

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11  
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CHRYSLER LLC, *et al.* : Case No. 09 – 50002 (AJG)  
:  
Debtors. : (Jointly Administered)  
:  
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**ORDER PURSUANT TO SECTIONS 105, 363, 503 AND 507  
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019 (I)  
AUTHORIZING ENTRY INTO  
RISK SHARING AGREEMENT AMONG CHRYSLER, CHRYSLER  
FINANCIAL, AND NEW CHRYSLER; (II) WAIVING THE STAY UNDER  
BANKRUPTCY RULE 6004(h); AND (III) WAIVING THE NOTICE  
REQUIREMENTS UNDER BANKRUPTCY RULE 6004(a)**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession, Pursuant to Sections 105, 363, 503 and 507 of the Bankruptcy Code and Bankruptcy Rule 9019, for an Order (A) Authorizing Entry Into a Risk Sharing Term Sheet (together with all exhibits thereto, the “RSA Term Sheet”) Among Chrysler LLC (“Chrysler”), Chrysler Financial Services Americas, LLC (“Chrysler Financial”), and New Carco Acquisition LLC (“New Chrysler”); (B) Waiving the Stay under Bankruptcy Rule 6004(h); and (C) Waiving the Notice Requirements under Bankruptcy Rule 6004(a) (the “Motion”),<sup>1</sup> filed by the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”); the Court having reviewed the Motion and having considered the statements of counsel regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (ii) this is a core proceeding

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

pursuant to 28 U.S.C. §§ 157(b)(2), (iii) notice of the Motion and the Hearing was sufficient under the circumstances, (iv) sound business purposes exists for Chrysler's entry into the RSA Term Sheet, including to ensure that the Debtors' dealers have the requisite financing to purchase the Debtors' products and generate revenue for the Debtors, and (v) there is good cause to waive the ten-day stay imposed by Bankruptcy Rule 6004(h) and the notice requirements of Bankruptcy Rule 6004(a), to the extent each is applicable; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105, 363(b), 503 and 507 of the Bankruptcy Code and Bankruptcy Rule 9019, Chrysler is authorized to enter into the RSA Term Sheet among Chrysler, Chrysler Financial, and New Chrysler, which is attached to the Motion as Exhibit B (filed under seal), the terms and provisions of which are hereby approved in their entirety. The definitive documents, instruments and agreements relating to the RSA Term Sheet, including, without limitation, the Consent and Waiver Agreement attached as Exhibit A thereto (collectively, the "Definitive RSA") are subject to review and comment by the Creditors' Committee to confirm that such documents, instruments and agreements are consistent with the RSA Term Sheet as modified by this Order.

3. Pursuant to sections 105, 363(b), 503 and 507 of the Bankruptcy Code and Bankruptcy Rule 9019, Chrysler is authorized to enter into the Definitive RSA among Chrysler, Chrysler Financial, and New Chrysler, reflecting the terms and

provisions of the RSA Term Sheet, without the need for further approval or order from this Court.

4. Notwithstanding anything to the contrary in the RSA Term Sheet, any allowed claim by Chrysler Financial against Carco (as defined in the RSA Term Sheet) for sharing of Losses (as defined in the RSA Term Sheet) that would be entitled to priority treatment under section 503(b) and 507(b) of the Bankruptcy Code (the "Priority Claims") shall be subject to the agreed upon cap (the "Cap") set forth in that certain agreement among the Debtors, the Creditors' Committee and Chrysler Financial and any amount of such allowed claim that exceeds the Cap shall be entitled to treatment as a general unsecured claim.

5. Notwithstanding anything to the contrary in the RSA Term Sheet, in the event the sale of assets to New Chrysler (the "363 Sale") is not consummated, Chrysler Financial shall be entitled to assert claims against Carco for sharing of Losses (as provided in the RSA Term Sheet) only for the period between the date of effectiveness of the RSA Term Sheet and the date that the 363 Sale is abandoned; provided, however, that any such Priority Claims shall be subject to the Cap. Any such allowed claim under the RSA Term Sheet and the Definitive RSA shall be paid in the manner provided for in the RSA Term Sheet.

6. The requirements of Bankruptcy Rule 6004(a) are hereby waived.

7. Pursuant to Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon entry.

8. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: New York, New York  
May 13, 2009

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