable owed by a Supplier Program SPV to the Borrower or a Grantor in connection with the Auto Supplier Support Program.

“Supplier Program Sold Receivable” shall mean each Chrysler Receivable sold by the Borrower or any of its Subsidiaries to a Supplier Program SPV pursuant to the Auto Supplier Support Program.

“Supplier Program SPV” shall mean each special purpose Person established by Chrysler LLC or any Affiliates thereof pursuant to the Auto Supplier Support Program to purchase payables of Chrysler LLC or any Affiliates thereof owed to their suppliers pursuant to the Auto Supplier Support Program.

“Supplier Purchase Agreement” shall mean each supplier purchase agreement between the Borrower or any Subsidiary of the Borrower and any Supplier Program SPV substantially in the form of the Supplier Purchase Agreement attached as Exhibit B to the Fourth Amendment or in such other form satisfactory to the Administrative Agent and entered into in connection with the Auto Supplier Support Program.

(b) amending the definition of “Asset Sale” by (x) replacing “and” with “;” between “(viii)” and “(ix)”, and (y) adding “and (xi)” immediately following “(ix)”.

(c) amending the definition of “Eligible Receivables” in Section 1.01 by (x) replacing “.” with “; or” at the end of subsection (r) and (y) adding the following new subsection (s): “(s) the Account is a Supplier Program Sold Receivable that was required to be repurchased by the Borrower or a any Subsidiary of the Borrower pursuant to the Auto Supplier Support Program, or the Account is a Chrysler Receivable and the Borrower is an “Ineligible Supplier” under the Auto Supplier Support Program.

(d) amending Section 5.08 by adding the following at the end of such section: “Each Borrowing Base Certificate delivered on or after April 24, 2009 shall include information relating to the Supplier Program Sold Receivables and Supplier Program Receivables for the period covered by such Borrowing Base Certificate, all in such form and detail as reasonably requested by the Administrative Agent.”

(e) amending Section 6.01 by (x) deleting “and” at the end of subsection (xxi), (y) renumbering subsection (xxii) as subsection (xxiii) and (z) adding the following new subsection (xxii): “(xxii) Liens on any Supplier Program Sold Receivable created in favor of a Supplier Program SPV; and”.

(f) amending Section 6.03 by (x) deleting “and” at the end of subsection (xiii), (y) renumbering subsection (xiv) as subsection (xv) and (z) adding the following new subsection (xiv): “(xiv) Indebtedness incurred as a result of, and to the extent that, any sale of any Chrysler Receivable to a Supplier Program SPV is characterized as Indebtedness; and”.

(g) amending Section 6.09 by (x) replacing “and” before “(xi)” with “;” and (y) adding the following new subsection (xii): “and (xii) Investments in connection with repurchases by the Borrower or a Subsidiary of the Borrower of any Supplier Program Sold Receivable that was purchased by a Supplier Program SPV pursuant to the Auto Supplier Support Program to the extent such repurchases are required by the Auto Supplier Support Program”.

(h) amending Section 6.10 by (x) replacing “and” before “(x)” with “;” and (y) adding the following new subsection (xi): “and (xi) sales or other dispositions of any Chrysler Receivables to a Supplier Program SPV pursuant to the Auto Supplier Support Program”.

(i) amending and restating Section 8.01(a) in its entirety to read as follows:

“Each of the Lenders and the Issuing Lender hereby irrevocably appoints each Agent as its agent and authorizes such Agent to take such actions on its behalf (including the taking of *in rem* security, the administration of such security and the release thereof) and to exercise such powers as are delegated to such Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.”

(j) adding Section 8.09 to read as follows:

“SECTION 8.09 **Supplier Program Agreement**. The undersigned Lenders further authorize and direct the Administrative Agent in connection with the Auto Supplier Support Program to execute and deliver such agreements and instruments as shall from time to time be reasonably requested by the Borrower in order to evidence (i) the release of the Liens granted under the Security and Pledge Agreement on all Supplier Program Sold Receivables and/or (ii) the subordination of the Liens granted under the Security and Pledge Agreement on all Supplier Program Sold Receivables to the Liens granted by the Borrower or any Grantor on such Supplier Program Sold Receivables to any Supplier Program SPV, in each case in substantially the form of the Lien Priority Agreement attached as Exhibit C to the Fourth Amendment or in such other form satisfactory to the Administrative Agent.”

(k) adding Section 8.10 to read as follows:

“SECTION 8.10 **Parallel Debt (Covenant to pay the Administrative Agent)**. (a) Notwithstanding any other provision of this Agreement, each Loan Party hereby irrevocably and unconditionally undertakes to pay to the Administrative Agent, as creditor in its own right and not as representative of any other Finance Party, sums equal to and in the currency of (i) each amount payable by such Loan Party to each Finance Party (other than the Administrative Agent) under any Loan Document or other document governing the payment of any Secured Obligations, in each case as and when that amount falls due for payment under the relevant Loan Document or other document which governs such payment obligation, or would have fallen due but for the fact that it is unenforceable or not allowed or allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Loan Party (such amounts payable by the Loan Parties under the Loan Documents or such document which governs such payment obligation, other than any amounts payable under this Section 8, the “Principal Obligations”, and the parallel obligations of the Loan Parties owing to the Administrative Agent under this Section 8, the “Parallel Obligations”).

(b) The Administrative Agent shall have its own independent right to demand payment of the amounts payable by each Loan Party under this Section 8.10 and exercise remedies in respect thereof in accordance with Section 7.01 hereof; *provided* that the Administrative Agent’s right to demand repayment or exercise any remedy in respect of the Parallel Obligations shall be subject to the

provisions of the Accommodation Agreement. The Administrative Agent hereby agrees, in its capacity as creditor in respect of the Parallel Obligations, to be bound by the provisions of the Accommodation Agreement as if it were a Participant Lender. For the avoidance of doubt, the Required Lenders hereby acknowledge and agree that any direction made by the Required Lenders to the Administrative Agent under the Accommodation Agreement to forebear from exercising remedies under the Loan Documents and applicable law shall also apply to the Administrative Agent in its capacity as creditor in respect of the Parallel Obligations.

(c) (i) Any amount due and payable by a Loan Party to the Administrative Agent in respect of the Parallel Obligations shall be decreased to the extent that other Finance Parties have received (and are able to retain) payment in full of the corresponding amount on account of the Principal Obligations (*provided* that if at any time any payment of any of the Principal Obligations shall be rescinded or must otherwise be returned by any Finance Party or by any other Person upon the insolvency, bankruptcy or reorganization of any Loan Party or otherwise, the Parallel Obligation corresponding thereto shall be reinstated, all as though such payment had not been made at such time) and (ii) any amount due and payable by a Loan Party to the other Finance Parties in respect of the Principal Obligations shall be decreased to the extent that the Administrative Agent has received (and is able to retain) payment of the corresponding amount on account of the Parallel Obligations. For greater certainty, any amounts outstanding in respect of the Parallel Obligations shall be immediately and automatically terminated and cancelled upon the Full Satisfaction Of Secured Obligations (as defined in Section 22 of the Security and Pledge Agreement).

(d) The rights of the Finance Parties other than the Administrative Agent to receive payment on account of the Principal Obligations are several and are separate and independent from, and without prejudice to, the rights of the Administrative Agent to receive payment on account of the Parallel Obligations. Each Loan Party's Parallel Obligation under this Section 8.10 owing to the Administrative Agent constitutes a single and separate obligation from any Principal Obligation.

(e) Notwithstanding that the Principal Obligations may be expressed in different currencies, the Parallel Obligations shall be expressed in Dollars. For the purposes of establishing the aggregate amount of the Parallel Obligations outstanding from time to time, the Principal Obligations expressed in other currencies shall be notionally converted to Dollars at the Administrative Agent's prevailing rate of exchange on the date of such conversion.

(f) Any amounts received by the Administrative Agent in respect of the Parallel Obligations shall be applied by the Administrative Agent to the payment of Obligations and/or the Cash Collateralization of Letters of Credit in accordance with the applicable priorities set forth in the Loan Documents.

(g) Notwithstanding anything in this Agreement to the contrary, no interest (including, without limitation, interest on overdue amounts pursuant to Section 2.09 hereof) shall accrue on account of any Parallel Obligation, it being understood for the avoidance of doubt that this Section 8.10 shall not amend or modify any other provision in this agreement governing interest payable on the Principal Obligations.”

2. **Amendment to the Security and Pledge Agreement.** The Security and Pledge Agreement is hereby amended by:

(a) deleting the reference to “Lenders” in the introductory paragraph of Section 1 thereof and replacing it with the words “holders of the Secured Obligations (as defined below)”; and

(b) amending and restating Section 17 in its entirety to read as follows:

“*Continuing Security Interest.* This Security Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.”

(c) amending Section 7(b) by adding the following sentence at the end thereof:

“Notwithstanding anything in this Section 7(b) to the contrary, no Grantor shall be limited in its ability to sell or otherwise deal with the Chrysler Receivables and the Supplier Program Sold Receivables sold in connection with the Auto Supplier Support Program if it is otherwise permitted under the Credit Agreement.”

3. **Representation and Warranty.** The Borrower and the Guarantors hereby represent and warrant that (i) all representations and warranties in the Accommodation Agreement, the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Effective Date except to the extent such representations and warranties expressly relate to an earlier date and (ii) no Event of Default (other than a Specified Default) has occurred and is continuing on the date hereof.

4. **Conditions to Effectiveness.** This Amendment shall become effective on the date (the “Effective Date”) on which each of the following shall have occurred and the Administrative Agent shall have received evidence reasonably satisfactory to it of such occurrence:

(a) this Amendment shall have been executed by the Borrower, the Guarantors and the Required Lenders, and

(b) the Borrower shall have paid all expenses (including the fees and expenses of counsel to the Administrative Agent) incurred in connection with the preparation, negotiation and execution of this Amendment and other matters relating to the Existing Agreements.

5. **Bankruptcy Court Authorization.** The Borrower hereby agrees to seek interim approval of the Bankruptcy Court of this Amendment on May 7, 2009 and final approval of the Bankruptcy Court of this Amendment on May 21, 2009, or such other dates as may be agreed to by the Borrower and the Administrative Agent, it being understood and agreed by the parties hereto that such approval is not required for this Amendment to become effective, but will be sought by the Borrower solely for the avoidance of doubt.

6. **Miscellaneous.**

(a) Except to the extent hereby amended, each Loan Party hereby affirms that the terms of the other Loan Documents (i) secure, and shall continue to secure, and (ii) guarantee, and shall continue to guarantee, in each case, the Obligations (as defined in the Credit Agreement) and acknowledges and agrees that each Loan Document is, and shall continue to be, in full force and effect and is hereby ratified and affirmed in all respects.

(b) The Borrower agrees that its obligations set forth in Section 10.05 of the Credit Agreement shall extend to the preparation, execution and delivery of this Amendment, including the reasonable fees and disbursements of special counsel to the Administrative Agent and the Arrangers.

(c) No Person other than the parties hereto and any other Lender, shall have any rights hereunder or be entitled to rely on this Amendment, and all third-party beneficiary rights are hereby expressly disclaimed.

(d) Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(e) Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Amendment.

(f) This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A facsimile or .pdf copy of a counterpart signature page shall serve as the functional equivalent of a manually executed copy for all purposes.

(g) THIS AMENDMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.

(h) EACH OF THE BORROWER, THE GUARANTORS, THE AGENTS AND EACH LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT.

[SIGNATURE PAGES TO FOLLOW]

LIEN PRIORITY AGREEMENT

THIS LIEN PRIORITY AGREEMENT is made as of _____ by and between Chrysler Receivables SPV LLC (“Purchaser”), with an address at _____ and JPMorgan Chase Bank, N.A.* (“Creditor”) with an address at 277 Park Avenue, New York, NY 10017.

RECITALS:

- A. Creditor has loaned, extended credit or otherwise agreed to become a creditor of Delphi Corporation (“Debtor”) and has received, in connection therewith, a security interest in certain property of Debtor, including accounts receivable owed to Debtor by one or more account debtors including Chrysler LLC, a Delaware limited liability company (together with its subsidiaries and affiliates, “OEM”) (such receivables, including related security and the proceeds thereof, the “Creditor Receivables”).
- B. Purchaser from time to time wishes to purchase from Debtor and Debtor wishes to sell to Purchaser, per the terms of that certain Supplier Purchase Agreement between Purchaser, Debtor and Citibank, N.A., a national banking association (“Citibank”), certain accounts receivable owed to Debtor by OEM (such receivables, including related security and the proceeds thereof, the “Purchaser Receivables”).
- C. It is the desire and intention of the parties hereto to establish, as between themselves, the priority, operation and effect of the security and other interests of Creditor and Purchaser in the Creditor Receivables (including, without limitation, the Purchaser Receivables).
- D. Debtor, Purchaser and OEM are participating in the United States Department of the Treasury (“UST”) Auto Supplier Support Program, certain terms of which are outlined in Annex A hereto (the “Program Terms”).

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Creditor hereby consents to the sale by Debtor and purchase by Purchaser, from time to time, of the Purchaser Receivables.
2. Effective upon the purchase by Purchaser of the Purchaser Receivables, Creditor agrees that the security interest of Creditor in the Purchaser Receivables is hereby released automatically and without further action by Creditor or Debtor. If for any reason such purchase of Purchaser Receivables by Purchaser is judicially re-characterized as a grant of collateral by Debtor to secure a financing, then Creditor agrees that its interest in the Purchaser Receivables is hereby made subordinate, junior and inferior, and postponed in priority, operation and effect, to the security interest of Purchaser in such Purchaser Receivables. Purchaser agrees that any interest it may have in Creditor Receivables (other than Purchaser Receivables) is hereby made subordinate, junior and inferior, and postponed in priority, operation and effect, to the security interest of Creditor in the Creditor Receivables.
3. The priority and release in the Creditor Receivables and Purchaser Receivables set forth above are notwithstanding the operation or provisions of applicable law, the time, order or method of attachment or perfection of security interests or the time and order of filing of financing statements or any other liens held by the parties, whether under the Uniform Commercial Code or other applicable law.
4. Creditor and Purchaser agree that neither shall challenge, contest, or join or support any other person in challenging or contesting, whether directly or indirectly, the validity, perfection, priority or enforceability of the other party’s security interest in the Purchaser Receivables or the Creditor Receivables, as applicable, in a manner inconsistent with this Agreement.
5. Purchaser agrees to immediately turn or pay over to Creditor any amounts that may come into its possession that derive from Creditor Receivables other than Purchaser Receivables. Creditor agrees to immediately turn or pay over to Purchaser any amounts that may come into its possession that derive from Purchaser Receivables. Except as set forth above, neither party shall have any other duty or obligation of any other nature, including with respect to the attachment or creation of

any other party's security interest or any credit decisions of such other party with respect to Debtor. Creditor acknowledges that Purchaser and Debtor have business relationships in addition to the purchase and sale of the Purchaser Receivables.

6. This Agreement shall remain in effect for as long as the Supplier Purchaser Agreement between Purchaser, Debtor and Citibank remains in effect or amounts remain outstanding with respect to Purchaser Receivables purchased by Purchaser, whichever is later (including during a bankruptcy proceeding involving Debtor). This Agreement will be binding upon and inure to the benefit of Creditor and Purchaser and their respective successors and assigns.
7. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may agree. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose in accordance with this Section.
8. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
9. This Agreement may be executed in any number of counterparts, which taken together shall constitute a single copy of this Agreement.
10. This Agreement is governed by the laws of the State of New York. Purchaser and Creditor agree that any New York State or Federal court sitting in New York City shall have non-exclusive jurisdiction to settle any dispute in connection with this Agreement, and the parties hereby submit to the jurisdiction of those courts. Purchaser and Creditor each waive any right to immunity from jurisdiction to which it may be entitled (including, to the extent applicable, immunity from pre- and post-judgment attachment and execution.)
11. As additional collateral for loans received pursuant to the Program Terms, the Purchaser has collaterally assigned this Agreement to UST. The Creditor hereby acknowledges and consents to such assignment.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written.

JPMORGAN CHASE BANK, N.A.

as Administrative Agent*

By _____

Print Name: _____

Title:

Phone:

CHRYSLER RECEIVABLES SPV LLC

By _____

Print Name: _____

Title:

Phone:

*JPMorgan Chase Bank, N.A. is signing this Agreement in its capacity as Administrative Agent for the Lenders under the Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement dated as of May 9, 2008 among Delphi Corporation, certain of its subsidiaries and the financial institutions from time to time party thereto (the "Lenders"), as such may be amended and restated, amended, modified or supplemented from time to time.

Annex A - PROGRAM TERMS

1. **THE PROGRAM.**

These Program Terms apply to the Auto Supplier Support Program (the “**Program**”) established by the United States Department of the Treasury (the “**Lender**” or “**UST**”) pursuant to the authority granted to it by and under the Emergency Economic Stabilization Act of 2008 (Pub. L. 110-343, enacted October 1, 2008), as amended (“**EESA**”), in which Chrysler Receivables SPV LLC, a Delaware limited liability company (the “**Borrower**”), a wholly-owned subsidiary of Chrysler LLC, a Delaware limited liability company (the “**OEM**”), is a participant.

2. **CERTAIN AGREEMENTS RELATED TO THE PROGRAM.**

In connection with the Program, the Lender, the Borrower, the OEM, Citibank, N.A., a national banking association (“**Citi**”), and Eligible Suppliers (defined below) are entering into certain agreements, including, among others:

(a) that certain Credit Agreement dated as of April 7, 2009 between the Borrower and the Lender (the “**Credit Agreement**”);

(b) that certain Security Agreement, of even date with the Credit Agreement, among the Borrower, the Lender, Citi as servicer for the Borrower pursuant to the Servicing Agreement defined below (in such capacity, the “**Servicer**”) and Citi as Collateral Agent (in such capacity, the “**Collateral Agent**”) (the “**Security Agreement**”);

(c) that certain Pledge Agreement, of even date with the Credit Agreement, among the OEM, the Lender, the Servicer and the Collateral Agent (the “**Pledge Agreement**”);

(d) that certain Servicing Agreement, of even date with the Credit Agreement, between the Servicer and the Borrower (the “**Servicing Agreement**”);

(e) from time to time, Supplier Purchase Agreements each among the Borrower, Citi and an Eligible Supplier, in substantially the form attached as Exhibit F of the Credit Agreement (each, a “**Supplier Agreement**”); and

(f) that certain Paying Services and Supplier Designation Agreement, of even date with the Credit Agreement, between the OEM and Citi as Paying Agent for the OEM (in such capacity, the “**Paying Agent**”) (the “**Paying Services Agreement**”).

All references to the agreements identified above in this Section 2 shall, unless otherwise specified, be deemed to refer to such agreements as amended, supplemented, restated or otherwise modified from time to time, or any successor or replacement

agreement which may be entered into from time to time, subject in each case to any applicable limitations specified herein or therein.

3. **DEFINED TERMS.**

In addition to the terms previously defined above, the following terms have the following respective meanings:

(a) **“Adverse Claim”**: any mortgage, pledge, security interest, hypothecation, assignment, encumbrance or lien of or on any Person’s assets or properties in favor of any other Person, other than a tax, mechanics’ or other lien or encumbrance that attaches by operation of law or any subordinated lien permitted under a Lien Priority Agreement.

(b) **“Affiliate”**: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

(c) **“Business Day”** means a day other than a Saturday, Sunday, a Federal holiday or other day on which commercial banks in New York City are authorized or required by law to close.

(d) **“Credit Memo Receivable”**: means a payment from the OEM to a Supplier representing an adjustment to an existing or past Receivable as a result of missing invoices, incorrect receipt of goods, vendor scrap or other adjustments resulting from price changes, quantity discrepancies or vendor returns.

(e) **“Due Date”**: with respect a Payment Instruction or a Payment Notification, the Business Day on which the payment obligation of the OEM in respect of that Payment Instruction or Payment Notification, as the case may be, will be due and payable, that date being the earlier of:

- (i) the date specified in the Payment Instruction or Payment Notification, as the case may be, for payment or if such date is not a Business Day, the first Business Day following that date and
- (ii) the date that is two (2) Business Days before the Maturity Date.

(f) **“Eligible Receivable”**: shall mean a Receivable which satisfies the following criteria:

- (i) it constitutes a trade account receivable representing a valid obligation of OEM to make payment in United States Dollars to the Eligible Supplier for goods shipped or delivered or services rendered to the OEM;

- (ii) unless such Receivable is a Credit Memo Receivable, it was originated (A) not before March 19, 2009 and (B) not more than 20 Business Days prior to the Purchase Date thereof in the ordinary course of the Eligible Supplier's business; *provided, however*, that the foregoing clause (B) shall not apply to Receivables the Purchase Date of which occurs on or before May 4, 2009;
- (iii) unless such Receivable is a Credit Memo Receivable, it has a Due Date at least 30 days after the date of its origination and not later than the earlier of (A) the date occurring 90 days after the date of its origination and (B) the date 2 Business Days prior to the Maturity Date;
- (iv) it arises under an Underlying Contract (A) which, together with such Receivable, is in full force and effect and constitutes the genuine, legal, valid and binding payment obligation in writing of the OEM, enforceable against the OEM in accordance with its terms and (B) with respect to which, no material default or breach by the OEM under the terms thereof has occurred;
- (v) such Receivable, together with the Underlying Contract related thereto, complied at the time it was originated or made and, as of such Purchase Date, complies in all material respects with all requirements of, and does not contravene in any material respect any, applicable federal, state or local laws and regulations;
- (vi) it has not been satisfied, subordinated, rescinded, or otherwise compromised;
- (vii) it is not subject to any counterclaim, contra-account, volume rebate, cooperative advertising accrual, deposit or offset;
- (viii) it does not arise from a bill-and-hold, guaranteed sale, sale-or-return, sale-on-approval, consignment or similar transaction and is not subject to repurchase, return, rejection, repossession, loss or damage;
- (ix) it represents a final sale with respect to which the goods giving rise to the Receivable have been delivered to and accepted by the OEM or the service giving rise to the Receivable has been completely performed to the satisfaction of the OEM;
- (x) it is not evidenced by a note or other instrument or chattel paper or reduced to judgment;
- (xi) it is not by contract, subrogation, mechanics' lien laws or otherwise, subject to claims by the Eligible Supplier's creditors or

other third parties, except for any subordinated liens permitted under a Lien Priority Agreement;

- (xii) it does not constitute a service charge, warranty charge or similar charge;
- (xiii) it does not represent an accord and satisfaction in respect of any prior Receivable;
- (xiv) it has not been amended in any respect such that the Principal Balance thereof has been modified;
- (xv) it is not subject to any right of rescission, setoff, counterclaim or defense and no such right has been asserted or threatened with respect to it;
- (xvi) it is not the subject of any pending or threatened litigation;
- (xvii) it is free and clear of any Adverse Claim other than (x) the security interest therein then being granted to Purchaser or (y) any subordinated liens permitted under a Lien Priority Agreement;
- (xviii) as to which Receivable, all filings (including UCC filings) necessary in any jurisdiction to give the Purchaser a first perfected ownership interest in such Receivable shall have been made;
- (xix) as of the Purchase Date thereof, the Credit Agreement has not terminated and no notice of termination of the Commitment (as defined in the Credit Agreement) has been given by the Lender thereunder; and
- (xx) as of the Purchase Date thereof, the OEM was not the subject of any bankruptcy, insolvency or reorganization proceeding or any other proceeding seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property;

provided, that, in the context of any representation or warranty made by the OEM or the Borrower in, or pursuant to, any Transaction Document that any Receivable is an Eligible Receivable, the OEM or the Borrower (as the case may be) shall be deemed to have represented and warranted as to the matters set forth in clause (xi) of the definition of “Eligible Receivable” to the knowledge of the OEM and the Borrower; and

provided, further, in the context of any representation or warranty made by any Person in, or pursuant to, any Transaction Document or Supplier Agreement that any Receivable is an Eligible Receivable, such Person shall be deemed to have

represented and warranted as to the matters set forth in clause (xvi) (solely with respect to threatened litigation) to the knowledge of such Person; and

provided further, that, in the context of any representation or warranty made by the Eligible Supplier in, or pursuant to, any Supplier Agreement that any Receivable is an Eligible Receivable, the Eligible Supplier shall be deemed to have represented and warranted as to the matters set forth in clauses (xix) and (xx) of the definition of “Eligible Receivable” to the knowledge of the Eligible Supplier; and

provided further, that, in the context of any representation or warranty made by any Person (other than Citi) in, or pursuant to, any Transaction Document or Supplier Agreement that any Receivable is an Eligible Receivable, such Person shall be deemed to have represented and warranted as to the matters set forth in clause (xviii) of the definition of “Eligible Receivable” to the knowledge of such Person.

- (g) **“Eligible Supplier”**: a Person that:
- (i) is not an Affiliate of the Borrower or the OEM;
 - (ii) is a party to an Underlying Contract;
 - (iii) has been designated by the OEM as an “Eligible Supplier” in a written notice to the Servicer for participation in the Program;
 - (iv) is not an Ineligible Supplier; and
 - (v) is (A) a party to a Supplier Agreement, and (B) not in breach of default of any of the representations, warranties or covenants of such Supplier Agreement;

provided that, in the context of any representation or warranty made by the a Person in, or pursuant to, any Supplier Agreement that such Person is an Eligible Supplier, such Person shall be deemed to have represented and warranted as to the matters set forth in clause (iii) of the definition of “Eligible Supplier” to the knowledge of such Person.

(h) **“Executive Order 13324”** means Executive Order No. 13224, effective as of September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism, 66 Fed. Reg. 49079 (2001).

(i) **“Governmental Authority”**: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

(j) **“Immediate Pay Receivable”**: any Purchased Receivable with respect to which the selling Eligible Supplier has elected under the corresponding Supplier Agreement to be paid the Purchase Price at or immediately following the sale of such Purchased Receivable to the Borrower (i.e., Payment Option 1 under the Supplier Agreement).

(k) **“Ineligible Person”**: any Person that:

- (i) is named, identified, described on or included on (A) the list of Specially Designated Nationals promulgated by OFAC from time to time or (B) any blocked persons list, designated nationals lists, denied persons list entity list debarred party list, unverified list, sanctions list or other list of Persons with whom United States Persons may not conduct business, including lists published or maintained by the United States Department of Commerce and lists published or maintained by the United States Department of State;
- (ii) is subject to the provisions of, or owned or controlled by or acting for or on behalf of any Person that is subject to the provisions of, Executive Order 13324;
- (iii) commits, threatens or conspires to commit or threaten “terrorism” (as defined in Executive Order 13324);
- (iv) is subject to trade restrictions under United States law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., the foreign assets control regulations of UST (31 C.F.R. Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or regulations promulgated thereunder (including Executive Order 13224 and the USA PATRIOT Act); or
- (v) is an Affiliate of or affiliated with any Person listed above;

provided, that, in the context of any representation or warranty made by the OEM or the Borrower in, or pursuant to, any Transaction Document that any Person is an Eligible Supplier or is not an Ineligible Supplier, the OEM or the Borrower (as the case may be) shall be deemed to have represented and warranted as to the matters set forth in the definition of “Ineligible Person” to the knowledge of the OEM and the Borrower.

(l) **“Ineligible Supplier”**: any Person:

- (i) that is an Ineligible Person; or

- (ii) as to which UST has notified the OEM, the Borrower and the Servicer, in its capacity as servicer for the Borrower, in writing that UST has determined, after reasonable consultation with the Borrower and the OEM, that such Person is not eligible for participation in the Program; *provided*, that such determination shall ultimately rest with UST in its sole discretion, notwithstanding any consultation with the Borrower or OEM.
- (m) **“Insolvency Event”** means, with respect to a specified Person:
 - (i) the commencement of any case, proceeding or other action by such Person (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or
 - (ii) the commencement against such Person of any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 90 days; or
 - (iii) the commencement against such Person of any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 90 days from the entry thereof; or
 - (iv) such Person (excluding the OEM) taking any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or
 - (v) such Person (excluding the OEM) generally not, or being unable to, or admitting in writing its inability to, pay its debts as they become due; or
 - (vi) such Person making a general assignment for the benefit of its creditors.
- (n) **“Lien Priority Agreement”** means a Lien Priority Agreement between any Supplier and a creditor of such Supplier in the form attached as Exhibit C to the Servicing Agreement.

(o) **“Maturity Date”**: April 7, 2010, and any extensions of such date pursuant to the Credit Agreement.

(p) **“OFAC”** means the Office of Foreign Assets Control of UST.

(q) **“Pay at Maturity Receivable”**: any Purchased Receivable with respect to which the selling Eligible Supplier has elected under the corresponding Supplier Agreement to be paid the Purchase Price at the Due Date thereof (i.e., Payment Option 2 under the Supplier Agreement).

(r) **“Payment Instruction”**: as defined in the Paying Services Agreement.

(s) **“Person”**: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

(t) **“Principal Balance”** of a Receivable means the face amount of such Receivable specified in the associated Payment Instructions.

(u) **“Purchase Date”** means, with respect to any Eligible Receivable, the date such Eligible Receivable becomes a Purchased Receivable.

(v) **“Purchase Price”**: as defined in the Supplier Agreements.

(w) **“Purchased Receivables”**: Eligible Receivables purchased by Borrower from time to time pursuant to any Supplier Agreement.

(x) **“Purchaser”**: Borrower, in its capacity as the “Purchaser” under any Supplier Agreement.

(y) **“Receivables”** means accounts, instruments, documents, contract rights, general intangibles and chattel paper (as such terms are defined in the Uniform Commercial Code in effect in the State of New York), and all other forms of obligation owing to a Supplier by OEM, whether now existing or hereafter created, that represent bona fide obligations of OEM arising out of the Supplier’s sale and delivery of goods or services, together with the Related Security, and with respect to each of the foregoing, all proceeds thereof.

(z) **“Related Security”** means, with respect to any Receivable (i) all of the related Supplier’s interest in any merchandise (including returned merchandise) relating to any sale giving rise to such Receivable and all of the related Supplier’s rights of reclamation or rights to any administrative expense or priority claim under section 503(b)(9) of Title 11 of the United States Code or otherwise with respect to any merchandise relating to any sale giving rise to such Receivable and all administrative claims related thereto arising as a result of any Insolvency Event with respect to the account debtor of any such Receivable; (ii) all security interests or liens and property subject thereto purporting to secure payment of such Receivable; (iii) all tax refunds and proceeds of insurance with respect thereto; (iv) all guaranties, insurance, other

agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable; and (iv) all books, records and other information relating to such Receivable.

(aa) “**Transaction Documents**” has the meaning assigned in the Credit Agreement.

(bb) “**Underlying Contract**”: a contract (including a purchase order or invoice) entered into in the ordinary course of business between an Eligible Supplier and the OEM pursuant to which the Eligible Supplier is entitled to receive payments from the OEM for goods and services provided to the OEM.

(cc) “**USA PATRIOT Act**”: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56.