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Final Order signed on 5/20/2009 approving a DIP credit facility and authorizing the debtors to obtain post-petition financing pursuant thereto, granting related liens and super-priority status, and granting adequate protection (docket 1309 of Chrysler)

Arthur J. Gonzalez

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

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

**FINAL 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, AND (C) GRANTING ADEQUATE PROTECTION TO CERTAIN
PRE-PETITION SECURED PARTIES**

THIS MATTER having come before this Court by 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 a final order (the “Final 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, as amended by the First Amendment dated

as of the date hereof, in substantially the form annexed as Exhibit 2 (as the same may be further 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 \$4,960,000,000 (the “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 all avoidance actions arising under chapter 5 of the Bankruptcy Code and applicable state law); and all proceeds, rents and products of the foregoing that are not subject to non-avoidable, valid and perfected liens in existence as of the Petition Date (as defined herein) (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 (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 (except 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 Liens 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), (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, and (C) reimbursement by the Debtors of all reasonable expenses incurred in the course of these chapter 11 cases by the Third Priority Lender and its professional advisors and counsel;

(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 and their professional advisors and counsel under the DIP Credit Facility, as the same become due including all reasonable expenses incurred in the course of these chapter 11 cases by the DIP Lenders and their professional advisors and counsel, all as and to the extent provided in the DIP Credit Facility; and

(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 Final Order.

This Court having considered the Motion and the DIP Credit Facility the papers in support thereof and the papers in response thereto; and due and proper notice of the Motion having been provided in accordance with Bankruptcy Rules 2002, 4001, and 6004, and Local Bankruptcy Rule 4001 as reflected in the Affidavit of Service (Docket No. 182) filed with the Court on May 3, 2009; 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 the Court having entered an order granting the interim relief requested in the Motion (the “Interim Order”); and the Court having held a final hearing with respect to the Motion on May 20, 2009 (the “Final Hearing”) and it appearing that granting the 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 upon consideration of the evidence presented, proffered or adduced at the Interim Hearing, the Final 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 any other evidence presented at the Final Hearing; and upon the arguments of counsel; and after due deliberation and consideration and good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING AND THE FINAL 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; the United States Trustee appointed the Official Committee of Unsecured Creditors (the "Committee") on May 5, 2009.

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 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 relief provided in this Final 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 (i) was allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense, (ii) would have priority over all other administrative expenses specified in sections 503(b) and 507(b) of the Bankruptcy Code, (iii) would be secured solely by a lien on property of the Debtors' estates that is not otherwise subject to a lien, or (iv) 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 together with the Adequate Protection Claim and the Adequate Protections Liens granted pursuant to this Final Order, constitute 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 loans and extensions of credit authorized and in the

Interim Order are supported by reasonably equivalent value and fair consideration and the terms of the DIP Credit Facility are fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties. Any credit extended, loans made, or funds advanced to the Debtors' pursuant to this Final Order, the Interim Order or the DIP Credit Facility is deemed to be so extended, made or permitted to be used in good faith by the DIP Lenders as required by and within the meaning of section 364(e) of the Bankruptcy Code. As good faith lenders, the DIP Lenders' claims, super-priority status, security interests and liens and other protections arising from or granted pursuant to this Final Order and the DIP Credit Facility will not be affected by any subsequent reversal, modification, vacatur or amendment of this Final 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 were binding on the Debtors immediately upon entry of the Interim Order, and shall be binding upon the Committee or any other statutory committee and all other parties in interest sixty (60) days after entry of this Final Order if, prior to the expiration of such sixty (60) day period, the 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 or Third Priority Lender, (b) the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the DIP Lenders or Third Priority Lender 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, by separate order, 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, and the time and location of the Final 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 adequate and sufficient.

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

1. The Motion is granted to the extent provided in this Final Order. All objections to the Motion heretofore not withdrawn or resolved by the Final Order are overruled on the merits in all respects. The Debtors are authorized, pursuant to sections 364(c) and (d) of the Bankruptcy Code, to obtain post-petition financing up to the maximum aggregate amount of the Commitment, on a super-priority and secured basis, pursuant and subject to the terms and conditions of the DIP Credit Facility and this Final Order including, without limitation, the budget annexed as Exhibit 3 and the DIP Credit Facility is approved.

2. The Debtors are hereby authorized to (A) enter into the DIP Credit Facility and are authorized and directed 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 and their professional advisors and counsel 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 Final Order, the Debtors' obligations under the DIP Credit Facility (including the Additional Notes) shall constitute final, 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 Final 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 upon entry of this 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 loans, reimbursement obligations and any other indebtedness or 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 or hereunder, including, without limitation, all principal, accrued interest, costs, fees, expenses and all 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 (including, without limitation, all Adequate Protection Claims) against each 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), 506(c) 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 only 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 in paragraph (iv) 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 any debt with priority equal to or greater than the DIP Credit Facility. For the avoidance of doubt, notwithstanding anything to the contrary in this Final Order, the Interim Order or the DIP Credit Facility, the Permitted Liens shall include any valid, perfected prepetition senior liens in any property of the Debtors' estates (or non-avoidable valid liens in existence as of the Petition Date that are subsequently perfected only as permitted by section 546(b) of the Bankruptcy Code), including but not limited to valid, perfected prepetition senior statutory and possessory liens, and recoupment and setoff rights. Further, nothing in this Final Order, in the Interim Order or the DIP Credit Facility shall in any way impair the right of any claimant with respect to any alleged reclamation right or impair the ability of a claimant to seek adequate protection with respect to any alleged reclamation right. Provided, however, that nothing in this Final Order, the Interim Order or the DIP Credit Facility, shall prejudice any rights, defenses, objections or counterclaims that the Debtors, the DIP Lenders, the First Lien Agent, the Committee or any other party in interest may have with respect to the validity or priority of such asserted liens or rights, or the type (or amount), if any of required adequate protection.

7. Except as expressly agreed by the DIP Lenders, the obligations of the Debtors including, without limitation, all obligations under the Additional Notes (as defined in the DIP Credit Facility), 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 DIP 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 in paragraph (v) hereof, 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 priorities as provided in this Final 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 Final 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 Final 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, each Debtor waives any discharge as to any remaining obligations under the DIP Credit Facility including, without limitation, the Additional Notes.

11. This Final 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 and the Third Priority Lender to the priorities set forth herein. The DIP Liens and Super-priority Claim granted to the DIP Lenders pursuant to this Final Order and the DIP Credit Facility with respect to the property of the Debtors' estates shall be perfected by operation of law upon entry of this Final Order by the Court. The Debtors may execute, and the DIP Lenders or the Third Priority Lender, as applicable, are hereby authorized to file 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 any DIP Lender or Third Priority Lender, to execute, file and record any such statements or instruments as the DIP Lenders or Third Priority Lender 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 Priority Lender, each in its 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

certified copy of this Final 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 certified copy of this Final Order for filing and recording, and to deem this Final 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 Final Order and any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by this Final Order or 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 Final 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) five 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 exercise such Debtor's rights (if any) 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 exercise their right (if any) to credit bid the DIP Liens in any such sale pursuant to section 363(k), or other applicable provision of the Bankruptcy Code or other applicable law, and the Debtors shall use best efforts (subject to applicable law) to exercise their rights (if any) 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 Final 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 (after application of all outstanding retainers held by those professionals) and allowed expenses of Committee Members in an aggregate amount not to exceed \$10,000,000 (plus all such professional fees and disbursements and Committee member expenses that are unpaid after application of all

outstanding retainers, 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, the Third Priority Lender or their claims or security interests in or liens on the Property granted under the DIP Credit Facility or this Final Order.

16. The DIP Lenders have acted in good faith in connection with the DIP Credit Facility, the Interim Order and this Final Order, and their reliance on the provisions of this Final Order when extending credit under the DIP Credit Facility will be in good faith. Accordingly, if any provision of this Final 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 exercise their right (if any) to credit bid the loans and the Additional Notes under the DIP Credit Facility (pursuant to section 363(k) or other applicable provision 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. Subject to the terms of the Cash Collateral Order entered with respect to the First Lien Collateral (the "Cash Collateral Order"), 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 to the extent set forth in the Cash Collateral Order.

19. In the event of any inconsistency between the terms and conditions of the DIP Credit Facility or the Interim Order and the terms and conditions of this Final Order, the terms and conditions of this Final 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 Final 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 Final 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 Final 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 Final Order (including, without limitation, the DIP Liens, Super-priority Claim, Adequate Protection Liens and Adequate Protection Claim 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 a final basis. Except as may be provided in this 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 Final Order, the provisions of the DIP Credit Facility and the provisions of this Final Order, including all findings of fact and conclusions of law set forth herein, shall, immediately upon entry of this Final Order in these cases, become valid and binding upon the Debtors, the DIP Lenders, the Third Priority Lender, 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 or in the DIP Credit Facility, 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 the Debtors at any time prior to the Maturity Date unless any of the Debtors has breached the Master Transaction Agreement (as defined in the DIP Credit Facility), 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 Final 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). Notwithstanding the forgoing and anything to the contrary herein or in the DIP Credit Facility, an amount of the Commitment equal to \$600,000,000 shall be funded solely by the United States Department of the Treasury to finance the Initial Transfer and the Second Transfer (each as defined in and pursuant to the Master Transaction Agreement dated as of May __, 2009 among

the United States Department of the Treasury, GMAC LLC, U.S. Dealer Automotive Receivables LLC and Chrysler LLC).

24. Notwithstanding anything to the contrary herein or in the DIP Credit Facility, the DIP Credit Facility shall be amended as set forth in Exhibit 2.

25. The Debtors shall serve copies of this Final Order within three (3) business days after the date this Final Order is entered in these cases, on the following: (A) all parties that received notice of the Final 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.

26. The Debtors have provided adequate and sufficient notice of this Final Order as required under section 364 of the Bankruptcy Code, Rule 4001 of the Federal Rules of Bankruptcy Procedure and Rule 4001-2 of the Local Rules of Bankruptcy Procedure.

27. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the DIP Credit Facility, the Interim Order and this Final 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 20, 2009
New York, New York

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