UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

INTERIM ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a), 361, 362, 363, 364 AND 507 AND BANKRUPTCY RULES 2002, 4001 AND 6004 (A) APPROVING A DIP CREDIT FACILITY AND AUTHORIZING THE DEBTORS TO OBTAIN POST-PETITION FINANCING PURSUANT THERETO, (B) GRANTING RELATED LIENS AND SUPER-PRIORITY STATUS, (C) GRANTING ADEQUATE PROTECTION TO CERTAIN PRE-PETITION SECURED PARTIES, AND (D) SCHEDULING A FINAL HEARING

THIS MATTER having come before this Court on the motion dated May 1, 2009 (the "Motion") of Chrysler LLC ("Chrysler") and its affiliated debtors in the above-captioned cases, as debtors and debtors in possession (collectively with Chrysler, the "Debtors"), seeking, among other things, entry of an interim order (the "Interim Order"):

(i) Authorizing the Debtors, pursuant to sections 105, 362, 363 and 364 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Bankruptcy Rules"), to enter into the Second Lien Secured Priming Superpriority Debtor-in-Possession Credit Agreement dated as of April 30, 2009, by and among Chrysler LLC, as borrower, and The United States Department of the Treasury and Export Development Canada ("EDC"), as lenders (together, the "DIP Lenders"), in substantially the form annexed as Exhibit 1 hereto (as the same may be amended,

supplemented, restated or otherwise modified from time to time, and together with all related agreements and documents, the "DIP Credit Facility"), and to obtain post-petition financing on a secured, priming and super-priority basis pursuant to the terms and conditions thereof, up to a maximum aggregate amount of $1,400,000,000 (the "Interim Commitment");

(ii) Authorizing the Debtors to execute and deliver the DIP Credit Facility and to perform such other acts as may be reasonably necessary or desirable in order to give effect to the provisions of the DIP Credit Facility, including the unconditional, joint and several guaranty of the obligations of Chrysler under the DIP Credit Facility by each other Debtor (each, a "Guarantor" and collectively, the "Guarantors");

(iii) Providing, pursuant to sections 364(c)(1) and 507(b) of the Bankruptcy Code, that all obligations owing to the DIP Lenders under the DIP Credit Facility shall be accorded administrative expense status in each of these cases, and shall, subject only to the Carve-Out (as defined below), have priority over any and all other administrative expenses arising in these cases;

(iv) Granting the DIP Lenders security interests in and liens on (the "DIP Liens") all property and assets of each of the Debtors, of every kind or type whatsoever, tangible, intangible, real, personal or mixed, whether now owned or hereafter acquired or arising, wherever located; all property of the estates of each of the Debtors within the meaning of section 541 of the Bankruptcy Code (including avoidance actions arising under chapter 5 of the Bankruptcy Code and applicable state law); and all proceeds, rents and products of the foregoing, with the exception of certain assets as expressly provided in the DIP Credit Facility (collectively, as to each Debtor, "Property") as follows:

(A) pursuant to section 364(c)(2) of the Bankruptcy Code, valid, perfected, first-priority security interests in and liens on all property and assets of the Debtors and their estates, of every kind or type whatsoever, tangible, intangible, real, personal or mixed, whether now owned or hereafter acquired or arising, wherever located, but limited in the case of pledges of the capital stock of foreign subsidiaries of the Debtors to pledges that would not result in deemed dividends to Chrysler or such other Debtors pursuant to section 956 of the Internal Revenue Code; all property of the estates of each of the Debtors within the meaning of section 541 of the Bankruptcy Code (including avoidance actions arising under chapter 5 of the Bankruptcy Code and applicable state law); and all proceeds, rents and products of the foregoing that is not subject to non-avoidable, valid and perfected liens in existence as of the Petition Date (or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code), subject only to Permitted Encumbrances (as defined in the DIP Credit Facility) and the Carve-Out;

(B) pursuant to section 364(c)(3) of the Bankruptcy Code, valid junior perfected security interests in and liens on all Property that is subject to non-avoidable, valid and perfected liens (without reference to the Primed Liens (as defined below)) in existence as of the Petition Date, or to non-avoidable valid liens in existence as of the Petition Date that are

subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to the Carve-Out; and

(C) pursuant to section 364(d)(1) of the Bankruptcy Code, valid, perfected priming security interests in and liens on all Property securing obligations under the Second Lien Term Loan Agreement, dated as of August 3, 2007, by and among CarCo Intermediate Holdco II LLC, Chrysler LLC, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as may be amended, restated, supplemented or otherwise revised from time to time, and together with all related agreements and documents, the "Owners' Loan Agreement") and the Loan and Security Agreement, dated as of December 31, 2008, by and between Chrysler Holding LLC and the United States Department of the Treasury (as may be amended, restated, supplemented or otherwise revised from time to time, and together with all related agreements and documents, the "TARP Loan Agreement"), senior in priority in all respects to the security interests and liens (collectively, the "Primed Liens") securing the Debtors' obligations under the Owners' Loan Agreement and the TARP Loan Agreement, and subject only to the security interests in and liens on all Property securing obligations under the Amended and Restated First Lien Credit Agreement, dated as of November 29, 2007, by and among Carco Intermediate Holdco II LLC, Chrysler LLC, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as may be amended, restated, supplemented or otherwise revised from time to time,

and together with all related agreements and documents, the "First Lien Credit Agreement"), Permitted Encumbrances (as defined in the DIP Credit Facility) and the Carve-Out;

(v) Granting the lender under the TARP Loan Agreement (the "Third Priority Lender"), as adequate protection for the priming of its liens on and security interests in Property, (A) a claim as contemplated by section 507(b) of the Bankruptcy Code (the "Adequate Protection Claim"), which Adequate Protection Claim shall have a priority immediately junior to the Super-priority Claim (as defined below), and (B) liens on and security interests in the Property (the "Adequate Protection Liens"), which Adequate Protection Liens shall have a priority immediately junior to the DIP Liens; in each case only to the extent of any diminution in the value of the Third Priority Lender's interests in the Debtors' interests in the Property on and after the Petition Date;

(vi) Authorizing and directing the Debtors to pay, without further order of this Court, the principal, interest, fees, expenses and other amounts (including the Additional Notes) (as defined in the DIP Credit Facility) payable to the DIP Lenders under the DIP Credit Facility, as the same become due, all as and to the extent provided in the DIP Credit Facility;

(vii) Vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Credit Facility and this Interim Order; and

(viii) Scheduling a final hearing (the "Final Hearing"), to be held and concluded within thirty-five (35) days after the Petition Date, to consider entry of a final order (the "Final Order") authorizing, on a permanent basis, the relief granted in this Interim

Order and certain other and further relief as described in the Motion, and approving the notice of the Final Hearing.

This Court having considered the Motion and the DIP Credit Facility; and due and proper notice of the Motion, under the circumstances, having been provided in accordance with Bankruptcy Rules 2002, 4001, and 6004, and Local Bankruptcy Rule 4001; and a hearing pursuant to Bankruptcy Rule 4001(c)(2) having been held and concluded on May 4, 2009 (the "Interim Hearing") to consider the interim relief requested in the Motion; and all objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved or overruled on the merits by this Court; and it appearing that granting the interim relief requested in the Motion is appropriate, fair and reasonable and in the best interests of the Debtors, their estates, creditors and other parties in interest, and is essential for the Debtors' continued operations and necessary to avoid immediate and irreparable harm to the Debtors' estates pending the Final Hearing; and upon consideration of the evidence presented, proffered or adduced at the Interim Hearing and in the Declaration of Robert Manzo and the Affidavit of Ronald E. Kolka, both of which were filed on the Petition Date; and after due deliberation and consideration and good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THIS COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. On April 30, 2009 (the "Petition Date"), the Debtors each filed a voluntary petition under chapter 11 of the Bankruptcy Code in this Court, commencing these cases. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these cases, and no statutory committee (a "Committee") has been appointed in these cases.

B. Jurisdiction and Venue. This Court has jurisdiction over these proceedings, and over the property affected hereby, pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in and pursuant to 28 U.S.C. § 157(b)(2). Venue for these cases and for the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Need for Post-petition Financing. The Debtors have demonstrated a need for immediate access to interim post-petition financing pursuant to sections 363 and 364 of the Bankruptcy Code and Bankruptcy Rule 4001(c)(2). In the absence of this immediate access, the Debtors will be unable to continue operating their business, causing immediate and irreparable loss or damage the Debtors' estates, to the detriment of the Debtors, their estates, their creditors and other parties in interest in these cases. The Debtors do not have sufficient unrestricted cash and other financing available to operate their businesses, maintain the estates' properties, and administer these cases absent the interim relief provided in this Interim Order.

D. No Credit Available on More Favorable Terms. Given the Debtors' current financial condition, available assets and current and projected liabilities, as well as current conditions in the automotive and credit markets, the Debtors are unable to obtain financing from any other lender on terms more favorable than those provided by the DIP Lenders in the DIP Credit Facility. The Debtors have been unable to obtain credit that either (A) was allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense, (B) would have priority over all other administrative expenses specified in sections 503(b) and 507(b) of the Bankruptcy Code, (C) would be secured solely by a lien on property of the Debtors' estates that is not otherwise subject to a lien, or (D) would be secured by a junior lien on property of the Debtors' estates that is subject to a lien.

E. Priming of Certain Existing Liens. The priming of the liens securing obligations under the Owners' Loan Agreement and the TARP Loan Agreement pursuant to section 364(d)(1) of the Bankruptcy Code, as described above, is necessary for the Debtors to obtain the critical financing provided by the DIP Credit Facility and to continue to operate their business. The lenders under the Owners' Loan Agreement and the Third Priority Lender have agreed that the new value to be contributed by the DIP Lenders pursuant to the DIP Credit Facility constitutes adequate protection of their interests in the Property pursuant to, and in satisfaction of, sections 361 and 364(d)(1)(B) of the Bankruptcy Code.

F. Good Faith of DIP Lenders. The Debtors chose the DIP Lenders as post-petition lenders in good faith and after obtaining the advice of experienced counsel and other professionals. The Debtors and the DIP Lenders proposed and negotiated the terms of the DIP Credit Facility in good faith, at arm's length, without collusion and with the intention that all obligations owed under the DIP Credit Facility would be valid claims accorded the priority and secured by the liens set forth herein. The DIP Lenders are "good faith" lenders within the meaning of section 364(e) of the Bankruptcy Code, and their claims, super-priority status, security interests and liens and other protections arising from or granted pursuant to this Interim Order and the DIP Credit Facility will not be affected by any subsequent reversal, modification, vacatur or amendment of this Interim Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

G. Waiver. Subject to entry of the Final Order, each of the Debtors hereby forever releases, waives and discharges the Third Priority Lender and DIP Lenders, together with their respective officers, directors, employees, agents, attorneys, professionals, affiliates, subsidiaries, assigns and/or successors (collectively, the "Released Parties") from any and all

claims and causes of action arising out of, based upon or related to, in whole or in part, (1) the TARP Loan Agreement, (2) any aspect of the pre-petition relationship, or any pre-petition transaction, between any Debtor, on the one hand, and any Released Party, on the other hand, or (3) any acts or omissions by any or all of the Released Parties in connection with any pre-petition relationship or transaction with any Debtor or any affiliate thereof including, without limitation, any claims or defenses as to the extent, validity, priority or perfection of the liens and security interests granted to the Third Priority Lender pursuant to the TARP Loan Agreement, "lender liability" and similar claims and causes of action, any actions, claims or defenses arising under chapter 5 of the Bankruptcy Code or any other claims or causes of action. The waivers described in this paragraph shall be binding on the Debtors immediately upon entry of this Interim Order, and shall be binding upon each Committee and all other parties in interest sixty (60) days after entry of the Final Order if, prior to the expiration of such sixty (60) day period, such Committee or other party in interest has not commenced or filed a motion with this Court for authority to commence a proceeding asserting a claim or cause of action waived under this paragraph. None of the proceeds of any extension of credit under the DIP Credit Facility shall be used in connection with (a) any investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Lenders, (b) the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Lenders or any of their affiliates with respect to any loans, extensions of credit or other financial accommodations made to any Debtor prior to, on or after the Petition Date or (c) any loans, advances, extensions of credit, dividends or other investments to any person not a Borrower or Guarantor other than for certain permitted exceptions set forth in

the DIP Credit Facility, including, without limitation, a basket for investments in an amount not to exceed $20,000,000.

H. Cash Collateral. The Debtors are also seeking authorization to use prepetition cash collateral that is subject to a lien by the agent (the "First Lien Agent") under the prepetition First Lien Credit Agreement (the "Cash Collateral") and any cash proceeds from the collateral securing the First Lien Credit Agreement (the "Prepetition First Lien Collateral").

I. Notice. Notice of the Motion, the DIP Credit Facility, the proposed form of this Interim Order, and the time and location of the Interim Hearing has been provided by the Debtors to the following parties: (1) the creditors holding 50 largest unsecured claims against the Debtors' estates as identified on the Debtors' Chapter 11 petitions, (2) counsel for the agent under the First Lien Credit Agreement, (3) counsel for the agent under the Owners' Loan Agreement, (4) counsel to the Third Priority Lender, (5) the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), (6) counsel for Cerberus, (7) counsel for the UAW, (8) counsel for the DIP Lenders and (9) all other parties on the master service list proposed by the Debtors for these cases. Such notice was, in the Debtors' belief, the best available under the circumstances.

BASED UPON THE FOREGOING FINDINGS AND CONCLUSIONS, AND UPON THE MOTION AND THE RECORD MADE BEFORE THIS COURT AT THE INTERIM HEARING, AND GOOD AND SUFFICIENT CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent provided in this Interim Order, and the Debtors are authorized, pursuant to sections 364(c) and (d) of the Bankruptcy Code, to obtain interim post-petition financing up to the maximum aggregate amount of the Interim Commitment, on a super-priority and secured basis, pursuant and subject to the terms and

conditions of the DIP Credit Facility and this Interim Order including, without limitation, the budget annexed as Exhibit 2 hereto.

2. The Debtors are hereby authorized to (A) enter into and to perform all obligations under the DIP Credit Facility, including paying the principal, interest, fees, expenses and other amounts (including the Additional Notes) due to the DIP Lenders pursuant to the DIP Credit Facility as the same become due, which payments shall not otherwise be subject to the approval of this Court, and (B) unconditionally guaranty such payments on a joint and several basis as provided in the DIP Credit Facility.

3. Upon execution and delivery of the DIP Credit Facility and entry of this Interim Order, the Debtors' obligations under the DIP Credit Facility (including the Additional Notes) shall constitute valid and binding obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Credit Facility or this Interim Order shall be stayed, restrained, voided or recovered under any provision of the Bankruptcy Code (including section 502(d) of the Bankruptcy Code) or other applicable law, or shall be subject to any defense, reduction, setoff, recoupment or counterclaim.

4. Except for the Carve-Out, and subject to entry of the Final Order, no costs or expenses of administration of these cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under any chapter of the Bankruptcy Code, shall be imposed or charged against, or recovered from, the DIP Lenders or any of the Property under section 506(c) of the Bankruptcy Code or any similar principle of law, and each of the Debtors hereby waives for itself and on behalf of its estate any and all rights under section

506(c) of the Bankruptcy Code or otherwise to assert or impose, or seek to assert or impose, any such costs or expenses of administration against the DIP Lenders or the Property.

5. The DIP Lenders are hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed super-priority administrative expense claim in each of these cases (the "Super-priority Claim") for all reimbursement obligations and any other obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Lenders under the DIP Credit Facility including, without limitation, all principal, accrued interest, costs, and any other amounts (including the Additional Notes) due under the DIP Credit Facility, which Super-priority Claim (A) shall have priority over any and all administrative expense claims and unsecured claims against any Debtor or its estate in these cases, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses and claims of the kind specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code, and (B) shall at all times be senior to the rights of each Debtor or its estate, and any successor trustee or other representative of any Debtor's estate in these cases or in any subsequent proceeding or case under the Bankruptcy Code, to the extent permitted by law. The Super-priority Claims shall be subject and subordinate to the Carve-Out.

6. The DIP Lenders are hereby granted, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, continuing, valid, binding, enforceable, and automatically perfected DIP Liens in and on any and all of the Property, with the priorities set forth above, to secure all repayment and other obligations of the Debtors under the DIP Credit Facility, including the Additional Notes. Except as expressly provided in the DIP Credit

Facility, the DIP Liens shall not be made subject to or pari passu with any lien on, or security interest in, the Property, and shall be valid and enforceable against any trustee appointed in these cases, in any successor case, or upon the dismissal of any of these cases. The DIP Liens shall not be subject to sections 510, 549, 550 or 551 of the Bankruptcy Code. Except as provided in the DIP Credit Facility or as otherwise agreed to by the DIP Lenders, the Debtors shall not grant any liens on the Property junior to the DIP Liens. In addition, except as permitted in the DIP Credit Facility or as otherwise agreed to by the DIP Lenders, the Debtors shall not incur of any debt with priority equal to or greater than the DIP Credit Facility.

7. Except as expressly agreed by the DIP Lenders, the obligations of the Debtors including, without limitation, all obligations under the Additional Notes, shall be unconditionally guaranteed on a joint and several basis by each of the entities listed on Schedule 1.1B of the DIP Credit Facility. Except as otherwise agreed to by each Post-petition Lender, the obligations of the Debtors shall further be unconditionally guaranteed on a joint and several basis by each and every subsequently acquired or organized direct or indirect domestic subsidiary of any Debtor (other than direct and indirect subsidiaries of Chrysler Canada Inc.), each of which shall be made a guarantor under the DIP Credit Facility immediately upon its acquisition and/or organization as provided in the DIP Credit Facility.

8. The Third Priority Lender is hereby granted, pursuant to sections 361, 362, 363, 364 and 507 of the Bankruptcy Code, the Adequate Protection Claim and Adequate Protection Liens with the priorities set forth above, in each case to the extent of any diminution in the value of the Third Priority Lender's interests in the Debtors' interests in the Property occurring on or after the Petition Date.

9. The DIP Liens, Super-priority Claim, Adequate Protection Liens and Adequate Protection Claim shall continue in any superseding case or cases for any or all of the Debtors under any chapter of the Bankruptcy Code, and such liens, security interests and claims shall maintain their priority as provided in this Interim Order. If an order dismissing any of these cases, pursuant to section 1112 of the Bankruptcy Code or otherwise, is at any time entered, such order shall provide that (A) the DIP Liens, Super-priority Claim, Adequate Protection Liens and Adequate Protection Claim shall continue in full force and effect, shall remain binding on all parties in interest in these cases, and shall maintain their priorities as provided in this Interim Order, until all obligations of the Debtors under the DIP Credit Facility (with respect to the DIP Liens and Super-priority Claim) and the TARP Loan Agreement (with respect to the Adequate Protection Liens and Adequate Protection Claim) have been paid and satisfied in full. Notwithstanding the dismissal of any or all of these cases, this Court shall retain jurisdiction with respect to enforcing the DIP Liens and Super-priority Claim and the DIP Lenders' rights with respect thereto, and the Adequate Protection Liens and Adequate Protection Claim, and the Third Priority Lender's rights with respect thereto.

10. Except as provided in this Interim Order or in the DIP Credit Facility, the DIP Liens, Super-priority Claim, Adequate Protection Liens and Adequate Protection Claim, and all rights and remedies of the DIP Lenders shall not be modified, impaired or discharged by the entry of an order or orders confirming a plan or plans of reorganization in any or all of these cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors waive any discharge as to any obligations outstanding under the DIP Credit Facility including, without limitation, the Additional Notes.

11. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection and priority of the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement or other instrument or document, or the taking of any other act that otherwise may be required under state or federal law, rule, or regulation of any jurisdiction to validate or perfect the DIP Liens or the Adequate Protection Liens or to entitle the DIP Lenders or the Third Priority Lender to the priorities granted herein. The Debtors may execute, and the DIP Lenders or the Third Priority Lender, as applicable, are hereby authorized to file and/or record, financing statements or other instruments to evidence the DIP Liens and the Adequate Protection Liens, and the Debtors are hereby authorized and directed, promptly upon demand by either Post-petition Lender, to execute and file and/or record any such statements or instruments as the DIP Lenders may request; provided, however, that no such execution, filing, or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Adequate Protection Lien, and further, if the DIP Lenders or the Third Lien Lender, in their sole discretion, shall choose to file such financing statements, mortgages, notices of lien or similar instruments or otherwise confirm perfection of such liens, all such documents shall be deemed to have been filed or recorded as of the Petition Date. A copy of this Interim Order may, in the discretion of the DIP Lenders or the Third Priority Lender, as applicable, be filed with or recorded in any filing or recording office in addition to or in lieu of such financing statements, notices of lien or similar instruments, and all filing offices are hereby directed to accept a copy of this Interim Order for filing and recording, and to deem this Interim Order to be in proper form for filing and recording.

12. Each and every federal, state, and local governmental agency, department or office is hereby directed to accept this Interim Order and any and all documents and

instruments necessary and appropriate to consummate the transactions contemplated by this Interim Order and the DIP Credit Facility.

13. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified to permit (A) the Debtors to grant the DIP Liens, the Super-priority Claim, the guaranties and other security provided for in the DIP Credit Facility, and to perform such acts as the DIP Lenders may request to assure the perfection and priority of the DIP Liens, (B) the Debtors to grant the Adequate Protection Liens and the Adequate Protection Claim, and to perform such acts as the Third Priority Lender may request to assure the perfection and priority of the Adequate Protection Liens, (C) the implementation of the terms of this Interim Order, and (D) immediately upon the occurrence of an event of default under the DIP Credit Facility or the maturity of the credit extensions provided thereunder, the exercise by the DIP Lenders of all rights and remedies under such agreement without further application to or order of this Court; provided, however, that prior to exercising any setoff of amounts held in any accounts maintained by any Debtor or enforcing any liens or other remedies with respect to the Property, the DIP Lenders shall provide to the Debtors (with copies to any Committee and the U.S. Trustee) 5 business days' prior written notice; provided further, however, that, upon receipt of any such notice, the Debtors may only make disbursements in the ordinary course of business and with respect to the Carve-Out, but may not make any other disbursements; provided further, however, that, in any hearing after the giving of such notice, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an event of default under the DIP Credit Facility has occurred and is continuing. Upon the occurrence and during the continuance of an Event of Default under the DIP Credit Facility, the Lenders and their respective representatives

shall be granted access to all locations in support of the enforcement and exercise of their remedies.

14. Upon the occurrence and during the continuance of any event of default under the DIP Credit Facility, the DIP Lenders may compel any Debtor to sell any or all of the Property in its possession pursuant to section 363(b) of the Bankruptcy Code or any other applicable law, the DIP Lenders shall be entitled to credit bid the DIP Liens in any such sale pursuant to section 363(k) of the Bankruptcy Code or other applicable law, and the Debtors shall use best efforts (subject to applicable law) to sell such Property if requested by the DIP Lenders (pursuant to section 363 of the Bankruptcy Code or otherwise).

15. As used in this Interim Order, "Carve-Out" means, following the occurrence and during the continuance of an Event of Default (as that term is defined in the DIP Credit Facility), an amount sufficient for payment of (A) allowed professional fees and disbursements incurred by professionals retained by the Debtors and any Committee in an aggregate amount not to exceed $10,000,000 (plus all such professional fees and disbursements that are unpaid, and that were incurred prior to the occurrence of the Event of Default, to the extent allowed by this Court at any time), and (B) fees pursuant to 28 U.S.C. § 1930 and any fees payable to the clerk of this Court; provided, however, that, so long as an Event of Default has not occurred, the Debtors shall be permitted to pay fees and expenses allowed and payable under 11 U.S.C. §§ 330 and 331, as the same may become due and payable, and the same shall not reduce the Carve-Out; provided further, however, that the Carve-Out shall not include any fees or disbursements incurred after the conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code or to any fees or disbursements related to the investigation of, preparation for, or commencement or prosecution of, any claims or proceedings against the DIP Lenders or

their claims or security interests in or liens on the Property granted under the DIP Credit Facility or this Interim Order.

16. The DIP Lenders have acted in good faith in connection with the DIP Credit Facility and this Interim Order, and their reliance on the provisions of this Interim Order when extending credit under the DIP Credit Facility will be in good faith. Accordingly, if any provision of this Interim Order is hereafter modified, vacated, or stayed by subsequent order of this Court or any other court for any reason, the DIP Lenders are entitled to the protections provided in section 364(e) of the Bankruptcy Code.

17. The DIP Lenders may credit bid the loans and the Additional Notes under the DIP Credit Facility (pursuant to section 363(k) of the Bankruptcy Code or other applicable law), in whole or in part, in connection with any sale or other disposition of some or all of the Property in these cases.

18. The Debtors shall use all of Cash Collateral and any cash proceeds from the Prepetition First Lien Collateral prior to their drawing on or receiving any amounts under the DIP Credit Facility and the First Lien Agent consents to such use of the Cash Collateral and any cash proceeds from the Prepetition First Lien Collateral.

19. In the event of any inconsistency between the terms and conditions of the DIP Credit Facility and the terms and conditions of this Interim Order, the terms and conditions of this Interim Order shall control.

20. The parties to the DIP Credit Facility may, from time to time, enter into waivers or consents with respect thereto without further order of this Court. The parties to the DIP Credit Facility may, from time to time, enter into amendments with respect thereto without further order of this Court, provided that (A) the DIP Credit Facility, as amended, is not

materially different from the form approved by this Interim Order; (B) notice of all amendments is filed with this Court; and (C) notice of all amendments (other than those that are ministerial or technical and do not adversely affect the Debtors) are provided in advance to counsel for any Committee, all parties requesting notice in these cases and the U.S. Trustee. For purposes hereof, a "material" difference from the form approved by this Interim Order shall mean any difference resulting from a modification that operates to (1) shorten the maturity of the extensions of credit under the DIP Credit Facility or otherwise require more rapid principal amortization than is currently required under the DIP Credit Facility, (2) increase the aggregate amount of any of the commitments thereunder, (3) increase the rate of interest or any other fees or charges payable thereunder (other than to the extent contemplated in the DIP Credit Facility as in effect on the date of the Final Order), (4) add specific new Events of Default (as defined in the DIP Credit Facility) or shorten the notice or grace period in respect to any Default (as defined in the DIP Credit Facility) or Event of Default currently in the DIP Credit Facility, (5) enlarge the nature and extent of default remedies available to the DIP Lenders or agents under the DIP Credit Facility following the occurrence and during the continuance of an Event of Default, (6) add additional financial covenants or make any financial covenant or other negative or affirmative covenant or representation and warranty more restrictive on the Debtors or (7) otherwise modify the DIP Credit Facility in a manner materially less favorable to the Debtors and their estates).

21. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014, and shall be deemed effective and enforceable nunc pro tunc to the Petition Date.

22. The rights, benefits, and privileges granted pursuant to this Order (including, without limitation, the DIP Liens, Super-priority Claim, Adequate Protection Liens and Adequate Protection Claims granted herein) shall attach and be enforceable against the bankruptcy estate of any direct or indirect subsidiary of the Debtors that is a party to the DIP Credit Facility and which hereafter becomes a debtor in these procedurally consolidated cases automatically and without further court order on an interim basis and, subject to entry of a final order on notice, on a final basis. Except as may be provided in such final order, such subsidiary shall be deemed a "Debtor" hereunder effective as of the date such subsidiary files a petition and becomes a debtor in these cases.

23. Except as otherwise provided in this Interim Order, the provisions of the DIP Credit Facility and the provisions of this Interim Order, including all findings of fact and conclusions of law set forth herein, shall, immediately upon entry of this Interim Order in these cases, become valid and binding upon the Debtors, the DIP Lenders, all other creditors of the Debtors, any Committee, and all other parties in interest in these cases and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of any Debtor's estate in these cases or in any subsequent chapter 7 case; provided, however, that the DIP Lenders shall not have any obligation to extend credit or otherwise make loans under the DIP Credit Facility to any chapter 7 trustee, chapter 11 trustee, examiner or similar responsible person appointed in any of these cases. Notwithstanding the forgoing and anything to the contrary herein, an amount of the Commitment (as defined in the DIP Credit Facility) equal to the lesser of (x) the aggregate unused available Commitments minus a reserve equal to the Carve-Out and (y) the difference between $750,000,000 and the amount of cash collateral held by the Debtors in the United States cash management accounts

plus the amount then on deposit in the Key Bank Account (as defined in the DIP Credit Agreement) shall be available to Chrysler at any time prior to the Maturity Date unless Chrysler or any of the other Debtors has breached the Master Transaction Agreement, which breach shall not be susceptible of being cured. In determining to extend credit under the DIP Credit Facility, or in exercising any rights or remedies pursuant thereto and this Interim Order, the DIP Lenders 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).

24. The Final Hearing shall be held on May 20, 2009, at 11:00 a.m. New York time, at the United States Bankruptcy Court for the Southern District of New York, or at such other time and place as this Court may determine. Nothing in this Interim Order shall be construed as precluding this Court from entering a Final Order containing provisions inconsistent with or contrary to any of the provisions of this Interim Order, subject to the DIP Lenders' rights under the DIP Credit Facility and the protections provided by this Interim Order and section 364(e) of the Bankruptcy Code with respect to monies advanced prior to entry of the Final Order.

25. The Debtors shall serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing, including notice that the Debtors will seek at the Final Hearing a waiver of rights under section 506(c) of the Bankruptcy Code) within three (3) business days after the date this Interim Order is entered in these cases, on the following: (A) all parties that received notice of the Interim Hearing, (B) any other party that has filed a request for

notices in these cases, (C) the U.S. Trustee, and (D) counsel for any Committee. Any party in interest objecting to the relief requested by the Debtors at the Final Hearing shall file a written objection with this Court, and shall serve a copy of the objection on (i) Chrysler LLC, 1000 Chrysler Drive, Auburn Hills, MI 48326; Attn: Holly E. Leese, Esq; (ii) Jones Day, proposed counsel for the Debtors, 222 E. 41st Street, New York, NY 10017; Attn: Corinne Ball, Esq. and Marilyn Sonnie, Esq.; and 1420 Peachtree Street, N.E., Suite 800, Atlanta, GA 30309; Attn: Jeffrey B. Ellman, Esq.; (iii) The United States Department of the Treasury, 1500 Pennsylvania Avenue, N.W., Washington D.C. 20220; Attn: Chief Counsel Office of Financial Stability; (iv) United States Attorney's Office, Southern District of New York, Civil Division, Tax & Bankruptcy Unit, 86 Chambers Street, 3rd Floor, New York, N.Y. 10007 and Cadwalader, Wickersham & Taft LLP, Of counsel to the Presidential Task Force on the Auto Industry, One World Financial Center, New York, NY 10281; Attn: John J. Rapisardi, Esq.; (v) Export Development Canada, 151 O'Connor Street, Ottawa, Canada K1A 1K3; Attn: Loans Services; (vi) Vedder Price P.C., counsel to Export Development Canada, 1633 Broadway, 47th Floor, New York, New York, 10019, Attn: Michael J. Edelman, Esq. and McMillan LLP, counsel to Export Development Canada, Brookfield Place, Suite 440, 171 Bay Street, Toronto, Ontario, Canada M5J 2T3, Attn: Peter A. Willisor; (vii) Sullivan & Cromwell LLP, counsel to Fiat S.p.A., 125 Broad Street, New York, NY 10004; Attn: Scott D. Miller, Esq.; (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004; and (ix) counsel to any Committee; so as to be actually received no later than May 15, 2009, at 4:00 p.m. New York time.

26. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the DIP Credit Facility and this Interim Order in all respects; provided, however,

that in the event this Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this paragraph or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

Dated: May 4, 2009
New York, New York

s/Arthur J. Gonzalez
HON. ARTHUR J. GONZALEZ
UNITED STATES BANKRUPTCY
JUDGE

EXHIBIT 1

DIP Credit Facility

EXHIBIT 2

Approved Budget

$4,100,000,000
SECOND LIEN SECURED PRIMING SUPERPRIORITY
DEBTOR-IN-POSSESSION CREDIT AGREEMENT

among

CHRYSLER LLC,
a Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,
as the Borrower,

and

THE LENDERS PARTIES HERETO FROM TIME TO TIME

Dated as of April 30, 2009

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SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Agreement"), dated as of April 30, 2009, by and among CHRYSLER LLC, a Delaware limited liability company and a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the "Borrower"), and the several lenders from time to time parties to this Agreement (the "Lenders").

W I T N E S S E T H:

WHEREAS, on April 30, 2009 (the "Petition Date"), the Borrower and each of the Guarantors (as defined below) in existence on the Petition Date filed voluntary petitions in the Bankruptcy Court (as defined below) for relief, and commenced cases (the "Cases"), under the Bankruptcy Code (as defined below) and have continued in the possession of their assets and in the management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrower has requested that the Lenders provide them with a term loan facility in an aggregate principal amount not to exceed $4,100,000,000, all of the Borrower's obligations under which are to be jointly and severally guaranteed by the Guarantors;

WHEREAS, to provide guarantees and security for the repayment of the Loans (as defined below), and the payment of the other Obligations (as defined below) of the Borrower and the Guarantors hereunder and under the other Loan Documents (as defined below), the Borrower and the Guarantors will provide to the Lenders the following, each as more fully described herein:

(a) a joint and several guaranty from the Guarantors of the due and punctual payment and performance of the Obligations of the Borrower hereunder;

(b) an allowed administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code in each of the Cases having priority over all administrative expenses of the kind specified in, or arising under, sections 503(b) and 507(a) of the Bankruptcy Code and any and all expenses and claims of the Borrower and the Guarantors, whether heretofore or hereafter incurred, including, but not limited to, the kind specified in sections 105, 326, 328, 506(c), 507(a) or 1114 of the Bankruptcy Code, subject only to the Carve-Out (as defined below);

(c) valid, perfected, first-priority security interests in and liens pursuant to section 364(c)(2) of the Bankruptcy Code on all property and assets of the Borrower, the Guarantors and their estates, of every kind or type whatsoever, including tangible, intangible, real, personal or mixed, whether now owned or hereafter acquired or arising, wherever located, all property of the estates of each of the Borrower and the Guarantors within the meaning of section 541 of the Bankruptcy Code (including avoidance actions arising under Chapter 5 of the Bankruptcy Code and applicable state law); and all proceeds, rents and products of the foregoing (collectively, as to the Borrower and each Guarantor, the "Collateral") (but limited in the case of pledges of the Capital Stock of

foreign Subsidiaries (as defined below) of the Borrower and the Guarantors to pledges that would not result in deemed dividends to the Borrower or such Guarantors pursuant to section 956 of the Code (as defined below)) that is not subject to non-avoidable, valid and perfected liens in existence as of the Petition Date (or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code), subject only to the Permitted Liens (as defined below) and the Carve-Out;

(d) valid, perfected, security, junior interests and liens pursuant to section 364(c)(3) of the Bankruptcy Code on all of the Collateral that is subject to non-avoidable, valid and perfected liens (other than the Primed Liens (as defined below)) in existence as of the Petition Date, or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to the Carve-Out; and

(e) valid, perfected, priming security interests and liens pursuant to section 364(d)(1) of the Bankruptcy Code on the Collateral securing the Second Lien Prepetition Facility (as defined below) and the Existing UST Loan Agreement (as defined below), senior in all respects to the Primed Liens (as defined below), subject only to the security interests in and liens on all property securing the First Lien Prepetition Facility (as defined below), the Permitted Liens and the Carve-Out.

WHEREAS, the Lenders are willing to provide the Loans to the Borrower on the terms and subject to the conditions set forth herein and in the other Loan Documents;

NOW THEREFORE, the parties hereto hereby agree as follows:

SECTION 1

DEFINITIONS

1.1. Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABR": for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greater of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the one month Eurodollar Rate (for the avoidance of doubt after giving effect to the provisos in the definition thereof) plus 1.00%; provided that, in the event the Required Lenders shall have determined that adequate and reasonable means do not exist for ascertaining the calculation of clause (c), such calculation shall be replaced with the last available calculation of Eurodollar Rate plus 1.00%. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the one month Eurodollar Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the one month Eurodollar Rate, respectively.

"ABR Loans": Loans the rate of interest applicable to which is based upon the ABR.

"Additional Guarantor": as defined in Section 5.19.

"Additional Note": each promissory note of the Borrower issued to the Treasury and the Canadian Lender, each substantially in the form of Exhibit H-1, and any promissory note delivered in substitution or exchange therefor.

"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, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the affairs of management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract or otherwise.

"Agreement": as defined in the preamble hereto.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to the sum of (a) the aggregate unused amount of such Lender's Commitments at such time and (b) the aggregate then unpaid principal amount of such Lender's Loans.

"Aggregate Exposure Percentage": with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the sum of the Aggregate Exposures of all Lenders at such time.

"Anti-Money Laundering Laws": as defined in Section 3.25(d).

"Applicable Margin": (A) 2.0% per annum in the case of ABR Loans and (B) 3.0% per annum in the case of Eurodollar Loans.

"Asset Sale": any Disposition of property or series of related Dispositions of property (excluding any Disposition permitted by clause (a), (b), (c), (e), (f), (g), (h), (i), (j), (l), (n) or (o) of Section 6.4) that yields gross proceeds to any Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $1,000,000. The term "Asset Sale" shall not include any issuance of Capital Stock or any event that constitutes a Recovery Event.

"Assignee": as defined in Section 8.6(b).

"Assignment and Assumption": an Assignment and Assumption, substantially in the form of Exhibit C.

"Attributable Obligations": in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate implicit in the transaction) of the total obligations of the lessee for rental payments required to be paid during

the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended), determined in accordance with GAAP; provided, however, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby shall be determined in accordance with the definition of "Capital Lease Obligations."

"Auburn Hills Property": the real property described on Schedule 1.1E, which is the Borrower's chief executive office.

"Auto Supplier Support Program": a program established by the Treasury to facilitate payment of certain receivables to automotive suppliers, including provisions for the sale of such receivables to one or more bankruptcy remote special purpose vehicles established by original automotive equipment manufacturers, including the Borrower.

"Bankruptcy Code": the United States Bankruptcy Code, 11 U.S.C. Section 101 *et seq.*

"Bankruptcy Court": the United States Bankruptcy Court for the Southern District of New York (together with the District Court for the Southern District of New York, where applicable).

"Bankruptcy Rules": the Federal Rules of Bankruptcy Procedure and local rules of the Bankruptcy Court, each as amended, and applicable to the Cases.

"Benefitted Lender": as defined in Section 8.7(a).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrowing Certificate": a certificate from a Responsible Officer of the Borrower substantially in the form of Exhibit H-2.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the Lenders to make Loans hereunder.

"Borrowing Notice": with respect to any request for borrowing of Loans hereunder, a notice from the Borrower delivered to each of the Lenders, substantially in the form of Exhibit H-1.

"Business": as defined in Section 3.16(ii).

"Business Day": any day other than a Saturday, Sunday or other day on which banks in New York City or Ottawa, Ontario, Canada are permitted to close; provided, however, that when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London Interbank market.

"Canadian Dollars" or "Cdn$": dollars in lawful currency of Canada.

"Canadian Facility": the Loan Agreement, dated as of March 30, 2009, by and among Chrysler Canada, as borrower, certain of its subsidiaries party thereto, and the Canadian Lender, as lender.

"Canadian Holdings": 0847574 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia.

"Canadian Lender": the Export Development Canada, a corporation established pursuant to the laws of Canada, and its successors and assigns.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"Carve-Out": following the occurrence and during the continuance of an Event of Default, an amount sufficient for payment of (x) allowed professional fees and disbursements incurred by professionals retained by the Borrower and the Guarantors and any Committees in an aggregate amount not to exceed $10,000,000 (plus all such professional fees and disbursements that are unpaid, and that were incurred prior to the occurrence of the Event of Default, to the extent allowed by the Bankruptcy Court at any time), and (y) fees pursuant to 28 U.S.C. § 1930 and any fees payable to the clerk of the Bankruptcy Court; provided that, so long as an Event of Default has not occurred, the Borrower and the Guarantors shall be permitted to pay fees and expenses allowed and payable under 11 U.S.C. § 330 and § 331, as the same may become due and payable, and the same shall not reduce the Carve-Out; provided, further, that, the Carve-Out shall not include any fees or disbursements incurred after the conversion of the Cases to a case under chapter 7 of the Bankruptcy Code or to any fees or disbursements related to the investigation of, preparation for, or commencement or prosecution of, any claims or proceedings against the Lenders or the DIP Liens.

"Case Milestones": each of the case milestones listed on Schedule 1.1G.

"Cases": as defined in the recitals hereto.

"Cash Equivalents": means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or Canadian government or issued by any agency thereof and backed by the full faith and credit of the United States or Canada, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or

less from the date of acquisition issued by any commercial bank organized under the laws of the United States or Canada or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least "A-1" by S&P or "P-1" by Moody's, or carrying an equivalent rating by a nationally recognized rating agency in the United States or Canada, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within thirteen months from the date of acquisition; (d) repurchase obligations of any bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) repurchase obligations of a broker-dealer that is (i) on the list of primary dealers maintained by the Federal Reserve Bank of New York, as amended from time to time, and (ii) is affiliated with a bank satisfying the requirements of clause (b), having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (f) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, province, commonwealth or territory of the United States or Canada, by any political subdivision or taxing authority of any such state, province, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least "A" by S&P or "A" by Moody's or equivalent rating; (g) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (b) of this definition; and (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated "AAA" by S&P and "Aaa" by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"CFC": a "controlled foreign corporation" as defined in section 957 of the Code.

"Change of Control": the occurrence of any of the following events: (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Permitted Holders, shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the "beneficial owner" (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than 20% of the outstanding Voting Stock of the Borrower or (b) the board of managers of the Borrower shall cease to consist of a majority of Continuing Directors.

"Charitable Subsidiaries": each of DaimlerChrysler Corporation Fund (doing business as "The Chrysler Foundation"), HP DEVCO, INC and Fundacion DaimlerChrysler de Mexico IAP, in each case so long as such entity carries on its operations as a not for profit or charitable organization and does not operate or control any business for profit.

"Chrysler Canada": Chrysler Canada Inc., a corporation incorporated under the Canada Business Corporations Act.

"Chrysler Motors: Chrysler Motors LLC, a Delaware limited liability company.

"Closing Date": [_____], 2009.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": as defined in the recitals.

"Commitment": as to any Lender, the obligation of such Lender, if any, to make a Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading "Commitment" opposite such Lender's name on Schedule 1.1A or, as the case may be, in the Assignment and Assumption pursuant to which such Lender became a party hereto, as such amount may be changed from time to time in accordance with the provisions of this Agreement. As of the Closing Date, the original amount of the aggregate Commitments of all the Lenders is $4,100,000,000, provided that, prior to the date on which the Final Order is entered by the Bankruptcy Court and is final and non-appealable, the maximum aggregate amount of the Commitments available to be borrowed shall be equal to the Interim Commitments.

"Commitment Percentage": as to any Lender at any time, the percentage which such Lender's Commitment then constitutes of the Commitments.

"Commitment Period": the period, from and including the later of (i) entry by the Bankruptcy Court of the Interim Order and (ii) Closing Date, to the Maturity Date.

"Committee": any statutory committee appointed in the Cases.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is part of a group that includes the Borrower and that is treated as a single employer under section 414(b) or (c) of the Code.

"Company Car Financing Program": all rights and obligations of the Borrower and its Subsidiaries under the financing program provided by FinCo and any of its Subsidiaries to the Borrower and any of its Subsidiaries relating to the financing of company car vehicles pursuant to that certain First Amendment and Restated Line of Credit Loan Agreement, dated as of December 20, 1996, between Chrysler Corporation and Chrysler Financial Corporation.

"Compensation Regulations": as defined in Section 5.9(a)(i).

"Compliance Certificate": a certificate duly executed by a Responsible Officer, substantially in the form of Exhibit F, including compliance with the financial covenants set forth in Section 6.1 for the immediately prior calendar week and on a cumulative basis from the Petition Date.

"Continuing Directors": the board of managers of the Borrower on the Closing Date, after giving effect to the transactions contemplated hereby, and each other manager of the Borrower, if such other manager's nomination for election to the board of managers of the Borrower is recommended by at least 66• % of the then Continuing Directors or such other manager receives the vote of the Treasury in his or her election by the members of the Borrower.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Controlled Affiliate": as defined in Section 3.25(a).

"Conversion Vehicle Wholesale Financing Program": a financing program provided by FinCo or its Subsidiaries pursuant to which (i) FinCo or its Subsidiaries provides wholesale financing to recreational truck and van conversion companies and manufacturers of specialized bodies and equipment on vehicles which are consignees of the Borrower (the "Converters") to enable such Persons to hold on consignment from the Borrower or any of its Subsidiaries vehicles, chassis, other merchandise and inventory (the "Merchandise") manufactured by the Borrower and its Subsidiaries for the sole purpose of storing, upfitting or adding to the Merchandise, which financings are secured by such Merchandise and repaid with the proceeds of the sale of such Merchandise by the Borrower, (ii) the Borrower is obligated to pay (on behalf of the Converters) to FinCo or its Subsidiaries a portion of the first 90 days of interest accruing on such loans and (iii) the Borrower is obligated to purchase the Merchandise from the Converters upon completion of the conversion.

"Default": any of the events specified in Section 7, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Debtor": subject to the written consent of the Required Lenders, the Borrower and each Subsidiary to the extent that (i) the Borrower or such Subsidiary files with the Bankruptcy Court, (ii) such case is joined with the Cases and (iii) the Borrower or such Subsidiary is subject, by order of the Bankruptcy Court, to the previously issued order relating to the cases (including the Orders).

"DIP Liens": the Liens described in Sections 3.15(b) and (c).

"Disposition": with respect to any property, any sale, transfer or other disposition thereof (and shall include the issuance of Capital Stock) (other than the incurrence or grant of any Lien or the occurrence of any Recovery Event); and the terms "Dispose" and "Disposed of" shall have correlative meanings.

"Dollar Equivalent": on any date of determination, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to an amount denominated in any other currency, the equivalent in Dollars of such amount as determined by the Treasury in accordance with normal banking industry practice using the Exchange Rate on the date of determination of such equivalent. In making any determination of the Dollar Equivalent, the Treasury shall use the relevant Exchange Rate in effect on the date on which a Dollar Equivalent is required to be determined pursuant to the provisions of this Agreement. As appropriate, amounts specified herein as amounts in Dollars shall include any relevant Dollar Equivalent amount.

"Dollars" and "$": the lawful money of the United States.

"EAWA": the Employ American Workers Act (Section 1611 of Division A, Title XVI of the American Recovery and Reinvestment Act of 2009), Public Law No. 111-5, effective as of February 17, 2009, as may be amended and in effect from time to time.

"EESA": the Emergency Economic Stabilization Act of 2008, Public Law No. 110-343, effective as of October 3, 2008, as amended by Section 7000 *et al.* of Division A, Title VII of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5, effective as of February 17, 2009, as may be further amended and in effect from time to time.

"Embargoed Person": as defined in Section 3.26.

"Environmental Laws": any and all foreign, Federal, state, provincial, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health, the environment or natural resources, as now or may at any time hereafter be in effect.

"Environmental Permits": any and all permits, licenses, approvals, registrations, notifications, exemptions and other authorizations required under any Environmental Law.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Eurocurrency Reserve Requirements": for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System; provided that the Eurocurrency Reserve Requirements shall to be $0 with respect to the Canadian Lender.

"Eurodollar Base Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, the rate per annum determined on the basis of the rate for deposits in Dollars for a period equal to such Interest Period commencing on the first day of such Interest Period appearing on page LIBOR01 of the Reuters screen as of 11:00 a.m. (London time) two Business Days prior to the beginning of such Interest Period. In the event that such rate does not appear on such page of the Reuters screen (or otherwise on such screen), the "Eurodollar Base Rate" shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as may be selected by the Treasury or, in the absence of such availability, by reference to the rate at which a reference institution selected by the Treasury is offered Dollar deposits at or about 11:00 a.m. (New York City time) two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted for delivery on the first day of such Interest Period for the number of days comprised therein.

"Eurodollar Loans": Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{Eurodollar Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

; provided that, in no event shall the Eurodollar Rate be less than 2.00%.

"Eurodollar Tranche": the collective reference to Eurodollar Loans the then-current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Event of Default": any of the events specified in Section 7, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Exchange Act": the Securities and Exchange Act of 1934, as amended.

"Exchange Rate": for any day with respect to any currency (other than Dollars), the rate at which such currency may be exchanged into Dollars, as set forth at 11:00 a.m. (New York time) on such day on the applicable Bloomberg currency page with respect to such currency. In the event that such rate does not appear on the applicable Bloomberg currency page, the Exchange Rate with respect to such currency shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Treasury and the Borrower or, in the absence of such agreement, such Exchange Rate shall instead be the spot rate of exchange of a reference institution selected by the Treasury in the London Interbank market or other market where such reference institution's foreign currency exchange operations in respect of such currency are then being conducted, at or about 11:00 a.m. (New York time) on such day for the purchase of Dollars with such currency, for delivery two Business Days later; provided, however, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Treasury may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Excluded Subsidiary": (i) any JV Subsidiary in which any Loan Party does not own 80% of the voting or economic interest and (ii) any Subsidiary the Capital Stock of which the Treasury does not require a pledge.

"Executive Order": as defined in Section 3.26.

"Existing Prepetition Facilities": collectively, the First Lien Prepetition Facility, the Second Lien Prepetition Facility and the Existing UST Loan Agreement.

"Existing UST Loan Agreement": the Loan and Security Agreement, dated as of December 31, 2008, between Chrysler Holding LLC and the Treasury.

"Expense Policy": the Borrower's comprehensive written policy on corporate expenses maintained and implemented in accordance with Section 5.10.

"Extraordinary Receipts": any (i) insurance proceeds that are not the proceeds of a Recovery Event, (ii) downward purchase price adjustments and (iii) tax refunds, judgments and litigation settlements, pension plan reversions and indemnity payments.

"Federal Funds Effective Rate": for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by JPMorgan Chase Bank, N.A. from three federal funds brokers of recognized standing selected by it.

"Fiat": FIAT S.p.A., a *Società Per Azioni* organized under the laws of Italy.

"Final Order": one or more orders of the Bankruptcy Court approving the terms and conditions of the Loan Documents substantially in the form of the Interim Order, unless provided in this Agreement or as otherwise agreed to by the Required Lenders.

"FinCo": DaimlerChrysler Financial Services Americas LLC, a Michigan limited liability company and its successors.

"First Lien Prepetition Facility": the Amended and Restated First Lien Credit Agreement, dated as of November 29, 2007, among the Borrower, CarCo Intermediate Holdco II LLC, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, and others.

"Foreign Assets Control Regulations": as defined in Section 3.26.

"Foreign Benefit Arrangement": any employee benefit arrangement mandated by non-US law.

"Foreign Plan": each employee benefit plan (within the meaning of section 3(3) of ERISA, whether or not subject to ERISA) maintained or contributed to by the Borrower or any Commonly Controlled Entity that is not subject to United States law.

"Funding Account": with respect to any Loan, the account of the Borrower identified in the Borrowing Notice for such Loan.

"Funding Office": the office of each Lender specified in Schedule 1.1A or such other office as may be specified from time to time by such Lender as its funding office by written notice to the Borrower.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time. In the event that any "Accounting Change" shall occur and such change results in a change in the method of calculation of covenants, standards or terms in this Agreement, then the Borrower and the Treasury agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made.

Until such time as such an amendment shall have been executed and delivered by the Borrower and the Treasury, all covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

"Gelco Lease Program": a Sale/Leaseback Transaction pursuant to which the Borrower and its Subsidiaries manufacture and sell vehicles to Gelco Corporation (doing business as GE Capital Fleet Services ("GE Capital")), which vehicles are then leased to the Borrower pursuant to the terms of a lease for use by the Borrower in its company car program in the ordinary course of business, as more fully described in and pursuant to the terms of that certain Master Lease Agreement, dated October 31, 2001, by and between GE Capital and DaimlerChrysler Corporation, together with all related schedules thereto and servicing and agency agreements or any other program with a different financial institution on substantially similar terms.

"Gold Key Lease Program": the program pursuant to which (i) DaimlerChrysler Financial Services Canada Inc. (the successor to Chrysler Credit Canada Ltd.) ("CCC") purchases, as agent and bare trustee, vehicles manufactured or distributed by DaimlerChrysler Canada (formerly known as Chrysler Canada Ltd.) ("CCL") from dealerships with the proceeds of loans made to it by CCC, and then leased by CCC, as agent and bare trustee for CCL, to the customers of CCC, the lease payments (and related vehicles) of which are pledged to CCC and the proceeds thereof are used to repay any outstanding loans owing by CCL to CCC, as more fully described in and pursuant to the terms of (x) that certain Gold Key Administration and Credit Risk Assumption Agreement, dated as of July 1, 1996, by and between CCL and Chrysler Credit Canada Ltd., and (y) that certain Amended and Restated Loan Agreement dated as of December 31, 2002 between CCL and CCC and (ii) CCL may in certain cases concurrently lease or sell its beneficial interests in the lease payment receivables and leased vehicles described above to various entities which engage in financing such receivables, including its interest in any collateral securing such receivables, in each case, together with all schedules and related agreements.

"Governmental Authority": any federal, state, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, or any federal, state or municipal court, in each case whether of the United States or foreign.

"Group Members": the collective reference to the Borrower and its Subsidiaries.

"Guarantee": the Guarantee Agreement to be executed and delivered by the Borrower and each Guarantor, substantially in the form of Exhibit A.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other

obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantor": each Subsidiary listed on Schedule 1.1B.

"Holdings": Chrysler Holding LLC, a Delaware limited liability company.

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations and Attributable Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (f) above, (h) all obligations of the kind referred to in clauses (a) through (g) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (i) for the purposes of Section 7.1(f) only, all obligations of such Person in respect of Swap Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor. For purposes of Section 6.2 and Section 6.3, the Dollar Equivalent amount of Indebtedness denominated in any currency other than Dollars shall be determined as of the date

such Indebtedness is incurred or any commitment for such Indebtedness is issued and the Borrower and its Subsidiaries shall not be deemed to exceed any limit set forth in Section 6.2 or Section 6.3 solely as a result of subsequent fluctuations in the exchange rate of currency. Indebtedness shall not include vehicle guarantee depreciation programs of any Group Member.

"Indemnified Liabilities": as defined in Section 8.5.

"Indemnitee": as defined in Section 8.5.

"Initial Budget": the 9-week budget, attached as Annex I hereto, as amended, supplemented or otherwise modified from time to time as provided in Section 6.16, setting forth in reasonable detail all anticipated receipts and disbursements of the Loan Parties on a calendar week basis from the Petition Date through and including July 3, 2009.

"Initial Note": as defined in Section 4.1(a)(iii).

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges with respect to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Payment Date": (a) as to any ABR Loan, the first day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan, the last day of such Interest Period, and (c) as to any Loan, the date of any repayment or prepayment made in respect thereof.

"Interest Period": as to any Eurodollar Loan, (i) initially, the period commencing on the borrowing date with respect to such Loan and ending three months thereafter; and (ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Loan and ending three months thereafter; provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

(A) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(B) any Interest Period that would otherwise extend beyond the Maturity Date shall end on the Maturity Date; and

(C) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period.

"Interim Commitments": $1,400,000,000.

"Interim Order": the Interim Order pursuant to Bankruptcy Code sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004 (a) approving this Agreement and authorizing the Loan Parties to obtain Postpetition financing pursuant thereto, (b) granting related Liens and Superpriority Claims, (c) granting adequate protection to certain Prepetition secured parties, and (d) scheduling a final hearing.

"Investments": as defined in Section 6.9.

"JV Subsidiary": any Subsidiary of a Group Member which is not a Wholly Owned Subsidiary and as to which the business and management thereof is jointly controlled by the holders of the Capital Stock therein pursuant to customary joint venture arrangements.

"KeyBank Account": that certain account number 359681263422 established and maintained by the Borrower with KeyBank National Association for the benefit of the Lenders.

"Lenders": as defined in the preamble hereto.

"Lien": any mortgage, pledge, hypothecation, assignment for security, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"Loan": as defined in Section 2.1.

"Loan Documents": this Agreement, the Notes and the Guarantee.

"Loan Parties": the Borrower and each Guarantor.

"Master Agreement": (i) the Master Autofinance Agreement, entered into as of August 3, 2007, by and between the Borrower, as the manufacturer, and FinCo, (ii) the Shared Transition Services Agreement, entered into as of August 3, 2007, by and between the Borrower and FinCo, (iii) the Intellectual Property License Agreement, entered into as of August 3, 2007, by and between the Borrower and FinCo, and (iv) any agreement, instrument, annex, schedule, exhibit or other document related thereto.

"Master Transaction Agreement": that certain Master Transaction Agreement, dated as of April 30, 2009, between Fiat, New CarCo, the Borrower and others.

"Material Adverse Effect": a material adverse effect on (a) the condition (financial or otherwise), businesses, performance, prospects, operations or property of the

Borrower and its Subsidiaries, individually or taken as a whole, (b) the ability of the Borrower or any Guarantor to perform its respective obligations under any of the Loan Documents, and (c) the validity or enforceability of any of the Loan Documents or the rights and remedies of the Lenders under any of the Loan Documents or the Orders; provided that, (w) the taking of any action by the Borrower and its subsidiaries, including the cessation of production, pursuant to and in accordance with the Initial Budget and the Monthly Budget, (x) the filing of the Cases, (y) any sale pursuant to any Related Section 363 Transactions or any other action taken pursuant to the Orders, and (z) any events of default under Existing Prepetition Facilities, shall not be taken into consideration.

"Material Environmental Amount": $50,000,000.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including asbestos, polychlorinated biphenyls, urea-formaldehyde insulation, asbestos, pollutants, contaminants, radioactivity, and any other materials, substances or forces of any kind, whether or not any such material, substance or force is defined as hazardous or toxic under any Environmental Law, that is regulated pursuant to, or could reasonably be expected to give rise to liability under, any Environmental Law.

"Maturity Date": the date or which the earliest to occur of (such earliest date, which may be extended by the Lenders in their sole discretion in accordance with Section 8.1): (a) 60 days after the Petition Date; (b) 35 days after the Petition Date if the Final Order has not become final and non-appealable prior to the expiration of such 35-day period; (c) the effective date of a plan of reorganization or liquidation that is confirmed pursuant to an order entered in the Cases by the Bankruptcy Court; (d) the acceleration of any Loans and the Additional Notes and the termination of the Commitment in accordance with the terms of this Agreement; and (e) September 30, 2009.

"Monthly Budget": the monthly budget, attached as as Annex II hereto, as amended, supplemented or otherwise modified from time to time as provided in Section 6.16, setting forth in reasonable detail all anticipated receipts and disbursements of the Loan Parties, and reflecting the Related 363 Sale Transactions, on a monthly basis from the Petition Date through and including June 30, 2010.

"Moody's": Moody's Investors Service, Inc. and its successors.

"Mortgage": each of the mortgages and deeds of trust made by the Borrower or any Guarantor in favor of, or for the benefit of, the Lenders, in form and substance reasonably satisfactory to the Required Lenders taking into consideration the law and jurisdiction in which such mortgage or deed of trust is to be recorded or filed, to the extent applicable.

"Mortgaged Property": each property listed on Schedule 1.1C, as to which the Lenders shall be granted a Lien pursuant to the Orders.

"Multiemployer Plan": a multiemployer plan as defined in section 4001(a)(3) of ERISA.

"Net Book Value": with respect to any asset of any Person (a) other than accounts receivable, the gross book value of such asset on the balance sheet of such Person, minus depreciation or amortization in respect of such asset on such balance sheet and (b) with respect to accounts receivable, the gross book value thereof, minus any specific reserves attributable thereto, each determined in accordance with GAAP.

"Net Cash Proceeds": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of (i) attorneys' fees, accountants' fees, investment banking fees, consultants' fees, finders' fees, brokers' fees, advisory fees and other customary fees and expenses actually incurred in connection therewith, (ii) amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Loan Document or the Orders), and (iii) taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (b) in connection with any issuance or sale of Capital Stock or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consultants' fees, finders' fees, brokers' fees, advisory fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith, provided that, in the case of clauses (a) and (b), Net Cash Proceeds shall exclude amounts that Canadian Holdings, Chrysler Canada or any of their Canadian Subsidiaries are required to repay the loans under the Canadian Facility in effect on the date hereof.

"New CarCo": New CarCo Acquisition LLC, a Delaware limited liability company.

"New Chrysler Entities": New CarCo Acquisition LLC and its subsidiaries.

"Non-Debtor": each Subsidiary of the Borrower not a Debtor.

"Non-Excluded Taxes": as defined in Section 2.13(a).

"Non-U.S. Lender": as defined in Section 2.13(d).

"Notes": collectively, the Initial Notes and the Additional Notes.

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and the Additional Notes and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and the Additional Notes and all other obligations and liabilities of the Borrower to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Additional Notes, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs,

expenses (including, without limitation, all fees, charges and disbursements of counsel to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise.

"OFAC": the Office of Foreign Assets Control of the United States Department of the Treasury.

"Orders": the Interim Order and the Final Order.

"Other Taxes": any and all present or future stamp or documentary taxes and any other excise or property taxes, intangible or mortgage recording taxes, charges or similar levies arising from any payment made, or from the execution, delivery or enforcement of, or otherwise with respect to this Agreement or any other Loan Document.

"Outstanding Amount": as of any date of determination (a) with respect to Indebtedness, the aggregate outstanding principal amount thereof, (b) with respect to banker's acceptances, letters of credit or letters of guarantee, the aggregate undrawn, unexpired face amount thereof plus the aggregate unreimbursed drawn amount thereof, (c) with respect to hedging obligations, the aggregate amount recorded by the Borrower or any Subsidiary as its net termination liability thereunder calculated in accordance with the Borrower's customary accounting procedures, (d) with respect to cash management obligations or guarantees, the aggregate maximum amount thereof (i) that the relevant cash management provider is entitled to assert as such as agreed from time to time by the Borrower or any Subsidiary and such provider or (ii) the principal amount of the Indebtedness being guaranteed or, if less, the maximum amount of such guarantee set forth in the relevant guarantee and (e) with respect to any other obligations, the aggregate outstanding amount thereof.

"Parent Entity": any of Holdings or any intermediate holding company through which Holdings holds its ownership of the Borrower.

"Participant": as defined in Section 8.6(c).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Pension Act": the Pension Protection Act of 2006, as it now exists or as it may be amended from time to time.

"Permitted Canadian Liens": Liens securing Indebtedness of the Borrower under the Canadian Facility.

"Permitted Holders": any holder of any Capital Stock of the Borrower as of the Closing Date.

"Permitted Indebtedness":

(a) Indebtedness existing on the Petition Date;

(b) Indebtedness incurred by any Non-Debtor (i) in the ordinary course of business of the such Non-Debtor to finance the purchase of fixed or capital assets that is incurred substantially concurrently with the acquisition of such property, or (ii) constituting Capital Lease Obligations; in the case of clauses (i) and (ii), in an aggregate amount not exceeding $10,000,000 at any one time outstanding;

(c) Indebtedness of the Borrower to any Guarantor or Indebtedness of any Guarantor to the Borrower or any other Guarantor;

(d) Indebtedness of Chrysler Canada under the Canadian Facility;

(e) Indebtedness in respect of, represented by, or in connection with appeal, bid, performance, surety, customs or similar bonds issued for the account of any Group Member, the performance of bids, tenders, sales or contracts (in each case, other than for the repayment of borrowed money), statutory obligations, workers' compensation claims, unemployment insurance, other types of social security or pension benefits, self-insurance and similar obligations and arrangements, in each case, to the extent incurred in the ordinary course of business; and

(f) to the extent permitted by an order of the Bankruptcy Court, Indebtedness of the Borrower or any Subsidiary owing to the Borrower or any Subsidiary (including, without limitation, intercompany ledger balances in connection with customary cash management practices among the Borrower and its Subsidiaries); provided that, any such Guarantor shall be subordinated by the Borrower or a Guarantor in right of payment to the Obligations in a manner reasonably satisfactory to the Required Lenders.

"Permitted Liens":

(a) Liens in existence on the Petition Date;

(b) Liens securing Indebtedness permitted by clause (b) of the definition of Permitted Indebtedness; provided that in each case such Liens do not encumber any property (except substitutions, replacements or proceeds thereof) other than property financed by such Indebtedness;

(c) Liens in favor of the Lenders created pursuant to the Orders;

(d) Liens arising out of claims under a judgment or award rendered or claim filed so long as such judgments, awards or claims do not constitute an Event of Default;

(e) Liens and rights of set-off arising after the Petition Date created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts held at such banks or financial institutions or over investment property held in a securities account, as the case may be, to secure fees and charges in the ordinary course of business or returned items and charge backs in the ordinary course of business, facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts or securities accounts in the ordinary course of business;

(f) Liens for taxes, assessments, governmental charges and utility charges, in each case that are not yet subject to penalties for non-payment or that are being contested in good faith by appropriate proceedings; provided that adequate reserves with respect thereto are maintained on the books of the Borrower in conformity with GAAP;

(g) (i) Liens incurred or pledges or deposits made in connection with (A) workers' compensation claims, unemployment insurance or ordinary course social security or pension benefits (but not including any Lien in favor of the PBGC), (B) to secure the performance of bids, tenders, sales, contracts (in each case, other than for the repayment of borrowed money), (C) statutory obligations, or (D) surety, appeal, customs or performance bonds and similar obligations, or (ii) deposits as security for import or customs duties or for the payment of rent, in each case for clauses (i) and (ii) incurred in the ordinary course of business, and (iii) carriers', warehousemen's, workers mechanics', materialmen's, repairmen's, construction or other like Liens arising in the ordinary course of business to secure amounts (a) that are not overdue for a period of more than 90 days or that may hereafter be paid without material penalty or (b) that are being contested in good faith by appropriate proceedings;

(h) statutory Liens incurred or pledges or deposits made in favor of a Governmental Authority to secure the performance of obligations of the Borrower or any of its Subsidiaries under Environmental Laws to which any assets of the Borrower or any such Subsidiaries are subject;

(i) the Permitted Canadian Liens; and

(j) a super-priority administrative Lien on the proceeds of any tax refunds (including interest thereon), returns of withholding or similar payments, and any proceedings of tax sharing, contribution or similar agreements exist to secure the payment of tax indemnities due under the Master Transaction Agreement, as more fully described in the Master Transaction Agreement and the Sale Order (as defined in the Master Transaction Agreement).

"Permitted Transactions": individually and collectively: (i) the Conversion Vehicle Wholesale Financing Program; (ii) the Gelco Lease Program; (iii) the Gold Key Lease Program; (iv) the proposed sale and refinancing of the Auburn Hills Property to the Borrower; and (v) the Company Car Financing Program.

"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.

"Petition Date": as defined in the recitals hereto.

"Plan": any employee benefit plan (other than a Multiemployer Plan) that is subject to ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under section 4069 of ERISA be deemed to be) an "employer" as defined in section 3(5) of ERISA.

"Postpetition": when used with respect to any agreement or instrument, any claim or proceeding or any other matter, shall refer to an agreement or instrument that was entered into or became effective, a claim or proceeding that first arose or was first instituted, or another matter that first occurred, after the commencement of the Cases.

"Prepetition": when used with respect to any agreement or instrument, any claim or proceeding or any other matter, shall refer to an agreement or instrument that was entered into or became effective, a claim or proceeding that arose or was instituted, or another matter that occurred, prior to the Petition Date.

"Prepetition Payment": a payment (by way of adequate protection or otherwise) of principal or interest or otherwise on account of any Prepetition Indebtedness or trade payables or other Prepetition claims against any Loan Party.

"Prime Rate": the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to borrowers).

"Primed Liens": collectively, (a) Liens arising under the Second Lien Prepetition Facility and the Existing UST Loan Agreement, securing the secured obligations thereunder, and (b) any other Lien securing obligations as to which the secured creditor in respect thereof is provided with adequate notice of the relief requested in the Orders and an opportunity to be heard before the Bankruptcy Court, and does not file an objection or other responsive pleading with the Bankruptcy Court objecting to the priming of such Lien by the Liens securing the Obligations at any time prior to entry of the Final Order.

"Principal Trade Names": each of the trademarks listed under the heading "Principal Trade Names" on Schedule 1.1D and all other Trademarks consisting of or containing any of the trademarks listed under the heading "Principal Trade Names" on Schedule 1.1D or any variation or simulation thereof.

"Prohibited Jurisdiction": any country or jurisdiction, from time to time, that is the subject of a prohibition order (or any similar order or directive), sanctions or restrictions promulgated or administered by any Governmental Authority of the United States.

"Prohibited Person": any Person:

(a) subject to the provisions of the Executive Order;

(b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is subject to the provisions of the Executive Order;

(c) with whom a Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

(d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(e) that is named as a "specially designated national and blocked person" on the most current list published by the OFAC at its official website, http://www.treas.goofac/t11sdn.pdf or at any replacement website or other replacement official publication of such list; or

(f) who is an Affiliate or affiliated with a Person listed above.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member.

"Regulation H": Regulation H of the Board as in effect from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

"Related Section 363 Transactions": each of the transactions listed on Schedule 1.1F attached hereto.

"Relevant Period": the period commencing on the Closing Date and ending at such time as all Obligations are repaid in full and the Commitments are terminated.

"Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of section 4241 of ERISA.

"Reportable Event": any of the events set forth in section 4043(c) of ERISA or the regulations issued thereunder, other than those events as to which the thirty day notice period referred to in section 4043(c) of ERISA have been waived.

"Required Lenders": at any time, Lenders with Aggregate Exposures constituting a majority of the Aggregate Exposures of all Lenders.

"Requirements of Law": as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court of competent jurisdiction or other Governmental Authority, in each case applicable to and binding upon such Person and any of its property, and to which such Person and any of its property is subject.

"Responsible Officer": the chief executive officer, president, chief accounting officer, chief financial officer, treasurer, assistant treasurer or controller or, for the purposes of Section 5.5 only, to include the secretary of the Borrower, or, in each case, any individual with a substantially equivalent title.

"Restricted Payments": as defined in Section 6.5.

"S&P": Standard & Poor's Ratings Services and its successors.

"Sale/Leaseback Transaction": as defined in Section 6.8.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Second Lien Prepetition Facility": the Second Lien Term Loan Agreement, dated as of August 3, 2007, among the Borrower, CarCo Intermediate Holdco II LLC, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, and others.

"Section 363 Sale Order": an order of the Bankruptcy Court, in form and substance substantially in the form attached to the Transaction Documents or otherwise satisfactory to the Required Lenders and that has become final and nonappealable, which shall, among other things, (i) approve the Related Section 363 Transactions, (ii) authorize the assumption and assignment to the New Chrysler Entities of the contracts included in the Related Section 363 Transactions, (iii) approve the terms and conditions of the related asset purchase agreement and other agreements, (iv) provide that the New Chrysler Entities shall acquire the assets and contracts being transferred pursuant to the Related Section 363 Transactions free and clear of all liens, claims, encumbrances and other obligations (other than those liens, claims, encumbrances and other obligations expressly assumed pursuant to the Related Section 363 Transactions), and (v) contain such other terms, conditions and provisions as are customary in transactions similar to the Related Section 363 Transactions, including findings that the New Chrysler Entities are good faith purchasers pursuant to section 363 of the Bankruptcy Code, that the Related Section 363 Transactions is not subject to fraudulent transfer or similar challenge, and limitations on the New Chrysler Entities' successor liabilities.

"SEO": a Senior Executive Officer as defined in the EESA and any interpretation of such term by the Treasury thereunder, including the rules set forth in 31 C.F.R. Part 30.

"Senior Employee": with respect to the Loan Parties collectively, any of the 25 most highly compensated employees (including the SEOs).

"Special Inspector General of the Troubled Asset Relief Program": The Special Inspector General of the Troubled Asset Relief Program, as contemplated by Section 121 of the EESA.

"Specified Benefit Plan": any employee benefit plan within the meaning of section 3(3) of ERISA and any other plan, arrangement or agreement which provides for compensation, benefits, fringe benefits or other remuneration to any employee, former employee, individual independent contractor or director, including any bonus, incentive, supplemental retirement plan, golden parachute, employment, individual consulting, change of control, bonus or retention agreement, whether provided directly or indirectly by any Loan Party or otherwise.

"Subsidiary": with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether now existing or hereafter organized) of which at least a majority of the Voting Stock is, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person.

Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Superpriority Claim": a claim against the Borrower or any Guarantor in any of the Cases pursuant to section 364(c)(1) of the Bankruptcy Code having priority over any or all administrative expenses including administrative expenses specified in sections 503 and 507 of the Bankruptcy Code, whether or not such claim or expenses may become secured by a judgment lien or other non-consensual lien, levy or attachment.

"Supplier SPV": Chrysler Supplier SPV LLC, a Delaware limited liability company.

"Swap Agreement": any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a "Swap Agreement."

"Taxes": as defined in Section 2.13(a).

"13-Week Projection": a projected statement of sources and uses of cash for the Borrower and its Subsidiaries on a weekly basis for the following 13 calendar weeks, including the anticipated uses of the Loans for each week during such period, in substantially the form of Exhibit I hereto. As used herein, "13-Week Projection" shall initially refer to the "Initial Budget" (which is only a 9-week budget) authorized by the Interim Order and, thereafter, the most recent 13-Week Projection delivered by the Borrower in accordance with Section 5.1(b).

"Trademark": trademarks, trade names, business names, trade styles, service marks, logos and other source or business identifiers, and in each case, all goodwill associated therewith, and all registrations and recordations thereof and all rights to obtain renewals and extensions thereof.

"Trading With the Enemy Act": as defined in Section 3.26.

"Transaction Documents": Each of, and collectively, (i) the Master Transaction Agreement, (ii) the Section 363 Sale Order and (iii) the related manufacturing agreements, asset purchase agreements, organizational documents, finance support agreements and all other related documentation.

"Transferee": any Assignee or Participant.

"Treasury": The United States Department of the Treasury.

"United States": the United States of America.

"USA PATRIOT Act": as defined in Section 3.25(d).

"Use of Proceeds Statement": as defined in Section 4.2(e).

"Voting Stock": with respect to any Person, such Person's Capital Stock having the right to vote for election of directors (or the equivalent thereof) of such Person under ordinary circumstances.

"Warranty SPV": Chrysler Warranty SPV LLC, a Delaware limited liability company.

"Warranty Support Program": the program established by the Treasury to ensure that the limited warranty obligations of the Borrower and its Subsidiaries with respect to vehicles sold from March 30, 2009 through June 30, 2009 are honored, as more fully described in the Administration Agreement, dated as of April 29, 2009, between Warranty SPV, the Borrower, Chrysler Motors LLC, Chrysler Canada, Chrysler de Mexico S.A. de C.V., and Chrysler International Corporation.

"Weekly Variance Report": for each calendar week, a variance report in substantially the form of Exhibit J hereto; each such report shall include explanations for all material variances against the Initial Budget, shall be certified by a Responsible Officer of the Borrower as being prepared in good faith and fairly presenting in all material respects the information set forth therein.

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Wind-Down": the sale or shutdown of certain businesses and properties of the Borrower and its Subsidiaries.

"Withdrawal Liability": liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

1.2. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to Group Members not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and

properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time and (vi) references to any Person shall include its successors and assigns.

(c) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole (including the Schedules and Exhibits hereto) and not to any particular provision of this Agreement (or the Schedules and Exhibits hereto), and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

1.3. Conversion of Foreign Currencies. (a) For purposes of this Agreement and the other Loan Documents, with respect to any monetary amounts in a currency other than Dollars, the Dollar Equivalent thereof shall be determined based on the Exchange Rate in effect at the time of such determination (unless otherwise explicitly provided herein).

(b) The Treasury may set up appropriate rounding off mechanisms or otherwise round-off amounts hereunder to the nearest higher or lower amount in whole Dollar or cent to ensure amounts owing by any party hereunder or that otherwise need to be calculated or converted hereunder are expressed in whole Dollars or in whole cents, as may be necessary or appropriate.

SECTION 2

AMOUNT AND TERMS OF COMMITMENTS

2.1. Commitments. Subject to the terms and conditions hereof, each Lender severally, and not jointly, agrees to make term loans (each, a "Loan") in Dollars to the Borrower from time to time during the Commitment Period in an aggregate amount not exceeding the Commitment of such Lender, provided that, the aggregate amount of available Commitments to be borrowed from each Lender shall be reduced by reserves for an amount equal to such Lender's Aggregate Exposure Percentage of the Carve-Out. The Loans may from time to time be Eurodollar Loans or, solely in the circumstances specified in Section 2.9, ABR Loans. Any borrowing of Loans shall reduce the Commitments in like amount, and amounts borrowed under this Section 2.1 and repaid or prepaid may not be reborrowed.

2.2. Procedure for Borrowing. The Borrower may borrow Loans on any Business Day during the Commitment Period in an aggregate principal amount not to exceed the Commitments, provided that, the Borrower shall deliver directly to each Lender a Borrowing Notice (which Borrowing Notice must be received by the Lenders prior to 12:00 noon (New York City time) three Business Days prior to the requested Borrowing Date, or such shorter notice as agreed to by each affected Lender in its sole discretion), which Borrowing Notice shall specify (i) the aggregate amount of the Loans requested from all Lenders and (ii) the applicable

Lender's Commitment Percentage of such Loans. Each Lender shall make its Commitment Percentage of the amount of each borrowing of Loans available directly to the Borrower or the relevant Loan Party as directed by the Borrower at the Funding Account on the Borrowing Date requested by the Borrower in immediately available funds.

2.3. Repayment of Loans; Evidence of Debt. (a) The Loans shall be repayable on the Maturity Date.

(b) Pursuant to Section 4.1(a), the Borrower shall execute and deliver the Initial Notes on the Closing Date. If, following any assignment of the Loans or Commitments pursuant to Section 8.6, the Borrower agrees that, upon the request by any Lender, the Borrower shall promptly execute and deliver to such Lender Initial Notes reflecting the Loans and Commitments assigned and the Loans and Commitments retained by such Lender, if any.

2.4. Optional Prepayments; Termination or Reduction of Commitments. (a) The Borrower may at any time and from time to time prepay the Loans or the Additional Notes, in whole or in part, without premium or penalty, upon irrevocable notice delivered to each Lender no later than 12:00 noon (New York City time) three Business Days prior to the date such prepayment is requested to be made, which notice shall specify the date of such prepayment, the aggregate amount of such prepayment and such Lender's Aggregate Exposure Percentage of such payment; provided that, (x) if a Loan or Additional Note is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.11 and (y) the Additional Notes may not be prepaid prior to the date that the Loans and all interest thereon have been repaid in full in cash. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of Loans shall be in an aggregate principal amount of $100,000,000 or a whole multiple thereof.

(b) The Borrower shall have the right, upon irrevocable notice delivered to each Lender no later than 12:00 noon (New York City time) three Business Days prior to the date such reduction is requested to be made, to terminate the Commitments or, from time to time, to reduce the amount of the Commitments, which notice shall specify the date of such reduction, the aggregate amount of such reduction and such Lender's Aggregate Exposure Percentage of such reduction. Any such reduction shall be in an aggregate principal amount of $100,000,000 or a whole multiple thereof and shall reduce permanently the Commitments then in effect.

2.5. Mandatory Prepayments and Commitment Reductions. (a) Unless the Required Lenders shall otherwise agree, if any Extraordinary Receipt shall be received, or Indebtedness is incurred, except for Indebtedness permitted by Section 6.3, by any Group Member, then on the date of such issuance or incurrence, the Loans and the Additional Notes shall be prepaid and the Commitments shall be reduced by an amount equal to the amount of the Net Cash Proceeds of such receipt or incurrence, as set forth in Section 2.5(c). The provisions of this Section do not constitute a consent to the issuance of any equity securities by any entity whose equity securities are pledged pursuant to the Orders, or a consent to the incurrence of any Indebtedness by any Group Member.

(b) Unless the Required Lenders shall otherwise agree, if on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event except for (i) the sale of inventory in the ordinary course of business and (ii) proceeds that are subject to a prior lien or that are required to be paid to the holder of a prior lien, other than a Primed Lien, then on the date of receipt by such Group Member of such Net Cash Proceeds, the Loans and the Additional Notes shall be prepaid and the Commitments shall be reduced by an amount equal to the amount of such Net Cash Proceeds, as set forth in Section 2.5(c). The provisions of this Section 2.5 do not constitute a consent to the consummation of any Disposition not permitted by Section 6.4.

(c) Amounts to be applied in connection with prepayments and Commitment reductions made pursuant to this Section shall be applied, (i) first, to pay accrued and unpaid interest on, and expenses in respect of, the Loans and the Additional Notes, (ii) second, to repay the Loans, (iii) third, to the permanent reduction of any unused portion of the Commitment and (iv) fourth, to repay the Additional Notes. Any such prepayment shall be accompanied by a notice to each Lender specifying the aggregate amount of such prepayment and such Lender's Aggregate Exposure Percentage of such prepayment.

(d) Amounts to be applied in connection with prepayments of the outstanding Loans pursuant to this Section 2.5 shall be applied, first, to ABR Loans and, second, to Eurodollar Loans and, in each case, in accordance with Section 2.5(c). Each prepayment of the Loans under this Section 2.5 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid and without premium or penalty.

2.6. Limitations on Eurodollar Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that no more than five Eurodollar Tranches shall be outstanding at any one time.

2.7. Interest Rates and Payment Dates/Fee Payment Dates/Fees. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such Interest Period plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) When any Event of Default has occurred and is continuing and the Required Lenders have determined in their sole discretion not to permit such continuations, no Eurodollar Loan may be continued as such.

(d) (i) At any time any Event of Default shall have occurred and be continuing, (i) all outstanding Loans (including the Additional Notes) shall bear interest at a rate per annum equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 5% per annum, which, in the sole discretion of the Treasury, may be the rate of interest then applicable to ABR Loans plus 2% and (ii) all other outstanding

Obligations shall bear interest at 5% above the rate per annum equal to the rate of interest then applicable to ABR Loans plus 2%.

(e) The Additional Notes shall bear interest at the same applicable rate specified for the Loans, subject to Section 2.9.

(f) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (d) of this Section shall be payable from time to time on demand.

2.8. Computation of Interest and Fees. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-) day year for the actual days elapsed. The Treasury shall, as soon as practicable, and promptly, notify the Borrower and the other Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Treasury shall, as soon as practicable, and promptly, notify the Borrower and the other Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Treasury pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Treasury shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Treasury in determining any interest rate pursuant to Section 2.8(a).

2.9. Inability to Determine Interest Rate; Illegality. (a) If prior to the first day of any Interest Period:

(i) any Lender shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, or

(ii) any Lender shall have determined that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lender (as conclusively certified by such Lender) of making or maintaining their affected Loans during such Interest Period;

such Lender shall give telecopy or telephonic notice thereof to the Borrower and the other Lenders as soon as practicable thereafter. If such notice is given pursuant to clause (i) or (ii) of this Section 2.9(a) in respect of Eurodollar Loans, then (1) any Eurodollar Loans requested to be made on the first day of such Interest Period shall be made by the affected Lenders as ABR Loans, and (2) any outstanding Eurodollar Loans of the affected Lender, shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such relevant notice has been withdrawn by such Lender, no further Eurodollar Loans by the affected Lenders shall be

made or continued as such, nor shall the Borrower have the right to convert ABR Loans to Eurodollar Loans.

(b) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, such Lender shall give notice thereof to the Borrower describing the relevant provisions of such Requirement of Law, following which, (i) in the case of Eurodollar Loans, (A) the commitment of such Lender hereunder to make Eurodollar Loans and continue such Eurodollar Loans as such and (B) such Lender's outstanding Eurodollar Loans shall be converted automatically on the last day of the then current Interest Periods with respect to such Loans (or within such earlier period as shall be required by law) to ABR Loans. If any such conversion or prepayment of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.11.

2.10. Pro Rata Treatment and Payments; Evidence of Debt. (a) Each borrowing by the Borrower from the Lenders hereunder, and any reduction of the Commitments of the Lenders shall be made *pro rata* according to the respective Commitment Percentages of the Lenders.

(b) Each payment (including each prepayment) by the Borrower prior to the termination of the Commitments on account of principal on the Loans shall be made *pro rata* according to the respective Aggregate Exposure Percentages of the Lenders. Each payment by the Borrower prior to the termination of the Commitments on account of interest on the Loans, and each payment (including each prepayment) after the termination of the Commitments on account of principal of and interest on the Loans shall be made *pro rata* according to the respective outstanding principal amounts of the Loans then held by the Lenders. Amounts paid on account of the Loans may not be reborrowed.

(c) Each payment (including each prepayment) by the Borrower on account of the principal and interest on each Additional Note shall be made directly to the applicable Lender that is the holder of such Additional Note.

(d) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 3:00 p.m. (New York City time) on the due date thereof to the Lenders at their respective Funding Offices, in Dollars and in immediately available funds. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(e) For the avoidance of doubt, the Commitments of each Lender to make Loans to the Borrower hereunder are several and not joint. No Lender shall be responsible for any portion of a Loan that any other Lender has failed to make.

2.11. Indemnity. The Borrower agrees to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, for the period from the date of such prepayment or of such failure to borrow to the last day of such Interest Period (or, in the case of a failure to borrow the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank Eurodollar market. A certificate as to any amounts payable pursuant to this Section 2.11 submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error and shall be payable within 30 days of receipt of any such notice. The agreements in this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and the Additional Notes and all other amounts payable hereunder.

2.12. Super-Priority Nature of Obligations and Lenders' Liens. The priority of Lenders' Liens on the Collateral owned by the Loan Parties shall be set forth in the Interim Order and the Final Order entered with respect to the Cases.

2.13. Taxes. (a) All payments made by the Borrower under this Agreement or any other Loan Document shall be made free and clear of, and without withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereinafter imposed, levied, collected, withheld or assessed by any Governmental Authority (collectively, "Taxes"), except as required by law. If the Borrower is required to withhold any Non-Excluded Taxes from any amounts payable to any Lender (i) the Borrower shall make such deductions and shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable laws and (ii) the amounts so payable to such Lender shall be increased to the extent necessary to pay to such Lender such additional amounts as may be necessary so that the Lender receives, free and clear of all such Non-Excluded Taxes, a net amount equal to the amount it would have received from the Borrower under this Agreement or any other Loan Document if no such deduction or withholding had been made. For purposes of this Agreement or any other Loan Document, "Non-Excluded Taxes" are withholding taxes imposed on payments under this Agreement or any other Loan Document other than (a) Taxes imposed on any Lender as a result of a present or former connection between such Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Lender having executed, delivered or performed its

obligations or received a payment under, or enforced, this Agreement or any other Loan Document), (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other Governmental Authority, (c) withholding taxes imposed on such payments under applicable law on the date the Lender becomes a Lender, and (d) withholding taxes that could be eliminated or reduced by the Lender providing tax forms, certifications, or other documentation.

(b) In addition, the Borrower shall pay any Other Taxes over to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Non-Excluded Taxes or Other Taxes are payable by the Borrower, as promptly as possible thereafter, the Borrower shall send to the Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof (or if an official receipt is not available, such other evidence of payment as shall be satisfactory to such Lender). If the Borrower fails to pay any Non-Excluded Taxes or Other Taxes required to be paid by the Borrower when due to the appropriate taxing authority or fails to remit to the Lender the required receipts or other required documentary evidence, in each case after receiving at least five days advance written notice from the Lender, the Borrower shall indemnify the Lender, as the case may be, for any incremental taxes, Non-Excluded Taxes or Other Taxes, interest, additions to tax, expenses or penalties that may become payable by any Lender, as the case may be, as a result of such failure. The indemnification payments under this Section 2.13(c) shall be made within 30 days after the date such Lender, as the case may be, makes a written demand therefore (together with a reasonably detailed calculation of such amounts).

(d) Each Lender (or any Transferee) (other than the United States government (including the Treasury)) that either (i) is not incorporated under the laws of the United States, any state thereof, or the District of Columbia or (ii) whose name does not include "Incorporated," "Inc.," "Corporation," "Corp.," "P.C.," "insurance company," or "assurance company" (a "Non-U.S. Lender") shall deliver to the Borrower, so long as such Lender is legally entitled to do so and without material adverse consequences to the Lender (other than certain de minimis costs), two copies of either U.S. Internal Revenue Service Form W-9, Form W-8BEN, Form W-8ECI, or in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payment of "portfolio interest", a W-8BEN (along with a statement as to certain requirements in order to claim an exemption for "portfolio interest" reasonably acceptable to the Borrower), or Form W-8IMY (with applicable attachments), or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming a complete exemption from (or reduced rate of) United States federal withholding tax on all payments by the Borrower under this Agreement or any other Loan Document. In addition, each Lender shall provide any other U.S. tax forms (with applicable attachments) as will reduce or eliminate United States federal withholding tax on payments by the Borrower under this Agreement or any other Loan Document. For the avoidance of doubt, the Canadian Lender shall provide a W-8BEN claiming exemption from withholding under the Convention between the United States of America and Canada with respect to Taxes on Income and on Capital on the Closing Date. Each Lender (other than the United States government (including the Treasury)) shall provide the appropriate documentation under this clause (d) at the following times (i) prior to the first payment date after becoming a party to this Agreement, (ii) upon a change in circumstances or, at the request of the

Borrower, upon a change in law, in each case, requiring or making appropriate a new or additional form, certificate or documentation, (iii) upon or before the expiration, obsolescence or invalidity of any documentation previously provided to the Borrower and (iv) upon reasonable request by the Borrower. If a Lender is entitled to an exemption from or a reduction of any non-U.S. withholding Tax under the laws of any jurisdiction imposing such Tax on any payments made by the Borrower under this Agreement, then the Lender shall deliver to the Borrower, at the time or times prescribed by applicable law and as reasonably requested by the Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, provided that the Lender is legally entitled to complete, execute and deliver such documentation and without material adverse consequences to the Lender (other than certain de minimis costs)

(e) If any Lender determines, in its sole good faith discretion, that it has received a refund, credit or other tax benefit in respect of any Non-Excluded Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which the Borrower has paid additional amounts pursuant to this Section 2.13, it shall pay over such refund to the Borrower (but only to the extent of Non-Excluded Taxes or Other Taxes paid by the Borrower plus any interest thereon paid by the relevant Governmental Authority with respect to such refund), net of all out of pocket third-party expenses of the Lender related to claiming such refund or credit, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund) within 30 days of the date of such receipt. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, upon the request of the Lender, as the case may be, the Borrower agrees to repay any amount paid over to the Borrower pursuant to the immediately preceding sentence if such Lender, as the case may be, is required to repay such amount to the such Governmental Authority. This paragraph shall not be construed to (i) interfere with the rights of any Lender to arrange its tax affairs in whatever manner it sees fit, (ii) obligate any Lender to claim any tax refund, (iii) require any Lender to make available its tax returns (or any other information relating to its taxes or any computation with respect thereof which it deems in its sole discretion to be confidential) to the Borrower or any other Person, or (iv) require any Lender to do anything that would in its sole discretion prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(f) Each Assignee shall be bound by this Section 2.13.

(g) The agreements contained in this Section 2.13 shall survive the termination of this Agreement or any other Loan Document and the payments contemplated hereunder or thereunder.

2.14. Additional Notes. In consideration for each of the Treasury and the Canadian Lender making available its Commitment and making its Loans, on the Closing Date the Borrower shall issue to the Treasury and the Canadian Lender the Additional Notes referred to in Section 4.1(b). The Additional Notes shall be repayable on the Maturity Date, and shall bear interest at the rate applicable to the Loans pursuant to Section 2.7 hereof. Interest on the Additional Notes shall be payable on the dates and in the manner provided for Loans hereunder. The obligations of the Borrower in respect of the Additional Notes constitute Obligations for all purposes of the Loan Documents. The obligations of the Borrower under the Additional Notes

are guaranteed by the Guarantee, and secured by the Collateral, to the same extent as the Loans and the other Obligations, and the holder of the Additional Notes is entitled to all of the rights and benefits thereof to the same extent as any other holder of any other Obligations.

SECTION 3

REPRESENTATIONS AND WARRANTIES

To induce the Lenders to enter into this Agreement and to make the Loans hereunder, the Borrower hereby represents and warrants to each Lender that:

3.1. Financial Condition. The audited consolidated balance sheet of the Borrower and its Subsidiaries as at December 31, 2007, and the related audited consolidated statements of operations and comprehensive income, parent company equity/deficit and of cash flows for the fiscal year ended on such date, reported on by and accompanied by an unqualified report from KPMG LLP, present fairly, in all material respects, the financial position, results of operations and cash flows applicable to the Borrower and its Subsidiaries for the dates and periods covered thereby as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended, in each case in conformity with GAAP. The unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at September 30, 2008, and the related unaudited consolidated statements of operations and comprehensive income, parent company equity/deficit and cash flows for the nine-month period ended on such date, present fairly, in all material respects, the consolidated financial position, results of operations and cash flows applicable to the Borrower and its Subsidiaries as at such date, and for the nine-month period then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP (subject, in the case of the unaudited consolidated balance sheet of the Borrower and its Subsidiaries as at September 30, 2008, and the related unaudited consolidated statements of operations and comprehensive income, parent company equity/deficit and cash flows for the nine-month period ended on such date, to the absence of footnote disclosures and changes of the type that are normal year-end adjustments the effect of which adjustments are not expected by the Borrower to be material individually or in the aggregate) applied consistently throughout the periods involved. No Group Member has any material Guarantee Obligations, contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements and footnotes referred to in this paragraph. During the period from September 30, 2008 to and including the Closing Date there has been no Disposition by any Group Member of any material part of its business or property.

3.2. No Change. Since the Petition Date, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

3.3. Existence. Each Group Member (a) is duly organized, validly existing and (to the extent applicable in such jurisdiction) in good standing under the laws of the jurisdiction of its organization, (b) subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, has the power and authority, and the legal right, to own and operate its

property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith (i) could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (ii) is permitted by chapter 11 of the Bankruptcy Code.

3.4. Power; Authorization; Enforceable Obligations. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has the power and authority, and the legal right, to execute, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. Except as required under the Bankruptcy Code and applicable state and federal bankruptcy rules, no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except consents, authorizations, filings and notices described in Schedule 3.4, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5. No Legal Bar. Subject to the entry by the Bankruptcy Court of the Orders and subject to the terms thereof, the execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Loan Party, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Orders). No Requirement of Law or Contractual Obligation applicable to Borrower or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

3.6. Litigation. Other than the Cases, no litigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that could reasonably be expected to have a Material Adverse Effect.

3.7. No Default. No Debtor is in default under or with respect to any of its Postpetition Contractual Obligations. No Non-Debtor is in default under or with respect to any of its Postpetition Contractual Obligations to the extent such default could be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

3.8. Ownership of Property. Except where the failure to do so would not have a Material Adverse Effect, the Borrower and each Guarantor, as applicable, has title in fee simple to in the Mortgaged Property and has good title to or is lessee of all of its other property material to the operation of their respective businesses and none of such property is subject to any Lien except Permitted Liens; provided, that the foregoing representation shall not be deemed to have been incorrect, with respect to defects in title to any real property, such defects could not reasonably be expected to detract from the current use or operation of the affected real property in any material respect.

3.9. Intellectual Property. Each Group Member owns, or is licensed to use, all material Intellectual Property necessary for the conduct of its business as currently conducted or contemplated to be conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity or effectiveness of any Intellectual Property, nor does the Borrower know of any valid basis for any such claim. To the knowledge of any Group Member the use of Intellectual Property by each Group Member does not infringe on the rights of any Person in any material respect.

3.10. Federal Regulations. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the regulations of the Board.

3.11. Labor Matters. None of the Group Members is engaged in any unfair labor practice that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect. There is (a) no unfair labor practice complaint pending against any Group Member, or to the knowledge of any Group Member, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against any Group Member, or to the knowledge of any Group Member, threatened against any of them, (b) no strike or work stoppage in existence, or to the knowledge of any Group Member, threatened involving any Group Member, and (c) to the knowledge of any Group Member, no union representation question existing with respect to the employees of any Group Member and, to the knowledge of any Group Member, no union organization activity that is taking place, except, in each case of the foregoing clauses (a), (b) or (c), as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.12. ERISA. (a) Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, none of the following has occurred: (i)(A) a Reportable Event; (B) an "accumulated funding deficiency" (within the meaning of section 412 of the Code or section 302 of ERISA), and, on and after the effectiveness of the Pension Act, any failure by any Plan to satisfy the minimum funding standards (within the meaning of section 412

of the Code or section 302 of ERISA), whether or not waived; (C) the filing pursuant to section 412 of the Code or section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (D) the failure to make by its due date a required installment under section 412(m) of the Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (E) the incurrence by the Borrower or any Commonly Controlled Entity of any liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Plan; (F) on and after the effectiveness of the Pension Act, a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Title IV of ERISA); (G) the receipt by the Borrower or any Commonly Controlled Entity from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under section 4042 of ERISA; (H) the incurrence by the Borrower or any Commonly Controlled Entity of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (I) the receipt by the Borrower or any Commonly Controlled Entity of any notice, or the receipt by any Multiemployer Plan from the Borrower or any Commonly Controlled Entity of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is reasonably expected to be, in Insolvency or in Reorganization or, on and after the effectiveness of the Pension Act, is or is reasonably expected to be in endangered or critical status, within the meaning of section 432 of the Code or section 305 or Title IV of ERISA, or has been or is reasonably expected to be terminated within the meaning of Title IV of ERISA; (ii) each of the Borrower and any Commonly Controlled Entity is in compliance with the applicable provisions of ERISA and the Code and the regulations and published interpretations; (iii) the present value of all accrued benefits under each Plan of the Borrower and any Commonly Controlled Entity (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits and the present value of all accrued benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) does not exceed the value of the assets of all such underfunded Plans; (iv) a "prohibited transaction" (within the meaning of section 406 of ERISA or section 4975 of the Code, involving any Plan; and (v) all amounts required by applicable law with respect to, or by the terms of, any retiree welfare benefit arrangement have been accrued in accordance with Statement of Financial Accounting Standards No. 106.

(b) Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (i) all employer and employee contributions required by applicable law or by the terms of any Foreign Benefit Arrangement or Foreign Plan have been made, or, if applicable, accrued in accordance with normal accounting practices; (ii) the accrued benefit obligations of each Foreign Plan (based on those assumptions used to fund such Foreign Plan) with respect to all current and former participants do not exceed the assets of such Foreign Plan; (iii) each Foreign Plan that is required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities; and (iv) each such Foreign Benefit Arrangement and Foreign Plan is in compliance (A) with all material applicable provisions of law and all material applicable regulations and published interpretations thereunder with respect to such Foreign Plan or Foreign Benefit Arrangement and (B) with the terms of such plan or arrangement.

3.13. Investment Borrower Act; Other Regulations. No Loan Party is an "investment company," or is a company "controlled" by a Person that is required to register as an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

3.14. Subsidiaries; Pledged Equity; Joint Ventures. (a) Schedule 3.14(a) sets forth the name and jurisdiction of incorporation or formation of each Guarantor, each other Subsidiary (to the extent that interests in its Capital Stock are to be pledged), and each first tier CFC whose Capital Stock is owned by a Loan Party and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party; (b) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary or any first tier CFC whose Capital Stock is owned by a Loan Party, except (i) as created by the Loan Documents and the Orders and (ii) with respect to any JV Subsidiary; and (c) Schedule 3.14(c) sets forth the name and jurisdiction of incorporation or formation of (i) each JV Subsidiary and (ii) each other Subsidiary of the Borrower that is not otherwise identified in Schedule 3.14(a).

3.15. Lien Priority. (a) On and after the Closing Date, and the entry of the Orders and after giving effect thereto, the provisions of the Loan Documents and the Orders are effective to create in favor of the Lenders, legal, valid and perfected Liens on and security interests (having the priority provided for herein and in the Orders) in all right, title and interest in the Collateral, enforceable against each Loan Party that owns an interest in such Collateral and any other Person.

(b) On and after the entry of the Orders and after giving effect thereto, all Obligations owing by the Loan Parties will be secured by:

(i) valid, perfected, first-priority security interests in and liens pursuant to section 364(c)(2) of the Bankruptcy Code on the Collateral (but limited in the case of pledges of the Capital Stock of foreign Subsidiaries of the Borrower and the Guarantors to pledges that would not result in deemed dividends to the Borrower or such Guarantors pursuant to section 956 of the Code) that is not subject to non-avoidable, valid and perfected liens in existence as of the Petition Date (or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to Permitted Liens and the Carve-Out;

(ii) valid, perfected, junior security interests in and liens pursuant to section 364(c)(3) of the Bankruptcy Code on the Collateral that is subject to non-avoidable, valid and perfected liens (other than the Primed Liens) in existence as of the Petition Date, or to non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to the Carve-Out; and

(iii) valid, perfected, priming security interests in and liens pursuant to section 364(d)(i) of the Bankruptcy Code on the Collateral securing the Second Lien

Prepetition Facility and the Existing UST Loan Agreement, senior in all respects to the Primed Liens, subject only to the security interests in and liens on all property securing the First Lien Prepetition Facility, the Permitted Liens and the Carve-Out.

(c) On and after the entry of the Orders and after giving effect thereto, all Obligations owing by the Loan Parties will be an allowed administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code in each of the Cases having priority over all administrative expenses of the kind specified in sections 503 and 507 of the Bankruptcy Code and any and all expenses and claims of the Borrower and the Guarantors, whether heretofore or hereafter incurred, including, but not limited to, the kind specified in sections 105, 326, 328, 506(c), 507(a) or 1114 of the Bankruptcy Code, subject only to the Carve-Out.

3.16. Environmental Laws. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(i) to the knowledge of the Borrower the facilities and properties owned, leased or operated by any Group Member (as used in this Section 3.16, the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could give rise to liability under, any Environmental Law;

(ii) no Group Member has received or is aware of any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by any Group Member (the "Business"), nor does the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;

(iii) no Materials of Environmental Concern have been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Law, nor, to the knowledge of the Borrower have Materials of Environmental Concern been transported or disposed of from the Properties in violation of, or in a manner or to a location that could give rise to liability under, any Environmental Law;

(iv) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Borrower, threatened in writing, under any Environmental Law to which any Group Member is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other written orders, or other written administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(v) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in

connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws;

(vi) to the knowledge of the Borrower, the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the Business; and

(vii) no Group Member has assumed any liability of any other Person under Environmental Laws.

3.17. Accuracy of Information, etc. No statement or information contained in this Agreement, any other Loan Document or any other document, certificate or statement, taken as a whole, furnished by or on behalf of any Loan Party to the Lenders or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, document or certificate was so furnished any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading. The projections and *pro forma* financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. There is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein in the other Loan Documents, or in any other documents, certificates and statements furnished to the Lenders for use in connection with the transactions contemplated hereby and by the other Loan Documents.

3.18. Taxes. Each Group Member has timely filed or caused to be filed all federal, state and other material Tax returns that are required to be filed and all such Tax returns are true and correct in all material respects and has timely paid all material Taxes levied or imposed on it or its property (whether or not shown to be due and payable on said returns) or on any assessments made against it or any of its property and all material other Taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member) to the extent not prohibited from being paid under the Bankruptcy Code; no Tax Lien (except for any Tax Lien that arises in the ordinary course for Taxes not yet due and payable) has been filed; each Group Member has satisfied all of its material Tax withholding obligations; and, except as disclosed in the "Company Disclosure Letter", as defined in the Master Transaction Agreement, there are no current, pending or threatened audits, examinations or claims with respect to any Tax of any Group Member and no Group Member has ever "participated" in a "listed transaction" within the meaning of Treasury Regulation section 1.6011-4.

3.19. Regulation H. No real property owned or leased by the Borrower or the Guarantors is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968.

3.20. Certain Documents. The Borrower has delivered to each Lender a complete and correct copy of the Transaction Documents, including any amendments, supplements or modifications with respect to any of the foregoing.

3.21. Use of Proceeds. (a) The proceeds of the Loans shall be used to finance working capital needs, capital expenditures, the payment of warranty claims and other general corporate purposes of the Loan Parties, including the payment of expenses associated with the administration of the Cases, in each case, subject to Section 6.1.

(b) Notwithstanding anything to the contrary herein, none of the proceeds of the Loans shall be used in connection with (i) any investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against any Lender, (ii) the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against any Lender or any of their respective affiliates with respect to any loans or other financial accommodations made to any Loan Party prior to the Petition Date, or (iii) any loans, advances, extensions of credit, dividends or other investments to any person not a Loan Party to the extent permitted by Section 6.9(l).

(c) In the event of a termination of the Master Transaction Agreement, for any reason, the portion of the Commitments described in Section 4.3 will be available to be drawn to fund the liquidation and wind down of the Borrower's and Guarantors' estates in an orderly manner.

3.22. The Orders. Upon the maturity (whether by the acceleration or otherwise) of any of the Obligations, the Lenders shall, subject to the provisions of Section 7 and the applicable provisions of the Orders, be entitled to immediate payment of such Obligations, and to enforce the remedies provided for hereunder, without further application to or order by the Bankruptcy Court.

3.23. Initial and Monthly Budgets. All material facts in the Initial Budget and the Monthly Budget are accurate and the Borrower has disclosed to each Lender all assumptions in the Initial Budget and the Monthly Budget.

3.24. Material Contracts. The Loan Parties are in material compliance with each contract entered into by any Loan Party after the Petition Date or entered into prior to the Petition Date and assumed, in each case that is material to the Borrower and its Subsidiaries (taken as a whole).

3.25. USA PATRIOT Act. (a) No Loan Party nor any of its respective Affiliates over which it exercises management control (a "Controlled Affiliate") is a Prohibited Person, and such Controlled Affiliates are in compliance with all applicable orders, rules, regulations and recommendations of OFAC.

(b) No Loan Party nor any of its members, directors, officers, employees, parents, Subsidiaries or Affiliates: (1) are subject to United States or multilateral economic or trade sanctions currently in force; (2) are owned or controlled by, or act on behalf of, any governments, corporations, entities or individuals that are subject to United States or multilateral economic or trade sanctions currently in force; (3) is a Prohibited Person or is otherwise named, identified or described on any blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other list of individuals or entities with whom United States persons may not conduct business, including but not limited to lists published or maintained by OFAC, lists published or maintained by the United States Department of Commerce, and lists published or maintained by the United States Department of State.

(c) None of the Collateral are traded or used, directly or indirectly by a Prohibited Person or organized in a Prohibited Jurisdiction.

(d) Each Loan Party has established an anti-money laundering compliance program as required by all applicable anti-money laundering laws and regulations, including without limitation the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA PATRIOT Act") (collectively, the "Anti-Money Laundering Laws").

3.26. Embargoed Person. As of the date hereof and at all times throughout the term of any Loan, (a) none of any Loan Party's funds or other assets constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. 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 "Trading With the Enemy Act"), any of the foreign assets control regulations of the Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) (the "Foreign Assets Control Regulations") or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which for the avoidance of doubt shall include but shall not be limited to (i) 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)) (the "Executive Order") and (ii) the USA PATRIOT Act, with the result that the investment in the Borrower (whether directly or indirectly), is prohibited by law or any Loan made by any Lender is in violation of law ("Embargoed Person"); (b) no Embargoed Person has any interest of any nature whatsoever in it with the result that the investment in it (whether directly or indirectly), is prohibited by law or any Loan is in violation of law; (c) none of its funds have been derived from any unlawful activity with the result that the investment in it (whether directly or indirectly), is prohibited by law or any Loan is in violation of law; and (d) neither it nor any of its Affiliates (i) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (ii) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person". For purposes of determining whether or not a representation with respect to any indirect ownership is true or a covenant is being complied with under this Section 3.26, no Loan Party shall be required to make any investigation into (i) the ownership of publicly traded stock or other publicly traded

securities or (ii) the ownership of assets by a collective investment fund that holds assets for employee benefit plans or retirement arrangements.

SECTION 4

CONDITIONS PRECEDENT

4.1. Conditions to Initial Extension of Credit. The effectiveness of this Agreement and agreement of each Lender to make the initial extension of credit requested to be made by it under the Commitment is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent, satisfaction of such conditions precedent to be determined by the Required Lenders in their sole discretion:

(a) Loan Documents. The Lenders shall have received the following documents, which shall be in form satisfactory to each Lender:

(i) this Agreement executed and delivered by the Borrower;

(ii) the Guarantee, executed and delivered by each Guarantor; and

(iii) a promissory note of the Borrower evidencing the Commitment of such Lender, substantially in the form of Exhibit G (the "Initial Note"), with appropriate insertions as to date and principal amount.

(b) Additional Notes. (i) The Treasury shall have received an Additional Note in a principal amount equal to $202,367,800.

(ii) The Canadian Lender shall have received an Additional Note in a principal amount equal to $71,102,200.

(c) Interim Order/Bankruptcy Matters. (i) The Bankruptcy Court shall have entered, upon motion in form and substance satisfactory to the Required Lenders, on such prior notice as may be satisfactory to the Required Lenders, the Interim Order and all motions related thereto no later than three Business Days after the Petition Date, approving and authorizing the Interim Commitments, the Loans and the Additional Notes, all provisions thereof and the priorities and liens granted under Bankruptcy Code section 364(c) and (d), as applicable, in form and substance reasonably satisfactory to the Required Lenders and their respective counsel, and including provisions (A) modifying the automatic stay to permit the creation and perfection of the DIP Liens on the Collateral, (B) providing for the automatic vacation of such stay to permit the enforcement of the Lenders' remedies hereunder and under the Interim Order including, without limitation, the enforcement, upon five days' prior written notice, of such remedies against the Collateral, requiring the Borrower's best efforts (subject to applicable law) to sell the Collateral if requested by the Lenders (pursuant to section 363 of the Bankruptcy Code or otherwise) and directing that the Lenders and their respective representatives be granted access to all locations during the continuance of an Event of Default in support of the enforcement and exercise of such remedies, (C) upon entry of the Final Order, prohibiting the assertion of claims

arising under section 506(c) of the Bankruptcy Code against the Lenders or, except as expressly permitted therein, the commencement of other actions adverse to the Lenders or their rights and remedies under the Loan Documents, the Interim Order, the Final Order, or any other order, (D) prohibiting the incurrence of debt, other than permitted indebtedness to be agreed, with priority equal to or greater than the Loans and the Additional Notes, (E) prohibiting any granting or imposition of liens other than liens acceptable to the Lenders, and (F) authorizing the Interim Commitment, the Loans and the Loan Documents and the transactions contemplated thereby including, without limitation, the granting of the super-priority status, security interests and liens referred to herein.

(ii) The Interim Order shall not have been reversed, modified, amended, stayed or vacated, in the case of any modification or amendment, in a manner, or relating to a matter, without the consent of the Lenders.

(iii) The Group Members shall be in compliance in all respects with the Interim Order.

(iv) The Cases shall have been commenced in the Bankruptcy Court and all of the "first day" motions and related orders (including, without limitation, in respect of cash management and payment of critical vendors) and all related pleadings to be entered at the time of commencement of the Cases or shortly thereafter shall have been reviewed in advance by the Lenders and their respective counsel and shall be satisfactory in form and substance to the Required Lenders and their respective counsel.

(v) No trustee or examiner shall have been appointed with respect to the Borrower or its respective properties.

(vi) Since the Petition Date, there has been no event or circumstance that either individually or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect.

(d) Audited Financial Statements. The Lenders shall have received (i) satisfactory audited consolidated financial statements of the Borrower for the 2007 fiscal year, and (ii) satisfactory interim unaudited consolidated financial statements of the Borrower for the first three fiscal quarter of 2008.

(e) Corporate Structure; Tax Effects. The corporate records, corporate structure, capital structure, other debt instruments, material contracts, cash management systems, governing documents of the Borrower and its Subsidiaries and any Guarantor, Tax effects resulting from the commencement of the Cases and the Loans and the Additional Notes and the transactions contemplated hereby, shall be satisfactory to the Required Lenders.

(f) Lien Searches. The Lenders shall have received the results of a recent Lien search in each relevant jurisdiction (including with respect to intellectual property, the United States Copyright Office and the United States Patent and Trademark Office) with respect to the Borrower and the Guarantors, and such search shall reveal no Liens on any of the assets of the Borrower or the Guarantors except for liens permitted by this Agreement or Liens to be

discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Required Lenders.

(g) Environmental Matters. The Required Lenders shall be satisfied with the environmental affairs of the Borrower and its Subsidiaries.

(h) Insurance. The Required Lenders shall be satisfied with the insurance coverage of the Loan Parties including, without limitation, with respect to the insurance carrier, the risks insured, the policy limits and the deductibles.

(i) Budgets. The Borrower shall have delivered to the Lenders an Initial Budget and a Monthly Budget in form and substance satisfactory to the Required Lenders.

(j) Canadian Facility. The amendment to the Canadian Facility shall be in form and substance satisfactory to the Required Lenders and shall have become (or simultaneously with this Agreement, shall become) effective and the Lenders shall have received all documents in connection with the Canadian Facility.

(k) Litigation. There shall not exist any action, suit, investigation, litigation or proceeding pending (other than the Cases) or threatened in any court or before any arbitrator or governmental authority that, in the sole discretion of the Required Lenders, materially or adversely affects any of the transactions contemplated hereby, or that has or could be reasonably likely to have a Material Adverse Effect.

(l) Cash Management. Cash management arrangements satisfactory in form and substance to the Lender shall be in place. The Lenders shall have completed a review of the Borrower's and the Guarantors' cash management systems and determined that all cash and cash equivalents of the Borrower and the Guarantors are subject to a valid and perfected second priority security interest in favor of the Lenders pursuant to control agreements or the Orders.

(m) Consents. The Lenders shall have received all necessary third party and governmental waivers and consents, and the Borrower shall, and shall have caused the Guarantors to, have complied with all applicable laws, decrees and material agreements.

(n) No Default. No Default or Event of Default shall exist on the Closing Date.

(o) Accuracy of Representations and Warranties. All representations and warranties made by the Loan Parties in or pursuant to the Loan Documents shall be true and correct in all material respects.

(p) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Lenders shall have received (i) a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit B, with appropriate insertions and attachments, including the certificate of incorporation (or equivalent organizational document) of each Loan Party, certified by the relevant authority of the jurisdiction of organization of such Loan Party, (ii) a long-form good standing certificate for each Loan Party from its jurisdiction of

organization and (iii) a certificate of the Borrower, dated the Closing Date, to the effect that the conditions set forth in Section 4.1 have been satisfied.

(q) Legal Opinions. The Lenders shall have received the executed legal opinion of (i) Jones Day, New York counsel to the Group Members, substantially in the form of Exhibit E-1, as to New York law, United States federal law and the Delaware Limited Liability Companies Act, and (ii) in-house counsel to the Group Members, substantially in the form of Exhibit E-2.

(r) PATRIOT Act. The Lenders shall have received, sufficiently in advance of the Closing Date, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(s) Critical Vendor Motion. An order approving the critical vendor motion of the Loan Parties shall have been entered, which motion shall be in form and substance satisfactory to each Lender and its respective counsel.

4.2. Conditions to Each Extension of Credit. The agreement of each Lender to make any Loan requested to be made by it hereunder on any date (including its initial Loan) is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date (except to the extent such representations and warranties relate to an earlier date, in which case, such representations and warranties were true and correct in all material respects as of such earlier date).

(b) No Event of Default. No Default or Event of Default shall have occurred and be continuing on such date immediately prior to or after giving effect to the extensions of credit requested to be made on such date.

(c) Final Order. (i) With respect to any Loan requested in excess of the Interim Commitment, the Final Order shall be entered by the Bankruptcy Court and shall have become final and non-appealable, not later than 35 days after the Petition Date and shall provide that, (x) the Lenders and the lenders under the Existing UST Loan Agreement, and all of their respective counsel, advisors and consultants, shall each be entitled to the benefit of a "good faith" finding pursuant to sections 363(m) and 364(e) of the Bankruptcy Code, and (y) the Lenders reserve the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or applicable law) the Loans, in whole or in part, in connection with any sale or disposition of assets in the Cases.

(ii) The Final Order shall not have been reversed, modified, amended, stayed or vacated, in the case of any modification or amendment, in a manner, or relating to a matter, without the consent of the Lenders.

(d) Borrowing Certificate. The Lenders shall have received a duly completed and executed Borrowing Certificate from a Responsible Officer of the Borrower.

(e) Use of Proceeds Statement. The Lenders shall have received an officer's certificate signed by a Responsible Officer of the Borrower that sets forth in reasonable detail the intended use of the requested Loan (each, a "Use of Proceeds Statement"). For the avoidance of doubt, it shall be a condition precedent to the Lender making any Loan that the related Use of Proceeds Statement be in form and substance acceptable to the Required Lenders in their sole discretion.

(f) Case Status. The Required Lenders in their sole discretion shall be satisfied with the status of the Cases at the time of such requested borrowing hereunder, including the motion or motions to approve the Related Section 363 Transactions.

4.3. Conditions to Special Borrowings. Notwithstanding anything to the contrary herein, an amount of the Commitment equal to the lesser of (x) the aggregate unused available Commitments minus a reserve equal to the Carve-Out and (y) the difference between (i) $750,000,000 and (ii) the sum of the amount then on deposit in the KeyBank Account plus the amount of cash collateral held by the Borrower and the Guarantors in the United States cash management accounts shall be available to Borrower at any time prior to the Maturity Date unless the Borrower or any of the Guarantors has breached the Master Transaction Agreement, which breach shall not be susceptible of being cured.

SECTION 5

AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect or any Loan, any Additional Note or any interest or fee payable hereunder or under the Additional Notes is owing to any Lender:

5.1. Compliance and Financial Reporting. The Borrower shall deliver to each Lender:

(a) on each Wednesday, beginning with the second Wednesday to occur after the Closing Date, a Compliance Certificate, executed by a Responsible Officer, (i) stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, and (ii) containing in reasonable detail all the information and calculations necessary for determining compliance with Section 6.1 as of the Saturday for the immediately preceding calendar week;

(b) on each Wednesday, beginning with the second Wednesday to occur after Closing Date, furnish to each Lender an updated 13-Week Projection (covering the period beginning on the Saturday immediately preceding the Monday that such 13-Week Projection is delivered) and a report by a Responsible Officer with respect to Dispositions, facility closures and other matters as the Lenders may from time to time reasonably request in good faith;

(c) on May 6, 2009, and on each Wednesday thereafter, furnish to each Lender a Weekly Variance Report for the immediately preceding week;

(d) promptly following any request therefor, on and after the effectiveness of the Pension Act, copies of (i) any documents described in section 101(k) of ERISA that the Borrower or any Commonly Controlled Entity may request with respect to any Multiemployer plan and (ii) any notices described in section 101(l) of ERISA that the Borrower or any Commonly Controlled Entity may request with respect to any Plan or Multiemployer Plan; provided, that if the Borrower or any Commonly Controlled Entity has not requested such documents or notices from the administrator or sponsor of the applicable Plan or Multiemployer Plan, the Borrower or the applicable Commonly Controlled Entity shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof;

(e) promptly, such additional financial and other information as any Lender may from time to time reasonably request; and

(f) notice of and copies of each Debtors' pleadings filed in the Cases in connection with any material contested matter or adversary proceeding in the Cases (but the foregoing may be satisfied by including each of the Lenders and their counsel in a "core service group," to receive copies of all pleadings under any order establishing notice and service requirements in the Cases), and such additional information with respect to such matters as either of the Lenders may reasonably request, and which notice shall also include sending copies of any pleadings or other documents that the Borrower or other Debtors seek to file under seal to each of the lenders and their counsel, provided, however, that if (in addition to the confidentiality provisions of this Agreement) additional confidentiality provisions are needed (i.e., if required by third parties), the Lenders and the Borrower shall endeavor to work out reasonable additional confidentiality terms.

5.2. Maintenance of Existence; Payment of Obligations; Compliance with Law. (a) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to, continue to engage primarily in the automotive business and preserve (except to the extent provided in the Wind-Down), renew and keep in full force and effect its corporate existence and take all reasonable actions to maintain all rights necessary for the normal conduct of its business, except to the extent that failure to do so could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to, pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all their Postpetition obligations of whatever nature, except (i) where such payment, discharge or satisfaction is prohibited by the Orders, the Bankruptcy Code, the Bankruptcy Rules or an order of the Bankruptcy Court or by this Agreement or the Monthly Budget, or (ii) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Subsidiaries, as the case may be.

(c) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Bankruptcy Code and all orders of the Bankruptcy Court entered, the Borrower will, and will cause each Group Member to, comply with all Postpetition Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.3. Payments of Taxes. Except as prohibited by the Bankruptcy Code, the Borrower will and will cause each Group Member to timely file or cause to be filed all federal, state and other material Tax returns that are required to be filed and all such Tax returns shall be true and correct and to timely, pay and discharge or cause to be paid and discharged promptly all Taxes, assessments and governmental charges or levies arising Postpetition and imposed upon the Borrower or any of the other Loan Parties or upon any of their respective incomes or receipts or upon any of their respective properties before the same shall become in default or past due, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might result in the imposition of a Lien or charge upon such properties or any part thereof; provided that it shall not constitute a violation of the provisions of this Section 5.3 if the Borrower or any of the other Loan Parties shall fail to pay any such Tax, assessment, government charge or levy or claim for labor, materials or supplies which is being contested in good faith, by proper proceedings diligently pursued, and as to which adequate reserves have been provided.

5.4. Maintenance of Property; Insurance. (a) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to, keep all property and systems useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower will, and will cause each Group Member to maintain, as appropriate, with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in amounts is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good-faith judgment of the management of the Borrower) are reasonable in light of the size and nature of its business.

5.5. Notices. Promptly upon a Responsible Officer of the Borrower becoming aware thereof, the Borrower shall give notice to each Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, that, in either case, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Group Member (i) in which the amount involved is $50,000,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought, or (iii) which relates to any Loan Document;

(d) the following events, as soon as possible and in any event within 30 days after the Borrower knows or has reason to know thereof: (i) the occurrence of any Reportable Event with respect to any Plan; a failure to make any required contribution to a Plan or Multiemployer Plan; (ii) on and after the effectiveness of the Pension Act, a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Title IV of ERISA); (iii) any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or the determination that any Multiemployer Plan is in endangered or critical status, within the meaning of section 432 of the Code or section 305 or Title IV of ERISA; or (iv) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan or Multiemployer Plan; except, in the case of any or all of (i) through (iv), as could not reasonably be expected to result in a Material Adverse Effect;

(e) as soon as possible and in any event within 30 days of obtaining knowledge thereof: (i) any development, event, or condition that, individually or in the aggregate with other developments, events or conditions, could reasonably be expected to result in the payment by the Group Members, in the aggregate, of a Material Environmental Amount; and (ii) any notice that any governmental authority may deny any application for an Environmental Permit sought by, or revoke or refuse to renew any Environmental Permit held by, any Group Member; and

(f) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 5.5 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

5.6. Further Assurances. Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall, and shall cause each Group Member to, from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Lenders may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Lenders with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Group Member which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by any Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and

papers that such Lender may be required to obtain from the Borrower or any Group Member such governmental consent, approval, recording, qualification or authorization.

5.7. Environmental Laws. Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall and shall cause each Group Member to comply in all respects with all applicable Environmental Laws, and obtain and comply in all material respects with and maintain any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except, in each case, where the failure to comply with such Environmental Laws or obtain such licenses, approvals, notifications, registrations or permits could not reasonably be expected to have a Material Adverse Effect.

5.8. Inspection of Property; Books and Records; Discussions. Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall, and shall cause each Group Member to, (a) keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities, and (b) permit representatives of any Lender, the Special Inspector General of the Troubled Asset Relief Program or the Comptroller General of the United States to visit and inspect any of its properties and examine and make abstracts from any of its books and records and other data delivered to them pursuant to the Loan Documents at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with its independent certified public accountants.

5.9. Executive Privileges and Compensation. (a) Subject to the Orders, the Related Section 363 Transactions and the Cases, the Borrower shall cause each Group Member to comply with the following restrictions on executive privileges and compensation:

(i) Each Group Member shall take all necessary action to ensure that its Specified Benefit Plans comply in all respects with the EESA, including, without limitation, the provisions for the Capital Purchase Program, as implemented by any guidance or regulation thereunder, including the rules set forth in 31 C.F.R. Part 30, or any other guidance or regulations under the EESA, as the same shall be in effect from time to time (collectively, the "Compensation Regulations"), and shall not adopt any new Specified Benefit Plan (x) that does not comply therewith or (y) that does not expressly state and require that such Specified Benefit Plan and any compensation thereunder shall be subject to all relevant Compensation Regulations adopted, issued or released on or after the date any such Specified Benefit Plan is adopted. To the extent that the Compensation Regulations change during the period when any Obligations remain outstanding in a manner that requires changes to then-existing Specified Benefit Plans, the Borrower shall effect such changes to its Specified Benefit Plans as promptly as practicable after it has actual knowledge of such changes in order to be in compliance with this Section 5.9(a)(i) (and shall be deemed to be in compliance for a reasonable period within which to effect such changes).

(ii) Each Group Member shall be subject to the limits on annual executive compensation deductibles imposed by section 162(m)(5) of the Code, as applicable;

(iii) No Group Member shall pay or accrue any bonus or incentive compensation to the Senior Employees unless otherwise approved in writing by the Treasury;

(iv) No Group Member shall adopt or maintain any compensation plan that would encourage manipulation of its reported earnings to enhance the compensation of any of its employees; and

(v) Each Group Member shall maintain all suspensions and other restrictions of contributions to Specified Benefit Plans that are in place or initiated as of the Closing Date.

At all times throughout the term of this Agreement, the Required Lenders shall have the right to require any Group Member to claw back any bonuses or other compensation, including golden parachutes, paid to any Senior Employees in violation of any of the foregoing.

(b) Within 120 days after the Closing Date, the Borrower shall cause the principal executive officer (or person acting in a similar capacity) of each Group Member to certify in writing to the Treasury's Chief Compliance Officer that such Group Member's compensation committee has reviewed the compensation arrangements of the SEOs with its senior risk officers and determined that the compensation arrangements do not encourage the SEOs to take unnecessary and excessive risks that threaten the value of such Group Member. The Borrower shall cause each Group Member to preserve appropriate documentation and records to substantiate such certification in an easily accessible place for a period not less than three years following the Maturity Date.

From the Closing Date until the latest to occur of the repayment of all Obligations and the termination of the Commitments, the Borrower shall comply with the provisions of this Section 5.9.

5.10. Restrictions on Expenses. (a) At all times throughout the term of this Agreement, the Loan Parties shall maintain and implement an Expense Policy and distribute the Expense Policy to all employees covered under the Expense Policy. Any material amendments to the Expense Policy shall require the prior written consent of the Treasury, and any material deviations from the Expense Policy, whether in contravention thereof or pursuant to waivers provided for thereunder, shall promptly be reported to the Treasury.

(b) The Expense Policy shall, at a minimum: (i) require compliance with all Requirements of Law, (ii) apply to the Borrower and all of its Subsidiaries, (iii) govern (A) the hosting, sponsorship or other payment for conferences and events, (B) travel accommodations and expenditures, (C) consulting arrangements with outside service providers, (D) any new lease or acquisition of real estate, (E) expenses relating to office or facility renovations or relocations, and (F) expenses relating to entertainment or holiday parties, and (iv) provide for (A) internal reporting and oversight, and (B) mechanisms for addressing non-compliance with the Expense Policy.

5.11. Aircraft. With respect to any private passenger aircraft or interest in such aircraft that is owned or held by any Loan Party or any of its respective Subsidiaries immediately

prior to the Closing Date, such party shall demonstrate to the satisfaction of the Treasury that it is taking all reasonable steps to divest itself of such aircraft or interest. In addition, no Loan Party shall acquire or lease any private passenger aircraft or interest in private passenger aircraft after the Closing Date.

5.12. Employ American Workers Act. The Borrower shall comply, and the Borrower shall take all necessary action to ensure that its Subsidiaries comply, in all respects with the provisions of the EAWA in all respects.

5.13. Internal Controls; Recordkeeping; Additional Reporting. (a) The Borrower shall promptly establish internal controls to provide reasonable assurance of compliance in all material respects with each of the Borrower's covenants and agreements set forth in Sections 5.9, 5.10, 5.11, 5.12 and 5.13(b) hereof and shall collect, maintain and preserve reasonable records evidencing such internal controls and compliance therewith, a copy of which records shall be provided to the Lender promptly upon request. On the 15th day after the last day of each calendar quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with September 30, 2009, the Borrower shall deliver to the Treasury (at its address set forth in Section 8.2) a report setting forth in reasonable detail (x) the status of implementing such internal controls and (y) the Borrower's compliance (including any instances of material non-compliance) with such covenants and agreements. Such report shall be accompanied by a certification duly executed by an SEO of the Borrower stating that such quarterly report is accurate in all material respects to the best of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18, United States Code, Section 1001.

(b) The Borrower shall use its reasonable best efforts to account for the use of the proceeds from the Loans. On the 15th day after the last day of each calendar quarter (or, if such day is not a Business Day, on the first Business Day after such day) commencing with September 30, 2009, the Borrower shall deliver to the Lender (at its address set forth in Section 8.2) a report setting forth in reasonable detail the actual use of the proceeds from the Loans (to the extent not previously reported on to the Lender pursuant to Section 2.2). Such report shall be accompanied by a certification duly executed by an SEO of the Borrower that such quarterly report is accurate in all material respects to the best of such SEO's knowledge, which certification shall be made subject to the requirements and penalties set forth in Title 18, United States Code, section 1001.

(c) The Borrower shall collect, maintain and preserve reasonable records relating to the implementation of the Auto Supplier Support Program and all other Federal support programs provided to the Borrower or any of its Subsidiaries pursuant to the EESA, the use of the proceeds thereunder and the compliance with the terms and provisions of such programs; provided that the Borrower shall have no obligation to comply with the foregoing in connection with any such program to the extent that such program independently requires, by its express terms, the Borrower to collect, maintain and preserve any records in connection therewith. The Borrower shall provide the Treasury with copy of all such reasonable records promptly upon request.

5.14. Waivers. (a) For any Person who is a Loan Party as of the Closing Date and any Person that becomes a Loan Party after the Closing Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-1, to be duly executed by such Loan Party and promptly delivered to the Treasury.

(b) For any Person who is an SEO as of the Closing Date and any Person that becomes an SEO after the Closing Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-2, to be duly executed by such SEO, and promptly delivered to the Treasury.

(c) For any Person who is an SEO as of the Closing Date and any Person that becomes an SEO after the Closing Date, the Borrower shall cause a consent and waiver, in substantially the form attached hereto as Exhibit D-3, to be duly executed by such SEO, and promptly delivered to the Borrower (with a copy to the Treasury).

(d) For any Person who is a Senior Employee as of the Closing Date and any Person that becomes an Senior Employee after the Closing Date, the Borrower shall cause a waiver, in substantially the form attached hereto as Exhibit D-4, to be duly executed by such Senior Employee, and promptly delivered to the Treasury.

(e) For any Person who is a Senior Employee as of the Closing Date and any Person that becomes an Senior Employee after the Closing Date, the Borrower shall cause a consent and waiver, in substantially the form attached hereto as Exhibit D-5, to be duly executed by such Senior Employee, and promptly delivered to the Borrower (with a copy to the Treasury).

(f) For the avoidance of doubt, this requirement will be deemed satisfied for the United States with respect to Loan Parties that are party to the Existing UST Loan Agreement and any SEO or Senior Employee, to the extent such Loan Party, SEO or Senior Employee has previously provided such a waiver to the Lender.

5.15. Wholesale and Retail Financing. The Borrower shall obtain and maintain adequate wholesale and retail financing to support its dealers and operations in a manner satisfactory to the Required Lenders.

5.16. Sale of Properties. The Borrower shall sell certain owned properties contemplated to be sold in accordance with the Monthly Budget, if any, by dates to be determined by the Required Lenders, and cause the Net Cash Proceeds thereof to be applied to prepayment of the Loans and the Additional Notes and the reduction of the Commitments, in accordance with Section 2.5.

5.17. Related Section 363 Transactions. The Borrower shall file by May 4, 2009 (or such later date as may be agreed to in writing by the Required Lenders), a motion or motions to approve the Related Section 363 Transactions in form and substance satisfactory to the Required Lenders.

5.18. Modification of Canadian Facility Documents. The Borrower shall notify the Lender, upon five Business Days' notice, of any amendments, supplements, or other modifications to the documents related to the Canadian Facility.

5.19. Additional Guarantors. Except as otherwise agreed to by the Required Lenders, the Borrower shall cause each domestic Subsidiary (other than any Subsidiaries of Chrysler Canada) of a Loan Party who becomes a Debtor after the Closing Date to become a Guarantor (each, an "Additional Guarantor") in accordance with Section 3.14 of the Guarantee.

5.20. KeyBank Account. The Borrower shall maintain, or cause to be maintained, a cash balance in the KeyBank Account of not less than $260,000,000 at any time (or such other amount as determined by the reasonable agreement of the Lenders and the Debtors prior to the consummation of the Wind-Down), the proceeds of which in an amount to be determined by the Treasury shall be used solely in connection with the Wind-Down and which account shall at all times be free and clear of any Liens other than the DIP Liens.

SECTION 6

NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, or any Loan, any Additional Notes or any interest or fee payable hereunder or under the Additional Notes is owing to any Lender:

6.1. Financial Condition Covenants.

(a) Aggregate Outstanding Amount of the Loans. The Borrower shall not permit, at any date, the total amount of Loans borrowed through such date to exceed the line item "Total Maximum DIP Borrowing" set forth in the Initial Budget through the end of the week in which such date falls.

(b) Total Cash Disbursements. The Borrower shall not permit, at any date, the total amount of cash disbursements made from the Petition Date until such date to exceed the total amount set forth in the Initial Budget in the line item "Total Maximum DIP Borrowing" through the end of the week in which such date falls plus the cumulative amount of proceeds from the sale of MOPAR inventory through the end of such week since the Petition Date.

(c) Canadian Unrestricted Cash. The Borrower shall not permit the average daily balance of the aggregate amount of unrestricted cash and Cash Equivalents held by the Chrysler Canada and its Subsidiaries for any calendar month to be less than Cdn$250,000,000.

6.2. Liens. The Borrower will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except Permitted Liens. Notwithstanding anything to the contrary set forth herein, the Borrower will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Lien on the KeyBank Account at any time, other than the DIP Liens.

6.3. Indebtedness. The Borrower will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Indebtedness except Permitted Indebtedness.

6.4. Asset Sale Restrictions. The Borrower shall not, and shall not permit any Group Member to, Dispose of any of its property, whether now owned or hereafter acquired, except:

(a) Dispositions of inventory in the ordinary course of business;

(b) Dispositions of obsolete or worn-out property in the ordinary course of business, including leases with respect to facilities that are temporarily not in use or pending their disposition;

(c) Dispositions of or accounts receivable more than 90 days past due in connection with the compromise, settlement or collection thereof on market terms;

(d) Dispositions of any Capital Stock of any JV Subsidiary in accordance with the applicable joint venture agreement relating thereto;

(e) any Disposition of (i) any Subsidiary's Capital Stock to the Borrower or any Guarantor, or (ii) any Excluded Subsidiary's (other than any Excluded Subsidiary, the stock of which is pledged as Collateral) stock to the Borrower, any Guarantor or any other Excluded Subsidiary;

(f) any Disposition of cash or Cash Equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents;

(g) any Disposition by the Borrower or any of its Subsidiaries of any dealership property or Capital Stock in a dealership Subsidiary to the operating management of a dealership or any Disposition of property in connection with the dealer optimization plan, in each case in the ordinary course of business;

(h) any Disposition of assets pursuant to the Wind-Down;

(i) any Disposition of assets between or among (i) the Loan Parties and (ii) the Borrower and its Subsidiaries and FinCo and its Subsidiaries in accordance with the Master Agreement;

(j) the licensing and sublicensing of patents, trademarks and other intellectual property or other general intangibles to third persons on customary terms as determined by the board of directors, or such other individuals as they may delegate, in good faith and the ordinary course of business;

(k) any Disposition required by the terms of any Permitted Transaction and made in accordance with such terms;

(l) any Disposition made pursuant to the Section 363 Sale Order;

(m) any Disposition not otherwise permitted by Sections 6.4(a) through (l); provided that, (i) such Disposition shall be for fair market value or otherwise approved by the Bankruptcy Court, (ii) the consideration for such Disposition shall solely be paid in cash and

(iii) the Net Cash Proceeds of such Disposition are applied in accordance with Section 2.10 unless otherwise consented to by the Required Lenders;

(n) any Disposition of the assets or property of any Subsidiary that is not a Loan Party to any other Subsidiary or Subsidiaries that are not Loan Parties; and

(o) Dispositions permitted by clause (i) of Section 6.6(b) or Section 6.9.

Notwithstanding anything in this Section 6.4 to the contrary, (i) any Disposition described in this Section 6.4 shall be permitted if such Disposition is to a Loan Party and (ii) in no circumstance shall any Disposition of, or any Disposition the effect of which is to Dispose of, any Principal Trade Name be permitted hereunder.

6.5. Restricted Payments. The Borrower will not, and will not permit any Subsidiary to, (i) declare or pay any dividend (other than dividends payable solely in common Capital Stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member, and (ii) optionally prepay, repurchase, redeem or otherwise optionally satisfy or defease with cash or Cash Equivalents any Indebtedness other than Indebtedness permitted by Section 6.3 and, for the avoidance of doubt, Indebtedness secured by the Permitted Liens (any such payment referred to in clauses (i) and (ii), a "Restricted Payment"), other than:

(a) redemptions, acquisitions or the retirement for value or repurchases (or loans, distributions or advances to effect the same) of shares of Capital Stock from current or former officers, directors, consultants and employees, including upon the exercise of stock options or warrants for such Capital Stock, or any executive or employee savings or compensation plans, or, in each case to the extent applicable, their respective estates, spouses, former spouses or family members or other permitted transferees;

(b) any Subsidiary (including an Excluding Subsidiary) may make Restricted Payments to its direct parent or to the Borrower or any Wholly Owned Guarantor;

(c) any JV Subsidiary may make Restricted Payments required or permitted to be made pursuant to the terms of the joint venture arrangements in effect on the Closing Date of holders of its Capital Stock, provided that, the Borrower and its Subsidiaries have received their *pro rata* portion of such Restricted Payments;

(d) any Subsidiary that is not a Loan Party may make Restricted Payments to any other Subsidiary or Subsidiaries that are not Loan Parties; and

(e) the Borrower and its Subsidiaries may make Restricted Payments to FinCo and its Subsidiaries to the extent required by the Master Agreement.

6.6. Fundamental Changes. The Borrower will not, and will not permit any Group Member to, enter into any merger, consolidation or amalgamation, or liquidate, wind up

or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all its property or business, except that:

(a) (i) any Subsidiary of the Borrower may be merged, consolidated or amalgamated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any Wholly Owned Guarantor (provided that (i) the Wholly Owned Guarantor shall be the continuing or surviving corporation and (ii) any Excluded Subsidiary may merge, consolidate or amalgamate with any other Excluded Subsidiary;

(b) any Subsidiary of the Borrower may Dispose of any or all of its assets (i) to the Borrower or any Wholly Owned Guarantor (upon voluntary liquidation, winding up, dissolution or otherwise) or (ii) pursuant to a Disposition permitted by Section 6.4; and

(c) the Borrower and its Subsidiaries may liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) in connection with the Cases or as otherwise approved by the Bankruptcy Court or permitted by the Bankruptcy Code and the Bankruptcy Rules.

Notwithstanding anything contained in this Section 6.6 to the contrary, any Investment expressly permitted by Section 6.9 may be structured as a merger, consolidation or amalgamation.

6.7. Negative Pledge. The Borrower will not itself, and will not permit any Subsidiary Guarantor to, enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Borrower or any such Subsidiary Guarantor to create, incur, assume or suffer to exist any Lien upon any of the Collateral, whether now owned or hereafter acquired, to secure its obligations under the Loan Documents to which it is a party other than (a) this Agreement, the other Loan Documents, and the loan documents in connection with the First Lien Prepetition Facility, and (b) any agreements governing any purchase money Liens, Capital Lease Obligations or any Permitted Transactions otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby or transferred thereto).

6.8. Sale/Leaseback Transactions. The Borrower will not itself, and it will not permit any Group Member to, enter into any arrangement with any Person providing for the leasing by any such Group Member of real or personal property that has been or is to be sold or transferred by any such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of any such Group Member (a "Sale/Leaseback Transaction") other than any Sale/Leaseback Transaction in effect on the Closing Date.

6.9. Investments. The Borrower shall not, and will not permit any Group Member to make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other investment in, any Person (all of the foregoing, "Investments"), except:

(a) Investments existing on the Petition Date;

(b) extensions of trade credit in the ordinary course of business, including, without limitation, to customers or advances, deposits and payment to or with suppliers, lessors or utilities or for workers' compensation or medical insurance;

(c) Investments in Cash Equivalents;

(d) Guarantee Obligations permitted by Section 6.3;

(e) intercompany Investments by any non-Loan Party Subsidiary in any other non-Loan Party Subsidiary;

(f) Investments arising in connection with the incurrence of Indebtedness permitted by Section 6.3;

(g) Investments existing on the Closing Date and renewals or extensions of any such Investment to the extent not involving any additional Investments other than as the result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities, in each case pursuant to the terms of such Investments as in effect on the date of this Agreement;

(h) Investments (i) received in satisfaction or partial satisfaction of delinquent accounts and disputes with customers or suppliers of such Person in the ordinary course of business; (ii) acquired as a result of foreclosure of a Lien securing an Investment or the transfer of the assets subject to such Lien in lieu of foreclosure or (iii) consisting of deposits, prepayments and other credits to suppliers made in the ordinary course of business consistent with the past practices of the Borrower and its Subsidiaries;

(i) Investments by the Borrower or any of its Subsidiaries in FinCo or any of its Subsidiaries to the extent required or contemplated by the Master Agreement as in effect on the Closing Date, plus (ii) any additional amount funded from a cash contribution to the Borrower's common Capital Stock;

(j) Investments required pursuant to the terms of any Permitted Transaction and made in accordance with such terms as in effect on the date hereof;

(k) Investments in Excluded Subsidiaries and Canadian Holdings, Chrysler Canada and their Canadian Subsidiaries in an aggregate amount valued at cost at the time of incurrence not to exceed $225,000,000 during the term of this Agreement;

(l) Investments to any non-Loan Party in an aggregate amount not exceeding $20,000,000;

(m) Investments in the Supplier SPV in connection with the Auto Supplier Support Program or the Warranty SPV in connection with the Warranty Support Program as required by any Lender or other Governmental Authority pursuant to the Auto Supplier Support Program and the Warranty Support Program not to exceed $25,000,000 in the aggregate during the term of this Agreement; and

(n) Investments by any Subsidiary that is not a Loan Party in or to any other Subsidiary or Subsidiaries that are not Loan Parties.

6.10. Transactions with Affiliates. The Borrower will not itself, and will not permit any Subsidiary to, enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than any Group Member) unless such transaction is (a) otherwise permitted under this Agreement, (b) in the ordinary course of business of the relevant Group Member, and (c) upon fair and reasonable terms no less favorable to the relevant Group Member than it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate. The foregoing restrictions shall not apply to:

(a) reasonable fees and compensation paid to and indemnity provided on behalf of officers, directors, consultants or employees of the Borrower or any of its Subsidiaries pursuant to customary employment, consulting and benefit arrangements;

(b) any employment, stock option, stock repurchase, employee benefit compensation, business expense reimbursement, severance, termination or other employment-related agreements, arrangements or plans entered into by the Borrower or any of its Subsidiaries in the ordinary course of business and existing on the Closing Date;

(c) any agreement as in effect as of the Closing Date and set forth on Schedule 6.10 or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto and any extension of the maturity thereof) and any replacement agreement thereto so long as any such amendment or replacement agreement is not materially more disadvantageous to the Lenders, in any material respect, than the original agreement as in effect on the Closing Date; or

(d) the agreements entered into with Affiliates on the Closing Date in connection with the closing of the Related Section 363 Transactions as the same are in effect as of the Closing Date and the transactions contemplated thereby; and

(e) servicing agreements and other similar arrangements customary in fleet financing securitization transactions.

6.11. Swap Agreements. The Borrower will not itself, and will not permit any Subsidiary to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual or anticipated exposure (other than those in respect of Capital Stock) and (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary.

6.12. Changes in Fiscal Periods. The Borrower will not itself, and will not permit any Subsidiary, to permit the fiscal year of the Borrower to end on a day other than December 31 or change the Borrower's method of determining fiscal quarters, in each case, unless otherwise agreed by the Required Lenders.

6.13. Clauses Restricting Subsidiary Distributions. The Borrower will not, and will not permit any Subsidiary Guarantor to, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Subsidiary Guarantor to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary Guarantor held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary Guarantor, (b) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary Guarantor or (c) transfer any of its assets to the Borrower or any other Subsidiary Guarantor, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents or the First Lien Prepetition Facility, (ii) any restrictions with respect to a Subsidiary Guarantor imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary Guarantor, (iii) any agreement or instrument governing Indebtedness assumed in connection with the acquisition of assets by the Borrower or any Subsidiary Guarantor permitted hereunder or secured by a Lien encumbering assets acquired in connection therewith, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired, (iv) restrictions on the transfer of assets subject to any Lien permitted by Section 6.2 imposed by the holder of such Lien or on the transfer of assets subject to a Disposition permitted by Section 6.4 imposed by the acquirer of such assets, (v) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the equity interests therein) entered into in the ordinary course of business, (vi) restrictions contained in the terms of any agreements governing purchase money obligations, Capital Lease Obligations or Attributable Obligations not incurred in violation of this Agreement; provided that, such restrictions relate only to the property financed with such Indebtedness, (vii) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business, or (viii) customary non-assignment provisions in leases, contracts, licenses and other agreements entered into in the ordinary course of business and consistent with past practices.

6.14. Amendments to Transaction Documents. (a) The Borrower will not, and will not permit any Group Member to, amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the terms and conditions of the indemnities and licenses furnished to the Borrower or any of its Subsidiaries pursuant to the Transaction Documents such that after giving effect thereto such indemnities or licenses, taken as a whole, shall be materially less favorable to the interests of the Loan Parties or the Lenders with respect thereto or (b) otherwise amend, supplement or otherwise modify the terms and conditions of the Transaction Documents.

6.15. Extension of Exclusivity Periods. The Borrower will not, and will not permit any of the other Loan Parties to, file any motion or application with the Bankruptcy Court seeking to extend the exclusivity periods set forth in section 1121 of the Bankruptcy Code for any reason without the prior written consent of the Required Lenders.

6.16. Amendments to Budgets. The Borrower will not, and will not permit any Group Member to, amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the Initial Budget or the Monthly Budget without the consent of the Required Lenders in accordance with Section 8.1.

6.17. Modification of Business. The Borrower will not enter into any new business, either directly or through any Subsidiary.

6.18. Modification of Organizational Documents. The Borrower will not modify any organizational documents, except as required by the Bankruptcy Code.

6.19. Conflict with Canadian Facility. Notwithstanding the contrary herein, nothing contained in this Section 6 shall restrict, limit or otherwise prohibit Canadian Holdings, Chrysler Canada or any of their Canadian Subsidiaries from complying with any payment obligation or any other affirmative obligation under the Canadian Facility as in effect on the date hereof.

SECTION 7

EVENTS OF DEFAULT

7.1. Events of Default. Notwithstanding the provisions of section 362(c) of the Bankruptcy Code, and without notice, application or motion to, hearing before, or order of the Bankruptcy Court, or any notice to any of the Loan Parties, and subject to the provisions of this Section 7, if any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay (i) any principal of any Loan or any Additional Notes when due in accordance with the terms hereof, including any voluntary or mandatory prepayments; (ii) any interest or any other amount payable hereunder or under any other Loan Document within three Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or

(b) any representation or warranty made or deemed made by any Loan Party in any Loan Document or any certified statement furnished by it, in each case shall prove to have been incorrect in any material respect on or as of the date made or deemed made or furnished; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Section 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.16 or 5.17, or Section 6; or

(d) any Loan Party shall default in the observance or performance of any agreement contained in Section 5.15, and such default shall continue unremedied for a period of three days; or

(e) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (d) of this Section), and such default shall continue unremedied for a period of ten days; or

(f) any Group Member shall (i) default in making any payment of any principal of the Canadian Facility or any Postpetition Indebtedness (including any Guarantee Obligation, but excluding the Loans and the Additional Notes) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such

Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided that a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (f) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i), (ii) and (iii) of this paragraph (f) shall have occurred and be continuing with respect to Indebtedness, the Outstanding Amount of which exceeds in the aggregate $100,000,000; or

(g) the failure of a bidding procedures order with respect to the Related Section 363 Transactions in form and substance acceptable to the Required Lenders (the "Bidding Procedures Order") to be entered by the Bankruptcy Court in the Cases and not stayed by May 15, 2009; or

(h) the failure of the Borrower to obtain entry by the Bankruptcy Court in the cases of one or more final and non-appealable orders in form and substance acceptable to the Required Lenders approving the Related Section 363 Transactions on or prior to the date that is 40 days after the Petition Date; or

(i) the failure of any Case Milestone to be satisfied within the time periods specified therefor; or

(j) (i) any Group Member (other than a Loan Party) shall (A) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors (1) seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (2) 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 (B) make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member (other than a Loan Party) 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, undischarged or unbonded for a period of 90 days; or

(k) any of the Cases shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code or the Borrower; a trustee under chapter 7 or chapter 11 of the Bankruptcy Code, a responsible officer or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code shall be appointed in any of the Cases; or an application shall be filed by the Borrower or any of its Subsidiaries for the

approval of any other Superpriority Claim (other than the Carve-Out) in any of the Cases which is *pari passu* with or senior to the claims of the Lenders against any Borrower or any other Loan Party hereunder or under any of the other Loan Documents, or there shall arise or be granted any such *pari passu* or senior Superpriority Claim; or

(l) except as agreed by the Required Lenders, any Loan Party shall make any Prepetition Payment other than (i) Prepetition Payments authorized by the Bankruptcy Court in accordance with "first day" motions and related orders or other orders of the Bankruptcy Court entered with the consent of (or non-objection by) the Required Lenders, or (ii) Prepetition Payments required by the Bankruptcy Code; or

(m) the Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any of the Loan Parties which have a value in excess of $100,000,000 in the aggregate or (ii) permit other actions that would have a material adverse effect on the Loan Parties or their estates; or

(n) at any time until the consummation of a Related Section 363 Transaction, the lenders holding a majority of the loans under the First Lien Prepetition Facility shall credit bid their loans in connection with any Related Section 363 Transaction pursued by the Loan Parties or shall object to the consideration to be paid under any such Related Section 363 Transaction; or

(o) any judgments which are in the aggregate in excess of $100,000,000 as to any Postpetition obligation shall be rendered against the Loan Parties or any other Subsidiaries of the Borrower and the enforcement thereof shall not be stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants) for ten days; or there shall be rendered against the Loan Parties of any other Subsidiaries of the Borrower a non-monetary judgment with respect to a Postpetition event that causes or would reasonably be expected to cause a Material Adverse Effect on the ability of the Loan Parties or any other Subsidiaries taken as a whole to perform their obligations under the Loan Parties and the enforcement thereof shall not be stayed (by operation of law, the rules or orders of a court with jurisdiction over the matter or by consent of the party litigants) for ten calendar days; or

(p) a plan shall be confirmed in any of the Cases that does not provide for termination of the Commitments and payment in full in cash of the Obligations and the obligations of any Loan Party under the Loan Documents on the effective date of such plan of reorganization or liquidation or any order shall be entered which dismisses any of the Cases and which order does not provide for termination of the Commitments and payment in full in cash of the Obligations and the obligations of any Loan Party under the Loan Documents; or any of the Loan Parties shall seek support, or fail to contest in good faith the filing or confirmation of such a plan or the entry of such an order; or

(q) any Loan Document shall cease to be effective or shall be contested by the Borrower or any of the other Loan Parties; or

(r) the filing of a motion, pleading or proceeding by any of the other Loan Parties which could reasonably be expected to result in a material impairment of the rights or interests of any Lender under any Loan Document, or a determination by a court with respect to a motion, pleading or proceeding brought by another party which results in a material impairment of the rights or interests of any Lender under any Loan Document; or

(s) (i) any order shall be entered reversing, amending, supplementing, staying for a period in excess of five days, vacating or otherwise modifying in any material respect the Interim Order or the Final Order without the prior written consent of the Lenders, (ii) the Interim Order (prior to entry of the Final Order) or Final Order shall cease to create a valid and perfected Lien or to be otherwise in full force and effect or (iii) any of the Loan Parties or any Subsidiary shall fail to comply with the Orders; or

(t) the Loan Parties or any other material subsidiaries of the Borrower shall take any action in support of any of the foregoing, or any person other than the Loan Parties or any other material subsidiaries of the Borrower shall do so, and such application is not contested in good faith by the Loan Parties or any other material subsidiaries of the Borrower and the relief requested is granted in an order that is not stayed pending appeal; or

(u) (i) any Person shall engage in any "prohibited transaction" (as defined in section 406 of ERISA or section 4975 of the Code) involving any Plan; (ii) any "accumulated funding deficiency" (as defined in section 302 of ERISA), or, on or after the effectiveness of the Pension Act, any failure by any Plan to satisfy the minimum funding standards (within the meaning of section 412 of the Code or section 302 of ERISA) applicable to such Plan, whether or not waived shall exist with respect to any Plan; (iii) any Group Member or Commonly Controlled Entity shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; (iv) any Lien in favor of the PBGC or a Plan shall arise on the assets of any Group Member or any Commonly Controlled Entity; (v) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA; (vi) any Plan shall terminate for purposes of Title IV of ERISA; (vii) any Group Member or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with the Insolvency or Reorganization of, a Multiemployer Plan; or (viii) any other event or condition shall occur or exist with respect to a Plan or Multiemployer Plan; and in each case in clauses (i) through (viii) above, such event or condition, together with all other such events or conditions, if any, could, in the reasonable judgment of the Required Lenders, be expected to have a Material Adverse Effect;

(v) the occurrence of a Change of Control; or

(w) Any Loan Party shall fail to deliver before the consummation of the Related Section 363 Transactions a Mortgage in favor of the Lenders covering each parcel of

real property specified on Schedule 1.1C to the extent such real property is not sold in connection with the Related Section 363 Transactions; provided that, the same shall not constitute a default or Event of Default if the Loan Parties diligently work to procure such Mortgage and the Mortgage is delivered to the Lenders within 30 days after the consummation of the Related Section 363 Transactions.

7.2. Remedies upon Event of Default. If any Event of Default occurs and is continuing, without limiting the rights and remedies available to any Lender under applicable law, the Required Lenders shall, by written notice to the Borrower, take any or all of the following actions, at the same or different times, in each case without further order of or application to the Bankruptcy Court (provided that (x) with respect to clause (iii) below and the enforcement of Liens or other remedies with respect to the Collateral under clause (v) below, the Lenders shall provide the Borrower (with a copy to counsel for the Committee and to the United States Trustee for the Southern District of New York) with five Business Days' written notice prior to taking the action contemplated thereby; in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto being whether, in fact, an Event of Default has occurred and is continuing), (y) upon receipt of any such notice, the Borrower may only make disbursements in the ordinary course of business and with respect to the Carve-Out, but may not disburse any other amounts and (z) in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing:

(i) declare the principal of and accrued interest on the outstanding Loans and the Additional Notes to be immediately due and payable;

(ii) terminate any further commitment to lend to the Borrower;

(iii) set-off any amounts held in any accounts maintained by any Loan Party with respect to which any Lender is a party to a control agreement;

(iv) compel any Loan Party to sell any or all of its assets pursuant to section 363(b) of the Bankruptcy Code or any other applicable law, and credit bid the Loans and the Additional Notes in any such sale pursuant to section 363(k) of the Bankruptcy Code or other applicable law; or

(v) take any other action or exercise any other right or remedy (including, without limitation, with respect to the Liens in favor of the Lenders) permitted under the Loan Documents or by applicable law.

SECTION 8

MISCELLANEOUS

8.1. Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 8.1 or as otherwise expressly provided herein. The Lenders and the Borrower (on its own behalf and as agent on behalf of any other Loan Party

party to the relevant Loan Document) may, or, with the written consent of the Lenders and the Borrower (on its own behalf and as agent on behalf of any Loan Party party to the relevant Loan Document) may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Lenders may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided that, such amendments, supplements, modifications and waivers shall require the approval of the Required Lenders, except that (x) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the Maturity Date of any Loan or any Additional Note or any change to the definition of "Maturity Date", (ii) reductions in the rate of interest or any fee or extensions of any due date thereof, (iii) increases in the amount or extensions of the expiry date of any Lender's Commitment, (iv) imposition of any additional restrictions on assignments and participations, (v) any change in the allocation and funding of the Loans provided to any Loan Party or any of its Subsidiaries from that specified in the Initial Budget or Monthly Budget, as applicable, and (vi) modifications to the pro rata treatment and sharing provisions of the Loan Documents, and (y) the consent of 100% of the Lenders shall be required with respect to (i) modifications to this Section of any of the voting percentages, the definition of "Required Lenders", or the minimum requirement necessary for all Lenders or Required Lenders to take action hereunder, (ii) prior to the consummation of the Related Section 363 Transactions, the release or subordination of any of the Guarantors or a material portion of the Collateral other than in connection with the Related Section 363 Transactions, (iii) after the consummation of the Related Section 363 Transactions, the release or subordination of all or substantially all of the Guarantors or all or substantially all of the Collateral, (iv) the assignment, delegation or other transfer by any Loan Party of any of its rights and obligations under this Agreement and (v) amendments, supplements, modifications or waivers of Sections 2.13 (or the rights and obligations contained therein), 4.1(c)(ii), 4.2(c), 4.3, 6.1(c), 6.19, or 7.1(s), the definition of "ABR", any proviso to the definition of "Net Cash Proceeds" or the minimum notice requirements contained in Sections 2.2 and 2.4.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders and all future holders of the Loans and the Additional Notes. In the case of any waiver, the Loan Parties and the Lenders shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Any such waiver, amendment, supplement or modification shall be effected by a written instrument signed by the parties required to sign pursuant to the foregoing provisions of this Section 8.1; provided that, delivery of an executed signature page of any such instrument by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

8.2. Notices. (a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy or electronic transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail,

postage prepaid, or, in the case of telecopy notice or electronic transmission or overnight or hand delivery, when received, addressed as follows in the case of the Borrower and the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower:

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326
Attention: General Counsel
Telecopy: 248-512-1771
Telephone: 248-512-3984

with a copy to:

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326
Attention: Treasurer
Telecopy: 248-512-1770
Telephone: 248-512-6802

Treasury:

The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
Attention: Chief Counsel Office of Financial Stability
Telecopy: 202-927-9225
Email: OFSChiefCounselNotices@do.treas.gov

with a copy to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
Attention: John J. Rapisardi
Telecopy: 212-504-6666
Telephone: 212-504-6000

Canadian Lender:

Export Development Canada
151 O'Connor Street
Ottawa, Ontario
Canada K1A 1K3
Attention: Loans Services
Telecopy: 613-598-2514

with a copy to:

Export Development Canada
151 O'Connor Street
Ottawa, Ontario
Canada K1A 1K3
Attention: Asset Management/Covenants Officer
Telecopy: 613-598-3186

with a copy to:

Vedder Price P.C.
1633 Broadway
47th Floor
New York, NY 10019
Attention: Paul Hoffman and Michael J. Edelman
Telecopy: 212-407-7799
Telephone: 212-407-6970

provided that any notice, request or demand to or upon the Lenders shall not be effective until received.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by each Lender in its sole discretion. The Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

8.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

8.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

8.5. Payment of Expenses. The Borrower agrees (a) to pay or reimburse the Lenders for all their out-of-pocket costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any other documents prepared in connection herewith or therewith, including the fees and disbursements of counsel (including the allocated fees and disbursements and other charges of in-house counsel) to each Lender, (b) to pay, indemnify, or reimburse each Lender for, and hold each Lender harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying such fees, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (c) to pay, indemnify or reimburse each Lender, their respective affiliates, and their respective officers, directors, partners, employees, advisors, agents, controlling persons and trustees (each, an "Indemnitee") for, and hold each Indemnitee harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by an Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party arising out of, in connection with, or as a result of, the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto or thereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Mortgaged Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by any third party or by the Borrower or any other Loan Party, and regardless of whether any Indemnitee is a party thereto (all the foregoing in this clause (c), collectively, the "Indemnified Liabilities"), provided that the Borrower shall have no obligation hereunder to any Indemnitee (x) for Taxes (it being understood that the Borrower's obligations with respect to Taxes are set forth in Section 2.13) or (y) with respect to Indemnified Liabilities to the extent such Indemnified Liabilities resulted from the gross negligence or willful misconduct of, or material breach of the Loan Documents, in each case as determined by a final and nonappealable decision of a court of competent jurisdiction, by, such Indemnitee, any of its affiliates or its or their respective officers, directors, partners, employees, agents or controlling persons. No Indemnitee shall be liable for any damages arising from the use by unauthorized persons of information or other materials sent through electronic, telecommunications or other information transmission systems that are intercepted by such persons or for any special, indirect, consequential or punitive damages in connection with the Loans or the Additional Notes. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its

Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 8.5 shall be payable not later than 30 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 8.5 shall be submitted to the Treasurer of the Borrower (Telephone No. 248-512-6802) (Fax No. 248-512-1770) at the address of the Borrower set forth in Section 8.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Lenders. The agreements in this Section 8.5 shall survive repayment of the Loans and all other amounts payable hereunder.

8.6. Successors and Assigns; Participations and Assignments. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, all future holders of the Loans or the Additional Notes and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 8.6.

(b) Any Lender may, without the consent of the Borrower, assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans or the Additional Notes at the time owing to it) pursuant to an Assignment and Assumption, executed by such Assignee and such Lender and delivered to the Borrower for its records, to any other branch, division or agency of the United States or Canadian governments or any government of any state, province, commonwealth or territory of the United States or Canada, together with any related rights and obligations thereunder, without the consent of the Borrower. The Borrower or its agent will maintain a register ("Register") of each Lender and Assignee. The Register shall contain the names and addresses of the Lenders and Assignees and the principal amount of the loans (and stated interest thereon) held by each such Lender and Assignee from time to time. The entries in the Register shall be conclusive and binding, absent manifest error.

(c) Any Lender may, without the consent of the Borrower, sell participations to any other branch, division or agency of the United States of Canadian governments or any government of any state, province, commonwealth or territory of the United States or Canada (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans or the Additional Notes owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) the Borrower and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to

any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 8.1 and (2) directly affects such Participant. Subject to paragraph (c) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.11 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 8.6. To the extent permitted by law, and subject to paragraph (c) of this Section, each Participant also shall be entitled to the benefits of Section 8.7 as though it were a Lender. Notwithstanding anything to the contrary in this Section 8.6, each Lender shall have the right to sell one or more participations in all or any part of its Loans, Additional Notes, Commitments or other Obligations to one or more lenders or other Persons that provide financing to such Lender in the form of sales and repurchases of participations without having to satisfy the foregoing requirements. In the event that a Lender sells a participation in such Lender's rights and obligations under this Agreement, the Lender, on behalf of Borrower, shall maintain a register on which it enters the name of all Participants.

8.7. Adjustments; Set-off. (a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender or to the Lenders, if any Lender (a "Benefitted Lender") shall, at any time after the Loans, the Additional Notes and other amounts payable hereunder shall immediately become due and payable pursuant to Section 7, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash in Dollars from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. For the avoidance of doubt, this Section 8.7 shall not include any payment or collateral received by the Canadian Lender and its nominees, participants and assigns pursuant to the obligations under the Canadian Facility.

(b) In addition to any rights and remedies of the Lenders provided by law, subject to any notice or other requirement contained in the Orders, each Lender shall have the right, without (i) further order of or application to the Bankruptcy Court, or (ii) prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon all amounts owing hereunder becoming due and payable (whether at the stated maturity, by acceleration or otherwise) to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the other Lenders after any such set-off and application made by such Lender; provided that, the failure to give such notice shall not affect the validity of such set off and application.

8.8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Lenders.

8.9. Severability. Any provision of this Agreement that is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.10. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. In the event of any conflict between this Agreement or any other Loan Document and the Orders, the Orders shall control.

8.11. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.**

8.12. Submission to Jurisdiction; Waivers. All judicial proceedings brought against any Loan Party arising out of or relating to this Agreement or any other Loan Document, or any Obligations hereunder and thereunder, may be brought in the Bankruptcy Court and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof. Each Loan Party hereby irrevocably and unconditionally:

(a) submits for itself and its property in any such legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive general jurisdiction of such the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar

form of mail), postage prepaid, to the Borrower at its address set forth in Section 8.2 or at such other address of which the Lenders shall have been notified pursuant thereto; and

(d) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13. Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) no Lender has any fiduciary relationship with or duty to any Group Member arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Lenders, on one hand, and any Group Member, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower or any Subsidiary and the Lenders.

8.14. Release of Guarantees. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Lenders hereby agree to take promptly, any action requested by the Borrower having the effect of releasing, or evidencing the release of, any guarantee by any Loan Party of the Obligations to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 8.1.

8.15. Confidentiality. Each of the Lenders agrees to keep confidential all non-public information provided to it by any Loan Party or any other Lender, pursuant to this Agreement that is designated by such Loan Party as confidential; provided that nothing herein shall prevent any Lender from disclosing any such information (a) to any other Lender or any affiliate of any thereof, (b) subject to an agreement to comply with the provisions of this Section 8.15 (or other provisions at least as restrictive as this Section), to any actual or prospective Transferee or any pledgee of Loans or Additional Notes or any direct or indirect contractual counterparty (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations, (b) to its affiliates, employees, directors, trustees, agents, attorneys, accountants and other professional advisors, or those of any of its affiliates for performing the purposes of a Loan Document, subject to such Lender, as the case may be, advising such Person of the confidentiality provisions contained herein, (c) upon the request or demand of any Governmental Authority or regulatory agency (including self-regulated agencies) having jurisdiction (or purporting to have jurisdiction) over it upon notice (other than in connection with routine examinations or inspections by regulators) to the Borrower thereof unless such notice is prohibited or the Governmental Authority or regulatory agency shall require otherwise, (d) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, after notice to the Borrower if reasonably feasible, (e) if requested or required to do so in connection with any litigation or

similar proceeding, after notice to the Borrower if reasonably feasible, (f) that has been publicly disclosed, other than in breach of this Section, (g) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender or (h) in connection with the exercise of any remedy hereunder or under any other Loan Document.

8.16. Waivers of Jury Trial. **THE BORROWER AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

8.17. USA PATRIOT Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the USA PATRIOT Act.

8.17. Orders. The terms and conditions hereunder shall be subject to the terms and conditions of the Final Order, or, prior to the effectiveness of the Final Order, the Interim Order. In the event of any inconsistency between the terms or conditions of this Agreement and the terms and conditions of the Orders, the terms and conditions of the Orders shall control. Notwithstanding the foregoing, in the event of any inconsistency between the terms or conditions of Section 8.1 and the terms and conditions of the Orders, the terms and conditions of Section 8.1 shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CHRYSLER LLC

By:_____
Name:
Title:

UNITED STATES DEPARTMENT OF THE TREASURY, as a Lender

By:_____

Title: Interim Assistant Secretary of the Treasury for Financial Stability

EXPORT DEVELOPMENT CANADA, as a Lender

By: _____
Name:
Title:

SCHEDULE 1.1A

Lender	Funding Office	Commitment
United States Department of the Treasury		$3,034,000,000
Export Development Canada		$1,066,000,000
Total Commitments		**$4,100,000,000**

SCHEDULE 1.1B

GUARANTORS

Name

Chrysler Aviation Inc.

Chrysler Dutch Holding LLC

Chrysler Dutch Investment LLC

Chrysler Dutch Operating Group LLC

Chrysler Institute of Engineering

Chrysler International Corporation

Chrysler International Limited, L.L.C.

Chrysler International Services, S.A.

Chrysler Motors LLC

Chrysler Realty Company LLC

Chrysler Service Contracts Florida, Inc.

Chrysler Service Contracts, Inc.

Chrysler Technologies Middle East Ltd.

Chrysler Transport, Inc.

Chrysler Vans LLC

DCC 929, Inc.

Dealer Capital, Inc.

Global Electric Motorcars, LLC

NEV Mobile Service, LLC

NEV Service, LLC

Peapod Mobility LLC

TPF Asset, LLC

TPF Note, LLC

Utility Assets LLC

SCHEDULE l.lF

RELATED SECTION 363 TRANSACTIONS

[NewCo or Plan B Transactions]

SCHEDULE 1.1G

CASE MILESTONES

1. The Borrower shall have filed with the Bankruptcy Court its motion to approve the Schedule 2 Transactions (the "Sale Motion") by May 4, 2009.

2. The hearing for the motion to approve the Bidding Procedures Order shall be held on or before May 8, 2009.

3. The Borrower shall have accepted all bids from all Potential Bidders participating in the auction by May 20, 2009.

4. The Borrower shall have determined the Lead Bid (as defined in the Bidding Procedures Order) no later than May 29, 2009.

5. The hearing for the motion to approve the Sale Motion shall be held on or before June 1, 2009.

6. The Borrower shall closed the Schedule 2 Transactions on or before June 27, 2009.

Preliminary DIP Budget – 9 Weeks
Assuming a 363 Sale

May 3, 2009

Preliminary Draft
For Discussion Purposes Only
Private and Confidential

I. Basis of Presentation

1. $400 million of cash collateral is assumed available. Actual cash on the filing date was approximately $660 million, of which $400 million has been agreed to among the parties to be used as cash collateral.

2. The Debtor-in-Possession Budget (the "DIP Budget") assumes that the Company is able to reach agreement with all of the significant stakeholders in advance of a 363 sale within a Chapter 11 proceeding. The DIP Budget assumes a May 1, 2009 filing. It is assumed that the duration of the bankruptcy is up to 9 weeks.

3. The Dip Budget assumes that the Company will obtain court approval to use cash collateral.

4. The analysis assumes that the Company obtains court approval to continue to pay supplier claims to maintain the supply chain and to honor any customer service claims including warranty claims.

5. The DIP Budget assumes that as a result of the filing, there are no dealer orders received and no production during the pendency of the bankruptcy.

6. Since the DIP Budget assumes that the Company is able to honor many prepetition claims, the 13-Week Cash Forecast dated April 13, 2009 is the basis for the DIP Budget receipts and disbursements.

I. Basis of Presentation

7. The payments included in the 13-Week Cash Forecast that are assumed not made include the $200 million in payments to NSC companies, and interest and principal payments on the Company's debt. Additionally, the beginning cash balance has been adjusted to reflect the receipt of $300 million from Canada as the intercompany terms are adjusted to normalized terms.

8. Additionally, the DIP Budget assumes that hourly workers are placed on lay-off status through the 9 month period and that their pay is reduced to one-third of the amount included in the 13-Week Cash Forecast. The DIP Budget also assumes that payment for unpaid 2008 vacation under the UAW agreement approximating $86 million is made the week of May 18th.

9. The Dip Budget also assumes that the salaried workforce is placed on unpaid vacation for 2 weeks resulting in a $21 million savings of salaried labor costs.

10. The DIP Budget assumes that incentive payments to 25% of the Company's dealers are not made as the Company looks to reorganize its dealer network. The DIP Budget also assumes that incentives included in the 13-Week Cash Forecast are reduced a further 50% from June 1st – July 5th.

11. Marketing expenditures are assumed to be reduced by 50% of the 13-Week Cash Forecast amount. It is assumed that this level of marketing is needed to preserve the value of the brands, assuming a quick sale of the core brands to a going concern purchaser.

9 week DIP Budget beginning May 5, 2009

U.S. Dollars in millions

Week Beginning:	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22	6/29	**Total Bankruptcy**	
U.S. Units Shipped (in thousands)	-	-	-	-	-	-	-	-	-	-	
Memo: Calendar Month Total				-				-			
Memo: Calendar Month Order Coverage				-							
Cash Receipts											
Wholesale Receipts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	(a)
Parts & Service Receipts	-	-	-	-	-	-	-	-	-	-	(b)
Intercompany Receipts	-	-	-	-	-	-	-	-	-	-	(c)
Other Receipts	-	-	-	-	-	-	-	-	-	-	
Non-Operating Receipts	-	-	-	-	-	-	-	-	-	-	
Total Receipts											
Cash Disbursements											
Wages and Salary											
Labor - Hourly	(6)	(6)	(92)	(7)	(20)	(6)	(6)	(6)	(6)	(155)	(d)
Labor - Salary	(2)	(8)	(2)	(21)	(2)	(8)	(2)	(44)	(1)	(89)	(e)
Severance				-						-	(f)
Taxes	(12)	(26)	(13)	(42)	(12)	(2)	(32)	(17)	(37)	(192)	(g)
Pension and OPEB	-	-	-	-	-	-	-	-	-	-	
Total Wages and Salary	(20)	(40)	(106)	(70)	(33)	(16)	(39)	(67)	(43)	(435)	
Manufacturing											
Critical Vendor Payments	(2)	(1)	(1)	(1)	(1)	(2)	(1)	(3)	(1)	(12)	(h)
Productive Material	(200)	(383)	(160)	(264)	(352)	(135)	-	-	-	(1,493)	(i)
Non-Productive Material	-	-	-	-	-	-	-	-	-	-	(j)
CapEx and tooling	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(24)	(200)	(k)
Freight	-	-	-	-	-	-	-	-	-	-	(l)
G&A	(14)	(8)	(13)	(26)	(10)	(8)	(14)	(18)	(15)	(125)	(m)
Manufacturing Overhead	(7)	(8)	(4)	(9)	(10)	(15)	(19)	(12)	(13)	(97)	(n)
Utilities	(1)	(9)	(4)	(4)	(1)	(1)	(11)	(3)	(1)	(36)	(o)
Total Manufacturing	(246)	(430)	(205)	(325)	(396)	(183)	(67)	(58)	(53)	(1,963)	
Other											
Incentives	(107)	(96)	(127)	(147)	(45)	(46)	(59)	(70)	(55)	(753)	(p)
Payments to National Sales Companies	-	-	-	-	-	-	-	-	-	-	
Intercompany Disbursements	-	-	-	-	-	-	-	-	-	-	(c)
Benefits	(47)	(16)	(37)	(64)	(46)	(21)	(40)	(56)	(54)	(381)	(q)
VTEP	(71)	-	-	(50)	(504)	-	(29)	-	(14)	(668)	(r)
Warranty Disbursements	(29)	(29)	(29)	(29)	(30)	(30)	(30)	(30)	(30)	(266)	(s)
Other Op. Disb.	-	-	-	-	-	-	-	-	-	-	
Marketing	(10)	(2)	(8)	(4)	(6)	(8)	(15)	(7)	(7)	(67)	(t)
Engineering Research & Development	-	-	-	-	-	-	-	-	-	-	(k)
Miscellaneous	(9)	(8)	(8)	(9)	(7)	(7)	(8)	(8)	(7)	(71)	
Principal Payments	-	-	-	-	-	-	-	-	-	-	
Interest Payments	-	-	-	-	-	-	-	-	-	-	
Other Non-Operating Disb.	-	(1)	-	(1)	-	(1)	-	(1)	-	(4)	
Total Other	(273)	(153)	(209)	(305)	(639)	(112)	(180)	(172)	(167)	(2,209)	
Professional Fees	-	-	-	-	-	-	(30)	-	-	(30)	
Total Disbursements	**$ (539)**	**$ (623)**	**$ (520)**	**$ (700)**	**$ (1,068)**	**$ (311)**	**$ (317)**	**$ (297)**	**$ (263)**	**$ (4,637)**	(u)
Permitted DIP Funding											
Cumulative Disbursements	**$ (539)**	**$ (1,161)**	**$ (1,681)**	**$ (2,381)**	**$ (3,449)**	**$ (3,760)**	**$ (4,077)**	**$ (4,374)**	**$ (4,637)**	**$ (4,637)**	
Add: Agreed Upon Contingency	(108)	(232)	(252)	(238)	(345)	(376)	(407)	(126)	137	137	
Less: Use of Domestic Cash On-hand at Filing Date	400	400	400	400	400	400	400	400	400	400	
Total Maximum DIP Borrowing	$ (246)	$ (993)	$ (1,533)	$ (2,219)	$ (3,394)	$ (3,736)	$ (4,084)	$ (4,100)	$ (4,100)	$ (4,100)	

(1) Maximum DIP borrowing may not exceed $4.1 billion. Actual disbursements may not exceed the amount of the maximum DIP borrowing plus actual MOPAR receipts, if any

(2) Total domestic cash was approximately $660 million of which $260 million is the minimum cash balance that must be kept on hand at all times for DIP covenant purposes

(3) Reductions in disbursement levels may be necessary throughout the forecast period to alleviate an additional cash need the week of June 29

III. Explanation of Notes

a) Wholesale Receipts – the DIP Budget assumes that the are no orders from dealers in the first 4 weeks following the filing as they await the outcome of the sale process. As a result of the lack of dealer orders, there is no production assumed during the pendency of the bankruptcy.

b) Parts &Services Receipts – assumes no Mopar sales during the pendency of the bankruptcy, however some insignificant amount is expected to be received.

c) Intercompany Receipts/Disbursements – the DIP Budget assumes there are no transactions with the foreign subsidiaries during the bankruptcy.

d) Labor – Hourly – the DIP Budget assumes that the hourly employees receive payments under the collective bargaining agreement in the form of supplemental pay. It is assumed that such payments are one-third of the 13-Week Cash Flow forecast weekly amounts.

e) Labor – Salaried – assumes that the salaried workforce is required to take a 2 week unpaid vacation resulting in a $21 million savings during the DIP period.

III. Explanation of Notes

f) **Severance –** the DIP Budget assumes no termination in the DIP period and therefore no severance is assumed paid.

g) **Taxes –** assumes that taxes, including property taxes are paid based on the 13-Week Cash Forecast.

h) **Critical Vendor Payments –** assumes that payments to trouble vendors are made in accordance with the 13-Week Cash Forecast. These payments are made to ensure that troubled vendors that are critical to the production plan are operating to supply parts following the sale of the Company.

i) **Productive Materials –** assumes that payments to inventory suppliers are made based on the 13-Week Forecast through June 14th. It is assumed that if these payments are not made, many of the Company's suppliers could be forced into bankruptcy which could disrupt inventory supply following the sale. Additionally, many of these payments would need to be made prior to the assumption of the contracts by the purchaser. It is assumed that there should be minimal open trade payables as of June 15th. The DIP Budget assumes no vendor payments made after June 15th.

III. Explanation of Notes

j) Non-productive Material – since there is limited production assumed, payments related to non-productive materials are assumed to be deferred.

k) CapEx/Tooling and ER&D – since there is limited production, the DIP Budget assumes that these disbursements are reduced to $200 million in total during the DIP period. The 13-Week Cash Forecast assumed that the disbursements related to CapEx, Tooling and ER&D were $161 million, $223 million and $89 million, respectively, during the 9 week period.

l) Freight – since there is limited production, assumes no freight payments during the DIP period.

m) G&A – are primarily related to IT systems for all functions including manufacturing, research and development and finance. It is assumed that these programs will be continued at current levels in the near-term while the sale process is on-going.

n) Manufacturing Overhead – includes outside maintenance contracts and maintenance materials to maintain the production equipment. The DIP Budget assumes that such disbursements are reduce to 50% of the 13-Week Cash Forecast amount for the shutdown period (May 4th – May 31st). Assumes that disbursements from June 1st – July 5 are at the 13-Week Cash Forecast amount to prepare the facilities for the ultimate startup. Assumes that the upkeep of the plant and equipment will continue in order to keep the facilities in working order.

III. Explanation of Notes

o) Utilities – the DIP budget assumes that utility cost remain at the pre-filing levels as the Company must maintain the plants in working order to effectuate a quick sale process.

p) Incentives – assumes that the Company will only pay incentives to those dealers that they believe will have value to the acquiring company. Assumes that such payments represent 75% of the 13-Week Cash Forecast amounts. Assumes that incentives are further reduced 50% from June 1st – July 5th.

q) Benefits – are assumed to continue at the UAW contractual levels during the DIP period.

r) VTEP – represent the contractual incentive payments to UAW workers that voluntarily resign. This allows the Company to replace these workers with Tier II employees that have lower benefits cost thereby reducing overall payroll.

s) Warranty Disbursements – the DIP Budget assumes that in order to preserve brand value in a sale current warranty obligations will need to be honored during the bankruptcy.

t) Marketing – the DIP Budget assumes that in order to preserve brand value and maximize the potential value of the asset sales, the Company maintains its marketing spending at 50% of the pre-filing assumed amounts.

III. Explanation of Notes

u) Professional Fees – the DIP Budget assumes that the first months actual fees total $30 million and are paid in the 9 weeks following the filing. Paid on the week of June 15. Total professional fees are likely to be higher.

v) Return of collateral held by FINCO – it is assumed that the $500 million collateral being held by FINCO is not returned during the pendency of the bankruptcy.

w) Fee to DIP Lender –no fees to the DIP lender are assumed.

x) Contingency – for purposes of sizing the DIP financing requirement, we have included a contingency on the projected cash disbursements based on negotiations with the U.S. Treasury.

y) Beginning Cash – U.S. – represents the U.S. cash reflected in the 13-Week Cash Forecast adjusted for the $200 million NSC payments and the $300 million in Canadian receipts previously noted.

z) Minimum Required Cash – U.S. – it is assumed that the Company must maintain a minimum $260 million cash balance in the U.S.