

CHRYSLER LLC

\$4,500,000,000 SECOND LIEN SECURED PRIMING SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT FACILITY

Summary of Terms and Conditions

April 29, 2009

The Borrower (as defined below) and the Guarantors (as defined below) are considering filing voluntary petitions under chapter 11 of the Bankruptcy Code (as defined below).

This Summary of Terms and Conditions (this “Term Sheet”) sets forth the terms and conditions upon which the United States Department of the Treasury (the “Treasury”) and Export Development Canada (“EDC”) will provide the financing described herein. It constitutes a legally binding commitment by the Treasury and EDC to provide to the Borrower the financing described herein on the terms and conditions set forth herein; provided that, the obligation of the Treasury and EDC to provide the financing described herein is subject to the satisfaction of each of the conditions described in the heading “Initial Conditions” described below. This Term Sheet sets forth all of the material terms and conditions relating to the DIP Credit Facilities (defined below). Except as otherwise required by law or unless the Treasury and EDC consent, this Term Sheet and its contents may not be disclosed to any other entity or third party other than (x) the committee of unsecured creditors in the Borrower’s Cases (as defined below) (the “Creditors Committee”), including its legal counsel and financial advisors, and the directors, officers, employees, agents, legal counsel and financial advisors of the members of the Creditors Committee, (y) the Borrower, its subsidiaries and (z) Fiat S.p.A. and the directors, officers, employees and agents, including legal counsel, financial advisors, accountants and other advisors, of Fiat S.p.A., the Borrower and/or its subsidiaries. This Term Sheet may, if so decided by the Treasury, EDC and their respective affiliates, be superseded by a written commitment by the Treasury and EDC to extend the DIP Credit Facility.

I. Parties

Borrower: Chrysler LLC, a Delaware limited liability company (the “Borrower”), as debtor and debtor-in-possession in a case (the “Borrower’s Case”) to be commenced in 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, the “Bankruptcy Court”) under chapter 11 of Title 11, United States Code (as applicable to the Borrower’s Case, the “Bankruptcy Code”).

Guarantors: The obligations of the Borrower, including, without limitation, all obligations under the Additional Note (as defined below), shall be unconditionally guaranteed on a

joint and several basis by each of the subsidiaries of the Borrower listed on Schedule 1 attached hereto (collectively, the “Guarantors”; the Borrower and the Guarantors, collectively, the “Credit Parties”), each a debtor and debtor-in-possession in a case (each such case, a “Guarantor’s Case” and, collectively, the “Guarantors’ Cases,” the Borrower’s Case and the Guarantors’ Cases are collectively referred to herein as the “Bankruptcy Cases”), to be commenced under chapter 11 of the Bankruptcy Code. Except as otherwise agreed to by each Lender (as defined below), the obligations of the Borrower 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 Credit Party (other than direct and indirect subsidiaries of Chrysler Canada Inc. (“CCI”)), each of which shall be made a Credit Party and a Guarantor immediately upon its acquisition and/or organization.

Lenders:

The Treasury and EDC (each a “Lender”, and collectively, the “Lenders”). The obligations of each Lender under the DIP Credit Facility shall be several and not joint.

II. DIP Credit Facility

Commitment:

A delayed draw term loan senior secured priming superpriority debtor-in-possession credit facility authorized under sections 364(c)(1), (2) and (3), and section 364(d), of the Bankruptcy Code (the “DIP Credit Facility”) in the aggregate amount of \$4,500,000,000 (the “Commitment”) of which \$1,800,000,000 (the “Interim Commitment”) will be made available upon entry in the Bankruptcy Cases by the Bankruptcy Court of the interim order or orders approving the DIP Credit Facility (the “Interim Order”), and the full amount of which will be made available upon the final order or orders entered in the Bankruptcy Cases by the Bankruptcy Court approving the DIP Credit Facility (the “Final Order”) becoming final and non-appealable. The respective percentages of the Commitment to be provided by the Treasury and EDC under the DIP Credit Facility is set forth on Annex I.

Availability:

The Interim Commitment shall be available to be drawn, upon 3 business days’ notice to each Lender (or such shorter notice agreed to by each affected Lender in its sole discretion), during the period commencing on the later of (i) entry of the Interim Order and (ii) the Closing Date and

ending on the Maturity Date. The remaining amount of the Commitment in excess of the Interim Commitment shall be available to be drawn, upon 3 business days' notice to each Lender (or such shorter notice agreed to by each affected Lender in its sole discretion), during the period commencing upon entry of the Final Order and ending on the Maturity Date. The availability of the Commitment (including the Interim Commitment) shall be subject to (a) the provisions of "Financial Covenants" below relating to the Approved Budget (as defined below), and (b) reserves for an amount equal to the Carve Out (as defined below). Loans under the DIP Credit Facility ("Loans") that have been repaid may not be re-borrowed. For purposes of this term sheet, a business day is a day on which banks are open in both Ottawa, Canada and New York, New York.

Borrowing requests and payments in respect of Loans will be made by the Borrower directly to each Lender. Each Lender will fund borrowings of Loans directly to the Borrower or the relevant Credit Party to receive funds under the Approved Budget.

Notwithstanding the foregoing, an amount of the Commitment equal to the excess of \$750,000,000 over the amount of cash collateral held by the Borrower and the Guarantors in the US Cash Management Accounts shall be available to the Borrower at any time prior to the Maturity Date unless the Borrower or any Guarantor shall have breached that certain Master Transaction Agreement to be entered among Fiat S.p.A., New CarCo Acquisition LLC, Chrysler LLC and the sellers identified therein (the "Master Transaction Agreement"), which breach is not susceptible of cure.

Approved Budget:

The budget shall be acceptable in form and substance to the Lenders (as may be amended from time to time as described below, the "Approved Budget"). The Approved Budget shall set forth in reasonable detail all receipts and disbursements of the Credit Parties on a weekly basis from the commencement of the Bankruptcy Cases (the "Commencement Date") through and including July 3, 2009, and on a monthly basis thereafter until June 30, 2010. The Approved Budget shall be annexed as an exhibit to the Interim Order (in such redacted or simplified form as approved by the Lenders) and to the DIP Credit Documentation (as defined below).

Any amendments or modifications to the Approved Budget must be consented to in writing by the Lenders prior to the implementation thereof. Upon any such written consent, the Approved Budget, as amended or modified, shall be deemed to be the Approved Budget for all purposes in respect of the DIP Credit Facility.

Maturity Date:

All obligations outstanding under or in respect of the DIP Credit Facility shall be repaid in full, and the Commitment shall fully terminate, on the earliest to occur of (such earliest date, the "Maturity Date", which date may be extended by the Lenders in their sole discretion): (a) 60 days after the Closing Date; (b) 35 days after the Commencement 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 Bankruptcy Cases by the Bankruptcy Court; (d) the acceleration of any Loans and the termination of the Commitment in accordance with the terms of the DIP Credit Documentation; and (e) September 30, 2009.

Purpose:

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 Credit Parties, including the payment of expenses associated with the administration of the Bankruptcy Cases, in each case, subject to compliance with the financial covenants described in "Financial Covenants" below. In the event of a termination of the Master Transaction Agreement for any reason, the proceeds of the Loans may be used to liquidate and wind down the Borrower's and the Guarantors' estates in an orderly manner.

Notwithstanding anything to the contrary herein, none of the proceeds of the Loans 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 either Lender, (b) the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against either Lender or any of its affiliates with respect to any loans or other financial accommodations made by such Lender to any Credit Party prior to the Commencement Date, or (c) any loans, advances, extensions of credit, dividends or other investments to any person not a Credit Party other than for certain permitted exceptions to be set

forth in the definitive loan agreement, including, without limitation, a basket for investments in an amount not to exceed \$10,000,000.

III. Certain Payment Provisions

Interest Rates: As set forth on Annex II.

Optional Prepayments and
Commitment Reductions:

Loans may be prepaid and the Commitment may be reduced by the Borrower, without premium or penalty, on one business day's notice, in minimum amounts of \$100,000,000 and incremental multiples of \$100,000,000 thereof. All optional prepayments shall be applied to the Loans in accordance with the application of payment provisions set forth in "Mandatory Prepayments" below. The Borrower will bear all costs related to the prepayment of a Loan prior to the last day of the Interest Period (as defined in Annex II) therefor. Optional prepayments of the Loans may not be re-borrowed.

Mandatory Prepayments
and Commitment Reductions:

Unless otherwise agreed by the Lenders, the Borrower shall make the following mandatory prepayments and commitment reductions (subject to certain basket amounts to be negotiated in the DIP Credit Documentation):

- (a) Indebtedness/Extraordinary Receipts: Prepayments in an amount equal to (i) 100% of the net cash proceeds received from the incurrence of indebtedness by the Borrower or any of its subsidiaries (other than intercompany indebtedness of a Credit Party owing to another Credit Party), and (ii) 100% of the net cash proceeds from the receipt of any extraordinary receipts (including, without limitation, insurance proceeds, tax refunds, downward purchase price adjustments and similar receipts outside of the ordinary course) by the Borrower or any of its subsidiaries (other than certain permitted indebtedness specified in the DIP Credit Documentation); and
- (b) Dispositions: Prepayments in an amount equal to 100% of the net cash proceeds of any sale or other disposition (including as a result of casualty or condemnation) by the Borrower or any of its subsidiaries of any assets, except (i) for the sale of

inventory in the ordinary course of business, (ii) proceeds that are subject to a prior lien or that are required to be paid to the holder of a prior lien, (including the security interest of EDC under the Canadian Facility in assets of CCI and its subsidiaries) other than a Primed Lien, and (iii) certain other customary exceptions to be agreed on in the DIP Credit Documentation.

All net cash proceeds from any of the events described above shall be applied, except as agreed to by the Lenders, as follows: (x) first, to pay accrued and unpaid interest on, and expenses in respect of, the obligations under the DIP Credit Facility, to the extent then due and payable, (y) second, to repay any principal amounts or other obligations outstanding in respect of the DIP Credit Facility, and (z) third, to the permanent reduction of any unused portion of the Commitment.

IV. Additional Consideration: On the Closing Date, each Lender shall receive a promissory note (the "Additional Note") in the amount of 6.67% of its respective Commitment, which shall be payable on the Maturity Date and which shall bear interest at the Interest Rate (as defined in Annex II). Interest on the Additional Note shall be payable on each Interest Payment Date (as defined in Annex II) including the Maturity Date.

V. Collateral; Priority As is customary for financings of this nature, all Loans and all other obligations owing by the Borrower under the DIP Credit Facility and the Additional Note, and by the Guarantors in respect thereof, shall, at all times:

- (i) Super-priority: pursuant to section 364(c)(1) of the Bankruptcy Code, constitute allowed superpriority administrative expense claims in each of the Bankruptcy Cases, having priority over all administrative expenses of the kind specified in sections 503(b) and 507(b) 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;

- (ii) Unencumbered property: pursuant to section 364(c)(2) of the Bankruptcy Code, be secured by valid, perfected, first-priority security interests in and liens on all property and assets of the Borrower, the Guarantors 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 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 Internal Revenue Code; 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, "Property") that is not subject to non-avoidable, valid and perfected liens in existence as of the Commencement Date (or to non-avoidable valid liens in existence as of the Commencement Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code), subject only to Permitted Encumbrances (as defined below) and the Carve-Out;
- (iii) Junior liens: pursuant to section 364(c)(3) of the Bankruptcy Code, be secured by valid junior perfected security interests in and liens on all Property that is subject to non-avoidable, valid and perfected liens (other than the Primed Liens (as defined below)) in existence as of the Commencement Date, or to non-avoidable valid liens in existence as of the Commencement Date that are subsequently perfected as permitted by section 546(b) of the Bankruptcy Code, subject only to the Carve-Out; and
- (iv) Priming liens: pursuant to section 364(d)(1) of the Bankruptcy Code, be secured by valid priming perfected security interests in and liens on all Property securing the Second Lien Prepetition Facility (as defined below) and the Existing UST

Loan Agreement (as defined below), senior in all respects to the security interests and liens (collectively, the “Primed Liens”) securing the Credit Parties’ obligations under the Second Lien Prepetition Facility and the Existing UST Loan Agreement, and subject only to the security interests in and liens on all Property securing the First Lien Prepetition Facility, Permitted Encumbrances and the Carve-Out.

All such liens and security interests described above shall be referred to herein as the “DIP Liens.” All collateral securing obligations under the DIP Credit Facility shall be referred to herein as the “Collateral.” All DIP Liens shall be senior in priority to any security interests in or liens on the Collateral created or granted after the Commencement Date. Notwithstanding the foregoing or anything else herein to the contrary, Collateral shall not include, and no lien shall be granted with respect to, certain assets of the Borrower and/or the Guarantors to be agreed upon by the Lenders in the DIP Credit Documentation.

“Carve-Out” means, following the occurrence and during the continuance of an Event of Default (as defined below), an amount sufficient for payment of (x) allowed professional fees and disbursements incurred by professionals retained by the Borrower and the Guarantors and any statutory committee(s) of unsecured creditors appointed in the Bankruptcy Cases (each, a “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 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.

All of the DIP Liens shall be valid, effective and perfected as of the Closing Date and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.

“Permitted Encumbrance” means capital leases and purchase money liens within certain restrictions to be mutually agreed, and other liens acceptable to the Lenders.

“First Lien Prepetition Facility” means 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, as amended.

“Second Lien Prepetition Facility” means 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, as amended.

“Existing UST Loan Agreement” means the Loan and Security Agreement, dated as of December 31, 2008, between Chrysler Holding LLC and the Treasury, as amended.

Adequate Protection:

In accordance with existing arrangements, the lenders under the Existing UST Loan Agreement shall receive adequate protection for the priming of the liens on Property securing the Existing UST Loan Agreement in the form of (i) a claim as contemplated by Section 507(b) of the Bankruptcy Code, and (ii) a lien on the Collateral, which lien shall have a priority immediately junior to the DIP Liens; provided that the claims and liens described in clauses (i) and (ii) above shall be granted only to the extent of any diminution in the value of the interests in the Collateral of the lenders under the Existing UST Loan Agreement.

VI. Certain Conditions

Initial Conditions:

The availability of the Interim Commitment and the Commitment shall each be conditioned upon satisfaction of, among other things, the following conditions precedent (the date upon which all such conditions precedent with respect to the Interim Commitment are satisfied or waived by the Lenders, in each case as determined by the Lenders in their sole discretion, shall be referred to herein as the “Closing Date”). The Closing Date shall occur not later than 3 days after the Commencement Date, unless such time is extended by the Lenders in their sole discretion.

- (a) Each Credit Party shall have executed and delivered satisfactory definitive financing documentation with respect to the DIP Credit Facility (the “DIP Credit Documentation”), and all documents required to be delivered under the DIP Credit Documentation, including customary legal opinions (including from such special and local counsel as may be required by the Lenders), corporate records, documents from public officials and officers’ certificates and other information (including other information and documentation required by customer identification programs pursuant to the Patriot Act) shall have been delivered, and shall be satisfactory, to the Lenders.
- (b) The corporate structure, capital structure, other debt instruments, material contracts, cash management systems, governing documents of the Borrower, its direct and indirect subsidiaries and any Guarantor, tax effects resulting from the commencement of the Bankruptcy Cases and the DIP Credit Facility and the transactions contemplated hereby, shall be satisfactory to the Lenders.
- (c) Each Lender 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 quarters of 2008.
- (d) Each Lender 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 its subsidiaries covering the period after the most recent lien searches provided to the Lender, and such search shall reveal no liens on any of the assets of the Borrower or its subsidiaries except for liens permitted by the DIP Credit Documentation or liens to be discharged on or prior to the Closing Date pursuant to documentation satisfactory to the Lenders.

- (e) The Lenders shall be satisfied with the environmental affairs of the Borrower and its subsidiaries.
- (f) The Lenders shall be satisfied with the insurance coverage of the Credit Parties including, without limitation, with respect to the insurance carrier, the risks insured, the policy limits and the deductibles.
- (g) The Interim Order (with respect to the Interim Commitment) and the Final Order (with respect to the Commitment), and all motions relating thereto, shall be in form and substance satisfactory to the Lenders and their respective counsel, shall be entered by the Bankruptcy Court (and, with respect to the Final Order, shall have become final and non-appealable) no later than 3 business days (with respect to the Interim Order) and 35 calendar days (with respect to the Final Order), respectively, after the Commencement Date, and shall include, without limitation, provisions (i) modifying the automatic stay to permit the creation and perfection of the DIP Liens on the Collateral, (ii) providing for the automatic vacation of such stay to permit the enforcement of the Lenders' remedies under the DIP Credit Facility including, without limitation, the enforcement, upon 5 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 Lender (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, (iii) 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 its rights and remedies under the DIP Credit Documentation, the Interim Order, the Final Order, or any other order, (iv) prohibiting the incurrence of debt, other than permitted indebtedness to be agreed, with priority equal to or greater than the DIP Credit Facility, (v) prohibiting any granting or imposition of liens

other than liens acceptable to the Lenders, and (vi) authorizing and approving the DIP Credit Facility and the DIP Credit Documentation and the transactions contemplated thereby including, without limitation, the granting of the super-priority status, security interests and liens referred to herein. Additionally, the Final Order (with respect to the Commitment) shall provide that, upon entry of the Final Order, (A) 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 (B) 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 Bankruptcy Cases.

- (h) All “first day” motions and related orders (including, without limitation, in respect of cash management and payment of critical vendors) entered by the Bankruptcy Court in the Bankruptcy Cases shall be in form and substance satisfactory to the Lenders and their respective counsel.
- (i) An order approving the critical vendor motion of the Credit Parties shall have been entered and shall be in form and substance satisfactory to the Lenders and their respective counsel.
- (j) The Borrower shall have delivered to each of the Lenders an Approved Budget in form and substance satisfactory to the Lenders.
- (k) The amendment to the loan agreement dated as of March 30, 2009 by and among CCI, as borrower, certain of its subsidiaries party thereto, and EDC, as lender (the “Canadian Facility”) shall be in form and substance satisfactory to the Lender and shall have become (or simultaneously with the closing of the Credit Facility, shall become) effective.
- (l) Other than the Bankruptcy Cases, there shall not exist any action, suit, investigation, litigation or proceeding pending or threatened in any court or

before any arbitrator or governmental authority that, in the sole discretion of the Lenders, materially and adversely affects any of the transactions contemplated hereby, or that has or could be reasonably likely to have a Material Adverse Effect (as defined below).

- (m) Cash management arrangements satisfactory in form and substance to the Lenders shall be in place. The Lender shall have completed a review of the Borrower's and the Guarantors' cash management systems.
- (n) Since the Commencement Date, there will have been no event or circumstance (other than with respect to a plan of reorganization and the DIP Credit Facility), that either individually or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect.
- (o) As may be required, 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.
- (p) No default that, with the passage of time or the giving of notice or both, could result in an Event of Default, and no Event of Default shall exist on the Closing Date or immediately prior to, or after giving effect to, any Loan.
- (q) All representations and warranties in the DIP Credit Documentation shall be true and correct in all material respects.

As used herein, "Material Adverse Effect" means any material adverse change in, or a material adverse effect upon, (i) the condition (financial or otherwise), businesses, performance, prospects, operations or property of the Borrower, its direct and indirect subsidiaries, individually or taken as a whole, (ii) the ability of the Borrower or any Guarantor to perform its obligations under any of the DIP Credit Documentation, and (iii) the validity or enforceability of any of the DIP Credit Documentation or the rights and remedies of the Lenders under any of the DIP Credit Documentation; provided that (A) the taking of any

action by the Borrower and its subsidiaries, including the cessation of production, pursuant to and in accordance with the Approved Budget, (B) the filing of the Bankruptcy Cases, any sale pursuant to Section 363 of the Bankruptcy Code or any other action take pursuant to the Interim Order or the Final Order, and (C) any events of default under existing prepetition credit agreements, shall not be taken into consideration (“Material Adverse Effect”).

Ongoing Conditions:

The making of each extension of credit shall be conditioned upon (a) the accuracy of all representations and warranties in the DIP Credit Documentation (including, without limitation, the material adverse change and litigation representations), (b) there being no default or event of default in existence at the time of, or after giving effect to the making of, such extension of credit, (c) immediately prior to and after giving effect to, such extension of credit, the Borrower shall be in compliance with the financial covenants described in “Financial Covenants” below, (d) the Lenders in their sole discretion shall be satisfied with the status of the Bankruptcy Cases at the time of such requested extension of credit, including the motion or motions to approve the transaction described on Schedule 2 hereto (the “Schedule 2 Transactions”) and (e) each Lender receiving a certificate from the chief financial officer of the Borrower stating that each of the applicable conditions set forth in clauses (a) through (c) above have been satisfied.

VII. Certain Documentation Matters

The DIP Credit Documentation shall contain representations, warranties, covenants and Events of Default that are customary for financings of this type (applicable to each of the Credit Parties, as appropriate) and are modified as necessary to reflect the commencement of the Bankruptcy Cases and other terms deemed appropriate by the Lenders, including those set forth below.

Representations and Warranties:

The DIP Credit Documentation shall include representations and warranties by the Borrower (on behalf of itself and each of the other Credit Parties) as are usual and customary for this type of financing, including with respect to the following matters: financial condition; no material adverse change; corporate existence; compliance with law; corporate power and authority; enforceability of DIP Credit Documentation; no conflict with law or contractual obligations; no burdensome restrictions; no

material litigation; no default; ownership of property; liens; intellectual property; Federal Reserve regulations; ERISA; Investment Company Act; subsidiaries; creation and perfection of security interests; environmental matters; accuracy of disclosure; absence of undisclosed liabilities; taxes; flood insurance; labor matters; no defaults under material agreements entered into after commencement of the Bankruptcy Cases; continuance of specific material contracts; continuance of certain Bankruptcy Court orders; and disclosure of Approved Budget assumptions and accuracy of the Approved Budget.

Affirmative Covenants:

In addition to the covenants described under the headings “Executive Privileges and Compensation”, “Aircraft”, “Restrictions on Expenses”, “Access to Information and Right to Audit”, “Wholesale and Retail Financing”, “Employ American Workers Act”, “Internal Controls; Recordkeeping; Additional Reporting” and “Waivers”, the DIP Credit Documentation will include such affirmative covenants by the Borrower (on behalf of itself and each of the Guarantors) as are usual and customary for financings of this kind including, without limitation, compliance with the Approved Budget; delivery of financial statements; delivery of weekly updated 13-week cash flow projections and variance reports, substantially in the forms set forth in Schedule 3, accompanied by a compliance certificate from the chief financial officer of the Borrower containing a calculation of the covenants below for the relevant week in reasonable detail, and certifying compliance therewith; delivery of monthly updates to all other projections provided on or before the Closing Date); delivery of reports, accountants’ letters, projections, officers’ certificates, notices of default, postpetition litigation and other material events, and other information requested by each Lender; payment of postpetition taxes and other ordinary course obligations; continuation of business (subject to parameters to be agreed by the Lenders) and maintenance of existence and material rights and privileges; compliance with laws and material postpetition contractual obligations; maintenance of property and insurance; maintenance of books and records; right of each Lender to inspect property and books and records; compliance with environmental laws; and further assurances (including, without limitation, with respect to security interests in after-acquired property).

In addition to the foregoing, the Credit Parties shall file, within 3 days after the Commencement Date (or such later date as may be agreed to in writing by the Lenders), a motion or motions to approve the Schedule 2 Transactions in form and substance satisfactory to the Lenders.

The Credit Parties shall also sell certain owned properties contemplated to be sold in accordance with the Approved Budget, if any, by dates to be determined, and cause the net cash proceeds thereof to be applied to prepayment of the Loans and the reduction of the Commitments, in accordance with the requirements set forth in "Mandatory Prepayments and Commitment Reductions" above.

The Borrower shall also cause CCI to have at all times unrestricted cash and cash equivalents in amount not less than CAD250,000,000.

The Affirmative Covenants will be adjusted as agreed to permit the consummation of the Schedule 2 Transactions on terms and conditions satisfactory to the Lenders and for the period after the Schedule 2 Transactions.

Executive Privileges and
Compensation:

Until such time as all obligations under the DIP Credit Facility are repaid in full and the Commitment of the Lender is terminated (the "Relevant Period"), the Borrower and its subsidiaries shall comply with the executive compensation and corporate governance requirements of Section 111 of the Emergency Economic Stabilization Act of 2008 (as amended, supplemented, or otherwise modified, the "EESA"), as implemented by any guidance or regulations issued and/or to be issued thereunder, 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 CFR Part 30, or any other guidance or regulations under the EESA and the requirements of the under the EESA.

Aircraft:

Until such time as all obligations under the DIP Credit Facility are repaid in full and the Commitment is terminated, with respect to any private passenger aircraft or interest in such aircraft that is owned or held by any Credit Party or any of its 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 Credit Party shall acquire or lease any private passenger aircraft or interest in private passenger aircraft after the Closing Date.

Restrictions on Expenses:

During the Relevant Period, the Borrower and its subsidiaries shall maintain and implement its comprehensive written policy on corporate expenses (“Expense Policy”) and distribute the Expense Policy to all employees of the Borrower and its subsidiaries covered under the 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.

The Expense Policy shall, at a minimum: (a) require compliance with all applicable law; (b) apply to the Borrower and all of its subsidiaries; (c) govern (i) the hosting, sponsorship or other payment for conferences and events, (ii) travel accommodations and expenditures, (iii) consulting arrangements with outside service providers, (iv) any new lease or acquisition of real estate, (v) expenses relating to office or facility renovations or relocations, and (vi) expenses relating to entertainment or holiday parties; and (d) provide for (i) internal reporting and oversight, and (ii) mechanisms for addressing noncompliance with the policy.

Access to Information and
Right to Audit:

At all times until such time as all obligations under the DIP Credit Facility are repaid in full and the Commitment is terminated, the Borrower and each of its direct and indirect subsidiaries shall permit (i) each Lender and its agents, consultants, contractors and advisors, (ii) the Special Inspector General of the Troubled Asset Relief Program, and (iii) the Comptroller General of the United States access to personnel and any books, papers, records or other data delivered to it pursuant to the DIP Credit Documentation including compliance with the financing terms and conditions thereof.

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 Lenders.

- Employ American Workers Act: At all times until such time as all obligations under the DIP Credit Facility are repaid in full and the Commitment is terminated, the Borrower and each of its direct and indirect subsidiaries shall comply, and the Borrower shall take all necessary action to ensure that its Subsidiaries comply, in all respects with the provisions of 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.
- Internal Controls; Recordkeeping; Additional Reporting: The Borrower shall be required to establish appropriate internal controls for ensuring compliance with each of the Borrower's covenants described under the headings "Executive Privileges and Compensation", "Aircraft", "Restrictions on Expenses", "Access to Information and Right to Audit", "Wholesale and Retail Financing" and "Employ American Workers Act", and its expected use of the proceeds of the Loans as notified to the Treasury. The Borrower shall collect, maintain and preserve reasonable records relating to such compliance and the implementation of the Auto Supplier Support Program and all other United States federal support programs provided to the Borrower or any of its Subsidiaries, and to account for its use of the Loans.
- Waivers: Each Credit Party will be required to waive any claim against the United States and Canada (and each of their departments, agencies and crown corporations, as applicable), and each SEO and Senior Employee will be required to waive any claim against the United States, Canada (and each of their departments, agencies and crown corporations, as applicable) and the Credit Parties, in each case for any changes in compensation, bonus, incentive and other benefit plans, arrangements, policies and agreements (including so-called "golden parachute" agreements) of such Credit Party, SEI and/or Senior Employee, in each case required for compliance with the executive compensation and corporate governance requirements of Section 111 of the EESA, as implemented by any guidance or regulations issued and/or to be issued thereunder, 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 CFR Part 30, or any other guidance or regulations under the EESA and the requirements of the under the EESA and the

requirements of the DIP Credit Facility. For the avoidance of doubt, this requirement will be deemed satisfied for the United States and its (and its departments, agencies) with respect to Credit Parties that are party to the Loan and Security Agreement dated as of December 31, 2008 among the Treasury, the Borrower and the other Loan Parties thereto (as defined therein) and any SEO or Senior Employee, to the extent such Credit Party, SEO or Senior Employee has previously provided such a waiver to the Treasury.

As used herein, “SEO” means 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.

As used herein, “Senior Employee” shall mean, with respect to the Loan Parties collectively, any of the twenty five (25) most highly compensated employees (including the SEOs).

Negative Covenants:

In addition to the covenants described under the headings “Liens”, the DIP Credit Documentation shall include such negative covenants by the Borrower (on behalf of itself and each of the Guarantors) as are usual and customary for financings of this type including, without limitation, restrictions on indebtedness (including guarantee obligations and preferred stock of subsidiaries); sales and other dispositions of assets (including, without limitation, any sale and leaseback transaction and any disposition under section 363 of the Bankruptcy Code); dividends and other payments in respect of capital stock; mergers, consolidations, liquidations and dissolutions; negative pledge clauses; sale and leasebacks; investments in excess of \$20,000,000, loans and advances; transactions with affiliates; derivative transactions; changes in fiscal year; clauses restricting subsidiary distributions; optional payments and modifications of subordinated and other debt instruments; modifications of business; modifications of organizational documents, except as required by the Bankruptcy Code; prepayment of prepetition indebtedness (other than the Canadian Facility); and assertion of right of subrogation or contribution against any other Credit Party until all obligations under the DIP Credit Facility are paid in full and the commitments are terminated, in each case with exceptions that are to be agreed.

The Negative Covenants will be adjusted as agreed to permit the consummation of the Schedule 2 Transactions on terms and conditions satisfactory to the Lenders and for the period after the Schedule 2 Transactions.

Financial Covenants:

The Borrower shall not permit, at any date, the total amount of Loans borrowed through such date to exceed the total amount of Loans forecasted to be borrowed in the Approved Budget through the end of the week in which such date falls by an amount that exceeds the permitted variance percentage applicable to borrowings which is in effect for such week, as specified on Schedule 4.

In addition, the Borrower shall not permit the total amount of cash disbursements (consisting of the sum of “total operating outflows” and the “total bankruptcy disbursements” line items in the Approved Budget) made from the Commencement Date until such date to exceed the total amount of cash disbursements forecasted to be made in the Approved Budget through the end of the week in which such date falls by an amount that exceeds the permitted variance percentage applicable to disbursements which is in effect for such week as specified on Schedule 4.

Liens:

Until such time as all obligations under the DIP Credit Facility are repaid in full, no Credit Party shall (a) create or permit to exist any liens or encumbrances on any assets, other than liens securing the DIP Credit Facility and any Permitted Encumbrances and other liens described in “Collateral; Priority” above or (b) create or permit to exist any other superpriority claim which is pari passu with or senior to the claims of the Lenders under the DIP Credit Facility, except for the Carve-Out.

Events of Default:

Upon the occurrence and during the continuance of any of the events of default set forth in subparagraphs (a) through (t) below (each, an “Event of Default”) beyond the applicable grace period (if any) set forth below, the Lenders may take all or any of the following actions without further order of or application to the Bankruptcy Court, provided that, with respect to clause (iii) below and the enforcement of liens or other remedies with respect to the Collateral referred to in clause (v) below, the Lenders shall provide the Borrower (with a copy to counsel to each Committee and to the United States Trustee for the Southern District of New York) with 5 business days’ prior written notice; provided further that, 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 provided further that, 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 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 Credit Party with respect to which either Lender is a party to a control agreement;

(iv) compel any Credit 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 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 DIP Credit Documentation or by applicable law.

Each of the following events shall constitute an Event of Default under the DIP Credit Documentation:

(a) Failure by the Borrower to pay (i) interest or fees when due and payable, and such default shall continue for more than 3 business days, or (ii) principal when due, including any voluntary or mandatory prepayment.

(b) Breach by the Borrower of the affirmative covenant to sell (or cause the sale of) designated owned properties in accordance with the Approved Budget.

(c) Failure of the Borrower to obtain entry by the Bankruptcy Court in the Bankruptcy Cases of a bidding procedures order with respect to the Schedule 2 Transactions in form and substance acceptable to the Lenders no later than seven days after the Commencement Date (the "Bidding

Procedures Order”), which Bidding Procedures Order shall become final and non-appealable within 10 days after entry.

- (d) Failure of any of the milestones set forth on Schedule 5 to be satisfied within the time periods specified therefor.
- (e) Failure of the Borrower to obtain entry by the Bankruptcy Court in the Bankruptcy Cases of one or more final and non-appealable orders in form and substance acceptable to the Lenders approving the Schedule 2 Transactions no later than June 15, 2009.
- (f) Breach by the Borrower of the affirmative covenant with respect to the maintenance of adequate wholesale and retail financing, which breach shall continue unremedied for more than 3 business days (regardless of whether the Borrower is given notice of such breach).
- (g) Breach by the Borrower of any other covenant or agreement contained in the DIP Credit Documentation and such breach shall continue unremedied for more than 10 calendar days (or such other period as may be mutually agreed) after the date of delivery of written notice of such breach by either Lender to the Borrower.
- (h) Any representation or warranty made in the DIP Credit Documentation by the Borrower shall prove to have been incorrect in any material respect when made.
- (i) Any of the Bankruptcy Cases shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code; a trustee, receiver, interim receiver, receiver and manager, responsible officer or examiner with enlarged powers (having powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Bankruptcy Cases; or any other superpriority administrative expense claim or lien (other than the Carve-Out) which is pari passu with or senior to the claims or liens of the Lenders under the DIP Credit Facility shall be granted in any of the Bankruptcy

Cases without the prior written consent of the Lenders.

- (j) Other than payments authorized by the Bankruptcy Court, as required by the Bankruptcy Code, or as may be permitted in the DIP Credit Documentation or herein, the Credit Parties shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables.
- (k) The Bankruptcy Court shall enter an order or orders granting relief from the automatic stay to any creditor or party in interest (i) to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Credit Parties which have an aggregate value in excess of \$100,000,000 or (ii) to permit other actions that would have a material adverse affect on the Credit Parties or their estates.
- (l) Any judgments which are in the aggregate in excess of \$100,000,000 as to any postpetition obligation shall be rendered against the Credit Parties or any other material 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 10 calendar days; or there shall be rendered against the Credit Parties or any other material 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 change or a material adverse effect on the ability of the Credit Parties or any other material subsidiaries taken as a whole to perform their obligations under the DIP Credit Documentation 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 10 calendar days.
- (m) A plan shall be confirmed in any of the Bankruptcy Cases that does not provide for termination of the Commitment and payment in full in cash of all of the Credit Parties' obligations under the DIP Credit

Facility on the effective date of such plan of reorganization or liquidation, or any order shall be entered dismissing any of the Bankruptcy Cases and which order does not provide for termination of the Commitment and payment in full in cash of all of the Credit Parties' obligations under the DIP Credit Facility; or any of the Credit 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.

- (n) Any DIP Credit Documentation shall cease to be effective or shall be contested by the Borrower or any of the other Credit Parties.
- (o) The filing of a motion, pleading or proceeding by any of the Borrower or the other Credit Parties which could reasonably be expected to result in a material impairment of the rights or interests of the Lenders under the DIP Credit Documentation, 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 the Lenders under the DIP Credit Documentation.
- (p) (i) Any order shall be entered reversing, amending, supplementing, staying for a period in excess of 5 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 with respect to the DIP Credit Facility shall otherwise cease to be in full force and effect, or (iii) any of the Credit Parties or any subsidiary shall fail to comply with the Orders.
- (q) The Credit 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 Credit Parties or any other material subsidiaries of the Borrower shall do so, and such application is not contested in good faith by the Credit Parties or any other material subsidiaries of the Borrower and the relief requested is granted in an order that is not stayed pending appeal.

- (r) Such other usual and customary events of default that are reasonably requested by the Lenders, including nonpayment fees or other amounts after a grace period to be agreed upon; cross-defaults (including to the Canadian Facility); certain ERISA events; and a change of control (the definition of which is to be agreed).

Voting:

Amendments and waivers with respect to the DIP Credit Documentation shall require the approval of Lenders holding not less than a majority of the aggregate amount of the outstanding Loans and unused commitments under the DIP Credit Facility (the “Required Lenders”), except that (a) the consent of each Lender directly affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of final maturity of any Loan, (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 under the DIP Credit Facility provided to any Credit Parties or any of their subsidiaries from that specified in the Approved Budget, and (vi) modifications to the pro rata treatment and sharing provisions of the Credit Documentation, and (b) the consent of 100% of the Lenders shall be required with respect to (i) modifications to any of the voting percentages, (ii) (x) prior to the consummation of the Schedule 2 Transactions, the release or subordination of any of the Guarantors or a material portion of the collateral other than in connection with the Schedule 2 Transactions, and (y) after the consummation of the Schedule 2 Transactions, the release or subordination of all or substantially all of the Guarantors or all or substantially all of the collateral, and (iii) the assignment, delegation or other transfer by any Credit Party of any of its rights and obligations under the DIP Facility.

Any determinations, approvals or actions specified to be made or taken by the Lenders under the DIP Credit Documentation shall be by the Required Lenders.

Sharing:

If any Lender (a “Benefitted Lender”) shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof in a greater proportion than any such payment to or collateral

received by any other Lender, if any, in respect of such other Lender's Loans, or interest thereon, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders. For the avoidance of doubt, this section will not include any payment received by EDC and its nominees, participants and assigns pursuant to the obligations under the Canadian Facility.

Assignments and Participations:

Neither the Borrower nor any other Credit Party shall be permitted to assign or otherwise transfer any of their rights or obligations under the DIP Credit Documentation. Each Lender may assign or otherwise transfer its Loans and Commitment to any other branch, division or agency of the United States or Canadian governments, together with any related rights and obligations thereunder, without the consent of the Borrower.

Expenses and Indemnification:

The Borrower shall pay all out-of-pocket expenses of each Lender (including the fees, disbursements and other charges of each of their counsel) in connection with the enforcement of the DIP Credit Documentation and the rights of each Lender thereunder.

Each Lender (and its affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (except to the extent resulting from the gross negligence or willful misconduct of the indemnified party), and expenses incurred in connection with any default in respect of the DIP Credit Facility and any exercise of remedies in respect thereof.

Each Credit Party shall be responsible for and hold each Lender and related persons (the "Lender Parties") harmless from all withholding taxes imposed on any payment under the DIP Credit Facility other than withholding taxes that exist on the date the Lender becomes a Lender, withholding taxes that could be eliminated or reduced by the Lender providing tax forms, certifications, or other documentation,

and withholding taxes arising as a result of any present or former connection by the Lender with the taxing jurisdiction, other than any such connection arising solely from the Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Credit Facility. In the event any withholding tax is required under applicable law, the Credit Parties shall make such additional payments such that the payments received by the Lender Parties equals the amount of payments the Lender Parties would have received absent such withholding tax. If the Lender receives the benefit of a tax refund, credit or other benefit in respect of additional amounts payable hereunder, the Lender shall within 30 days after the date of such receipt pay over the amount of such refund or credit (to the extent so attributable) to the Borrower, net of all reasonable out-of-pocket third party expenses of such Lender related to claiming such refund or credit.

Governing Law and Forum:

The DIP Credit Facility will provide that (a) the Credit Parties will submit to the non-exclusive jurisdiction and venue of the Bankruptcy Court, or in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, then in any state or federal court of competent jurisdiction in the state, county and city of New York, borough of Manhattan; and shall waive any right to trial by jury, and (b) the Credit Parties that are not United States entities will submit to the non-exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in the state, county and city of New York, borough of Manhattan and shall waive any right to trial by jury. New York law shall govern the DIP Credit Documentation.

Counsel to the Treasury:

Cadwalader, Wickersham & Taft LLP.

Counsel to EDC:

Vedder Price P.C.

Commitments

<u>Name</u>	<u>Commitment Percentage</u>
Treasury	74%
EDC	26%
Total	100%

Interest and Certain Fees

Interest Rate: The Loans comprising each borrowing shall bear interest (the “Interest Rate”) at a rate per annum equal to the sum of the Eurodollar Rate plus the Applicable Margin.

As used herein:

“Applicable Margin” means 3.0%.

“Eurodollar Rate” shall mean with respect to each Loan, the greater of (a) the Eurodollar Rate Floor and (b) the rate (adjusted for statutory reserve requirements for eurocurrency liabilities) for eurodollar deposits for a period equal to three months (each, an “Interest Period”) appearing on Reuters Screen LIBOR01 Page or if such rate ceases to appear on Reuters Screen LIBOR01 Page, on any other service providing comparable rate quotations at approximately 11:00 a.m., London time.

“Eurodollar Rate Floor” means 2.0%.

Interest Payment Dates: The last day of each relevant Interest Period and the Maturity Date (each, an “Interest Payment Date”).

Default Rate: At any time when the Borrower is in default under the DIP Credit Facility, (i) all outstanding Loans under the DIP Credit Facility shall bear interest at 5% above the rate otherwise applicable thereto, which in the sole discretion of the Lenders, may be the base rate plus 2%, and (ii) all other outstanding obligations shall bear interest at 5% above the rate per annum equal to the base rate plus 2%.

Interest Rate Basis: All per annum rates shall be calculated on the basis of a year of 360 days for actual days elapsed.

Guarantors

Alpha Holding LP
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 Investment Holdings LLC
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

Description of
Required Transactions

[NewCo or Plan B Transactions]

Financial Reporting

1. Form of 13-Week Cash Flow Projections
2. Form of Weekly Variance Reports

Schedule 4

Variance Percentages
(by week)

Week commencing on:	Borrowing variance:	Disbursement Variance:
May 4	20%	20%
May 11	20%	20%
May 18	15%	15%
May 25 and thereafter	10%	10%

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 9, 2009.
3. The Borrower shall have accepted all bids from all Potential Bidders participating in the in-court 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 have closed the Schedule 2 Transactions on or before June 27, 2009.