

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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Chrysler Group LLC

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 24, 2011

CHRYSLER GROUP LLC

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

000-54282

(Commission File Number)

27-0187394

(IRS Employer Identification No.)

1000 Chrysler Drive, Auburn Hills, Michigan

(Address of principal executive offices)

48326

(Zip Code)

Registrant's telephone number, including area code: (248) 512-2950

Former name or former address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 1.01. Entry into a Material Definitive Agreement.

On May 24, 2011, Chrysler Group LLC (the “Company”) entered into a Senior Credit Agreement among the Company, the guarantors named on the signature pages thereto, the lenders named therein, and Citibank, N.A. as administrative agent and collateral agent (the “Senior Credit Agreement”) relating to the senior credit facilities providing for (i) a \$3.0 billion principal amount Tranche B term loan (the “Tranche B Term Facility”); and (ii) a \$1.3 billion revolving credit facility (the “Revolving Facility” and, together with the Tranche B Term Facility, the “Senior Credit Facilities”). For a description of the material terms of the Senior Credit Agreement and the Senior Credit Facilities, see the information set forth below in Item 2.03, which is incorporated by reference into this Item 1.01.

On May 24, 2011, the Company and CG Co-Issuer Inc., a wholly owned subsidiary of the Company (the “Co-Issuer”), entered into an Indenture, among the Company, the Co-Issuer, the guarantors named on the signature pages thereto, Wilmington Trust FSB, as trustee and Citibank, N.A., as collateral agent, paying agent, registrar and authenticating agent (the “Indenture”), relating to the Company’s issuance of \$1.5 billion aggregate principal amount of its 8% Secured Senior Notes due 2019 (the “2019 Notes”) and \$1.7 billion aggregate principal amount of its 8 1/4% Secured Senior Notes due 2021 (the “2021 Notes,” and together with the 2019 Notes, the “Notes”). The 2019 Notes and the 2021 Notes were each issued at par. A copy of the Indenture is attached hereto as Exhibit 4.2 and incorporated herein by reference. For a description of the material terms of the Indenture and the Notes, see the information set forth below under Item 2.03, which is incorporated by reference into this Item 1.01.

Item 1.02. Termination of a Material Definitive Agreement.

On May 24, 2011, the Company delivered a prepayment and termination notice to the U.S. Department of the Treasury (the “U.S. Treasury”) stating its intention to prepay all amounts owed under the first lien credit facility, dated as of June 10, 2009, by and between Chrysler Group LLC and the U.S. Department of the Treasury, as lender (the “U.S. Treasury first lien credit agreement”) and to terminate all lending commitments thereunder. On May 20, 2011, Chrysler Canada Inc. delivered a prepayment and termination notice to Export Development Canada stating its intention to prepay all amounts owed under the amended and restated loan agreement, dated as of June 10, 2009, among Chrysler Canada Inc., as borrower, the other loan parties thereto, and Export Development Canada, as lender (the “EDC credit agreement”) and to terminate all lending commitments thereunder.

On May 24, 2011, the Company repaid all amounts owed under the U.S. Treasury first lien credit agreement and terminated all lending commitments thereunder. On May 24, 2011, the Company repaid all amounts owed under the EDC credit agreement and terminated all lending commitments thereunder.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**Senior Credit Agreement**

On May 24, 2011, the Company entered into the Senior Credit Facilities. Each of the Company’s existing and subsequently acquired or organized domestic, principal operating subsidiaries are or will be guarantors under the Senior Credit Facilities, subject to certain limited exceptions.

The Senior Credit Facilities provide for borrowings of up to \$4,300 million, including a \$3,000 million senior secured Tranche B term loan facility (the “Tranche B Term Facility”), that was drawn on May 24, 2011 and a \$1,300 million senior secured revolving credit facility (the “Revolving Facility”), which may be borrowed, repaid and reborrowed after May 24, 2011 until May 24, 2016, the maturity date of the Revolving Facility. A portion of the Revolving Facility will be made available for the issuance of letters of credit. The maturity date for the Tranche B Term Facility will be May 24, 2017. Prior to the final maturity date of each of the facilities, the Company has the right to extend the maturity date of all or a portion of any of the facilities with the consent of the lenders whose loans or commitments are being extended, and the Company also has the right to increase the amount of the Senior Credit Facilities in an aggregate principal amount not to exceed \$1,200 million, either through an additional term loan or an increase in the Revolving Facility, subject to certain conditions.

The outstanding principal amount of the Tranche B Term Facility will be payable in equal quarterly installments amounting to 0.25 percent of the original amount thereof, with the remaining balance due on the final maturity date of the Tranche B Term Facility. No amortization will be required with respect to the Revolving Facility.

All loans outstanding under the facilities will bear interest, at the Company’s option, either at a base rate plus 3.75 percent per annum or at the reserve-adjusted Eurodollar rate plus 4.75 percent per annum. For the Tranche B Term Facility, a reserve-adjusted Eurodollar rate floor of 1.25 percent per annum and a base rate floor of 2.25 percent per annum will apply.

The Company will pay commitment fees equal to 0.75 percent per annum (subject to reduction to 0.50 percent per annum based on the Company’s total leverage ratio) times the daily average undrawn portion of the Revolving Facility. Commitment fees will be payable quarterly in arrears. In addition, the Company will pay closing fees to each lender on the closing date.

Before the third anniversary of the closing date of the Senior Credit Facilities, if the Company voluntarily prepays all or any portion of the Tranche B Term Facility, the Company will be obligated to pay a call premium, which prior to the first anniversary will be based on a “make-whole” calculation, on and after the first anniversary but prior to the second anniversary will be 2.0 percent of the principal amount repaid, and on and after the second anniversary but prior to the third anniversary will be 1.0 percent of the principal amount repaid. On and after the third anniversary of the closing date of the Senior Credit Facilities, the Company may make voluntary prepayments under the Facilities without premium or penalty (other than breakage costs).

Mandatory prepayments will be required, subject to certain exceptions and basket amounts, from the net cash proceeds of asset sales or incurrence of additional indebtedness, insurance proceeds and excess cash flow (in the case of excess cash flow, subject to a leverage-based step-down, and only to the extent the Company’s liquidity exceeds a threshold). Mandatory prepayments will be applied, first, to the Tranche B Term Facility and, second, to any outstanding loans under the Revolving Facility.

The Senior Credit Facilities are secured by a senior priority security interest in substantially all of the Company’s assets and the assets of the subsidiary guarantors under the Senior Credit Facilities (subject to certain exceptions, including certain assets that may secure a proposed credit facility with the Department of Energy in connection with the Advanced Technology Vehicles Manufacturing Loan Program), including 100 percent of the equity interests in domestic subsidiaries and 65 percent of the equity interests in foreign subsidiaries held directly by the Company and the subsidiary guarantors under the Senior Credit Facilities.

The Senior Credit Agreement contains financial covenants that will require the Company to maintain a minimum ratio of borrowing base to covered debt of 1.10 to 1.00 and minimum liquidity of \$3.0 billion based on calculations to be made under the Senior Credit Agreement. The Senior Credit Agreement includes several affirmative covenants including requirements to deliver financial statements and other reports and to maintain ratings. The Senior Credit Agreement also contains several negative covenants, including limitations on incurrence, repayment and prepayment of indebtedness and on liens, restricted payments, limitations on transactions with affiliates, hedging agreements and sale and leaseback transactions, limitations on fundamental changes, including certain asset sales and restrictions on certain subsidiary distributions.

The Senior Credit Agreement contains a number of events of default, such as failure to make payments when due, failure to comply with covenants, breaches of representations and warranties, change of control, cross-default with certain other debt and hedging agreements and the failure to pay certain material judgments.

The description set forth above is qualified in its entirety by the Senior Credit Agreement filed herewith as Exhibit 4.1 and incorporated herein by reference.

Indenture and Registration Rights Agreement

On May 24, 2011, the Company and the Co-Issuer issued \$1,500,000,000 aggregate principal amount of 2019 Notes and \$1,700,000,000 aggregate principal amount of 2021 Notes pursuant to the Indenture. The Notes were each issued at par. The Notes were sold in a private placement to (1) “qualified institutional buyers” in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”) and (2) outside the United States to persons who are not “U.S. persons” (as defined in Rule 902 of Regulation S under the Securities Act) in compliance with Regulation S under the Securities Act.

The 2019 Notes bear interest at a rate of 8% per annum and mature on June 15, 2019. The 2021 Notes bear interest at a rate of 8 1/4% per annum and mature on June 15, 2021. Interest on each series of the Notes will be payable semi-annually on June 15 and December 15 of each year, starting on December 15, 2011, to the holders of record of such Notes at the close of business on the June 1 or December 1, respectively, preceding such interest payment date. The Indenture contains covenants that will limit the Company’s ability and, in certain instances, the ability of certain of the Company’s subsidiaries to (i) pay dividends or make distributions on the Company’s capital stock or repurchase the Company’s capital stock; (ii) make certain restricted payments; (iii) create liens or enter into sale and leaseback transactions; (iv) enter into transactions with affiliates; (v) merge or consolidate with another company; and (vi) transfer and sell assets. These covenants include certain exceptions.

The Company, at its option, may at any time and from time to time redeem all or any portion of the 2019 Notes on not less than 30 and not more than 60 days’ prior notice mailed to the holders of the 2019 Notes to be redeemed. Prior to June 15, 2015, the 2019 Notes will be redeemable at a price equal to the principal amount of the 2019 Notes being redeemed, plus accrued and unpaid interest to the date of redemption and a “make-whole” premium calculated under the Indenture. The Company, at any time prior to June 15, 2014, may also redeem up to 35% of the aggregate principal amount of the 2019 Notes, at a redemption price equal to 108% of the principal amount of the 2019 Notes being redeemed with the net cash proceeds from certain equity offerings. On and after June 15, 2015, the 2019 Notes are redeemable at redemption prices specified in the Indenture, plus accrued and unpaid interest to the date of redemption. The redemption price initially is 104% of the principal amount of the 2019 Notes being redeemed for the twelve months beginning June 15, 2015, declining to 102% for the year beginning June 15, 2016, and to par on and after June 15, 2017.

The Company, at its option, may at any time and from time to time redeem all or any portion of the 2021 Notes on not less than 30 and not more than 60 days' prior notice mailed to the holders of the 2021 Notes to be redeemed. Prior to June 15, 2016, the 2021 Notes will be redeemable at a price equal to the principal amount of the 2021 Notes being redeemed, plus accrued and unpaid interest to the date of redemption and a "make-whole" premium calculated under the Indenture. The Company, at any time prior to June 15, 2014, may also redeem up to 35% of the aggregate principal amount of the 2021 Notes, at a redemption price equal to 108.25% of the principal amount of the 2021 Notes being redeemed with the net cash proceeds from certain equity offerings. On and after June 15, 2016, the 2021 Notes are redeemable at redemption prices specified in the Indenture, plus accrued and unpaid interest to the date of redemption. The redemption price initially is 104.125% of the principal amount of the 2021 Notes being redeemed for the twelve months beginning June 15, 2016, declining to 102.75% for the year beginning June 15, 2017, to 101.375 for the year beginning June 15, 2018 and to par on and after June 15, 2019.

The Indenture provides for customary events of default, including: nonpayment, breach of the covenants in the Indenture, payment defaults or acceleration of other indebtedness, a failure to pay certain judgments and certain events of bankruptcy, insolvency and reorganization. If any event of default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the Notes outstanding under one of the series may declare all the Notes of that series to be due and payable immediately, together with interest, if any, accrued thereon.

Under the terms of a Registration Rights Agreement, the Company has agreed to register notes having substantially identical terms as the Notes with the Securities and Exchange Commission as part of an offer to exchange freely tradable exchange notes for the Notes.

The description set forth above is qualified in its entirety by the Indenture and the Registration Rights Agreement filed herewith as exhibits.

Copies of the Indenture and of the Registration Rights Agreement are attached hereto as Exhibit 4.2 and Exhibit 4.3, respectively, and incorporated herein by reference.

Item 8.01. Other Events.

On May 24, 2011, Fiat North America LLC ("Fiat") acquired 261,225 Class A membership interests in the Company representing an incremental 16 percent fully-diluted ownership interest pursuant to the terms of the Company's Amended and Restated Limited Liability Company Operating Agreement (the "LLC Operating Agreement") at an exercise price of \$1,268 million. The Company expects Fiat's ownership interest to increase to 51 percent before the end of 2011 upon the occurrence of the third and final Class B Event described in the LLC Operating Agreement.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

- 4.1 Senior Credit Agreement, dated as of May 24, 2011, among the Company, the guarantors named on the signature pages thereto, the lenders named therein, and Citibank, N.A. as administrative agent and collateral agent.
- 4.2 Indenture, relating to the Notes, dated as of May 24, 2011, among the Company, the Co-Issuer, the guarantors named on the signature pages thereto and Wilmington Trust FSB, as trustee and Citibank, N.A., as collateral agent, paying agent, registrar and authenticating agent.
- 4.3 Registration Rights Agreement, dated as of May 24, 2011, among the Company, the Co-Issuer, the guarantors named on the signature pages thereto, Merrill Lynch, Pierce, Fenner & Smith Inc., Goldman, Sachs & Co., Citigroup Global Markets Inc. and Morgan Stanley & Co. Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 24, 2011

CHRYSLER GROUP LLC
(Registrant)

/s/ Richard K. Palmer

Richard K. Palmer
Senior Vice President and Chief Financial Officer

Exhibit Index

<u>Exhibit Number</u>	<u>Description</u>
4.1	Senior Credit Agreement, dated as of May 24, 2011, among the Company, the guarantors named on the signature pages thereto, the lenders named therein, and Citibank, N.A. as administrative agent and collateral agent.
4.2	Indenture, relating to the Notes, dated as of May 24, 2011, among the Company, the Co-Issuer, the guarantors named on the signature pages thereto and Wilmington Trust FSB, as trustee and Citibank, N.A., as collateral agent, paying agent, registrar and authenticating agent.
4.3	Registration Rights Agreement, dated as of May 24, 2011, among the Company, the Co-Issuer, the guarantors named on the signature pages thereto, Merrill Lynch, Pierce, Fenner & Smith Inc., Goldman, Sachs & Co., Citigroup Global Markets Inc. and Morgan Stanley & Co. Inc.

CREDIT AGREEMENT

dated as of May 24, 2011,

among

CHRYSLER GROUP LLC,

**CERTAIN SUBSIDIARIES OF CHRYSLER GROUP LLC,
as Borrowing Subsidiaries,**

THE LENDERS PARTY HERETO

**CITIBANK, N.A.,
as Administrative Agent**

and

**CITIBANK, N.A.,
as Collateral Agent**

**MORGAN STANLEY SENIOR FUNDING, INC., GOLDMAN SACHS LENDING
PARTNERS LLC, CITIGROUP GLOBAL MARKETS INC. AND MERRILL LYNCH,
PIERCE, FENNER & SMITH INCORPORATION,
as Joint Lead Arrangers and Joint Bookrunners**

**MORGAN STANLEY SENIOR FUNDING, INC., GOLDMAN SACHS LENDING
PARTNERS LLC AND MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATION,
as Syndication Agents**

**MORGAN STANLEY SENIOR FUNDING, INC., GOLDMAN SACHS LENDING
PARTNERS LLC AND MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATION,
as Documentation Agents**

US\$4,300,000,000 Senior Secured Credit Facilities

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	D	Borrowing Base Certificate
	E	Certificate re Non-Bank Status
	F	Closing Date Certificate
	G	Compliance Certificate
	H	Conversion/Continuation Notice
	I	Funding Notice
	J	Guarantee and Collateral Agreement
	K	Intercompany Note
	L	Intercreditor Agreement
	M	Issuance Notice
	N	Mortgage
	O	Permitted Additional First Lien Intercreditor Agreement

CREDIT AGREEMENT dated as of May 24, 2011, among **CHRYSLER GROUP LLC**, a Delaware limited liability company (the “**Company**”); **CERTAIN SUBSIDIARIES OF THE COMPANY** party hereto, as Borrowing Subsidiaries; the **LENDERS** party hereto; and **CITIBANK, N.A.** (“**Citibank**”), as Administrative Agent, and **CITIBANK, N.A.**, acting through its agency and trust department, as Collateral Agent.

The Lenders have agreed to make credit facilities available to the Borrowers (as defined below) in an aggregate principal amount of US\$4,300,000,000, consisting of Tranche B Term Loans in an aggregate principal amount of US\$3,000,000,000 and Revolving Commitments in an aggregate initial amount of US\$1,300,000,000.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. As used in this Agreement (including recitals hereto), the following terms have the meanings specified below:

“**956 Subsidiary**” means any Subsidiary of the Company that is (i) a Foreign Subsidiary that is a “controlled foreign corporation” within the meaning of Section 957 of the Code, which, if it guaranteed the Obligations of the Company, would result in deemed dividends to the Company or its owners pursuant to Section 956 of the Code or (ii) a Subsidiary of a Subsidiary that is described in clause (i) of this definition, which, if it guaranteed the Obligations of the Company, would result in deemed dividends to the Company or its owners pursuant to Section 956 of the Code.

“**ABS Subsidiary**” means a direct or indirect Canadian Subsidiary of the Company that enters into asset-backed securities transactions with respect to vehicle leases originated under the Gold Key Lease Program or any other similar program.

“**Accounting Changes**” means changes in accounting principles (including with respect to accounting for leases as either operating leases or capital leases) required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants, the International Accounting Standards Board or the SEC, as applicable.

“**Acquisition Consideration**” means, with respect to any acquisition, the purchase consideration for such acquisition and all other payments by the Company or any Subsidiary to the transferor, or any Affiliates thereof, in exchange for, or as part of, or in connection with, such acquisition, whether paid in Cash or by exchange of Equity Interests or of other properties and whether payable at or prior to the consummation of such acquisition or deferred for payment at any future time, whether or not any such future payment is subject to the occurrence of any contingency, and including any and all payments representing any assumptions of Indebtedness, “earn-outs” and other agreements to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of the Persons or assets acquired.

“Additional Guarantor” means the Co-Issuer Subsidiary and each other Subsidiary of the Company (other than any Excluded Subsidiary or Transparent Subsidiary).

“Additional Intercreditor Agreement” means an intercreditor agreement on terms substantially similar to the Intercreditor Agreement and reasonably satisfactory to the Administrative Agent and the Collateral Agent.

“Additional Senior Second Lien Notes” means senior secured notes issued by the Company and the Co-Issuer Subsidiary pursuant to any Additional Senior Second Lien Notes Indenture

“Additional Senior Second Lien Notes Indenture” means any indenture entered into by and among the Company, the Co-Issuer Subsidiary, the other Credit Parties party thereto as guarantors, the trustee named therein, the collateral agent named therein and any paying agent or registrar named therein, the covenants, events of default, guarantees and other terms of which (other than interest rate, call features and redemption premiums), taken as a whole, are not more restrictive of the Company and its Subsidiaries than the terms of the Senior Second Lien Notes Indenture.

“Additional Senior Second Lien Notes Documents” means any Additional Senior Second Lien Notes Indenture and all other instruments, documents and agreements delivered by or on behalf of any Credit Party pursuant to any Additional Senior Second Lien Notes Indenture, including any instruments, documents and agreements delivered in order to grant to, or perfect in favor of, the applicable collateral agent, for the benefit of the holders of the applicable Additional Senior Second Lien Notes, a Lien on any property of such Credit Party as security for the obligations under the applicable Additional Senior Second Lien Notes Indenture; provided that each such instrument, document or agreement granting or perfecting any Lien on any property shall be in substantially the same form as the comparable Senior Second Lien Notes Document and the terms of all other instruments, documents and agreements delivered pursuant to any Additional Senior Second Lien Notes Indenture, taken as a whole, shall not be more restrictive of the Company and its Subsidiaries than the terms of the comparable Senior Second Lien Notes Documents.

“Adjusted Eurodollar Rate” means, for any Interest Period for a Eurodollar Rate Loan, the rate per annum obtained by dividing (and rounding upwards, if necessary, to the next 1/100 of 1%) (a) (i) the rate per annum determined by the Administrative Agent to be the offered rate that appears on the page of the Reuters Screen that displays an average British Bankers Association Interest Settlement Rate (such page currently being LIBOR01 page) for deposits with a term equivalent to such Interest Period in US Dollars, determined as of approximately 11:00 a.m. (London, England time) on the Interest Rate Determination Date for such Interest Period, or (ii) in the event the rate referenced in the preceding clause (i) does not appear on such page or if the Reuters Screen shall cease to be available, the rate per annum determined by the Administrative Agent to be the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits with a term equivalent

to such Interest Period in US Dollars, determined as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, or (iii) in the event the rates referenced in the preceding clauses (i) and (ii) are not available, the rate per annum equal to the offered quotation rate to first class banks in the London interbank market by the Administrative Agent for deposits in US Dollars in same day funds of US\$5,000,000 with maturities comparable to such Interest Period as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, by (b) an amount equal to (i) one minus (ii) the Applicable Reserve Requirement; provided that, notwithstanding the foregoing, in the case of Tranche B Term Loans, the Adjusted Eurodollar Rate shall at no time be less than 1.25% per annum.

“**Administrative Agent**” means Citibank, in its capacity as administrative agent for the Lenders hereunder and under the other Credit Documents, and its successors in such capacity as provided in Section 8. Unless the context requires otherwise, the term “Administrative Agent” shall include any Affiliate or foreign branch of Citibank through which Citibank shall perform any of its obligations in such capacity hereunder.

“**Adverse Proceeding**” means any action, suit, proceeding, hearing or investigation, in each case whether administrative, judicial or otherwise, by or before any Governmental Authority or any arbitrator, that is pending or, to the knowledge of the Company or any Subsidiary, threatened (in a written communication received by the Company or such Subsidiary) against or affecting the Company or any Subsidiary or any property of the Company or any Subsidiary.

“**Affected Lender**” as defined in Section 2.17(b).

“**Affected Loans**” as defined in Section 2.17(b).

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with the Person specified; provided that for purposes of Section 6.8, the term “Affiliate” means any Person (a) that directly or indirectly Controls or is under common Control with the Company (other than through the Company), (b) that is a director or an executive officer of the Company, (c) that directly or indirectly beneficially owns Equity Interests in the Company representing more than 10% of the aggregate ordinary voting power or the aggregate equity value represented by the issued and outstanding Equity Interests in the Company, (d) in which Fiat S.p.A. or, to the knowledge of the Company, any other Person (other than the United States Department of the Treasury) described in clause (c) directly or indirectly (other than through the Company) beneficially owns Equity Interests representing more than 10% of the aggregate ordinary voting power or the aggregate equity value represented by the issued and outstanding Equity Interests in such Person or (e) that directly or indirectly Controls or is under common Control with Fiat S.p.A. or, to the knowledge of the Company, any other Person (other than the United States Department of the Treasury) described in clause (c) (in each case, other than through the Company).

“**Agent**” means each of (a) the Administrative Agent, (b) the Collateral Agent, (c) the Documentation Agents, (d) the Syndication Agents and (e) any other Person appointed under the Credit Documents to serve in an agent or similar capacity.

“**Aggregate Amounts Due**” as defined in Section 2.16.

“**Agreement**” means this Credit Agreement dated as of May 24, 2011, as it may be amended, restated, supplemented or otherwise modified from time to time.

“**Ally**” means Ally Financial Inc.

“**Ally Reimbursement Agreement**” means the Ally Reimbursement Agreement, dated as of May 19, 2011, between Ally Financial Inc., U.S. Dealer Automotive Receivables Transaction LLC and the Company, as amended, supplemented or modified from time to time.

“**Applicable Rate**” means, for any day, (a) with respect to any Tranche B Term Loan, (i) 3.75% per annum, in the case of a Base Rate Loan, and (ii) 4.75% per annum, in the case of a Eurodollar Rate Loan, (b) with respect to any Revolving Loan, (i) 3.75% per annum, in the case of a Base Rate Loan, and (ii) 4.75% per annum, in the case of a Eurodollar Rate Loan and (c) with respect to Incremental Term Loans of any Series, the rate per annum specified in the Incremental Assumption Agreement establishing Incremental Term Loan Commitments of such Series. Nothing in this paragraph shall limit the rights of the Administrative Agent or any Lender under Section 2.9 or Section 7.

“**Applicable Reserve Requirement**” means, at any time, for any Eurodollar Rate Loan, the maximum rate, expressed as a decimal, at which reserves (including any basic, marginal, special, supplemental, emergency or other reserves) are required to be maintained by member banks with respect thereto against “Eurocurrency liabilities” (as such term is defined in Regulation D) under regulations issued from time to time by the Board of Governors or other applicable banking regulator. Without limiting the effect of the foregoing, the Applicable Reserve Requirement shall reflect any other reserves required to be maintained by such member banks with respect to (a) any category of liabilities that includes deposits by reference to which the applicable Adjusted Eurodollar Rate or any other interest rate of a Loan is to be determined or (b) any category of extensions of credit or other assets that includes Eurodollar Rate Loans. A Eurodollar Rate Loan shall be deemed to constitute Eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefit of credit for proration, exceptions or offsets that may be available from time to time to the applicable Lender. The rate of interest on Eurodollar Rate Loans shall be adjusted automatically on and as of the effective date of any change in the Applicable Reserve Requirement.

“**Applicable Revolving Commitment Fee Percentage**” means, with respect to the commitment fees payable in arrears hereunder on the last day of each calendar quarter, the applicable rate per annum set forth below under the caption “Applicable Revolving Commitment Fee Percentage”, based upon the Leverage Ratio calculated as of the end of the immediately preceding Fiscal Quarter.

<u>Leverage Ratio</u>	<u>Applicable Revolving Commitment Fee Percentage</u>
≥ 2.25:1.00	0.75%
< 2.25:1.00	0.50%

Notwithstanding the foregoing, for purposes of this definition, until the date of delivery of the consolidated financial statements pursuant to Section 5.1(b), and of the related Compliance Certificate pursuant to Section 5.2(a), as of and for the Fiscal Quarter ending June 30, 2011, the Applicable Revolving Commitment Fee Percentage shall be determined as if the

Leverage Ratio then in effect were greater than or equal to 2.25:1.00. No change in the Applicable Revolving Commitment Fee Percentage shall be effective until the first Business Day after the date on which the Administrative Agent shall have received the applicable consolidated financial statements pursuant to Section 5.1(a) or 5.1(b) and the related Compliance Certificate pursuant to Section 5.2(a). Notwithstanding the foregoing, the Applicable Revolving Commitment Fee Percentage shall be determined as if the Leverage Ratio were in excess of 2.25:1.00 (i) at any time that an Event of Default has occurred and is continuing or (ii) if Company has not delivered to the Administrative Agent such financial statements or certificate as and when required pursuant to Section 5.1(a), 5.1(b) or 5.2(a), during the period commencing on and including the day of the occurrence of a Default resulting therefrom until the delivery thereof. In the event that any financial statements or Compliance Certificate delivered pursuant to Section 5.1(a), 5.1(b) or 5.2(a) shall prove (at a time when this Agreement is in effect) to have been inaccurate, and such inaccuracy, if corrected, would have resulted in the application of a higher Applicable Revolving Commitment Fee Percentage for any period than the Applicable Revolving Commitment Fee Percentage applied for such period, then (a) the Company shall promptly deliver to the Administrative Agent a corrected Compliance Certificate for such period and (b) the Company shall pay to the Administrative Agent, for distribution to the Revolving Lenders, as additional fee compensation, an amount equal to the accrued commitment fees that should have been paid during such period but was not paid as a result of such inaccuracy.

“**Approved Electronic Communications**” means any notice, demand, communication, information, document or other material that any Borrower or other Credit Party provides to the Administrative Agent pursuant to any Credit Document or the transactions contemplated thereby that is distributed to the Agents, the Lenders or any Issuing Bank by means of electronic communications pursuant to Section 9.1(b).

“**Arrangers**” means MSSF, GSLP, CGMI and ML, each in its capacity as a joint lead arranger and joint bookrunner for the credit facilities established under this Agreement.

“**Asset Sale**” means any Disposition of property or series of related Dispositions of property (other than any Excluded Disposition) that yields Net Cash Proceeds to any one or more Group Members (valued at the initial principal amount thereof in the case of noncash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other noncash proceeds) in excess of (i) US\$50,000,000 for any Disposition (or series of related Dispositions) or (ii) US\$100,000,000 in the aggregate for all Dispositions, together with the Net Cash Proceeds of all Recovery Events, during any twelve month period (provided that, with respect to clause (ii), (A) only such Net Cash Proceeds in excess of US\$100,000,000 shall be required to be applied in accordance with Section 2.13(a), and (B) the terms “Disposition” and “Recovery Event” shall be deemed to exclude any Disposition (or series of related Dispositions) and any Recovery Event (or series of related Recovery Events), respectively, that yields Net Cash Proceeds of less than US\$5,000,000). The term “Asset Sale” shall not include any issuance of Equity Interests by the Company or any event that constitutes a Recovery Event.

“**Assignment Agreement**” means an Assignment and Assumption Agreement substantially in the form of Exhibit A, with such amendments or modifications thereto as may be approved by the Administrative Agent.

“**Assignment Effective Date**” as defined in Section 9.6(b).

“**Attributable Obligations**” means, in respect of a Sale/Leaseback Transaction, as at the time of determination, the present value (discounted at the interest rate implicit in the transaction) of the total obligations of the lessee for rental payments required to be paid during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended), determined in accordance with GAAP; provided, however, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby shall be determined in accordance with the definition of “Capital Lease Obligations”.

“**ATVM Assets**” means equipment and fixtures (as such terms are defined in the UCC as in effect in the State of New York), improvements to real properties, contract rights relating to construction in progress and Intellectual Property (other than Principal Trade Names and other trademarks or rights therein or applications therefor) that under the EISA and the rules and regulations of the DOE are eligible for financing under the ATVM Program.

“**ATVM Program**” means the DOE’s Advanced Technology Vehicles Manufacturing Incentive Program authorized by section 136 of the EISA.

“**Auburn Hills Agreement**” means the Loan Agreement dated as of August 3, 2007, between Auburn Hills Owner LLC, an indirect Wholly Owned Subsidiary of the Company, and Citigroup Global Markets Realty Corp., relating to and secured by a mortgage on the headquarters and technology center property located in Auburn Hills, Michigan, and any Permitted Refinancing thereof.

“**Auto Finance Operating Agreement**” means the Auto Finance Operating Agreement dated as of April 30, 2009, between the Company (as assignee of Chrysler LLC) and Ally (f/k/a GMAC LLC), and all other related documentation, each as amended, supplemented or modified from time to time in accordance with Section 6.12.

“**Available Liquidity**” means, as of any date of determination, the sum of (a) the aggregate amount of Balance Sheet Cash, Cash Equivalents and Marketable Securities, in each case held by the Company and Group Members that are Wholly Owned Subsidiaries, excluding any Restricted Cash, each as of such date, plus (b) the amount of the Total Revolving Commitments available for the making of Revolving Loans on such date.

“**Balance Sheet Cash**” means cash, as it is included on the consolidated balance sheet of the Company and its Subsidiaries in accordance with GAAP.

“**Bankruptcy Code**” means Title 11 of the United States Code entitled “Bankruptcy”.

“**Base Rate**” means, for any day, the rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the Adjusted Eurodollar Rate that would be applicable to a Eurodollar Rate Loan with an Interest Period of one month commencing on such day plus 1%; provided that, notwithstanding the foregoing, in the case of Tranche B Term Loans, the Base Rate shall at

no time be less than 2.25% per annum. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate shall be effective on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate, as the case may be.

“**Base Rate Borrowing**” means a Borrowing comprised of Loans that are Base Rate Loans.

“**Base Rate Loan**” means a Loan bearing interest at a rate determined by reference to the Base Rate.

“**Board of Governors**” means the Board of Governors of the United States Federal Reserve System.

“**Borrowers**” means, collectively, the Company and the Borrowing Subsidiaries, and each, a “**Borrower**”.

“**Borrower Joinder Agreement**” means a Borrower Joinder Agreement substantially in the form of Exhibit B.

“**Borrower Termination Agreement**” means a Borrower Termination Agreement, substantially in the form of Exhibit C.

“**Borrowing**” means Loans of the same Class and Type made, converted or continued on the same date and, in the case of Eurodollar Rate Loans, as to which a single Interest Period is in effect.

“**Borrowing Base**” means, as of any date of determination, the aggregate of the Borrowing Base Amounts of the Eligible Collateral (determined by category of Eligible Collateral in accordance with Schedule 1.1A), as the same may be amended from time to time. The Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to Administrative Agent on the Closing Date or pursuant to Section 5.1(c), as applicable.

“**Borrowing Base Amounts**” as defined in Schedule 1.1A.

“**Borrowing Base Certificate**” means a certificate substantially in the form of Exhibit D.

“**Borrowing Base Coverage Ratio**” means, at any time, the ratio of the Borrowing Base in effect at such time to the US Dollar Equivalent of the Outstanding Amount of Covered Indebtedness at such time.

“**Borrowing Subsidiary**” means any Subsidiary that has become a Borrowing Subsidiary as provided in Section 2.23(a) and has not ceased to be a Borrowing Subsidiary as provided in such Section.

“**Business**” as defined in Section 4.15(b).

“**Business Day**” means any day other than a Saturday, Sunday or a day that is a legal holiday under the laws of the State of New York or on which banking institutions located in such State are authorized or required by law to remain closed; provided that, with respect to all notices, determinations, fundings and payments in connection with the Adjusted Eurodollar Rate or any Eurodollar Rate Loan, such day is also a day for trading by and between banks in US Dollar deposits in the London interbank market.

“**Canadian Health Care Trust Notes**” means the Unsecured Promissory Note-Tranche A due June 30, 2017, the Unsecured Promissory Note-Tranche B due June 30, 2024, the Unsecured Promissory Note-Tranche C due June 30, 2024 and the Unsecured Promissory Note-Tranche D due June 30, 2012, each issued by Chrysler Canada to the Auto Sector Retiree Health Care Trust.

“**Canadian Subsidiary**” means any Subsidiary organized under the laws of Canada or any province thereof.

“**Capital Lease Obligations**” means, as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; provided that a take or pay obligation in any supply arrangement between such Person and any supplier shall not constitute a Capital Lease Obligation for purposes of this Agreement so long as such Person shall not have purchased for or on behalf of such supplier the equipment or other property used by such supplier to perform its obligations under such arrangement or otherwise financed the purchase of such property by such supplier.

“**Cash**” means money, currency or a credit balance in any demand or Deposit Account.

“**Cash Equivalents**” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or Canadian government or issued by any agency thereof and backed by the full faith and credit of the United States or Canada, in each case maturing within one year following the date of acquisition; (b) certificates of deposit, time deposits and eurodollar time deposits having maturities of 12 months or less from the date of acquisition, banker’s acceptances with maturities of 12 months or less and overnight bank deposits, in each case issued by or constituting obligations of any commercial bank organized under the laws of the United States or Canada or any state or province thereof having combined capital and surplus of not less than US\$500,000,000; (c) commercial paper of an issuer rated at least “A-1” by S&P or “P-1” by Moody’s, or carrying an equivalent rating by a nationally recognized rating agency in the United States or Canada, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within 13 months from the date of acquisition; (d) repurchase obligations of any bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) repurchase obligations of a broker-dealer that is (i) on the list of primary dealers maintained

by the Federal Reserve Bank of New York, as amended from time to time, and (ii) is affiliated with a bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (f) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, province, commonwealth or territory of the United States or Canada, by any political subdivision or taxing authority of any such state, province, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least “A-” by S&P or “A3” by Moody’ s, or carrying an equivalent rating by a nationally recognized rating agency; (g) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (b) of this definition; (h) corporate notes and other debt instruments with maturities of one year or less following the date of acquisition that are rated at least “A-” by S&P or “A3” by Moody’ s , or carrying an equivalent rating by a nationally recognized rating agency; (i) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated “AAA” by S&P and “Aaa” by Moody’ s and (iii) have portfolio assets of at least US\$5,000,000,000; and (j) investments in any foreign equivalents of the securities or other instruments described in clauses (a) through (i) above, provided such investments made through in-country banks or trust companies shall be made through banks or trust companies which (i) have combined capital and surplus of not less than US\$500,000,000 (or the foreign currency equivalent thereof) and (ii) (A) if the debt securities of the applicable country are rated “A-” or higher by one or more nationally recognized rating agencies, have outstanding debt securities rated at least “A-” by one or more nationally recognized rating agencies or (B) otherwise, have outstanding debt securities rated no lower than the rating of the applicable country.

“**Certificate re Non-Bank Status**” means a certificate substantially in the form of Exhibit E.

“**CGMI**” means Citigroup Global Markets Inc.

“**Change in Tax Law**” means any change in the applicable law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, in each case as related to the relevant Tax.

“**Change of Control**” means the occurrence of any of the following events: (a) prior to an IPO, any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Permitted Holders, shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of a percentage of the outstanding Voting Equity Interests in the Company greater than the percentage of the outstanding Voting Equity Interests in the Company then owned beneficially, directly or indirectly, by the Fiat Group; (b) after an IPO, any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the Permitted Holders, shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of a percentage of the outstanding Voting Equity Interests of the Company that is

(i) greater than 25% of the outstanding Voting Equity Interests of the Company and (ii) greater than the percentage of the outstanding Voting Equity Interests of the Company then owned beneficially, directly or indirectly, by the Fiat Group; or (c) a majority of the board of directors of the Company shall cease to consist of Continuing Directors.

“**Chrysler Canada**” means Chrysler Canada Inc., a corporation incorporated under the Canada Business Corporations Act.

“**Citibank**” as defined in the preamble hereto.

“**Class**”, when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Tranche B Term Loans or Incremental Term Loans of any Series, (b) any Commitment, refers to whether such Commitment is a Revolving Commitment, a Tranche B Term Loan Commitment or an Incremental Term Loan Commitment of any Series and (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class.

“**Closing Date**” means the date on which the conditions specified in Section 3.1 have been satisfied (or waived in accordance with Section 9.5) and the Tranche B Term Loans are made.

“**Closing Date Certificate**” means a Closing Date Certificate substantially in the form of Exhibit F.

“**Code**” means the Internal Revenue Code of 1986.

“**Co-Issuer Subsidiary**” means CG Co-Issuer Inc., a Delaware corporation and Wholly Owned Subsidiary of the Company.

“**Collateral**” means all property of the Credit Parties, now owned or hereafter acquired, in which a Credit Party has granted a Lien pursuant to any Credit Document.

“**Collateral Agent**” means Citibank, N.A., acting through its agency and trust department, in its capacity as collateral agent for the Secured Parties under the Credit Documents, and its successors in such capacity as provided in Section 8.

“**Collateral and Guarantee Requirement**” means, at any time, the requirement that:

(a) the Collateral Agent shall have received from the Company and each Additional Guarantor either (i) a counterpart of the Guarantee and Collateral Agreement duly executed and delivered on behalf of such Person or (ii) in the case of any Person that becomes an Additional Guarantor after the Closing Date, a supplement to the Guarantee and Collateral Agreement, in the form specified therein, duly executed and delivered on behalf of such Person;

(b) in the case of any Person that becomes an Additional Guarantor after the Closing Date, the Administrative Agent shall have received (i) documents and opinions of the type referred to in Sections 3.1(b) and 3.1(k) with respect to such Additional Guarantor and (ii) a

collateral questionnaire, in form substantially identical to the Collateral Questionnaire, executed by a Responsible Officer of such Additional Guarantor, together with all attachments contemplated thereby;

(c) subject to Section 5.7(i), all Equity Interests owned by or on behalf of any Credit Party shall have been pledged pursuant to the Guarantee and Collateral Agreement and, in the case of Equity Interests in any Foreign Subsidiary, where the Collateral Agent so requests in connection with the pledge of such Equity Interests, a Foreign Pledge Agreement, and the Collateral Agent shall, to the extent required by the Guarantee and Collateral Agreement or such Foreign Pledge Agreement, have received certificates or other instruments representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank;

(d) (i) all indebtedness of the Company and each Subsidiary that is owing to any Credit Party, to the extent in existence on the Closing Date, shall be evidenced either by a promissory note or the Intercompany Note and, to the extent entered into after the Closing Date, shall be evidenced by the Intercompany Note and (ii) all indebtedness of any other Person in a principal amount of US\$7,500,000 or more that is owing to any Credit Party shall be evidenced by a promissory note and, in each case, shall have been pledged pursuant to the Guarantee and Collateral Agreement, and the Collateral Agent shall have received all such notes, together with undated instruments of transfer with respect thereto endorsed in blank;

(e) all documents and instruments, including UCC financing statements, required by applicable law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create the Liens intended to be created by the Collateral Documents and perfect such Liens to the extent required by, and with the priority required by, the Collateral Documents shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording;

(f) the Collateral Agent shall have received (i) counterparts of a Mortgage with respect to each Material Real Estate Asset, duly executed and delivered by the record owner of such Material Real Estate Asset, (ii) a policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each Mortgage as a valid and enforceable Lien on the Material Real Estate Asset described therein, free of any other Liens other than Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Collateral Agent may reasonably request, (iii) if any Material Real Estate Asset is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board of Governors, and (iv) such abstracts, existing surveys, appraisals, legal opinions and other documents as the Collateral Agent may reasonably request with respect to any such Mortgage or Material Real Estate Asset;

(g) with respect to each Deposit Account and each securities account maintained by any Credit Party with any depository bank or securities intermediary (other than (i) any Deposit Account the funds in which are used, in the ordinary course of business, solely for the payment of taxes, salaries and wages, workers' compensation and similar expenses, (ii) check disbursement accounts, (iii) Deposit Accounts the daily balance in which does not at any time

exceed US\$1,000,000 for any such account or US\$5,000,000 for all such accounts and (iv) any Deposit Account or securities account the funds or securities in which consist solely of amounts pledged or deposited under clause (f) (solely in respect of the existing obligations identified on Schedule 6.3A to the Disclosure Letter (and any renewal or replacement thereof permitted by such clause (f)), (n), (s)(ii), (t) or (u) of the definition of Permitted Liens), the Collateral Agent shall have received a counterpart, duly executed and delivered by the applicable Credit Party and such depository bank or securities intermediary, as the case may be, of a Control Agreement; and

(h) each Credit Party shall have obtained all material consents and approvals required to be obtained by it in connection with the execution and delivery of all Collateral Documents to which it is a party, the performance of its obligations thereunder and the granting by it of the Liens thereunder.

The foregoing definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions, consents, approvals or other deliverables with respect to, any particular assets of the Credit Parties if, and for so long as, the Collateral Agent, in consultation with the Company, determines that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions, consents, approvals or other deliverables in respect of such assets would be excessive in view of the benefits to be obtained by the Lenders therefrom. Without limiting the foregoing, the Collateral Agent, after consultation with the Administrative Agent, may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions, consents, approvals or other deliverables with respect to particular assets or the provision of any Obligations Guarantee by any Subsidiary (including extensions beyond the Closing Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Closing Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Collateral Documents. Without limiting the foregoing, until the 90th day following the Closing Date (or, in the case of paragraph (f) of this definition, until the 180th day following the Closing Date), the failure to deliver any Real Estate Deliverable or Post-Closing Deliverable shall not prevent the requirements of paragraphs (b) through (h) of this definition from being satisfied so long as the Company and its Subsidiaries shall be using commercially reasonable efforts to deliver the Real Estate Deliverables and the Post-Closing Deliverables at the earliest reasonably practicable time.

“**Collateral Documents**” means the Guarantee and Collateral Agreement, the Intercreditor Agreement, any Additional Intercreditor Agreements, any Permitted Additional First Lien Intercreditor Agreement, the Mortgages, the Intellectual Property Security Agreements, the Control Agreements, the Foreign Pledge Agreements, if any, and all other instruments, documents and agreements delivered by or on behalf of any Credit Party pursuant to this Agreement or any of the other Credit Documents in order to grant to, or perfect in favor of, the Collateral Agent, for the benefit of the Secured Parties, a Lien on any property of such Credit Party as security for the Obligations.

“**Collateral Questionnaire**” means the Collateral Questionnaire delivered by the Company pursuant to Section 3.1(h).

“**Commitment**” means a Revolving Commitment or a Term Loan Commitment.

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

“**Company**” as defined in the preamble hereto.

“**Comparable Treasury Issue**” means the United States Treasury security selected by a Reference Treasury Dealer appointed by the Administrative Agent after consultation with the Company as having a maturity nearest to the first anniversary of the Closing Date that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining period prior to the first anniversary of the Closing Date.

“**Comparable Treasury Price**” means, for any date, (a) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third Business Day preceding such date, as set forth in the most recently published statistical release designated “H.15(519)” (or any successor release) published by the Board of Governors and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities”, or (b) if such release (or any successor release) is not published or does not contain such prices on such Business Day, the average of the Reference Treasury Dealer Quotations for such date.

“**Compliance Certificate**” means a Compliance Certificate duly executed by a Responsible Officer, substantially in the form of Exhibit G.

“**Confidential Information**” as defined in Section 9.17.

“**Confidential Information Memorandum**” means the Confidential Information Memorandum dated May 1, 2011, relating to the credit facilities provided herein.

“**Consolidated Capital Expenditures**” means, for any period, the aggregate of all expenditures made by the Company and the Subsidiaries during such period that are or should be included in “purchase of property, plant and equipment” or similar items, or that should otherwise be capitalized, on a consolidated statement of cash flows of the Company for such period prepared in conformity with GAAP; provided that Consolidated Capital Expenditures shall not include any expenditures for replacements and substitutions of fixed assets, capital assets or equipment to the extent made with Net Cash Proceeds invested pursuant to Section 2.13(a) or 2.13(b).

“**Consolidated Current Assets**” means the total assets of the Company and the Subsidiaries on a consolidated basis that may properly be classified as current assets in conformity with GAAP, excluding Balance Sheet Cash and Cash Equivalents.

“**Consolidated Current Liabilities**” means the total liabilities of the Company and the Subsidiaries on a consolidated basis that may properly be classified as current liabilities in conformity with GAAP, excluding the current portion of Long-Term Indebtedness.

“**Consolidated Excess Cash Flow**” means, for any Fiscal Year, an amount equal to:

(a) the sum, without duplication, of:

(i) Net Income for such Fiscal Year, adjusted to exclude any gains or losses attributable to Asset Sales and Recovery Events; plus

(ii) to the extent deducted in determining Net Income for such Fiscal Year, total depreciation expense, total amortization expense and other noncash charges and losses for such Fiscal Year (excluding any such noncash charge to the extent that it represents an accrual or reserve for a potential cash item in any future period); plus

(b) the Consolidated Working Capital Adjustment; minus

(c) the sum, without duplication, of:

(i) to the extent recognized in determining Net Income for such Fiscal Year, any noncash gains for such Fiscal Year (excluding any such noncash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item in any prior period); plus

(ii) the sum, without duplication and only to the extent made from Internally Generated Cash for such Fiscal Year, of: (A) the aggregate amount of Consolidated Capital Expenditures made by the Company and the Subsidiaries during such Fiscal Year, and (B) the aggregate amount of scheduled repayments and mandatory prepayments of Indebtedness, excluding any mandatory or voluntary prepayments of Term Loans or any repayments or prepayments of revolving extensions of credit (except to the extent that any such prepayment or repayment is accompanied by a permanent reduction in the related revolving commitments).

“**Consolidated Interest Expense**” means, for any period, (a) the sum, without duplication, of (i) the total interest expense whether or not paid in cash (including imputed interest expense in respect of Capital Lease Obligations) of the Company and the Subsidiaries for such period, determined on a consolidated basis in conformity with GAAP, (ii) any interest, financing fees or other financing costs becoming payable in Cash by the Company or any Subsidiary during such period in respect of Indebtedness to the extent such interest, financing fees or other financing costs shall have been capitalized rather than included in total interest expense for such period in conformity with GAAP, (iii) all net costs becoming payable in Cash by the Company or any Subsidiary during such period under interest rate Swap Agreements relating to Indebtedness, and (iv) amounts attributable to amortization of debt discounts or accrued interest payable in kind for such period to the extent not included in total interest expense for such period in conformity with GAAP, minus (b) the sum, without duplication, of (i) to the extent included in such total interest expense for such period, the sum of noncash amounts attributable to amortization or write-off of capitalized interest, financing fees or other financing costs paid in a previous period and (ii) to the extent included in such total interest expense for such period, any acceleration of debt discount and associated debt issuance costs, in each case attributable to the prepayment of the UST Credit Agreement or the EDC Credit

Agreement on the Closing Date. Notwithstanding anything to the contrary contained herein, Consolidated Interest Expense, calculated on a pro forma basis giving effect to the Transactions, shall be deemed to be US\$254,000,000, US\$256,000,000, US\$274,000,000 and US\$274,000,000 for the Fiscal Quarters ended on June 30, 2010, September 30, 2010, December 31, 2010 and March 31, 2011, respectively.

“**Consolidated Secured Debt**” means, at any date, the amount of Consolidated Total Debt secured by any Lien on any assets of the Company or any Subsidiary as of such date.

“**Consolidated Senior Secured Debt**” means, at any date, the amount of Consolidated Total Debt secured by any Lien on any assets of the Company or any Subsidiary as of such date; provided that the term “Consolidated Senior Secured Debt” shall not include (a) any Indebtedness that is secured solely by Liens that are junior to the Liens securing the Obligations and is subject to the Intercreditor Agreement, any Additional Intercreditor Agreement or another intercreditor agreement with the Collateral Agent on substantially the same terms and (b) Indebtedness of any Foreign Subsidiary (other than any Canadian Subsidiary) that constitutes Non-Recourse Debt.

“**Consolidated Total Assets**” means, at any date, with respect to any Person, the amount set forth opposite the caption “total assets” (or any like caption) on the most recent consolidated balance sheet (or the equivalent) of such Person and its consolidated Subsidiaries.

“**Consolidated Total Debt**” means, as of any date, the sum of (a) the aggregate principal amount of Indebtedness (other than the VEBA Notes) of the Company and the Subsidiaries outstanding as of such date that would be reflected on a balance sheet prepared as of such date on a consolidated basis in conformity with GAAP (but without giving effect to any election to value any Indebtedness at “fair value” or any other accounting principle that results in the amount of any such Indebtedness (other than zero coupon Indebtedness) as reflected on such balance sheet to be below the stated principal amount of such Indebtedness) and (b) the greater of (i) the amount at which the VEBA Notes are carried on the books of the Company on such date calculated in conformity with GAAP; and (ii) the face amount of the outstanding VEBA Notes on such date multiplied by a percentage (expressed as a decimal) of which the numerator is the amount at which the VEBA Notes were carried on the books of the Company at March 31, 2011, and the denominator is the outstanding face amount of the VEBA Notes at March 31, 2011; provided that the term “Consolidated Total Debt” shall not include any Indebtedness of the ABS Subsidiaries or in respect of the Gold Key Lease Program.

“**Consolidated Working Capital**” means, as of any date, the excess of (a) Consolidated Current Assets of the Company and the Subsidiaries as of such date over (b) Consolidated Current Liabilities of the Company and the Subsidiaries as of such date.

“**Consolidated Working Capital Adjustment**” means, for any Fiscal Year, the amount (which may be a negative number) by which Consolidated Working Capital as of the beginning of such Fiscal Year exceeds (or is less than) Consolidated Working Capital as of the end of such Fiscal Year. In calculating the Consolidated Working Capital Adjustment for any Fiscal Year, there shall be excluded the effect of any Material Acquisition made during such Fiscal Year; provided that there shall be included with respect to any Material Acquisition made

during such Fiscal Year an amount (which may be a negative number) by which the Consolidated Working Capital attributable to the Person or Persons acquired in such Material Acquisition as of the time of such Material Acquisition exceeds (or is less than) Consolidated Working Capital attributable to such Person or Persons as of the end of such Fiscal Year.

“**Continuing Directors**” means the members of the board of directors of the Company on the Closing Date, after giving effect to the transactions contemplated hereby, and each other director of the Company that shall have been (a) appointed pursuant to the provisions of the LLC Operating Agreement as in effect on the date hereof (or a shareholders agreement giving effect to such provisions of the LLC Operating Agreement in the event of a Corporate Reorganization), (b) nominated for election or elected by a majority of the then-Continuing Directors or by a Permitted Holder or (c) appointed by any shareholder pursuant to any shareholders agreement to which the Company is a party.

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

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, or the dismissal or appointment of the management, of such Person, whether through the ownership of Securities, by contract or otherwise. Without limiting the foregoing, a Person shall be deemed to have Control (a) of any general partnership or limited partnership of which such Person is a general partner, (b) of any limited liability company of which such Person is a managing member or manager or substantial equivalent thereto and (c) of any trust of which such Person is the trustee; provided that such general partner, managing member, manager (or substantial equivalent thereto) or trustee has the right to exercise managerial power with respect to such Person, and not simply veto or voting rights only as to major decisions. The words “Controlling”, “Controlled by” and “under common Control with” shall have correlative meanings.

“**Control Agreement**” means, with respect to any Deposit Account or securities account maintained by any Credit Party, a control agreement in form and substance reasonably satisfactory to the Collateral Agent, duly executed and delivered by such Credit Party and the depository bank or the securities intermediary, as the case may be, with which such account is maintained.

“**Controlled Affiliate**” as defined in Section 4.20.

“**Conversion/Continuation Date**” means the effective date of a continuation or conversion, as the case may be, as set forth in the applicable Conversion/Continuation Notice.

“**Conversion/Continuation Notice**” means a Conversion/Continuation Notice substantially in the form of Exhibit H.

“**Conversion Vehicle Wholesale Financing Program**” means any program whereby a financing company (including Ally or any of its affiliates) provides Wholesale Financing to any Upfitter (i) for the sole purpose of financing the purchase by such Upfitter of

vehicles from the Company or one of its Subsidiaries, (ii) pursuant to which such Upfitter stores, upfits and otherwise modifies such vehicles, (iii) that is secured by such vehicles, (iv) pursuant to which the Company or any of its Affiliates is obligated to repurchase such vehicles from such Upfitter, and (v) that is repaid with the proceeds of such sale.

“**Corporate Reorganization**” means any transaction or series of transactions, including through a merger or other creation of a holding company, for the purpose of converting the Company from a limited liability company into a corporation.

“**Covered Indebtedness**” means, at any time, the Outstanding Amount of (a) all Credit Extensions under this Agreement, (b) any Permitted Additional First Lien Debt, (c) any Permitted First Lien Non-Loan Exposure and (d) any DOE Pari Passu Amount.

“**Credit Date**” means the date of any Credit Extension.

“**Credit Document**” means any of this Agreement, the Incremental Assumption Agreements, the Extension Agreements, the Borrower Joinder Agreements, the Borrower Termination Agreements, the Collateral Documents and, except for purposes of Section 9.5, the Notes, if any, any documents or certificates executed by any Borrower in favor of any Issuing Bank relating to Letters of Credit, the Collateral Questionnaire and all other documents, certificates, instruments or agreements executed and delivered by or on behalf of any Borrower or other Credit Party for the benefit of any Agent, any Issuing Bank or any Lender in connection herewith on or after the date hereof.

“**Credit Extension**” means the making of a Loan or the issuance, amendment (if increasing the face amount thereof), renewal or extension of a Letter of Credit.

“**Credit Parties**” means the Company and each Subsidiary Guarantor; provided that, a Transparent Subsidiary that is party to a Collateral Document shall be considered a Credit Party for purposes of the following provisions: (i) the definitions of Collateral, Material Unsecured Indebtedness and Non-Recourse Debt, and (ii) Sections 3, 4, 5, 6.12, 7 and 8; provided further, that for the avoidance of doubt such Transparent Subsidiary shall not be a Credit Party for purposes of the definitions of Excluded Disposition, Excluded Subsidiaries or Permitted Indebtedness.

“**De Minimis Subsidiary**” means any Subsidiary of the Company that is not a Subsidiary Guarantor that has Consolidated Total Assets with a Net Book Value of less than US\$50,000,000.

“**Default**” means any of the events specified in Section 7.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“**Defaulting Lender**” means, subject to Section 2.21(b), any Revolving Lender, that (a) has failed (i) to fund all or any portion of its Revolving Loans within two Business Days of the date such Revolving Loans were required to be funded hereunder unless such Revolving Lender notifies the Administrative Agent and the Company in writing that such failure is the result of such Revolving Lender’s determination that one or more conditions precedent to funding has not been satisfied (each of which conditions precedent, together with any applicable

default, shall be specifically identified in such writing), or (ii) to pay to the Administrative Agent, any Issuing Bank or any other Revolving Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due, (b) has notified the Company, the Administrative Agent or any Issuing Bank in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Revolving Lenders' obligation to fund a Revolving Loan hereunder and states that such position is based on such Revolving Lender's determination that a condition precedent to funding cannot be satisfied (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement)), (c) that has failed, within three Business Days after written request by the Administrative Agent, to confirm in writing to the Administrative Agent that it will comply with its prospective funding obligations hereunder, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under the Bankruptcy Code or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Revolving Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in such Revolving Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Revolving Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Revolving Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Revolving Lender. Any determination by the Administrative Agent that a Revolving Lender is a Defaulting Lender under clause (a), (b), (c) or (d) above shall be conclusive and binding absent manifest error, and such Revolving Lender shall be deemed to be a Defaulting Lender (subject to Section 2.21(b)) upon delivery of written notice of such determination to the Company, each Issuing Bank and each Revolving Lender.

“**Deposit Account**” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“**Designated Cash Management Obligations**” obligations of the Company or any Subsidiary in respect of banking, cash management (including, without limitation, automated clearinghouse transactions), custody and other similar services and company paid credit cards that permit employees to make purchases on behalf of the Company or such Subsidiary, in each case owed to any bank, financial institution, investment bank or other entity that is a Lender or an Affiliate of a Lender or is, or was on the Closing Date, an Agent, an Arranger or any Affiliate of any of the foregoing that have been designated by the Company as Permitted First-Lien Non-Loan Exposure under the Guarantee and Collateral Agreement and have not ceased to constitute Permitted First-Lien Non-Loan Exposure under the provisions of the Guarantee and Collateral Agreement.

“**Designated SPEs**” means Auburn Hills Mezzanine LLC and Auburn Hills Owner LLC.

“**Designated Swap Obligations**” means all obligations of every nature of the Company or any Subsidiary under each Swap Agreement that (a) is with a counterparty that is, or was on the Closing Date, an Agent, an Arranger or any Affiliate of any of the foregoing, whether or not such counterparty shall have been an Agent, an Arranger or any Affiliate of any of the foregoing at the time such Swap Agreement was entered into, (b) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) is entered into after the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into, whether for interest (including interest that, but for the filing of a petition in bankruptcy with respect to the Company or such Subsidiary, as the case may be, would have accrued on any such obligation, whether or not a claim is allowed against the Company or such Subsidiary for such interest in the related bankruptcy proceeding), payments for early termination of such Swap Agreement, fees, expenses, indemnification or otherwise that have been designated by the Company as Permitted First-Lien Non-Loan Exposure under the Guarantee and Collateral Agreement and have not ceased to constitute Permitted First-Lien Non-Loan Exposure under the provisions of the Guarantee and Collateral Agreement.

“**Disclosure Letter**” means the Disclosure Letter dated the Closing Date, duly executed and delivered by the Company to the Administrative Agent and the Lenders at the time this Agreement is executed and delivered.

“**Disinterested Directors**” means, with respect to any transaction, the disinterested members (within the meaning of Section 144 of the Delaware General Corporation Law with respect to a matter in which any member of the Fiat Group has any interest) of the board of directors of the Company or any duly constituted committee of the board of directors of the Company comprised only of such disinterested directors.

“**Disposition**” means, with respect to any property, any sale, transfer or other disposition thereof (and shall include the issuance of Equity Interests) (other than the incurrence or grant of any Lien or the occurrence of any Recovery Event); and the terms “**Dispose**” and “**Disposed of**” shall have correlative meanings.

“**Disqualified Equity Interest**” means, with respect to any Person, any Equity Interest in such Person that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the occurrence of any condition or event, (a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that are not otherwise Disqualified Equity Interests and Cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and Cash in lieu of fractional shares of such Equity

Interests), in whole or in part, or is required to be repurchased by the Company or any Subsidiary, in whole or in part, at the option of the holder thereof or (c) is or becomes convertible into or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or any other Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and Cash in lieu of fractional shares of such Equity Interests), in each case, prior to the date that is 91 days after the latest Maturity Date at the time of the issuance thereof, except, in the case of clauses (a) and (b), as a result of a “change of control” or “asset sale”, so long as any rights of the holders thereof upon the occurrence of such a change of control or asset sale event are subject to the prior payment in full of all Obligations, the cancelation or expiration of all Letters of Credit and the termination of the Commitments.

“**Disqualified Lender**” means any Person set forth on Schedule 1.1B.

“**Documentation Agents**” means MSSF, GSLP and ML, each in its capacity as a documentation agent for the credit facilities established under this Agreement.

“**DOE**” means the United States Department of Energy.

“**DOE Assets**” means ATVM Assets (a) that are purchased (or, in the case of Intellectual Property, developed) after the effectiveness of any Permitted DOE Facility with the proceeds of borrowings under such Permitted DOE Facility (or with funds of the Company that are reimbursed with borrowings under such Permitted DOE Facility), or in respect of which costs have been incurred or payments have been made by the Company or any of its Subsidiaries after June 9, 2009, and prior to the effectiveness of any Permitted DOE Facility, (b) that form part of projects of the Company and the Subsidiaries that have been approved by the DOE for financing under the ATVM Program, (c) that will, at all times after the effectiveness of any Permitted DOE Facility, be specifically identifiable (by type of asset and by purchase order number, serial number or other information) by reference to records maintained by the Company and (d) in the case of ATVM Assets acquired (or, in the case of Intellectual Property, developed) prior to the effectiveness of any Permitted DOE Facility, that have an aggregate value (based, in the case of assets other than Intellectual Property, on the Eligible Value of such assets on the date hereof, and in the case of Intellectual Property, on the book value of such assets on the date hereof) not greater than US\$1,500,000,000.

“**DOE Pari Passu Amount**” means, at any time, 50% of the principal amounts advanced under any Permitted DOE Facility minus the sum of (a) any principal amount repaid or discharged under such Permitted DOE Facility through the exercise of remedies in respect of Collateral not constituting DOE Assets and (b) 50% of the aggregate principal amount otherwise repaid, prepaid or discharged under such Permitted DOE Facility; provided that the DOE Pari Passu Amount shall not at any time exceed US\$1,750,000,000.

“**DOE Second Lien Amount**” means, at any time, the aggregate principal amount advanced and outstanding under any Permitted DOE Facility, provided that the DOE Second Lien Amount shall not at any time exceed US\$3,500,000,000.

“**Domestic Subsidiary**” means any Subsidiary organized under the laws of the United States of America, any State thereof or the District of Columbia.

“**EBITDA**” means, for any period, the Net Income of the Company and the Subsidiaries determined on a consolidated basis under GAAP for such period (1) increased (without duplication and to the extent deducted in determining Net Income for such period) by: (a) income tax expense of the Company and the Subsidiaries for such period; plus (b) net interest expense of the Company and the Subsidiaries for such period, excluding interest expense related to finance activities associated with a vehicle lease portfolio known as the Gold Key Lease Program; plus (c) depreciation and amortization expense for plant, property and equipment and amortization of intangibles and equipment on lease of the Company and the Subsidiaries for such period, excluding depreciation and amortization expense for vehicles held for lease; plus (d) pension, OPEB and other employee benefit costs (in each case other than current service costs) of the Company and the Subsidiaries; plus (e) nonrecurring restructuring expenses of the Company and the Subsidiaries; plus (f) other financial expense of the Company and the Subsidiaries, determined in accordance with the Company’s past practices; plus (g) other unusual and infrequent costs, charges and expenses of the Company and the Subsidiaries consistent in nature and scope with the Company’s past practice or customary practice in the Company’s industry; and (2) decreased (without duplication and to the extent included in determining Net Income for such period) by: (a) income tax benefits of the Company and the Subsidiaries; plus (b) any non-cash gains (net of non-cash losses to the extent not otherwise added back pursuant to clause (1) above) increasing Net Income of the Company and the Subsidiaries for such period, excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced EBITDA in any prior period; plus (c) restructuring income or gains of the Company and the Subsidiaries for such period; plus (d) gains from asset dispositions outside the ordinary course of business and other unusual and infrequent income or gains of the Company and the Subsidiaries consistent in nature and scope with the Company’s past practice or customary practice in the Company’s industry; in each case under clauses (1) and (2) above determined on a consolidated basis under GAAP. For purposes of this Agreement, EBITDA for any period shall be adjusted on a pro forma basis to include any Material Acquisition and any Material Disposition consummated by the Company or any Subsidiary during such period in accordance with Section 1.2(c).

“**EDC Credit Agreement**” means the Amended and Restated Loan Agreement dated as of June 10, 2009, among Chrysler Canada, the other loan parties party thereto and Export Development Canada, as amended, restated, supplemented or otherwise modified from time to time.

“**EISA**” means Energy Independence and Security Act of 2007 (Public Law 110-140; 42 U.S.C. 17013).

“**Eligible Assignee**” means (a) any Lender, any Affiliate of any Lender and any Related Fund (any two or more Related Funds of any Lender being treated as a single Eligible Assignee for all purposes hereof) and (b) any commercial bank, insurance company, investment or mutual fund or other Person that is an “accredited investor” (as defined in Regulation D under the Securities Act) and that extends credit or buys commercial loans in the ordinary course of business; provided that no natural person, Disqualified Lender, Credit Party or Affiliate of any Credit Party shall be an Eligible Assignee.

“**Eligible Collateral**” as defined in Schedule 1.1A.

“**Eligible P&E**” as defined in Schedule 1.1A.

“**Eligible Real Estate**” as defined in Schedule 1.1A.

“**Eligible Value**” as defined in Schedule 1.1A.

“**Embargoed Person**” as defined in Section 4.21(a)(ii).

“**Environmental Claim**” means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise) by any Governmental Authority or by or on behalf of any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law, (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity or (c) in connection with any actual or alleged damage, injury, threat or harm to the health and safety of any Person or to natural resources or the environment.

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

“**Environmental Permits**” means any and all permits, licenses, approvals, registrations, notifications, exemptions and other authorizations required under any Environmental Law.

“**Equity Interests**” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or acquire any of the foregoing.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**Eurodollar Rate Borrowing**” means a Borrowing comprised of Loans that are Eurodollar Rate Loans.

“**Eurodollar Rate Loan**” means a Loan bearing interest at a rate determined by reference to the Adjusted Eurodollar Rate.

“**Event of Default**” means any event or condition set forth in Section 7.1.

“**Exchange Act**” means the Securities Exchange Act of 1934.

“**Excluded Dispositions**” means, collectively:

- (a) Dispositions of inventory or receivables (including interests in lease receivables) in the ordinary course of business;
- (b) Dispositions of obsolete, worn out or surplus property, including leases with respect to facilities that are temporarily not in use or pending their disposition;
- (c) Dispositions of equipment and tooling between or among the Group Members in the ordinary course of business;
- (d) Dispositions of accounts receivable more than 90 days past due in connection with the compromise, settlement or collection thereof on market terms;
- (e) Dispositions of any Equity Interests of any JV Subsidiary in accordance with the applicable joint venture agreement relating thereto;
- (f) any Disposition of (i) any Subsidiary’ s Equity Interests to the Company or any Subsidiary Guarantor, or (ii) any Excluded Subsidiary’ s (other than any Excluded Subsidiary, the stock of which is pledged as Collateral) stock or assets to the Company, any Subsidiary Guarantor or any other Excluded Subsidiary;
- (g) to the extent allowable under Section 1031 of the Code, any Disposition of assets in exchange for other like property for use in a business of the Company and its Subsidiaries;
- (h) any Disposition of cash, Cash Equivalents or Marketable Securities in a manner that is not prohibited by the terms of this Agreement or the other Credit Documents;
- (i) any Disposition by the Company or any of its Subsidiaries of any dealership property or Equity Interests in a dealership Subsidiary to the operating management of a dealership or any Disposition of property in connection with any dealer optimization plan, in each case in the ordinary course of business;
- (j) any Disposition of assets between or among the Credit Parties, any Disposition of assets from any Transparent Subsidiary or Excluded Subsidiary to a Credit Party, any Disposition of assets between or among Transparent Subsidiaries and any Disposition of assets between or among Excluded Subsidiaries;
- (k) any Disposition under the Auto Finance Operating Agreement, the Gold Key Lease Program, the Gelco Lease Program or the Conversion Vehicle Wholesale Financing Program;
- (l) the licensing and sublicensing of Intellectual Property or other general intangibles to third persons in the ordinary course of business;

(m) any Disposition of Intellectual Property by a Group Member that such Group Member, in its good faith judgment, has determined is no longer used in or necessary for the conduct of its business;

(n) any Disposition that is provided for in the Specified Documents as in effect on the date hereof;

(o) licensing of trade names for use in other industries;

(p) any Disposition necessary to effect a Corporate Reorganization;

(q) any exchange of assets for assets related to a Similar Business of comparable or greater value or usefulness to the business of the Company and its Subsidiaries as a whole, as determined in good faith by the Company, which, in the case of an exchange of assets with a fair value in excess of US\$500,000,000, shall be determined in good faith by the board of directors of the Company; and

(r) any Disposition of stock or assets listed on Schedule 1.1C.

“**Excluded Subsidiary**” means (a) any JV Subsidiary, (b) any 956 Subsidiary, (c) any De Minimis Subsidiary, (d) any ABS Subsidiary, (e) any MID or (f) Designated SPEs. For the avoidance of doubt, (i) each of Chrysler de Venezuela LLC, Chrysler Group Global Electric Motorcars LLC and Chrysler Group NEV Service LLC shall be an Excluded Subsidiary (provided, that if Chrysler de Venezuela LLC is still a Domestic Subsidiary on the first anniversary of the Closing Date, such Subsidiary shall cease to be an Excluded Subsidiary on such date and the Company shall cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary within 30 days following such date) and (ii) no Credit Party shall be an Excluded Subsidiary.

“**Excluded Tax**” means any of (a) any branch profits Taxes imposed by the United States of America (or similar Taxes imposed by a Non-US Jurisdiction), or (b) Taxes imposed as a result of a present or former connection between the Lender and the jurisdiction imposing such Taxes (other than a connection arising solely from such Lender having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, this Agreement).

“**Executive Order**” as defined in Section 4.21(a)(i).

“**Extending Lenders**” as defined in Section 2.25(a).

“**Extension Agreement**” means an Extension Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Company, the Administrative Agent and one or more Extending Lenders, effecting one or more Extension Permitted Amendments and such other amendments hereto and to the other Credit Documents as are contemplated by Section 2.25.

“**Extension Offer**” as defined in Section 2.25(a).

“Extension Permitted Amendment” means an amendment to this Agreement and the other Credit Documents, effected in connection with an Extension Offer pursuant to Section 2.25, providing for an extension of the Maturity Date applicable to the Loans and/or Commitments of the Extending Lenders and, in connection therewith, (a) an increase or decrease in the Applicable Rate with respect to the Loans and/or Commitments of the Extending Lenders and/or (b) an increase or decrease in the fees payable to, or the inclusion of new fees to be payable to, the Extending Lenders.

“Extension Request Class” as defined in Section 2.25(a).

“FATCA” means Sections 1471 through 1474 of the Code as in effect on the date of this Agreement and any regulations promulgated thereunder and any interpretive guidance thereof issued by the relevant Governmental Authority, whether issued before or after the date of this Agreement.

“Federal Funds Effective Rate” means, for any day, the rate per annum (expressed as a decimal rounded upwards, if necessary, to the next 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the immediately preceding Business Day as so published on the immediately succeeding Business Day, and (b) if no such rate is so published on such immediately succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as shall be reasonably determined by the Administrative Agent.

“Fiat Group” means Fiat S.p.A. and any of its Affiliates (other than the Company or any of its Subsidiaries).

“Financial Officer Certification” means, with respect to any consolidated financial statements of any Person, a certificate of the chief financial officer of such Person stating that such financial statements fairly present, in all material respects, the consolidated financial position of such Person and its Subsidiaries as of the dates indicated and the consolidated results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a consistent basis (except as otherwise disclosed in such financial statements), subject to changes resulting from audit and normal year-end adjustments.

“Financing Transactions” means the execution, delivery and performance by each Borrower and each other Credit Party of the Credit Documents to which it is to be a party, the creation of the Liens provided for in the Collateral Documents and, in the case of the Borrowers, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of the Company and the Subsidiaries ending on December 31 of each calendar year.

“Foreign Assets Control Regulations” as defined in Section 4.21(a).

“Foreign Benefit Arrangement” means any employee benefit arrangement mandated by non-US law.

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

“Foreign Plan Event” means, with respect to any Foreign Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any applicable law, or in excess of the amount that would be permitted absent a waiver from a Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to institute proceedings to terminate any Foreign Plan or to appoint a trustee or similar official to administer any such Foreign Plan, or alleging the insolvency of any such Foreign Plan, or the occurrence of any event or condition that might constitute grounds under applicable law for the termination of, or the appointment of a trustee to administer, any Foreign Plan, (d) the incurrence of any liability in excess of US\$100,000,000 by the Company or any Subsidiary under applicable law on account of the complete or partial termination of such Foreign Plan or the complete or partial withdrawal of any participating employer therein, (e) the occurrence of any act, omission or transaction that would reasonably be expected to result in the incurrence of any liability by the Company or any Subsidiary, or the imposition on the Company or any Subsidiary of any fine, excise tax or penalty resulting from any noncompliance with any applicable law, in each case in excess of US\$100,000,000, (f) the assertion of a claim (other than routine claims for benefits) against any Foreign Plan, or the assets thereof, or against the Company or any Subsidiary in connection with any Foreign Plan, or (g) any other event or condition with respect to a Foreign Plan that could result in material liability of the Company or a Subsidiary.

“Foreign Pledge Agreement” means a pledge or charge agreement granting a Lien on Equity Interests in a Foreign Subsidiary to secure the Obligations, governed by the law of the jurisdiction of organization of such Foreign Subsidiary and in form and substance reasonably satisfactory to the Collateral Agent.

“Foreign Pledgee” as defined in Schedule 1.1A.

“Foreign Pledgee Financial Statements” as defined in Schedule 1.1A.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Fronting Exposure” means, at any time there is a Defaulting Lender, with respect to any Issuing Bank, such Defaulting Lender’s applicable Pro Rata Share of the Letter of Credit Usage attributable to Letters of Credit issued by such Issuing Bank, other than any portion of such Defaulting Lender’s applicable Pro Rata Share of such Letter of Credit Usage that has been reallocated to other Revolving Lenders or cash collateralized in accordance with the terms hereof.

“**Funding Notice**” means a notice substantially in the form of Exhibit I.

“**GAAP**” means generally accepted accounting principles in the United States as in effect from time to time.

“**Gelco Lease Program**” means (i) a Sale/Leaseback Transaction pursuant to which the Company and its Subsidiaries manufacture and sell vehicles to Gelco Corporation (doing business as GE Fleet Services (“**GE Fleet**”)), which vehicles are then leased to the Company pursuant to the terms of a lease for use by the Company in its company car program in the ordinary course of business, as more fully described in and pursuant to the terms of Master Lease Agreements dated October 31, 2001, and November 30, 2007, by and between GE Fleet and Chrysler LLC, together with all related schedules thereto and servicing and agency agreements or (ii) any similar program with Ally or another lender.

“**GMAC Specified Documents**” means, collectively, the Auto Finance Operating Agreement and the Ally Reimbursement Agreement.

“**Gold Key Lease Program**” means (i) the program pursuant to which Chrysler Financial Services Canada Inc. (“**CFSC**”) purchases, as agent and bare trustee for Chrysler Canada, vehicles manufactured or distributed by Chrysler Canada from dealerships with the proceeds of loans made to it by CFSC, and then leases such vehicles, as agent and bare trustee for Chrysler Canada, to the customers of CFSC, the lease payments (and related vehicles) of which are pledged to CFSC and the proceeds thereof are used to repay any outstanding loans owing by Chrysler Canada to CFSC, as more fully described in and pursuant to the terms of (A) that certain Amended and Restated Gold Key Administration Agreement, dated as of August 1, 2007, by and between Chrysler Canada and CFSC, and (B) that certain Amended and Restated Loan Agreement dated as of December 31, 2002, between Chrysler Canada and CFSC or (ii) any similar program with another lender, which program is approved in advance in writing by the Requisite Lenders (in their sole discretion).

“**Governmental Act**” means any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority.

“**Governmental Authority**” means any federal, state, municipal, national, supranational or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the United States of America, any State thereof or the District of Columbia or a foreign entity or government.

“**Governmental Authorization**” means any permit, license, registration, approval, exemption, authorization, plan, directive, binding agreement, consent order or consent decree made to, or issued, promulgated or entered into by or with, any Governmental Authority.

“**Grantor**” as defined in the Guarantee and Collateral Agreement.

“**Group Members**” means the collective reference to the Company and its Subsidiaries other than (i) the JV Subsidiaries, (ii) the ABS Subsidiaries or (iii) the MIDs.

“**GSLP**” means Goldman Sachs Lending Partners LLC.

“**Guarantee and Collateral Agreement**” means the Guarantee and Collateral Agreement to be executed by the Credit Parties substantially in the form of Exhibit J, as it may be amended, restated, supplemented or otherwise modified from time to time.

“**Guarantee Obligation**” means, as to any Person (the “**guaranteeing person**”), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the “**primary obligations**”) of any other third Person (the “**primary obligor**”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Company in good faith.

“**Guarantors**” means the Company and each Subsidiary Guarantor.

“**Hazardous Materials**” means any chemical, material, waste or substance that is prohibited, limited or regulated in any manner by any Governmental Authority or that could pose a hazard to the health and safety of any Person or to the indoor or outdoor environment.

“**Hazardous Materials Activity**” means any past, present, proposed or threatened activity, event or occurrence involving any Hazardous Materials, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Materials, and any corrective action or response action with respect to any of the foregoing.

“Highest Lawful Rate” means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to any Lender that are presently in effect or, to the extent allowed by law, under such applicable laws that may hereafter be in effect and that allow a higher maximum nonusurious interest rate than applicable laws now allow.

“Historical Financial Statements” means (a) the audited consolidated balance sheets as of December 31, 2008, 2009 and 2010, and the related consolidated statements of operations, members’ equity (deficit) and cash flows of the Company (or its predecessors) and its consolidated Subsidiaries for the Fiscal Year ended December 31, 2008, the period from January 1, 2009 through June 9, 2009, the period from June 10, 2009 through December 31, 2009 and the Fiscal Year ended December 31, 2010, and (b) the unaudited condensed consolidated balance sheet as of March 31, 2011 and the related condensed consolidated statements of operations, members’ equity (deficit) and cash flows of the Company and its consolidated Subsidiaries for the Fiscal Quarters ended March 31, 2011 and 2010.

“Howard County Mortgages” means the First Lien Real Estate Mortgage Security Agreement and Fixture Filing, dated as of February 11, 2010, by the Company in favor of Howard County, Indiana, and the Pari Passu Real Estate Mortgage, Security Agreement and Fixture Filing, dated as of February 11, 2010, by the Company in favor of Howard County, Indiana.

“IFRS” means the International Financial Reporting Standards issued by the International Accounting Standards Board in effect from time to time.

“Incremental Assumption Agreement” means an Incremental Assumption Agreement, in form and substance reasonably satisfactory to the Administrative Agent and the Company, among the Company, the Administrative Agent and one or more Incremental Lenders, establishing Incremental Commitments of any Class and effecting such other amendments hereto and to the other Credit Documents as are contemplated by Section 2.24.

“Incremental Commitment” means an Incremental Revolving Commitment or an Incremental Term Loan Commitment.

“Incremental Lender” means an Incremental Revolving Lender or an Incremental Term Lender.

“Incremental Revolving Commitment” means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant to an Incremental Assumption Agreement and Section 2.24, to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender’ s Revolving Exposure under such Incremental Assumption Agreement.

“Incremental Revolving Lender” means a Lender with an Incremental Revolving Commitment.

“Incremental Term Borrowing” means, with respect to Incremental Term Loans of any Series, a Borrowing comprised of such Incremental Term Loans.

“Incremental Term Lender” means a Lender with an Incremental Term Loan Commitment or an Incremental Term Loan.

“Incremental Term Loan” means a loan made by an Incremental Term Lender to the Company pursuant to Section 2.24.

“Incremental Term Loan Commitment” means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant to an Incremental Assumption Agreement and Section 2.24, to make Incremental Term Loans of any Series hereunder, expressed as an amount representing the maximum principal amount of the Incremental Term Loans of such Series to be made by such Lender, subject to any increase or reduction pursuant to the terms and conditions hereof. The initial amount of each Lender’s Incremental Term Loan Commitment of any Series, if any, is set forth in the Incremental Assumption Agreement or Assignment Agreement pursuant to which such Lender shall have established or assumed its Incremental Term Loan Commitment of such Series.

“Incremental Term Loan Exposure” means, with respect to any Lender, for any Series of Incremental Term Loans, at any time, (a) prior to the making of the Incremental Term Loans of such Series hereunder or under any Incremental Assumption Agreement, the Incremental Term Loan Commitment of such Lender to make Incremental Term Loans of such Series at such time and (b) after the making of the Incremental Term Loans of such Series hereunder or under any Incremental Assumption Agreement, the aggregate principal amount of the Incremental Term Loans of such Series of such Lender at such time.

“Incremental Term Loan Maturity Date” means, with respect to Incremental Term Loans of any Series, the scheduled date on which such Incremental Term Loans shall become due and payable in full hereunder, as specified in the applicable Incremental Assumption Agreement.

“Indebtedness” of any Person at any date means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations and Attributable Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all redeemable preferred Equity Interests of such Person, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property

(including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation and (j) for the purposes of Section 7.1(f) only, all obligations of such Person in respect of Swap Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is directly liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor. For purposes of Section 6.3 and Section 6.4, the US Dollar Equivalent amount of Indebtedness denominated in any currency other than US Dollars shall be determined as of the date such Indebtedness is incurred or any commitment for such Indebtedness is issued and the Company and its Subsidiaries shall not be deemed to exceed any limit set forth in Section 6.3 or Section 6.4 solely as a result of subsequent fluctuations in the exchange rate of currency. Indebtedness shall not include vehicle guarantee depreciation programs of any Group Member, or vehicle repurchase obligations or other risk-sharing arrangement with the Company or any of its Subsidiaries including pursuant to dealer franchise agreements or applicable law such as state dealer franchise laws.

“Indemnified Liabilities” means, collectively, any and all liabilities, obligations, losses, damages (including natural resource damages), penalties, claims (including Environmental Claims), actions, judgments, suits, costs (including the costs of any investigation, study, sampling, testing, abatement, cleanup, removal, remediation or other response action necessary to remove, remediate, clean up or abate any Hazardous Materials Activity), expenses and disbursements of any kind or nature whatsoever (including the reasonable fees, expenses and other charges of counsel for the Indemnitees in connection with any investigative, administrative or judicial proceeding or hearing commenced or threatened by any Person (including by any Credit Party or any Affiliate thereof), whether or not any such Indemnitee shall be designated as a party or a potential party thereto, and any fees or expenses incurred by the Indemnitees in enforcing this indemnity), whether direct, indirect, special or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including securities and commercial laws, statutes, rules or regulations and Environmental Laws), on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnitee, in any manner relating to or arising out of (a) this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby (including the Lenders' agreement to make Credit Extensions, the issuance, amendment, extension or renewal of any Letter of Credit by any Issuing Bank (including the failure of any Issuing Bank to honor a drawing under any Letter of Credit as a result of any Governmental Act), the structuring, arrangement or syndication of the credit facilities provided for herein by the Arrangers or the use or intended use of the proceeds thereof, any amendments, waivers or consents with respect to any provision of this Agreement or any of the other Credit Documents, or any enforcement of any of the Credit Documents (including any sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Obligations Guarantee)), (b) any commitment letter, indemnity letter or fee letter executed and delivered by any Agent, any Arranger or any Lender to the Company, or any Affiliate thereof, with respect to the transactions contemplated by this Agreement or (c) any Environmental Claim or any Hazardous Materials Activity relating to or arising from, directly or indirectly, any past or present activity, operation, land ownership, or practice of the Company or any Subsidiary.

“Indemnified Taxes” means (a) Taxes imposed on or with respect to any payment made by any Borrower or any Credit Party under this Agreement or the other Credit Documents and (b) Other Taxes, in each case other than Excluded Taxes.

“Indemnitee” as defined in Section 9.3(a).

“Initial Subsidiary Guarantor” means each Subsidiary listed on Schedule 1.1D that is a party to the Guarantee and Collateral Agreement as a “Guarantor” and “Grantor” thereunder.

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

“Installment” means (a) when used in respect of the Tranche B Term Loans or Tranche B Term Borrowings, each payment of the principal amount thereof due under Section 2.11(a) (including the payment due on the Tranche B Term Loan Maturity Date) and (b) when used in respect of any Incremental Term Loans or Incremental Term Borrowings of any Series, each payment of the principal amount thereof due under Section 2.11(b) (including the payment due on the Incremental Term Loan Maturity Date with respect to the Incremental Term Loans of such Series).

“Intellectual Property” as defined in the Guarantee and Collateral Agreement.

“Intellectual Property Security Agreements” as defined in the Guarantee and Collateral Agreement.

“Intercompany Note” means a promissory note substantially in the form of Exhibit K.

“Intercreditor Agreement” means an Intercreditor Agreement dated as of the Closing Date, in substantially the form of Exhibit L, by and between the Collateral Agent and the “Collateral Agent” as defined in the Senior Second Lien Notes Indenture, the Company and the other Credit Parties.

“Interest Coverage Ratio” means, as of any date of determination, the ratio, as of the last day of the most recent Fiscal Quarter in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b), of (a) EBITDA for the most recent period of four consecutive Fiscal Quarters then ended to (b) Consolidated Interest Expense for the most recent period of four consecutive Fiscal Quarters then ended.

“Interest Payment Date” means (a) with respect to any Loan that is a Base Rate Loan, March 31, June 30, September 30 and December 31 of each year, commencing on the first such date to occur after the Closing Date and (b) with respect to any Loan that is a Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and, in the case of any Interest Period of longer than three months’ duration, each date that is three months, or an integral multiple thereof, after the commencement of such Interest Period.

“**Interest Period**” means, with respect to any Eurodollar Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter (or, in the case of any Eurodollar Rate Borrowing of any Class, 12 months thereafter if consented to by each Lender of such Class), as selected by the Company in the applicable Funding Notice or Conversion/Continuation Notice; provided that (a) if an Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the immediately succeeding Business Day unless no succeeding Business Day occurs in such month, in which case such Interest Period shall end on the immediately preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (c) below, end on the last Business Day of the last calendar month of such Interest Period and (c) notwithstanding anything to the contrary in this Agreement, no Interest Period for a Eurodollar Rate Borrowing of any Class may extend beyond the Maturity Date for Borrowings of such Class. For purposes hereof, the date of a Eurodollar Rate Borrowing shall initially be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“**Interest Rate Determination Date**” means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

“**Internally Generated Cash**” means, with respect to any Fiscal Year, net Cash of the Company and the Subsidiaries provided by activities of the Company and the Subsidiaries during such year, excluding (a) Net Cash Proceeds of any Asset Sale or any Recovery Event, (b) proceeds of any incurrence or issuance of Indebtedness and (c) proceeds of any issuance or sale of Equity Interests in the Company or any Subsidiary or any capital contributions to the Company or any Subsidiary.

“**Investment Grade Ratings Condition**” means, as of date of determination, that the Company shall have been assigned a public corporate family rating of not less than Baa3 from Moody’s, with stable or better outlook, and a public corporate credit rating of not less than BBB- from S&P, with stable or better outlook, and such ratings shall be in effect on such date.

“**IPO**” means the initial underwritten public offering of common Equity Interests in the Company, representing at least 10% of the outstanding common Equity Interests in the Company after giving effect to such offering, pursuant to an effective registration statement filed with the SEC pursuant to the Securities Act.

“**Issuance Notice**” means an Issuance Notice substantially in the form of Exhibit M.

“**Issuing Bank**” means (a) Citibank and Bank of America, N.A. and (b) any other Revolving Lender that shall have become an Issuing Bank as provided herein, other than any such Person that shall have ceased to be an Issuing Bank as provided herein, each in its capacity as an issuer of Letters of Credit hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates or domestic or foreign branches of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate or branch with respect to Letters of Credit issued thereby.

“**Judgment Currency**” as defined in Section 9.24.

“**JV Subsidiary**” means any Subsidiary of a Group Member which is not a Wholly Owned Subsidiary and the business and management of which is jointly controlled by the holders of the Equity Interests thereof pursuant to customary joint venture arrangements.

“**Key Foreign Patents**” as defined in the Guarantee and Collateral Agreement.

“**Key Foreign Trademarks**” as defined in the Guarantee and Collateral Agreement.

“**Lender**” means each Person listed on the signature pages hereto as a Lender, and any other Person that shall have become a party hereto pursuant to an Assignment Agreement or an Incremental Assumption Agreement, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment Agreement.

“**Letter of Credit**” means a commercial or standby letter of credit issued or to be issued by any Issuing Bank pursuant to this Agreement.

“**Letter of Credit Sublimit**” means US\$200,000,000.

“**Letter of Credit Usage**” means, at any time, the sum of (a) the maximum aggregate amount that is, or at any time thereafter pursuant to the terms thereof may become, available for drawing under all Letters of Credit outstanding at such time (regardless of whether any conditions for drawing could then be met) and (b) the aggregate amount of all drawings under Letters of Credit honored by the Issuing Banks and not theretofore reimbursed by or on behalf of a Borrower.

“**Leverage Ratio**” means, as of any date of determination, the ratio of (a) Consolidated Total Debt as of the last day of the most recent Fiscal Quarter in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b), determined on a pro forma basis to give effect to (i) any incurrence of Indebtedness on such date of determination the incurrence of which is subject to compliance with the Leverage Ratio and (ii) any incurrence or repayment or prepayment of Indebtedness applicable to the calculation of the Leverage Ratio in a principal amount exceeding US\$50,000,000 after the last day of such Fiscal Quarter and on or prior to such date of determination to (b) EBITDA for the most recent period of four consecutive Fiscal Quarters in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b).

“**Lien**” means (a) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any capital lease or other lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (b) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities.

“LLC Operating Agreement” means the Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of June 10, 2009, as amended August 7, 2009, January 29, 2010 and April 5, 2011, by and among the Company, the VEBA and the VEBA Holdcos (as defined in the LLC Operating Agreement), Fiat North America LLC, The United States Department of the Treasury, and Canada CH Investment Corporation (f/k/a 7169931 Canada, Inc.).

“Loan” means a Revolving Loan, a Tranche B Term Loan or an Incremental Term Loan of any Series.

“Long-Term Indebtedness” means any Indebtedness that, in conformity with GAAP, constitutes (or, when incurred, constituted) a long-term liability.

“Majority in Interest”, when used in reference to Lenders of any Class, means, at any time, (a) in the case of the Revolving Lenders, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of the Revolving Exposures and unused Revolving Commitments of all the Revolving Lenders at such time and (b) in the case of the Term Lenders of any Class, Lenders having Tranche B Term Loan Exposure or Incremental Term Loan Exposure of any Series, as the case may be, representing more than 50% of the Tranche B Term Loan Exposure or Incremental Term Loan Exposure of such Series, as the case may be, of all the Term Lenders of such Class at such time. For purposes of this definition, the amount of Revolving Exposure, unused Revolving Commitment, Tranche B Term Loan Exposure and Incremental Term Loan Exposure of any Series shall be determined by excluding the Revolving Exposure, unused Revolving Commitment, Tranche B Term Loan Exposure and Incremental Term Loan Exposure of such Series of any Defaulting Lender.

“Make-Whole Premium” means, with respect to any principal amount of Tranche B Term Borrowings prepaid, repriced or refinanced on any date, an amount equal to (a) the sum of the present value as of such date of (i) such principal amount of Tranche B Term Borrowings plus 2.0% of such principal amount of such Tranche B Term Borrowings plus (ii) all interest that would have accrued on such principal amount of Tranche B Term Borrowings from such date through the first anniversary of the Closing Date, in each case computed using a discount rate equal to the Treasury Rate (determined as of the Business Day prior to such date) plus 0.50%, and discounted in accordance with accepted financial practice, minus (b) such principal amount of such Tranche B Term Borrowings. For purposes of clause (a)(ii) of this definition, the amount of interest that would have accrued shall be calculated using the interest rate for such principal amount of such Tranche B Term Borrowings in effect as of the date of such prepayment, repricing or refinancing.

“Margin Stock” as defined in Regulation U of the Board of Governors.

“Marketable Securities” means, with respect to any Person, investments by such Person in fixed income debt securities that have a determinable fair value, are liquid and readily convertible into cash and have been assigned a public credit rating from Moody’s of Baa3 or better with stable outlook and from S&P of BBB- or better with stable outlook.

“**Master Industrial Agreement**” as defined in the Master Transaction Agreement.

“**Master Transaction Agreement**” means that certain Master Transaction Agreement, dated as of April 30, 2009, among Fiat S.p.A., the Company, Chrysler LLC and the other sellers party thereto.

“**Material Acquisition**” means any acquisition, or a series of related acquisitions, whether by purchase, merger or otherwise, of Equity Interests in, or all or substantially all of the assets of, or all or substantially all of the assets constituting a business unit, division, product line or line of business of, any Person, if the Acquisition Consideration therefor exceeds US\$500,000,000 in the aggregate and for which separate financial statements in respect of such Person or assets exist for the relevant period.

“**Material Adverse Effect**” means a material adverse effect on (a) the business, results of operations, assets or financial condition of the Company and its Subsidiaries taken as a whole, (b) the ability of any Borrower or other Credit Party to fully and timely perform any of its material obligations under the Credit Documents, (c) the legality, validity or enforceability against any Borrower or other Credit Party of this Agreement, any other Credit Document (other than a Collateral Document) or, with respect to any material Collateral, any Collateral Document to which it is a party or (d) the rights, remedies and benefits available to, or conferred upon, any Agent, any Lender or any Secured Party under this Agreement, any other Credit Document (other than a Collateral Document) or, with respect to any material Collateral, any Collateral Document.

“**Material Disposition**” means any sale, transfer or other disposition, or a series of related sales, transfers or other dispositions, of (a) all or substantially all the issued and outstanding Equity Interests in any Person that are owned by the Company or any Subsidiary or (b) assets comprising all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of) any Person; provided that the total consideration therefor (determined on the basis consistent with the term “Acquisition Consideration”) paid by the transferee exceeds US\$500,000,000.

“**Material Environmental Amount**” means US\$50,000,000.

“**Material Indebtedness**” means Indebtedness (other than the Indebtedness under the Credit Documents), or obligations in respect of one or more Swap Agreements, of any Group Member in an aggregate principal amount of US\$250,000,000 or more. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of any Group Member in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or any Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

“**Material Junior Indebtedness**” means (a) any secured Indebtedness of any Credit Party (other than Indebtedness to the extent secured (i) by a Lien on any assets which do

not secure the Obligations or (ii) by a Lien pari passu with or senior to the Lien on the assets securing the Obligations) having an aggregate Outstanding Amount in excess of US\$150,000,000 and (b) any Material Unsecured Indebtedness.

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

“**Material Real Estate Asset**” means (a) each Mortgaged Property and (b) each Real Estate Asset owned in fee by a Credit Party that, together with the improvements thereon, has a Net Book Value of US\$5,000,000 or more.

“**Material Unsecured Indebtedness**” means any unsecured Indebtedness of any Credit Party having an aggregate Outstanding Amount in excess of US\$150,000,000.

“**Maturity Date**” means the Revolving Maturity Date, the Tranche B Term Loan Maturity Date or the Incremental Term Loan Maturity Date with respect to the Incremental Term Loans of any Series, as the context requires.

“**MID**” means any Subsidiary of the Company whose sole business is operating an automobile dealership and which is commonly referred to as a marketing investment dealership. Each MID in existence on the Closing Date is set forth on Schedule 1.1E.

“**ML**” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“**Moody’ s**” means Moody’ s Investor Service, Inc., or any successor to its ratings agency business.

“**Mortgage**” means each of the mortgages and deeds of trust made by the Company or any Subsidiary Guarantor in favor of, or for the benefit of, the Collateral Agent, substantially in the form of Exhibit N (with such changes thereto as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded).

“**Mortgaged Property**” means each property listed on Schedule 1.1F, and each real property of the Company or a Subsidiary Guarantor that may be required to be subjected to a Mortgage pursuant to Section 5.7(h).

“**MSSF**” means Morgan Stanley Senior Funding, Inc.

“**Multiemployer Plan**” means a multiemployer plan as defined in section 4001(a)(3) of ERISA.

“**NAIC**” means The National Association of Insurance Commissioners.

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

“Net Cash Proceeds” means (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of Cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of (i) attorneys’ fees, accountants’ fees, investment banking fees, consultants’ fees, finders’ fees, brokers’ fees, advisory fees and other customary fees and expenses actually incurred in connection therewith, (ii) amounts required to be applied to the repayment of Indebtedness secured by a Lien permitted hereunder on any asset which is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Credit Document, a Senior Second Lien Notes Document, any Additional Senior Second Lien Notes Document or any documentation securing any Permitted Additional First Lien Debt or Permitted DOE Facility), (iii) taxes paid or reasonably estimated to be payable as a result thereof, and (iv) in the case of an Asset Sale, a reasonable reserve required to be taken in the applicable sale agreement for any payments (fixed or contingent) attributable to the seller’s indemnities and representations and warranties to the purchaser or seller’s retained liabilities in respect of such Asset Sale undertaken in connection with such Asset Sale including pension and other post-employment benefit liabilities and liabilities related to environmental matters and liabilities under indemnification obligations associated with such Asset Sale (provided that upon release of any such reserve to the Company or any of its Subsidiaries, such amounts shall constitute Net Cash Proceeds and shall be applied in accordance with Section 2.13(a) or (b), as applicable), and (b) in connection with any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, consultants’ fees, finders’ fees, brokers’ fees, advisory fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Net Income” means, for any period, the net income (or loss) of the Company and its Subsidiaries calculated on a consolidated basis for such period determined in accordance with GAAP and before any reduction in respect of any Equity Interests with preferential rights of payment of dividends or upon liquidation, dissolution or winding up; provided that there shall be excluded (a) the cumulative effect of a change in accounting principles during such period and (b) the net income (or loss) for such period of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting; provided, however that Net Income shall be increased by the amount of dividends or distributions or other payments that are actually paid in Cash or Cash Equivalents by such Person to the Company or a Subsidiary in respect of such period.

“Non-Defaulting Lender” means, at any time, each Revolving Lender that is not a Defaulting Lender at such time.

“Non-Public Information” means information that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

“Non-Recourse Debt” means Indebtedness of an Excluded Subsidiary (a) as to which no Credit Party provides any Guarantee Obligation or credit support of any kind or is directly or indirectly liable (as a guarantor or otherwise) and (b) which does not provide any recourse against any of the assets or Equity Interests of any Credit Party, except in each case to the extent permitted by clause (n) of the definition of “Permitted Indebtedness”. Notwithstanding the foregoing, the obligation to make capital contributions pursuant to the governing documents of any JV Subsidiary shall not invalidate the status of the Indebtedness of such JV Subsidiary classified as Non-Recourse Debt pursuant to the terms of this definition.

“Non-US Lender” as defined in Section 2.19(c)(i).

“Non-US Jurisdiction” means any jurisdiction besides (i) the United States of America and (ii) any political subdivision in or of the United States of America.

“Note” means a promissory note issued to any Lender pursuant to Section 2.6(c).

“Obligations” means (a) all obligations of every nature of each Borrower and each other Credit Party under this Agreement and the other Credit Documents, whether for principal, interest (including interest that, but for the filing of a petition in bankruptcy with respect to such Borrower or other Credit Party, would have accrued on any such obligation, whether or not a claim is allowed against such Borrower or other Credit Party for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, fees, expenses, indemnification or otherwise and (b) all Permitted First Lien Non-Loan Exposure.

“Obligations Guarantee” means the guarantee of the Obligations created under Article II of the Guarantee and Collateral Agreement.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“OPEB” means other post-employment benefits.

“Organizational Documents” means (a) with respect to any corporation or company, its certificate or articles of incorporation, organization or association, as amended, and its bylaws, as amended, (b) with respect to any limited partnership, its certificate or declaration of limited partnership, as amended, and its partnership agreement, as amended, (c) with respect to any general partnership, its partnership agreement, as amended, and (d) with respect to any limited liability company, its certificate of formation or articles of organization, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement or any other Credit Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Other Taxes” means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or the other Credit Documents.

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

“Participant Register” as defined in Section 9.6(g)(i).

“PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56).

“PBGC” means the Pension Benefit Guaranty Corporation.

“Permitted Additional First Lien Debt” means Indebtedness of a Credit Party that (a) has been designated by the Company to the Administrative Agent as “Permitted Additional First Lien Debt” pursuant to a notice signed by a Responsible Officer certifying that such Indebtedness meets the requirements of this definition, (b) has a final maturity date not earlier than the latest Maturity Date in effect at the time of such designation, (c) has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Term Loans outstanding at the time of such designation, (d) after giving effect to the incurrence (assuming for this purpose that the Outstanding Amount thereof, in the case of a revolving facility or line of credit, shall be deemed to be the maximum aggregate principal or face amount of Indebtedness that can be outstanding at any one time under such facility or line, irrespective of when such amount is or may actually be incurred and, for the purpose, of this definition, all of which shall be deemed to have been incurred at the time of such designation) and application of proceeds thereof, the Borrowing Base Coverage Ratio is at least 1.10 to 1.00 and (e) is subject to a Permitted Additional First Lien Intercreditor Agreement. For the avoidance of doubt, a Permitted DOE Facility does not constitute Permitted Additional First Lien Debt.

“Permitted Additional First Lien Intercreditor Agreement” means a First Lien Intercreditor Agreement, in substantially the form of Exhibit O, by and between the Collateral Agent and any “Additional Collateral Agent” referred to therein, the Company and the other Credit Parties.

“Permitted DOE Facility” means one or more credit facilities provided to the Company by the DOE under the ATVM Program that (a) provide for term loans by the DOE to the Company in an aggregate principal amount for all such facilities not greater than US\$3,500,000,000, (b) are not guaranteed or benefitted by other credit support provided by any Subsidiary that is not a Subsidiary Guarantor and (c) are secured only by (i) Liens on DOE Assets and proceeds thereof and (ii) (1) in the event the Company determines to secure a portion of any Permitted DOE Facility by a Lien that is pari passu with the Liens securing the Obligations hereunder, Liens created under and subject to the terms of the Collateral Documents, provided that the maximum aggregate principal amount of all Permitted DOE Facilities secured by a Lien that is pari passu with the Liens securing the Obligations shall not at any time exceed the DOE Pari Passu Amount, or (2) in the event the Company determines to secure any Permitted DOE Facility by a Lien that is junior to the Liens securing the Obligations hereunder, Liens created under and subject to the Senior Second Lien Notes Documents; provided that the maximum aggregate principal amount of all Permitted DOE Facilities secured by a Lien that is junior to the Liens securing the Obligations shall not at any time exceed the DOE Second Lien Amount.

“Permitted First Lien Non-Loan Exposure” means Designated Swap Obligations and Designated Cash Management Obligations that, in each case, have been designated in writing by the Company to the Administrative Agent as “Permitted First Lien Non-Loan Exposure”; provided that (a) after giving pro forma effect to such designation and any application of the proceeds thereof the Borrowing Base Coverage Ratio is at least 1.10 to 1.00 and (b) the aggregate Outstanding Amount of Permitted First Lien Non-Loan Exposure shall not exceed US\$1,250,000,000 at any time.

“Permitted Holders” means, collectively, (i) the Fiat Group, (ii) any other Persons that are members of the Company on the Closing Date and (iii) any other Person the Equity Interests in which are owned exclusively by one or more of the Permitted Holders under clause (i) or (ii) of this definition.

“Permitted Indebtedness” means:

- (a) Indebtedness of any Borrower or other Credit Party pursuant to any Credit Document;
- (b) Indebtedness of any Credit Party under the Senior Second Lien Notes Documents in an aggregate principal amount not to exceed US\$3,200,000,000;
- (c) Indebtedness of any Credit Party under the VEBA Notes and Indebtedness of Chrysler Canada or any of its Subsidiaries under the Canadian Health Care Trust Notes;
- (d) Indebtedness owing to Ally under the GMAC Specified Documents;
- (e) (i) Indebtedness of Chrysler Canada and any of its Subsidiaries under the Gold Key Lease Program and (ii) Indebtedness consisting of asset-backed securities issued by one or more ABS Subsidiaries solely to the extent that such Indebtedness is recourse solely to the assets of the ABS Subsidiary issuing such securities and not

guaranteed by any other Group Member, provided that the aggregate Outstanding Amount of all Indebtedness under clauses (i) and (ii) does not exceed CAD\$200,000,000 at any one time outstanding;

(f) Indebtedness under any Conversion Vehicle Wholesale Financing Program in an Outstanding Amount not exceeding US\$90,000,000 at any one time outstanding;

(g) Indebtedness under any Gelco Lease Program;

(h) Indebtedness of the Company or any Subsidiary owing to (i) the Company or any Subsidiary Guarantor or (ii) any other Subsidiary (including, in each case, intercompany ledger balances in connection with customary cash management practices among the Company and its Subsidiaries); provided that any such Indebtedness owing by the Company or any other Credit Party to a Subsidiary that is not a Subsidiary Guarantor shall be subordinated in right of payment to the Obligations pursuant to a subordination agreement in form and substance reasonably satisfactory to the Administrative Agent;

(i) Guarantee Obligations incurred in the ordinary course of business by the Company or any of its Subsidiaries of obligations of any Credit Party to the extent otherwise in accordance with the Credit Documents;

(j) Indebtedness outstanding on the date hereof and listed on Schedule 6.4 to the Disclosure Letter and any Permitted Refinancing thereof;

(k) Indebtedness incurred by the Company or any of its Subsidiaries (i) to finance the purchase of fixed or capital assets that is incurred at the time of, or within 120 days after, the acquisition of such property, or (ii) constituting Capital Lease Obligations and Attributable Obligations, in an Outstanding Amount at any time not to exceed US\$250,000,000, provided that, the Company or any of its Subsidiaries may incur additional Indebtedness described in this clause (k) at any time in an aggregate additional principal amount not to exceed US\$250,000,000 so long as immediately after giving effect to the incurrence of such additional Indebtedness, the pro forma Leverage Ratio as of the date of such incurrence of the Company and its Subsidiaries is less than 4.00:1.00;

(l) unsecured Indebtedness of the Company or any of its Subsidiaries; provided, that either (i) the Net Cash Proceeds thereof are applied to prepay the Loans in accordance with Section 2.13 or (ii) (A) after giving effect to the incurrence of such Indebtedness, the Interest Coverage Ratio of the Company and its Subsidiaries for the four consecutive Fiscal Quarter period most recently ended prior to the date of such incurrence for which financial statements have been delivered pursuant to Section 5.1(a) or 5.1(b), determined on a pro forma basis in accordance with Section 1.2(c), is greater than 2.25:1.00 (and on the date of such incurrence, the Company shall deliver a certificate of a Responsible Officer to the Administrative Agent providing reasonably detailed calculations demonstrating compliance with such Interest Coverage Ratio) and (B) such Indebtedness has a weighted average life to maturity equal to or greater than the

greatest weighted average life to maturity of any Class of Term Loans in effect at the time such Indebtedness is incurred, and the terms of all such unsecured Indebtedness do not provide for any scheduled repayment or mandatory redemption prior to the date that is one year after, and such Indebtedness has a final maturity date at least one year later than, the latest Maturity Date in effect at the time such Indebtedness is incurred (without giving effect to customary offers to purchase upon a change of control, asset sale or event of loss or to acceleration rights after an event of default); and provided, further, for all such Indebtedness incurred under this clause (l), that (x) in the case of Material Unsecured Indebtedness only, such Indebtedness has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Term Loans in effect at the time such Indebtedness is incurred, and the terms of all such unsecured Indebtedness do not provide for any scheduled repayment or mandatory redemption prior to the date that is one year after, and such Indebtedness has a final maturity date at least one year later than, the latest Maturity Date in effect at the time such Indebtedness is incurred (without giving effect to customary offers to purchase upon a change of control, asset sale or event of loss or to acceleration rights after an event of default), (y) the covenants, events of default, guarantees and other terms of such Indebtedness (other than interest rate, call features and redemption premiums), taken as a whole, are not more restrictive of the Company and its Subsidiaries than the terms of this Agreement; provided that if the Company shall deliver to the Administrative Agent at least five Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the incurrence of such Indebtedness a certificate of a Responsible Officer of the Company stating that the Company has determined in good faith that such terms and conditions satisfy the foregoing requirements, and setting forth a description of the material terms and conditions of such Indebtedness or attaching drafts of the documentation relating thereto, the terms and conditions of such Indebtedness shall be deemed to satisfy the foregoing requirement unless the Administrative Agent or any Lender notifies the Company (with a copy to the Administrative Agent if such notice is delivered by a Lender) within such period that it disagrees with such determination (including a reasonably detailed description of the basis upon which it disagrees) and (z) on the date of incurrence, no Default or Event of Default has occurred and is continuing or would occur as a result of the incurrence of such Indebtedness;

(m) Non-Recourse Debt in an aggregate Outstanding Amount not to exceed 10% of Consolidated Total Assets of the Company and its Subsidiaries as of the date of incurrence of any such Non-Recourse Debt;

(n) Indebtedness of a Foreign Subsidiary or a JV Subsidiary in an Outstanding Amount not exceeding US\$400,000,000 at any one time and any unsecured Guarantee Obligations of any Credit Party thereof; and unsecured Guarantee Obligations of any Excluded Subsidiary in respect of Indebtedness of any other Excluded Subsidiary;

(o) Indebtedness of a newly acquired Subsidiary that is outstanding on the date such Subsidiary is acquired; provided that any such Indebtedness was not created in contemplation of such purchase or other acquisition;

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

(q) Indebtedness in respect of letters of credit (other than letters of credit supporting Indebtedness, except to the extent permitted by clause (n)(i)(E) of the definition of Permitted Liens);

(r) Indebtedness arising from industrial revenue, development bond or similar financings where the Company and/or any Subsidiary is both the lessee of the financial property and the holder of the bonds;

(s) any Permitted Refinancing of other Permitted Indebtedness (other than of any Indebtedness incurred under clause (k), (l), (m), (n), (t), (w), (aa), (bb), (cc), (dd), (ee), (ff) or (gg) of this definition);

(t) Indebtedness in respect of loans, grants or other arrangements made by a government or quasi-government entity, other than any Permitted DOE Facility (but including Indebtedness arising from grants or other arrangements made pursuant to section 136 of the EISA);

(u) Indebtedness incurred by the Company or any of its Subsidiaries arising from agreements providing for indemnification, adjustment of purchase price or similar obligations, in each case incurred or assumed in connection with investments or permitted Dispositions of any business, asset or any Equity Interests of a Subsidiary of the Company or any of its Subsidiaries;

(v) Indebtedness of the Company or any of its Subsidiaries in respect of netting services, overdraft protections, employee/corporate credit card programs and other similar arrangements in connection with deposit accounts in the ordinary course of business;

(w) unsecured Guarantee Obligations in connection with guarantees or other credit support provided by the Company or any of its Subsidiaries for the benefit of their suppliers and dealerships in an Outstanding Amount not to exceed US\$250,000,000 at any time;

(x) Indebtedness of or Guarantee Obligations of any Group Member in respect of Indebtedness of MIDs incurred in the ordinary course of business and consistent with past practices to finance vehicle inventory, other assets and working capital;

(y) to the extent the same constitutes Indebtedness, the obligation of the Company or any Subsidiary to make capital contributions to a JV Subsidiary to the extent required by the governing documents of such JV Subsidiary in effect on the date hereof;

(z) Indebtedness under the Auburn Hills Agreement;

(aa) Indebtedness of Chrysler de Mexico S.A. de C.V. consisting of a term loan facility in an aggregate principal amount of US\$500,000,000 or its equivalent in Mexican pesos; provided that such Indebtedness shall constitute Non-Recourse Debt (other than with respect to the Liens permitted by clause (y) of the definition of Permitted Liens);

(bb) Permitted Additional First Lien Debt in an aggregate Outstanding Amount at any time not to exceed (i) US\$1,750,000,000 less (ii) the sum of (A) the aggregate Outstanding Amount of Incremental Term Loans in excess of US\$500,000,000 plus (B) the Outstanding Amount of any DOE Pari Passu Amount secured by the Collateral under the Collateral Documents;

(cc) Indebtedness under any Permitted DOE Facility;

(dd) Indebtedness of any Credit Party under the Senior Second Lien Notes Documents or any Additional Senior Second Lien Notes Documents; provided that (i) immediately after giving effect to the incurrence of such Indebtedness, the pro forma Secured Leverage Ratio as of the date of such incurrence of the Company and its Subsidiaries is less than 2.25:1.00 (and on the date of such incurrence, the Company shall deliver a certificate of a Responsible Officer to the Administrative Agent providing reasonably detailed calculations demonstrating compliance with such Secured Leverage Ratio), (ii) such Indebtedness has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Term Loans in effect at the time such Indebtedness is incurred, and the terms of all such Indebtedness do not provide for any scheduled repayment or mandatory redemption prior to the date that is one year after, and such Indebtedness has a final maturity date at least one year later than, the latest Maturity Date in effect at the time such Indebtedness is incurred (without giving effect to customary offers to purchase upon a change of control, asset sale or event of loss or to acceleration rights after an event of default); and (iii) on the date of incurrence, no Default or Event of Default has occurred and is continuing or would occur as a result of the incurrence of such Indebtedness;

(ee) Indebtedness of any Credit Party under the Senior Second Lien Notes Documents or any Additional Senior Second Lien Notes Documents in an aggregate Outstanding Amount at any time not to exceed an amount equal to (i) US\$500,000,000 less the (ii) aggregate principal amount of Indebtedness incurred by the Company or any Subsidiary in reliance on clause (c) of the definition of Permitted Refinancing; provided that (A) such Indebtedness has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Term Loans in effect at the time such Indebtedness is incurred, and the terms of all such Indebtedness do not provide for any scheduled repayment or mandatory redemption prior to the date that is

one year after, and such Indebtedness has a final maturity date at least one year later than, the latest Maturity Date in effect at the time such Indebtedness is incurred (without giving effect to customary offers to purchase upon a change of control, asset sale or event of loss or to acceleration rights after an event of default); and (B) on the date of incurrence, no Default or Event of Default has occurred and is continuing or would occur as a result of the incurrence of such Indebtedness;

(ff) Indebtedness constituting obligations for the deferred purchase price of engineering, design and development services in respect of any vehicle (or component thereof) supplied to the Company or any of its Subsidiaries in connection with a supply agreement with any member of the Fiat Group, provided that the aggregate Outstanding Amount of such Indebtedness does not exceed US\$125,000,000 (or its equivalent in one or more currencies as of the date of incurrence thereof) at any time; and

(gg) Indebtedness, in addition to any other Indebtedness permitted above, in an aggregate Outstanding Amount at any time not to exceed US\$100,000,000.

“Permitted Liens” means:

(a) Liens created pursuant to the Guarantee and Collateral Agreement and the other Collateral Documents, securing the Obligations and, to the extent no Permitted DOE Facility is secured by any Lien created under the Senior Second Lien Notes Documents pursuant to clause (aa) of this definition, any DOE Pari Passu Amount;

(b) Liens on the Collateral securing obligations under the Senior Second Lien Notes Documents or any Additional Senior Second Lien Notes Documents permitted by clause (b), (dd) or (ee) of the definition of Permitted Indebtedness or constituting Permitted Refinancing of Indebtedness under clause (b) or (c) of the definition thereof; provided that such Liens are subordinated to the Liens securing the Obligations in accordance with the terms of the Intercreditor Agreement or any Additional Intercreditor Agreement;

(c) Liens on the beneficial interest of Chrysler Canada and its Subsidiaries in vehicle leases to the extent that such Liens attach to leases or other receivables arising from the sale or lease of vehicles and such vehicles originated under the Gold Key Lease Program to secure Indebtedness permitted under clause (e) of the definition of Permitted Indebtedness;

(d) Liens to secure Indebtedness permitted under clause (f) of the definition of Permitted Indebtedness;

(e) Liens on vehicle leases and the related vehicles originated under the Gelco Lease Program to secure Indebtedness permitted under clause (g) of the definition of Permitted Indebtedness;

(f) Liens in existence on the Closing Date and listed on Schedule 6.3 to the Disclosure Letter; provided that no such Lien covers any additional property after the Closing Date (except substitutions, replacements or proceeds thereof) and that the amount of Indebtedness secured thereby is not increased (except as otherwise permitted by this Agreement);

(g) Liens on property of a Person at the time such Person becomes a Subsidiary; provided that, such Liens are not created, incurred or assumed in connection with, or in contemplation of, such Person becoming a Subsidiary; provided further, however, that any such Lien may not extend to any other property owned by the Company or any other Subsidiary;

(h) Liens securing Indebtedness of the type described in clause (d) of the definition of Permitted Indebtedness;

(i) Liens on the assets of Excluded Subsidiaries securing Indebtedness of an Excluded Subsidiary permitted under clause (m) of the definition of Permitted Indebtedness;

(j) Liens securing Indebtedness permitted by clause (r) of the definition of Permitted Indebtedness on assets financed, acquired, constructed or improved with the proceeds of such Indebtedness;

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

(l) Liens securing Indebtedness under clause (s) of the definition of Permitted Indebtedness which is incurred to extend, renew, refinance, or replace any Indebtedness which was secured by a Lien permitted under Section 6.3; provided that any such Liens do not cover any property or assets of the Company or its Subsidiaries (other than substitutions, replacements or proceeds thereof) not securing the Indebtedness so extended, renewed, refinanced or replaced;

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

(n) (i) Liens incurred or pledges or deposits made in connection with (A) workers' compensation claims, unemployment insurance or ordinary course social security or pension benefits (but not including any Lien in favor of the PBGC), (B) the performance of bids, tenders, sales, contracts (in each case, other than for the repayment of Indebtedness), (C) statutory obligations, (D) surety, appeal, customs or performance bonds and similar obligations or (E) banker' s acceptances, bank guarantees, letters of credit, surety bonds or similar arrangements to the extent issued to support any obligation described in clauses (A) through (D), (ii) deposits as security for import or customs duties or for the payment of rent, in each case for clauses (i) and (ii) incurred in the ordinary course of business, and (iii) carriers' , warehousemen' s, mechanics' , materialmen' s,

repairmen' s, construction or other like Liens arising in the ordinary course of business to secure amounts (A) that are not overdue for a period of more than 90 days or that may hereafter be paid without material penalty or (B) that are being contested in good faith by appropriate proceedings;

(o) permits, servitudes, licenses, easements, rights-of-way, restrictions and other similar encumbrances imposed by applicable law or incurred in the ordinary course of business or minor imperfections in title to real property that do not in the aggregate materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole, including the following: (i) zoning, entitlement, conservation restriction and other land use and environmental regulations by one or more Governmental Authorities which do not materially interfere with the present use of the material assets of the Company and its Subsidiaries, (ii) all covenants, conditions, restrictions, easements, encroachments, charges, rights-of-way and any similar matters of record set forth in any state, local or municipal franchise on title to material real property of the Company and its Subsidiaries which do not materially interfere with the present use of such property, and (iii) minor survey exceptions and matters as to real property of the Company and its Subsidiaries which would be disclosed by an accurate survey or inspection of such real property and do not materially impair the occupancy or current use of such real property;

(p) (i) leases, licenses, subleases or sublicenses of assets (including real property and Intellectual Property) granted to others that do not in the aggregate materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole, (ii) other rights to the use of, or restrictions on the use of, assets (including real property and Intellectual Property) granted in favor of others (other than to support Indebtedness) in the ordinary course of business or that do not in the aggregate materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole and (iii) licenses and sublicenses of Intellectual Property or other general intangibles in the ordinary course of business;

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

(r) Liens securing Indebtedness or other obligations of a Subsidiary owing to the Company or a Subsidiary Guarantor;

(s) (i) Liens, deposits, pledges or rights of setoff created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts held at such banks or financial institutions or over investment property held in a securities account, as the case may be, to secure fees and charges in the ordinary course of business or returned items and charge backs in the ordinary course of business, facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts or securities accounts in the ordinary course of business, and (ii) Liens, deposits or pledges created in the ordinary course of business in favor of banks and other financial institutions to implement employee/ corporate credit card or procurement card programs;

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

(u) pledges or deposits of Cash or Cash Equivalents made to secure obligations in respect of Swap Agreements permitted hereunder;

(v) servicing agreements, development agreements, site plan agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the property and assets of the Company or any of its Subsidiaries consisting of real property, provided the same are complied with in all material respects;

(w) any Lien consisting of rights reserved to or vested in any Governmental Authority by applicable law;

(x) Liens arising from UCC financing statement filings (or similar filings) regarding or otherwise arising under leases entered into by the Company or any of its Subsidiaries or in connection with sales of accounts, payment intangibles, chattel paper or instruments;

(y) Liens on contract receivables of any Credit Party generated in respect of a specified line of vehicles (as identified in writing by the Company to the Administrative Agent) manufactured by Chrysler de Mexico S.A. de C.V., securing Indebtedness permitted under clause (aa) of the definition of Permitted Indebtedness;

(z) Liens on the Collateral securing Permitted Additional First Lien Debt incurred pursuant to clause (bb) of the definition of Permitted Indebtedness; provided that such Liens are subject to a Permitted Additional First Lien Intercreditor Agreement;

(aa) Liens on DOE Assets securing Indebtedness under any Permitted DOE Facility and, to the extent no Permitted DOE Facility is secured by any Lien created under the Collateral Documents pursuant to clause (a) of this definition, Liens created under the Senior Second Lien Notes Documents securing the DOE Second Lien Amount;

(bb) Liens granted by the Howard County Mortgages;

(cc) Liens securing Indebtedness constituting revenue, municipal or other government bonds permitted by clause (t) of the definition of Permitted Indebtedness; provided that (i) the aggregate Outstanding Amount of all such Indebtedness secured by such Liens shall not exceed US\$100,000,000 at any time and (ii) in each case such Liens do not encumber any property (except substitutions, replacements or proceeds thereof) other than property financed by such Indebtedness; and

(dd) Liens not otherwise permitted by the foregoing clauses securing obligations or other liabilities of any Group Member; provided that the Outstanding Amount of all such obligations and liabilities secured by such Liens shall not exceed US\$100,000,000 at any time.

“**Permitted Refinancing**” means any Indebtedness (or preferred Equity Interests, as the case may be) issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease, discharge or refund, other Permitted Indebtedness (or preferred Equity Interests, as the case may be); provided that:

(a) except as set forth in clause (b) or (c) below:

(i) the principal amount (or accreted value, if applicable) of such Indebtedness (or preferred Equity Interests, as the case may be) does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness (or preferred Equity Interests, as the case may be) so extended, refinanced, renewed, replaced, defeased, discharged or refunded (plus all accrued interest thereon and the amount of all fees, expenses and premiums incurred in connection therewith);

(ii) such Indebtedness (or preferred Equity Interests, as the case may be) (x) has a final maturity date later than the final maturity date of, or (y) has a weighted average life to maturity equal to or greater than the weighted average life to maturity of, the Indebtedness (or preferred Equity Interests, as the case may be) being extended, refinanced, renewed, replaced, defeased, discharged or refunded; provided that in the case of clause (y), such Indebtedness has a final maturity date later than the latest Maturity Date in effect at the time such Indebtedness is incurred;

(iii) such Indebtedness (or preferred Equity Interests, as the case may be) shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of the Indebtedness (or preferred Equity Interests, as the case may be) being extended, refinanced, renewed, replaced, defeased, discharged or refunded) prior to the earlier of (x) the maturity of such Indebtedness (or preferred Equity Interests, as the case may be) being extended, refinanced, renewed, replaced, defeased, discharged or refunded and (y) the date 180 days after the latest Maturity Date in effect on the date such Indebtedness is incurred;

(iv) such Indebtedness shall not constitute an obligation (including pursuant to a Guarantee Obligation) of any Subsidiary that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become) an obligor in respect of the Indebtedness (or preferred Equity Interests, as the case may be) so extended, refinanced, renewed, replaced, defeased, discharged or refunded;

(v) if the Indebtedness (or preferred Equity Interests, as the case may be) so extended, refinanced, renewed, replaced, defeased, discharged or refunded shall have been subordinated to the Obligations, such Indebtedness shall also be subordinated to the Obligations on terms not less favorable in any material respect to the Lenders;

(vi) if the Indebtedness so refinanced, replaced, defeased, discharged or refunded shall have been incurred under any revolving credit or similar arrangement, the commitments under such arrangement shall have been permanently reduced by the amount of such Permitted Refinancing;

(vii) such Indebtedness shall not be secured by any Lien on any asset other than the assets that secured the Indebtedness (or preferred Equity Interests, as the case may be) so extended, refinanced, renewed, replaced, defeased, discharged or refunded (or that would have been required to secure such Indebtedness pursuant to the terms thereof) or, in the event Liens securing the Indebtedness (or preferred Equity Interests, as the case may be) so extended, refinanced, renewed, replaced, defeased, discharged or refunded shall have been contractually subordinated to any Lien securing the Obligations, by any Lien that shall not have been contractually subordinated to at least the same extent; and

(viii) (1) in the case of Indebtedness that extends, refinances, renews, replaces, defeases, discharges or refunds the VEBA Notes or the Canadian Health Care Trust Notes, the terms of such Indebtedness, taken as a whole, are not more restrictive to the applicable obligor than is customary for comparable unsecured Indebtedness for obligors with comparable credit ratings at the time based on prevailing market conditions (as determined by the Company in good faith) and, in any event, are not more restrictive to the applicable obligor than the terms of this Agreement and (2) in all other cases, the terms of such Indebtedness (or preferred Equity Interests, as the case may be), taken as a whole, are not more restrictive to the applicable obligor than the Indebtedness (or preferred Equity Interests, as the case may be) being extended, refinanced, renewed, replaced, defeased, discharged or refunded (other than with respect to interest rates, fees, liquidation preferences, premiums and no-call periods);

(b) unsecured Indebtedness of the Company or any Subsidiary, including the VEBA Notes and the Canadian Health Care Trust Notes, may be refinanced, replaced, discharged or refunded with the proceeds of Indebtedness of the Credit Parties incurred under the Senior Second Lien Notes Documents or any Additional Senior Second Lien Notes Documents; provided that (i) immediately after giving effect to the incurrence of such Indebtedness, the pro forma Secured Leverage Ratio as of the date of such incurrence of the Company and its Subsidiaries is less than 2.25:1.00 (and on the date of such incurrence, the Company shall deliver a certificate of a Responsible Officer to the Administrative Agent providing reasonably detailed calculations demonstrating compliance with such Secured Leverage Ratio); (ii) the principal amount (or accreted value, if applicable) of such Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so refinanced, replaced, defeased,

discharged or refunded (plus all accrued interest thereon and the amount of all fees, expenses and premiums incurred in connection therewith), (iii) such Indebtedness has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Term Loans in effect at the time such Indebtedness is incurred, and the terms of all such Indebtedness do not provide for any scheduled repayment or mandatory redemption prior to the date that is one year after, and such Indebtedness has a final maturity date at least one year later than, the latest Maturity Date in effect at the time such Indebtedness is incurred (without giving effect to customary offers to purchase upon a change of control, asset sale or event of loss or to acceleration rights after an event of default), and (iv) on the date of incurrence, no Default or Event of Default has occurred and is continuing or would occur as a result of the incurrence of such Indebtedness; and

(c) unsecured Indebtedness of the Company or any Subsidiary, including the VEBA Notes and the Canadian Health Care Trust Notes, may be refinanced, replaced, discharged or refunded with the proceeds of Indebtedness of the Credit Parties incurred under the Senior Second Lien Notes Documents or any Additional Senior Second Lien Notes Documents in an aggregate principal amount not to exceed (i) US\$500,000,000 less (ii) the aggregate principal amount of Indebtedness incurred by the Company or any Subsidiary in reliance on clause (ee) of the definition of Permitted Indebtedness; provided, that (A) the principal amount (or accreted value, if applicable) of such Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so refinanced, replaced, defeased, discharged or refunded (plus all accrued interest thereon and the amount of all fees, expenses and premiums incurred in connection therewith), (B) such Indebtedness has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Term Loans in effect at the time such Indebtedness is incurred, and the terms of all such Indebtedness do not provide for any scheduled repayment or mandatory redemption prior to the date that is one year after, and such Indebtedness has a final maturity date at least one year later than, the latest Maturity Date in effect at the time such Indebtedness is incurred (without giving effect to customary offers to purchase upon a change of control, asset sale or event of loss or to acceleration rights after an event of default), and (C) on the date of incurrence, no Default or Event of Default has occurred and is continuing or would occur as a result of the incurrence of such Indebtedness.

“**Person**” means any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

“**Platform**” means IntraLinks/IntraAgency, SyndTrak or another similar website or other information platform.

“**Plan**” means any employee benefit plan (other than a Multiemployer Plan) that is subject to Title IV of ERISA, section 302 of ERISA or section 412 of the Code and in respect of which the Company or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under section 4069 of ERISA be deemed to be) an “employer” as defined in section 3(5) of ERISA.

“**Pledged Equity Interests**” as defined in the Guarantee and Collateral Agreement.

“**Post-Closing Deliverables**” as defined in Section 5.7(k).

“**Prime Rate**” means the rate of interest per annum publicly announced from time to time by Citibank as its base rate or prime rate in effect at its principal office in New York City. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Any Agent and any Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“**Principal Trade Names**” means each of the Registered trademarks listed under the heading “Principal Trade Names” on Schedule 1.1G (as supplemented from time to time in accordance with the provisions of Section 5.7(g)).

“**Pro Rata Share**” means, with respect to any Lender, at any time, (a) when used in reference to payments, computations and other matters relating to the Tranche B Term Loans or Tranche B Term Borrowings, the percentage obtained by dividing (i) the Tranche B Term Loan Exposure of such Lender at such time by (ii) the aggregate Tranche B Term Loan Exposure of all the Lenders at such time, (b) when used in reference to payments, computations and other matters relating to the Revolving Commitments, Revolving Loans or Revolving Borrowings or the Letters of Credit, participations therein or the Letter of Credit Usage, the percentage obtained by dividing (i) the Revolving Commitment of such Lender at such time by (ii) the aggregate Revolving Commitments of all the Lenders at such time, provided that if the Revolving Commitments have terminated or expired, the Pro Rata Share under this clause (b) shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments, (c) when used in reference to payments, computations and other matters relating to Incremental Term Loan Commitments, Incremental Term Loans or Incremental Term Borrowings of any Series, the percentage obtained by dividing (i) the Incremental Term Loan Exposure of such Lender with respect to such Series at such time by (ii) the aggregate Incremental Term Loan Exposure of all the Lenders with respect to such Series at such time, and (d) when used in reference to any other purpose (including Section 8.6), the percentage obtained by dividing (i) an amount equal to the sum of the Tranche B Term Loan Exposure, the Revolving Commitments and the Incremental Term Loan Exposure of such Lender at such time by (ii) an amount equal to the sum of the aggregate Tranche B Term Loan Exposure, the aggregate Revolving Commitments and the aggregate Incremental Term Loan Exposure of all the Lenders at such time; provided that if the Revolving Commitments have terminated or expired and there shall no longer be any Tranche B Term Loan Exposure or Incremental Term Loan Exposure, as the case may be, the Pro Rata Share under this clause (d) shall be determined based upon the Revolving Commitments, the Tranche B Term Loan Exposure and/or the Incremental Term Loan Exposure, as the case may be, most recently in effect, giving effect to any assignments.

“**Process Agent**” as defined in Section 9.15(b).

“Prohibited Jurisdiction” means any country or jurisdiction, from time to time, that is the subject of a prohibition order (or any similar order or directive), or otherwise targeted by economic sanctions or trade restrictions promulgated or administered by any Governmental Authority of the United States.

“Prohibited Person” means any Person:

- (a) listed in the Annex to the Executive Order or identified pursuant to the provisions of Section 1 of the Executive Order;
- (b) that is owned or controlled by, or acting for or on behalf of, any Person listed in the Annex to the Executive Order or identified pursuant to the provisions of Section 1 of the Executive Order;
- (c) with whom a Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or anti-money laundering law, including the Executive Order;
- (d) who commits, threatens, conspires to commit, or supports “terrorism” as defined in the Executive Order;
- (e) who is named as a “specially designated national and blocked person” on the most current list published by the OFAC at its official website, at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf> or at any replacement website or other replacement official publication of such list; or
- (f) who is owned or controlled by a Person listed above in paragraph (c) or (e).

“Projections” means the projections of the Company and the Subsidiaries for the Fiscal Year 2011 through and including the Fiscal Year 2014.

“Properties” as defined in Section 4.15(a).

“Public Lenders” means Lenders that do not wish to receive material Non-Public Information with respect to the Company, the Subsidiaries or their Securities.

“Real Estate Asset” means any interest (fee, leasehold or otherwise) owned by any Credit Party in any real property.

“Real Estate Deliverables” as defined in Section 5.7(j).

“Recovery Event” means any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member which results in receipt of Net Cash Proceeds by a Group Member in an amount in excess of (i) US\$50,000,000 for any such settlement or payment (or series of related settlements or payments) or (ii) US\$100,000,000 in the aggregate for all such settlements or payments, and together with the Net Cash Proceeds of all Dispositions, during any twelve month period

(provided with respect to clause (ii), (A) only such Net Cash Proceeds in excess of US\$100,000,000 shall be required to be applied in accordance with Section 2.13(b) and (B) the terms “Disposition” and “Recovery Event” shall be deemed to exclude any Disposition (or series of related Dispositions) and any settlement or payment (or series of related settlements or payments), respectively, that yields Net Cash Proceeds of less than US\$5,000,000).

“**Reference Treasury Dealer**” means any of Citibank Global Markets Inc., Morgan Stanley & Co. Incorporated, Goldman Sachs & Co. and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors; provided that if any of the foregoing shall cease to be a primary United States Government securities dealer in New York City (a “**Primary Treasury Dealer**”), the Administrative Agent, in consultation with the Company, shall select another Primary Treasury Dealer to act as Reference Treasury Dealer.

“**Reference Treasury Dealer Quotations**” means, with respect to each Reference Treasury Dealer and on any date, the average, as determined by the Administrative Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Administrative Agent by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such date.

“**Register**” as defined in Section 2.6(b).

“**Registered**” as defined in the Guarantee and Collateral Agreement.

“**Regulation D**” means Regulation D of the Board of Governors.

“**Regulation FD**” means Regulation FD as promulgated by the SEC under the Securities Act and Exchange Act.

“**Regulation U**” means Regulation U of the Board of Governors.

“**Reimbursement Date**” as defined in Section 2.3(d).

“**Related Agreements**” means, collectively, (a) the Senior Second Lien Notes Documents and (b) the Letter Agreement dated as of April 20, 2011, between UAW Retiree Medical Benefits Trust, Fiat S.p.A., the United States Department of the Treasury, Canada CH Investment Corporation and Chrysler Group LLC.

“**Related Fund**” means, with respect to any Lender that is an investment fund, any other investment fund that invests in commercial loans and that is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the directors, officers, partners, members, trustees, employees, controlling persons, agents and advisors of such Person and of such Person’s Affiliates.

“**Related Transactions**” means each of the transactions described in the Related Agreements.

“**Release**” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

“**Reorganization**” means, with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of section 4241 of ERISA.

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

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

“**Requisite Lenders**” means, at any time, Lenders having or holding Revolving Exposure, unused Revolving Commitments, Tranche B Term Loan Exposure and Incremental Term Loan Exposure representing more than 50% of the sum of the Revolving Exposure, unused Revolving Commitments, Tranche B Term Loan Exposure and Incremental Term Loan Exposure of all the Lenders at such time. For purposes of this definition, the amount of Revolving Exposure, unused Revolving Commitment, Tranche B Term Loan Exposure and Incremental Term Loan Exposure shall be determined by excluding the Revolving Exposure, unused Revolving Commitment, Tranche B Term Loan Exposure and Incremental Term Loan Exposure of any Defaulting Lender.

“**Responsible Officer**” means the chief executive officer, president, chief accounting officer, chief financial officer, treasurer, assistant treasurer or controller or, for the purposes of Section 5.6 only, to include the secretary of the Company, or, in each case, any individual with a substantially equivalent title.

“**Restricted Cash**” means Cash, Cash Equivalents and Marketable Securities of the Company and the Subsidiary Guarantors (a) that are subject to a Lien (other than the Liens created pursuant to the Collateral Documents, the Senior Second Lien Notes Documents, any Additional Senior Second Lien Notes Documents, any documentation securing any Permitted Additional First Lien Debt and other than ordinary course set off rights of depository banks for charges and fees related to amounts held therewith), or (b) the use of which is otherwise restricted pursuant to any Requirement of Law or Contractual Obligation.

“**Restricted Payment**” as defined in Section 6.5.

“**Revolving Borrowing**” means a Borrowing comprised of Revolving Loans.

“**Revolving Commitment**” means, with respect to any Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender’s Revolving Exposure hereunder. The initial amount of each Lender’s Revolving Commitment, if any, is set forth on Schedule 2.1 or in the applicable Assignment Agreement or Incremental Assumption Agreement, as applicable, subject to any increase or reduction pursuant to the terms and conditions hereof, including increases from time to time in accordance with Section 2.24(d). The aggregate amount of the Revolving Commitments as of the Closing Date is US\$1,300,000,000.

“**Revolving Commitment Period**” means the period from the Closing Date to but excluding the Revolving Commitment Termination Date.

“**Revolving Commitment Termination Date**” means the earlier to occur of (a) the Revolving Maturity Date and (b) the date on which all the Revolving Commitments are terminated or permanently reduced to zero pursuant hereto.

“**Revolving Exposure**” means, with respect to any Lender at any time, the sum of (a) the aggregate principal amount of the Revolving Loans of such Lender outstanding at such time and (b) such Lender’s applicable Pro Rata Share of the Letter of Credit Usage at such time.

“**Revolving Lender**” means a Lender with a Revolving Commitment or Revolving Exposure.

“**Revolving Loan**” means a Revolving Loan made by a Lender to a Borrower pursuant to Section 2.2(a).

“**Revolving Maturity Date**” means the fifth anniversary of the Closing Date.

“**Sale/Leaseback Transaction**” means any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by any such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of any such Group Member.

“**S&P**” means Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, Inc., or any successor to its rating agency business.

“**SEC**” means the United States Securities and Exchange Commission.

“**Secured Leverage Ratio**” means, as of any date of determination, the ratio of (a) Consolidated Secured Debt as of the last day of the most recent Fiscal Quarter in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b), determined on a pro forma basis to give effect to (i) any incurrence of Indebtedness on such date of determination the incurrence of which is subject to compliance with the Secured Leverage Ratio and (ii) any incurrence or repayment or prepayment of Indebtedness applicable to the calculation of the Secured Leverage Ratio in a principal amount exceeding US\$50,000,000 after the last day of such Fiscal Quarter and on or prior to such date of

determination to (b) EBITDA for the most recent period of four consecutive Fiscal Quarters in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b).

“**Secured Parties**” as defined in the Guarantee and Collateral Agreement.

“**Securities**” means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

“**Securities Act**” means the Securities Act of 1933.

“**Senior Second Lien Notes**” means the Company’ s 8% Senior Secured Notes due 2019 in an aggregate principal amount of US\$1,500,000,000 and 8 1/4% Senior Secured Notes due 2021 in an aggregate principal amount of US\$1,700,000,000, issued by the Company and the Co-Issuer Subsidiary pursuant to the Senior Second Lien Notes Indenture

“**Senior Second Lien Notes Indenture**” means the Indenture dated as of May 24, 2011, by and among the Company, the Co-Issuer Subsidiary, the other Credit Parties party thereto as guarantors, Wilmington Trust FSB, as trustee, Citibank, as the paying agent and registrar and Citibank, as collateral agent.

“**Senior Second Lien Notes Documents**” means the Senior Second Lien Notes Indenture and all other instruments, documents and agreements delivered by or on behalf of any Credit Party pursuant to the Senior Second Lien Notes Indenture, including any instruments, documents and agreements delivered in order to grant to, or perfect in favor of, the collateral agent, for the benefit of the holders of the Senior Second Lien Notes, a Lien on any property of such Credit Party as security for the obligations under the Senior Second Lien Notes Indenture.

“**Senior Secured Leverage Ratio**” means, as of any date of determination, the ratio of (a) Consolidated Senior Secured Debt as of the last day of the most recent Fiscal Quarter in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b), determined on a pro forma basis to give effect to (i) any incurrence of Indebtedness on such date of determination the incurrence of which is subject to compliance with the Senior Secured Leverage Ratio and (ii) any incurrence or repayment or prepayment of Indebtedness applicable to the calculation of the Senior Secured Leverage Ratio in a principal amount exceeding US\$50,000,000 after the last day of such Fiscal Quarter and on or prior to such date of determination to (b) EBITDA for the most recent period of four consecutive Fiscal Quarters in respect of which financial statements have been delivered to the Administrative Agent in accordance with Section 5.1(a) or 5.1(b).

“**Series**” as defined in Section 2.24(b).

“**Shareholder Agreement**” as defined in the Master Transaction Agreement.

“**Similar Business**” means any business conducted or proposed to be conducted by the Company and its Subsidiaries, taken as a whole, on the Closing Date or any business that is similar, reasonably related, incidental or ancillary thereto.

“**Solvent**” means, with respect to the Company and its Subsidiaries, on a consolidated basis, that as of the date of determination, (a) the sum of such entities’ debt and other liabilities (including contingent liabilities) does not exceed the present fair saleable value of such entities’ present assets as of such date, (b) such entities’ capital is not unreasonably small in relation to the businesses of such entities as conducted on, or proposed to be conducted following, such date, (c) such entities have not incurred and do not intend to incur, or believe (nor should such entities reasonably believe) that such entities will incur, debts and liabilities (including contingent liabilities) beyond their ability to pay such debts and liabilities as they become due (whether at maturity or otherwise) and (d) such entities, on a consolidated basis, are “solvent” within the meaning given to that term and similar terms under the Bankruptcy Code and applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under GAAP).

“**Specified Documents**” means each of, and collectively, (i) the Auto Finance Operating Agreement, (ii) the Master Industrial Agreement, (iii) the Shareholder Agreement, (iv) the LLC Operating Agreement, (v) the UAW Retiree Settlement Agreement, (vi) the VEBA Indenture and VEBA Notes, and (vii) the Canadian Health Care Trust Notes.

“**Subsidiary**” means, with respect to any Person, any corporation, association, joint venture, partnership, limited liability company or other business entity (whether now existing or hereafter organized) of which Voting Equity Interests representing at least a majority of the ordinary voting power are, at the time as of which any determination is being made, owned or controlled by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Company.

“**Subsidiary Guarantor**” means each Initial Subsidiary Guarantor and, after the Closing Date, each other Subsidiary that becomes a party to the Guarantee and Collateral Agreement as a “Guarantor” and “Grantor” thereunder pursuant to Section 5.7. The Subsidiary Guarantors as of the date hereof are set forth on Schedule 1.1D.

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

“**Swap Counterparty**” means each Person that is a party to a Swap Agreement the obligations under which constitute Designated Swap Obligations.

“**Syndication Agents**” means MSSF, GSLP and ML, each in its capacity as a syndication agent for the credit facilities established under this Agreement.

“**Tax**” means any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding of any nature and whatever called, withheld or assessed by any Governmental Authority.

“**Term Borrowing**” means a Borrowing comprised of Term Loans.

“**Term Lender**” means a Lender with a Term Loan Commitment or a Term Loan.

“**Term Loan**” means a Tranche B Term Loan or an Incremental Term Loan of any Series.

“**Term Loan Commitment**” means a Tranche B Term Loan Commitment or an Incremental Term Loan Commitment of any Series.

“**Threshold Cash Requirement**” means, as of any date of determination, the greater of (a) US\$10,000,000,000 and (b) 20% of the consolidated net revenues of the Company and its consolidated Subsidiaries as reflected in the Company’ s audited consolidated statement of income for the most recent Fiscal Year ended on or immediately prior to such date for which financial statements shall have been delivered pursuant to Section 5.1(a), determined in accordance with GAAP.

“**Total Revolving Commitments**” means, at any time, the sum of the Revolving Commitments of all the Revolving Lenders in effect at such time.

“**Total Utilization of Revolving Commitments**” means, at any time, the sum of (a) the aggregate principal amount of all Revolving Loans outstanding at such time and (b) the Letter of Credit Usage at such time.

“**Trading With the Enemy Act**” as defined in Section 4.21(a).

“**Tranche B Term Borrowing**” means a Borrowing comprised of Tranche B Term Loans.

“**Tranche B Term Loan**” means a Tranche B Term Loan made by a Lender to the Company pursuant to Section 2.1(a).

“**Tranche B Term Loan Commitment**” means, with respect to any Lender, the commitment, if any, of such Lender to make a Tranche B Term Loan hereunder, expressed as an amount representing the maximum principal amount of the Tranche B Term Loan to be made by such Lender, subject to any increase or reduction pursuant to the terms and conditions hereof. The initial amount of each Lender’ s Tranche B Term Loan Commitment, if any, is set forth on Schedule 2.1 or in the Assignment Agreement pursuant to which such Lender shall have assumed its Tranche B Term Loan Commitment. The aggregate amount of the Tranche B Term Loan Commitments as of the Closing Date is US\$3,000,000,000.

“**Tranche B Term Loan Exposure**” means, with respect to any Lender, at any time, (a) prior to the making of Tranche B Term Loans hereunder, the Tranche B Term Loan Commitment of such Lender at such time and (b) after the making of Tranche B Term Loans hereunder, the aggregate principal amount of the Tranche B Term Loans of such Lender outstanding at such time.

“**Tranche B Term Loan Maturity Date**” means the sixth anniversary of the Closing Date.

“**Transactions**” means the Financing Transactions and the Related Transactions.

“**Transparent Subsidiary**” means any Subsidiary of the Company that (a) is a disregarded entity or partnership for US federal income tax purposes, (b) owns an interest in one or more 956 Subsidiaries directly or indirectly through other Transparent Subsidiaries (its “**CFC Interest**”), (3) has no operating assets, (4) holds no more than de minimis assets in addition to its CFC Interest and (5) is not a De Minimis Subsidiary, which, if it guaranteed the Obligations, would result in deemed dividends to the Company or its owners pursuant to Section 956 of the Code. For the avoidance of doubt, a 956 Subsidiary shall not be treated as a Transparent Subsidiary.

“**Treasury Rate**” means, for any date, the rate per annum equal to the yield to maturity of the Comparable Treasury Issue, compounded semi-annually, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such date.

“**Type**” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Eurodollar Rate or the Base Rate.

“**UAW Retiree Settlement Agreement**” as defined in the Master Transaction Agreement.

“**UCC**” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect from time to time in any applicable jurisdiction.

“**United States Person**” means any United States citizen, permanent resident alien, or entity organized under the laws of the United States (including foreign branches).

“**Upfitter**” means any company that specializes in the conversion or modification of vehicles manufactured by the Company or any of its Subsidiaries.

“**US Dollar Equivalent**” means, on any date of determination, (a) with respect to any amount denominated in US Dollars, such amount and (b) with respect to an amount denominated in any other currency, the equivalent in US Dollars of such amount as determined in accordance with Section 1.3.

“**US Dollars**” and the sign “**US\$**” mean the lawful money of the United States of America.

“**US Lender**” as defined in Section 2.19(c)(ii).

“**UST Credit Agreement**” means the First Lien Credit Agreement dated as of June 10, 2009, between the Company and the United States Department of the Treasury, as amended to the date hereof.

“**VEBA**” means the trust fund established pursuant to the Settlement Agreement, dated March 30, 2008, as amended, supplemented, replaced or otherwise altered from time to time, between the Company, the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and certain class representatives, on behalf of the class of plaintiffs in the class action of Int’l Union, UAW, et al. v. Chrysler, LLC, Civ. Act. No. 2:07-CV-14310 (E.D. Mich, filed Oct. 11, 2007).

“**VEBA Indenture**” means the Indenture dated as of June 10, 2009, between the Company, as issuer, and U.S. Bank National Association, as trustee.

“**VEBA Notes**” means the Notes of the Company due 2023 issued pursuant to the VEBA Indenture in an original principal amount of US\$4,587,000,000.

“**Voting Equity Interests**” means, with respect to any Person, such Person’s Equity Interests having the right to vote for election of directors (or the equivalent thereof) of such Person under ordinary circumstances.

“**Weighted Average Yield**” means, with respect to any Loan, the weighted average yield to stated maturity of such Loan based on the interest rate or rates applicable thereto and giving effect to all upfront or similar fees or original issue discount payable with respect thereto and to any interest rate “floor”. Determinations of the Weighted Average Yield of any Loans for purposes of Section 2.24 shall be made by the Administrative Agent in a manner determined by it to be consistent with accepted financial practice, and any such determination shall be conclusive.

“**Wholesale Financing**” means any financing under the Conversion Vehicle Wholesale Financing Program that is secured by the vehicles being converted, modified or stored by an Upfitter in connection with such program where the proceeds of such financing are used to finance the sale of such vehicles during the period of time that such vehicles are being converted, modified or stored by such Upfitter.

“**Wholly Owned Subsidiary**” means, as to any Person, any other Person all of the Equity Interests of which (other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“**Wholly Owned Subsidiary Guarantor**” means any Subsidiary Guarantor that is a Wholly Owned Subsidiary of the Company.

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

1.2. Accounting Terms; Accounting Changes; Pro Forma Calculations. (a) Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP (or IFRS, if the Company has changed its and its Subsidiaries’ accounting standards from GAAP to IFRS pursuant to Section 5.10). Financial statements and other information required to be delivered by the Company pursuant to Sections 5.1(a) and 5.1(b) shall be prepared in conformity with GAAP (or IFRS, if the Company has changed its and its Subsidiaries’ accounting standards from GAAP to IFRS pursuant to Section 5.10) as in effect at the time of such preparation.

(b) The Company may, upon 30 days’ prior written notice to the Administrative Agent, change its and its Subsidiaries’ applicable accounting standards from GAAP to IFRS. In the event that any Accounting Change, or any change in the Company’s and its Subsidiaries’ accounting standards from GAAP to IFRS, shall occur and such change has an impact on the calculation of ratios or covenants or the meaning of standards, terms or definitions in this Agreement, then if the Company, by notice to the Administrative Agent, requests an amendment to any provision hereof to eliminate the effect of such Accounting Change or change in accounting standards or the application thereof on the operation of such provision (or if either the Administrative Agent or the Requisite Lenders, by notice to the Company, requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or change in accounting standards or the application thereof, then the Company and the Lenders, acting through the Administrative Agent, shall enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Change or change in accounting standards or the application thereof with the desired result that the criteria for evaluating the Company’s financial condition shall be the same after such Accounting Changes or change in accounting standards or the application thereof as if such Accounting Changes or change in accounting standards or the application thereof had not occurred. Until such time as such an amendment shall have been executed and delivered by the Company and the Requisite Lenders, all covenants, standards and terms in the Agreement shall be interpreted on the basis of GAAP (or IFRS, if such Accounting Change occurs after the Company shall have changed its and its Subsidiaries’ accounting standards from GAAP to IFRS) as in effect and applied immediately before such Accounting Change or change in accounting standards or the application thereof shall have become effective.

(c) All pro forma computations required to be made hereunder giving effect to any Material Acquisition, Material Disposition or other transaction shall be calculated after giving pro forma effect thereto (and, in the case of any pro forma computations made hereunder to determine whether such Material Acquisition, Material Disposition or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive Fiscal Quarters ending with the most recent Fiscal Quarter for which financial statements shall have been delivered pursuant to Section 5.1(a) or 5.1(b) (or, prior to the delivery of any such financial statements, ending with the last Fiscal Quarter included in the

Historical Financial Statements, and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of and any related incurrence or reduction of Indebtedness, all in accordance with Article 11 of Regulation S-X under the Securities Act. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Swap Agreement applicable to such Indebtedness if such Swap Agreement has a remaining term in excess of 12 months).

1.3. Interpretation, Etc. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Article, Section, Schedule or Exhibit shall be to an Article or a Section of, or a Schedule or an Exhibit to, this Agreement, unless otherwise specifically provided. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including Cash, Securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument, plan, Contractual Obligation or other document (including this Agreement) shall be construed as referring to such agreement, instrument, plan, Contractual Obligation or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, restated, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority or any self-regulating entity, any other Governmental Authority or entity that shall have succeeded to any or all functions thereof, and (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof. Unless otherwise indicated, any reference to a US Dollar amount in Section 5, Section 6 or Section 7.1 of this Agreement (or in any definition of a term used in any such Section) shall be deemed to be a reference to that US Dollar amount or the equivalent thereof in one or more other currencies, and for purposes of any determination under Section 5, Section 6 or Section 7.1 or any determination under any other provision of this Agreement expressly requiring the use of a current exchange rate, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than US Dollars shall be translated into US Dollars at currency exchange rates in effect on the date of such determination. Whenever the phrase “to the knowledge of the Company” or words of similar import are used in this Agreement, it means actual knowledge of any Responsible Officer of the Company.

1.4. Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a “Revolving Loan” or “Revolving Borrowing”) or by Type (e.g., a “Eurodollar Rate Loan” or “Eurodollar Rate Borrowing”) or by Class and Type (e.g., a “Eurodollar Rate Revolving Loan” or “Eurodollar Rate Revolving Borrowing”).

1.5. Incorporation by Reference. Notwithstanding any other provision contained herein, in the event that the documentation governing any Permitted Additional First Lien Debt shall contain any restrictive covenant (whether styled an affirmative covenant, a negative covenant or otherwise) or event of default that is either more restrictive than the corresponding covenant or Event of Default contained herein or not comparable to any covenant or Event of Default contained herein, this Agreement shall be deemed to have been amended to incorporate such restrictive covenant or Event of Default, mutatis mutandis, into Section 5, Section 6 or Section 7 of this Agreement, as applicable; provided that any such restrictive covenant incorporated by reference to any Permitted Additional First Lien Debt shall automatically cease to be a part of this Agreement at such time as such Indebtedness shall have been refinanced or otherwise repaid. The Company covenants and agrees that (a) it will provide to the Administrative Agent promptly after the execution thereof true and complete copies of the definitive documents evidencing or governing any Permitted Additional First Lien Debt and (b) it will execute any and all further documents and agreements, including amendments hereto, and take all such further actions, as shall be reasonably requested by the Administrative Agent to give effect to the intent of this Section.

SECTION 2. LOANS AND LETTERS OF CREDIT

2.1. Term Loans. (a) Tranche B Term Loan Commitments. Subject to the terms and conditions hereof, each Lender agrees to make, on the Closing Date, a Tranche B Term Loan to the Company in US Dollars in an aggregate principal amount equal to such Lender’ s Tranche B Term Loan Commitment. Amounts borrowed pursuant to this Section 2.1(a) that are repaid or prepaid may not be reborrowed. Each Lender’ s Tranche B Term Loan Commitment shall terminate immediately and without any further action on the Closing Date upon the making of a Tranche B Term Loan by such Lender or on May 24, 2011, if the Closing Date shall not have occurred on or prior to such date.

(b) Incremental Term Commitments. Each Lender having an Incremental Term Loan Commitment agrees to make, subject to the terms and conditions set forth herein and in the applicable Incremental Assumption Agreement, Incremental Term Loans to the Company, in an aggregate principal amount equal to such Lender’ s Incremental Term Loan Commitment. Amounts borrowed pursuant to this Section 2.1(b) that are repaid or prepaid may not be reborrowed.

(c) Borrowing Mechanics for Term Loans.

(i) Each Term Loan shall be made as part of one or more Borrowings consisting of Term Loans of the same Class and of such Types as shall be specified in the applicable Funding Notice made by the Term Lenders of such Class proportionately to their applicable Pro Rata Shares. At the commencement of each Interest Period for any

Eurodollar Rate Term Borrowing, such Borrowing shall be in an aggregate minimum amount of US\$5,000,000 and integral multiples of US\$1,000,000 in excess of such amount; provided that a Eurodollar Rate Term Borrowing that results from a continuation of an outstanding Eurodollar Rate Term Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the time any Base Rate Term Borrowing is made, such Borrowing shall be in an aggregate minimum amount of US\$5,000,000 and integral multiples of US\$1,000,000 in excess of such amount; provided that a Base Rate Term Borrowing that results from a conversion of an outstanding Eurodollar Rate Term Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing.

(ii) To request a Term Borrowing, the Company shall deliver to the Administrative Agent a fully completed and executed Funding Notice (A) if the Funding Notice shall relate to any Eurodollar Rate Term Borrowing, not later than 12:00 p.m. (New York City time) at least three Business Days in advance of the proposed Credit Date and (B) if the Funding Notice shall relate solely to a Base Rate Term Borrowing, not later than 12:00 p.m. (New York City time) at least one Business Day in advance of the proposed Credit Date. Promptly upon receipt by the Administrative Agent of a Funding Notice in accordance with this paragraph, the Administrative Agent shall notify each Term Lender of the applicable Class of the details thereof and of the amount of such Lender's Term Loan to be made as part of the requested Term Borrowing. If the Funding Notice shall relate to any Eurodollar Rate Term Borrowing, any failure to make such Borrowing shall be subject to Section 2.17(c).

(iii) Each Lender shall make the principal amount of its Tranche B Term Loan required to be made by it hereunder available to the Administrative Agent not later than 12:00 p.m. (New York City time) on the Closing Date by wire transfer of same day funds in US Dollars to the account of the Administrative Agent designated by it for such purpose by notice to the Lenders. The Administrative Agent will make each such Tranche B Term Loan available to the Company by promptly remitting the amounts so received, in like funds, to the account of the Company specified by the Company in the applicable Funding Notice.

2.2. Revolving Loans. (a) Revolving Commitments. During the Revolving Commitment Period, subject to the terms and conditions hereof, each Lender agrees to make Revolving Loans in US Dollars to the Borrowers in an aggregate principal amount that will not result in (i) such Lender's Revolving Exposure exceeding such Lender's Revolving Commitment, (ii) the Total Utilization of Revolving Commitments exceeding the Total Revolving Commitments or (iii) the Borrowing Base Coverage Ratio being less than 1.10:1.00. Amounts borrowed pursuant to this Section 2.2(a) that are repaid or prepaid may, subject to the terms and conditions hereof, be reborrowed during the Revolving Commitment Period. Each Lender's Revolving Commitment shall terminate on the Revolving Commitment Termination Date.

(b) Borrowing Mechanics for Revolving Loans.

(i) Each Revolving Loan shall be made as part of a Borrowing consisting of Revolving Loans of the same Type made by the Revolving Lenders proportionately to

their applicable Pro Rata Shares. At the commencement of each Interest Period for any Eurodollar Rate Revolving Borrowing, such Borrowing shall be in an aggregate minimum amount of US\$5,000,000 and integral multiples of US\$1,000,000 in excess of such amount; provided that a Eurodollar Rate Revolving Borrowing that results from a continuation of an outstanding Eurodollar Rate Revolving Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the time each Base Rate Revolving Borrowing is made, such Borrowing shall be in an aggregate minimum amount of US\$5,000,000 and integral multiples of US\$1,000,000 in excess of such amount; provided that such Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Total Revolving Commitments or that is required to finance the reimbursement of a drawing under a Letter of Credit as contemplated by Section 2.3(d).

(ii) To request a Revolving Borrowing, the Company, on behalf of the applicable Borrower, shall deliver to the Administrative Agent a fully completed and executed Funding Notice (A) in the case of a Eurodollar Rate Borrowing, not later than 12:00 p.m. (New York City time) at least three Business Days in advance of the proposed Credit Date and (B) in the case of a Base Rate Borrowing, not later than 12:00 p.m. (New York City time) at least one Business Day in advance of the proposed Credit Date. In lieu of delivering a Funding Notice, the Company, on behalf of the applicable Borrower, may give, not later than the applicable time set forth above, the Administrative Agent telephonic notice of any proposed Revolving Borrowing; provided that such telephonic notice shall be promptly confirmed in writing by delivery to the Administrative Agent of a fully completed and executed Funding Notice. In the event of any discrepancy between the telephonic notice and the Funding Notice, the Funding Notice shall govern and control. Promptly upon receipt by the Administrative Agent of a Funding Notice in accordance with this paragraph, the Administrative Agent shall notify each Revolving Lender of the details thereof and of the amount of such Lender's Revolving Loan to be made as part of the requested Revolving Borrowing. Except as otherwise provided herein, a Funding Notice for a Eurodollar Rate Revolving Borrowing shall be irrevocable on and after the related Interest Rate Determination Date, and the applicable Borrower shall be bound to make a Borrowing in accordance therewith; any failure to make such Borrowing shall be subject to Section 2.17(c).

(iii) Each Lender shall make the principal amount of its Revolving Loan required to be made by it hereunder on any Credit Date available to the Administrative Agent not later than 12:00 p.m. (New York City time) on the applicable Credit Date by wire transfer of same day funds in US Dollars to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make each such Revolving Loan available to the applicable Borrower by promptly remitting the amounts so received, in like funds, to the account of such Borrower (or, in the case of a Base Rate Revolving Borrowing made to finance reimbursement of a drawing under a Letter of Credit as contemplated by Section 2.3(d), the applicable Issuing Bank) specified by the Company in the applicable Funding Notice.

2.3. Letters of Credit. (a) General. During the Revolving Commitment Period, subject to the terms and conditions hereof, each Issuing Bank agrees to issue Letters of

Credit for the account of any of the Borrowers or, so long as the Company is a joint and several co-applicant with respect thereto, the account of any other Subsidiary of the Company; provided that no Letter of Credit shall be issued (or amended, renewed or extended) by any Issuing Bank unless (i) such Issuing Bank shall have given written notice thereof to the Administrative Agent pursuant Section 2.3(g), (ii) such Letter of Credit shall be denominated in US Dollars and in a stated amount not less than US\$5,000,000, or such lesser amount as shall be acceptable to such Issuing Bank, (iii) after giving effect thereto (A) the Total Utilization of Revolving Commitments shall not exceed the Total Revolving Commitments and (B) the total Letter of Credit Usage shall not exceed the Letter of Credit Sublimit, (iv) such Letter of Credit shall have an expiration date that is not later than the earlier of (A) five days prior to the Revolving Maturity Date and (B) the date one year (in the case of a standby Letter of Credit) or 180 days (in the case of a commercial Letter of Credit) after the date of issuance of such Letter of Credit (or, in the case of any renewal or extension of a standby Letter of Credit, one year after the date of such renewal or extension) and (v) such issuance (or amendment, renewal or extension) is in accordance with such Issuing Bank's standard operating procedures. The Company unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued for the account of any Subsidiary as provided in the first sentence of this paragraph, it will be fully responsible for the reimbursement of any drawing under such Letter of Credit, the payment of interest thereon and the payment of fees due under Section 2.10 to the same extent as if it were the sole account party in respect of such Letter of Credit (and for all purposes hereunder, such Letter of Credit shall be deemed to have been issued for the account of the Company). Each Letter of Credit shall be in the form acceptable to the applicable Issuing Bank in its reasonable discretion and shall be issued in accordance with such Issuing Bank's standard operating procedures. Subject to the foregoing, the applicable Issuing Bank may agree that a Letter of Credit will automatically extend for one or more successive periods not to exceed one year each (but in any event to a date not later than five days prior to the Revolving Maturity Date) unless such Issuing Bank elects not to extend for any such additional period. Each Issuing Bank at its option may issue any Letter of Credit by causing any domestic or foreign branch or Affiliate of such Issuing Bank to issue such Letter of Credit; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to reimburse any drawing under such Letter of Credit in accordance with the terms of this Agreement. Notwithstanding the foregoing provisions of this Section 2.3(a), if at least one Business Day prior to the time a Letter of Credit is to be issued, amended, renewed or extended, the Administrative Agent shall have notified the applicable Issuing Bank, or the Majority in Interest of the Revolving Lenders shall have notified the applicable Issuing Bank (with a copy to the Administrative Agent), in writing that, as a result of one or more events or circumstances described in such notice, one or more of the conditions precedent set forth in Section 3.2 shall not be satisfied, such Issuing Bank shall have no obligation to issue, amend, renew or extend any Letter of Credit until and unless it shall be satisfied that all such conditions precedent shall be satisfied.

(b) Request for Issuance, Amendment, Renewal or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Company, on behalf of the applicable Borrower, shall deliver to the Administrative Agent and the applicable Issuing Bank an Issuance Notice not later than 12:00 p.m. (New York City time) at least three Business Days (in the case of standby Letters of Credit) or five Business Days (in the case of commercial Letters of Credit), or in each case such shorter period as may be agreed to by such Issuing Bank in any particular instance, in advance of

the requested date of issuance, amendment, renewal or extension. If requested by the applicable Issuing Bank, the Company, on behalf of the applicable Borrower, also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any such request; provided that in the event of any inconsistency or conflict between the terms and conditions of such letter of credit application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and control.

(c) Responsibility of the Issuing Banks. In determining whether to honor any drawing under any Letter of Credit, the sole responsibility of an Issuing Bank shall be to examine the documents delivered under such Letter of Credit with reasonable care so as to ascertain whether such documents appear on their face to be in accordance with the terms and conditions of such Letter of Credit, it being agreed that, with respect to such documents that appear on their face to be in substantial compliance, but are not in strict compliance, with the terms of such Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents. As between the Borrowers and any Issuing Bank, the Borrowers assume all risks of the acts and omissions of, or misuse of any Letters of Credit by, the beneficiary of any Letter of Credit. In furtherance and not in limitation of the foregoing, any act taken or omitted to be taken by any Issuing Bank under or in connection with any Letter of Credit or any documents or certificates delivered thereunder, if taken or omitted in good faith, shall not give rise to any liability on the part of such Issuing Bank to any Borrower, and none of the Issuing Banks or any of their Related Parties shall have any responsibility for (and none of their rights or powers hereunder shall be affected or impaired by) (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any Person in connection with the application for and issuance of, or any drawing under, any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged, (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason, (iii) failure of the beneficiary of any Letter of Credit to comply fully with any conditions required in order to draw upon such Letter of Credit, (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, facsimile or otherwise, (v) errors in interpretation of technical terms, (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit, (vii) the misapplication by the beneficiary of any Letter of Credit of the proceeds of any drawing under such Letter of Credit or (viii) any consequences arising from causes beyond the control of the applicable Issuing Bank, including any Governmental Acts; provided that, subject to Section 9.3(b) and the other provisions hereof, each applicable Borrower shall retain any and all rights it may have against an Issuing Bank for any liability arising solely out of the gross negligence or willful misconduct of such Issuing Bank, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(d) Reimbursement by the Borrowers. In the event an Issuing Bank shall have honored a drawing under any Letter of Credit, it shall promptly notify the applicable Borrower and the Administrative Agent thereof, and such Borrower shall reimburse such Issuing Bank for such drawing by paying to such Issuing Bank an amount in US Dollars in same day funds equal to the amount of such drawing not later than (i) if such Borrower shall have received notice of

such drawing prior to 10:00 a.m. (New York City time) on any Business Day, then 1:00 p.m. (New York City time) on the Business Day immediately following the day that such Borrower received such notice or (ii) otherwise, 1:00 p.m. (New York City time) on the second Business Day immediately following the day that such Borrower receives such notice (the date on which such Borrower is required to reimburse a drawing under any Letter of Credit is referred to herein as the “**Reimbursement Date**” in respect of such drawing); provided that the Company, on behalf of the applicable Borrower, may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.2(b) that such reimbursement payment be financed with a Base Rate Revolving Borrowing and, to the extent so financed, such Borrower’s obligation to make such reimbursement payment shall be discharged and replaced by the resulting Base Rate Revolving Borrowing.

(e) Revolving Lenders’ Participations in Letters of Credit. Immediately upon the issuance of any Letter of Credit, each Revolving Lender shall be deemed to have purchased from the applicable Issuing Bank, and agrees to fund as set forth herein, a participation in such Letter of Credit and any drawings thereunder in an amount equal to such Lender’s Pro Rata Share of the maximum amount that is or at any time may become available to be drawn under such Letter of Credit. In the event that any Borrower shall fail for any reason to reimburse the applicable Issuing Bank for any drawing under a Letter of Credit as provided in Section 2.3(d), such Issuing Bank shall promptly notify the Administrative Agent thereof and of the unreimbursed amount of such drawing and, promptly upon receipt of such notice, the Administrative Agent shall notify each Revolving Lender of the details of such notice and of such Lender’s Pro Rata Share of such unreimbursed amount. Each Revolving Lender shall make available an amount equal to such Lender’s Pro Rata Share of such unreimbursed amount to the Administrative Agent not later than 1:00 p.m. (New York City time) on the first Business Day following the date of receipt of such notice, by wire transfer of same day funds in US Dollars to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders, and the Administrative Agent shall promptly remit the amounts so received, in like funds, to the applicable Issuing Bank. In the event that any Revolving Lender fails to make available, for the account of any Issuing Bank, any payment referred to in the preceding sentence, such Issuing Bank shall be entitled to recover such amount on demand from such Lender, together with interest thereon for three Business Days at the rate customarily used by such Issuing Bank for the correction of errors among banks and thereafter at the Base Rate. Each Revolving Lender acknowledges and agrees that, in issuing, amending, renewing or extending any Letter of Credit, the applicable Issuing Bank shall be entitled to rely, and shall not incur any liability for relying, upon the representation and warranty of the applicable Borrower deemed made pursuant to Section 3.2. In the event an Issuing Bank shall have been reimbursed by the Revolving Lenders pursuant to this Section 2.3(e) for all or any portion of any drawing honored by such Issuing Bank under a Letter of Credit, such Issuing Bank shall distribute to each Revolving Lender that has paid all amounts payable by it under this Section 2.3(e) with respect to such drawing such Lender’s Pro Rata Share of all payments subsequently received by such Issuing Bank by or on behalf of the applicable Borrower in reimbursement of such drawing when such payments are received. Any payment made by a Revolving Lender pursuant to this Section 2.3(e) to reimburse an Issuing Bank for a drawing under a Letter of Credit (other than the funding of a Base Rate Revolving Borrowing as contemplated by Section 2.3(d)) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such drawing.

(f) Obligations Absolute. The obligation of the Borrowers to reimburse each Issuing Bank for drawings honored under the Letters of Credit issued by such Issuing Bank and the obligations of the Revolving Lenders under Section 2.3(e) shall be unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms hereof under all circumstances, notwithstanding (i) any lack of validity or enforceability of any Letter of Credit, (ii) the existence of any claim, set-off, defense or other right that any Borrower or any Lender may have at any time against any beneficiary or any transferee of any Letter of Credit (or any Persons for whom any such transferee may be acting), the applicable Issuing Bank or any other Person or, in the case of any Lender, against any Borrower, whether in connection herewith, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between any Borrower or any Subsidiary and the beneficiary under any Letter of Credit), (iii) any draft or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, (iv) payment by the applicable Issuing Bank under any Letter of Credit against presentation of a draft or other document that does not substantially comply with the terms of such Letter of Credit, (v) any adverse change in the business, operations, properties or condition (financial or otherwise) of the Company or any of its Subsidiaries, (vi) any breach hereof or any other Credit Document by any party thereto, (vii) any Default or Event of Default having occurred and be continuing and (viii) any other event or condition whatsoever, whether or not similar to any of the foregoing; provided that, subject to Section 9.3(b) and the other provisions hereof, each applicable Borrower shall retain any and all rights it may have against an Issuing Bank for any liability arising solely out of the gross negligence or willful misconduct of such Issuing Bank, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(g) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section 2.3, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all honored drawings and reimbursements thereof, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the face amount of the Letters of Credit issued, amended, renewed or extended by such Issuing Bank and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each day on which such Issuing Bank honors any drawing under any Letter of Credit, the date and amount of the drawing so honored, (iv) on any Business Day on which any Borrower reimburses or fails to reimburse any drawing under a Letter of Credit as required hereunder, the date of such reimbursement or such failure and the amount of such reimbursed or unreimbursed drawing and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit.

(h) Cash Collateralization. If any Event of Default shall occur and be continuing, on the day that the Company receives notice from the Administrative Agent or the Requisite Lenders (or, if the maturity of the Loans has been accelerated, a Majority in Interest of the Revolving Lenders) demanding the deposit of cash collateral pursuant to this Section 2.3(h), the

Company shall deposit in a Deposit Account in the name of the Administrative Agent, for the benefit of the Issuing Banks and the Lenders, an amount in cash equal to the Letter of Credit Usage as of such day plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without presentment, demand, protest or other requirement of any kind, upon the occurrence of any Event of Default specified in Section 7.1(g). The Company also shall deposit cash collateral in accordance with this Section 2.3(h) as and to the extent required by Section 2.13(e) or 2.21. Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Company's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Funds in such account shall be applied by the Administrative Agent to reimburse the Issuing Banks for honored drawings under Letters of Credit for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the Letter of Credit Usage at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of each Issuing Bank), be applied to satisfy other obligations of the Borrowers under this Agreement. If the Company is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Company within three Business Days after all Events of Default have been cured or waived and the Administrative Agent shall have received a certificate from a Responsible Officer of the Company to that effect. If the Company is required to provide an amount of cash collateral hereunder pursuant to Section 2.13(e), such amount (to the extent not applied as aforesaid) shall be returned to the Company as and to the extent that, after giving effect to such return, the Total Utilization of Revolving Commitments would not exceed the Total Revolving Commitments and no Default or Event of Default shall have occurred and be continuing.

(i) Termination of any Issuing Bank; Designation of Additional Issuing Banks.

(i) The Company may terminate the appointment of any Issuing Bank as an "Issuing Bank" hereunder by providing written notice thereof to such Issuing Bank, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Issuing Bank acknowledging receipt of such notice and (ii) the 10th Business Day following the date of the delivery thereof; provided that no such termination shall become effective until and unless the Letter of Credit Usage attributable to Letters of Credit issued by such Issuing Bank shall have been reduced to zero. At the time any such termination shall become effective, the applicable Borrowers shall pay all unpaid fees accrued for the account of the terminated Issuing Bank pursuant to Section 2.10(b). Notwithstanding the effectiveness of any such termination, the terminated Issuing Bank shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such termination, but shall not issue any additional Letters of Credit.

(ii) The Company may, at any time and from time to time, with the consent of the Administrative Agent (which consent shall not be unreasonably withheld), designate as additional Issuing Banks one or more Revolving Lenders that agree to serve in such capacity as provided below. The acceptance by a Revolving Lender of an appointment as an Issuing Bank hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent, executed by the Company, the Administrative Agent and such designated Revolving Lender and, from and after the effective date of such agreement, (i) such Revolving Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and (ii) references herein to the term "Issuing Bank" shall be deemed to include such Revolving Lender in its capacity as an issuer of Letters of Credit hereunder.

2.4. Pro Rata Shares; Obligations Several. All Loans on the occasion of any Borrowing shall be made, and all participations in Letters of Credit purchased, by the Lenders proportionately to their applicable Pro Rata Shares. The failure of any Lender to make any Loan or purchase any participation required hereunder shall not relieve any other Lender of its obligations hereunder; provided that the Commitments and other obligations of the Lenders hereunder are several, and no Lender shall be responsible for the failure of any other Lender to make any Loan or purchase any participation required hereunder or to satisfy any of its other obligations hereunder.

2.5. Use of Proceeds. The Borrowers shall use the proceeds of the Tranche B Term Loans and the Revolving Loans, if any, made on the Closing Date to refinance a portion of the outstanding indebtedness under the UST Credit Agreement and the EDC Credit Agreement and to pay fees and expenses incurred in connection with the transactions contemplated hereby. The Company shall use any remaining proceeds of the Tranche B Term Loans made on the Closing Date and the Borrowers shall use the proceeds of the Revolving Loans made after the Closing Date for ongoing working capital requirements and other general corporate purposes of the Company and the Subsidiaries, including the repayment of certain other Indebtedness. Letters of Credit may be requested by the Borrowers solely for general corporate purposes of the Company and the Subsidiaries. The Company shall use the proceeds of any Incremental Term Loans for ongoing working capital requirements and other general corporate purposes of the Company and the Subsidiaries, including the repayment of certain other Indebtedness, or for such other purposes as may be set forth in the applicable Incremental Assumption Agreement. The Borrowers agree that no portion of the proceeds of any Loan will be used in any manner that entails a violation (including on the part of any Lender) of any regulation of the Board of Governors, including Regulations T, U and X, or of the Exchange Act.

2.6. Evidence of Debt; Register; Notes. (a) Lenders' Evidence of Debt. Each Lender shall maintain records evidencing the Obligations of each Borrower owing to such Lender, including the principal amounts of the Loans made by such Lender and each repayment and prepayment in respect thereof. Such records maintained by any Lender shall be conclusive and binding on each Borrower, absent manifest error; provided that the failure to maintain any such records, or any error therein, shall not in any manner affect the obligation of any Borrower to pay any amounts due hereunder in accordance with the terms hereof; provided further that in the event of any inconsistency between the records maintained by any Lender and the records maintained by the Administrative Agent, the records maintained by the Administrative Agent shall govern and control.

(b) **Register.** The Administrative Agent shall maintain at one of its offices records of the name and address of, and the Commitments of and the principal amount of the Loans owing to, each Lender from time to time (the “**Register**”). The entries in the Register shall be conclusive and binding on each Borrower and each Lender, absent manifest error; provided that the failure to maintain the Register, or any error in the recordations therein, shall not in any manner affect the obligation of any Lender to make a Loan or other payment hereunder or the obligation of any Borrower to pay any amounts due hereunder, in each case in accordance with the terms of this Agreement. The Register shall be available for inspection by the Borrowers or any Lender (but only with respect to any entry relating to such Lender’s Commitments or Loans) at any reasonable time and from time to time upon reasonable prior notice. The Borrowers hereby designate the Person serving as the Administrative Agent to serve as the Borrowers’ agent solely for purposes of maintaining the Register as provided in this Section 2.6(b) and agree that, to the extent such Person serves in such capacity, such Person and its Related Parties shall constitute “Indemnitees”. This Section 2.6 shall be construed so that the Loans are at all times maintained in “registered form” within the meaning of sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (and any successor provisions).

(c) **Notes.** Upon request of any Lender by written notice to the Company (with a copy to the Administrative Agent) at least two Business Days prior to the Closing Date, or promptly following the request of any Lender at any time thereafter, the applicable Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) to evidence such Lender’s Loans of any Class, which shall be in form approved by the Administrative Agent.

2.7. Interest on Loans and Letter of Credit Disbursements. (a) Subject to Section 2.9, each Loan of any Class shall bear interest on the outstanding principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof as follows:

- (i) if a Base Rate Loan, at the Base Rate plus the Applicable Rate with respect to Loans of such Class;
- (ii) if a Eurodollar Rate Loan, at the Adjusted Eurodollar Rate plus the Applicable Rate with respect to Loans of such Class.

The applicable Base Rate or Adjusted Eurodollar Rate shall be determined by the Administrative Agent, and such determination shall be conclusive and binding on the parties hereto, absent manifest error.

(b) The basis for determining the rate of interest with respect to any Loan, and the Interest Period with respect to any Eurodollar Rate Borrowing, shall be selected by the applicable Borrower. The Company shall specify such selection in the applicable Funding Notice or Conversion/Continuation Notice delivered in accordance herewith; provided that there shall be no more than ten (or such greater number as may be agreed to by the Administrative

Agent) Eurodollar Rate Borrowings outstanding at any time. In the event the Company fails to specify in any Funding Notice the Type of the requested Borrowing, then the requested Borrowing shall be made as a Base Rate Borrowing. In the event the Company fails to deliver in accordance with Section 2.8 a Conversion/Continuation Notice with respect to any Eurodollar Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted into a Base Rate Borrowing. In the event the Company, on behalf of any Borrower, requests the making of, or the conversion to or continuation of, any Eurodollar Rate Borrowing but fails to specify in the applicable Funding Notice or Conversion/Continuation Notice the Interest Period to be applicable thereto, such Borrower shall be deemed to have specified an Interest Period of one month. No Borrowing of any Class may be converted into a Borrowing of another Class.

(c) Interest on Loans shall accrue on a daily basis and shall be computed (i) in the case of Base Rate Loans, on the basis of a year of 365 days (or 366 days in a leap year) and (ii) in the case of Eurodollar Rate Loans, on the basis of a year of 360 days, in each case for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan or the first day of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted from a Eurodollar Rate Loan, the date of conversion of such Eurodollar Rate Loan to such Base Rate Loan, as the case may be, shall be included, and the date of payment of such Loan or the expiration date of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted to a Eurodollar Rate Loan, the date of conversion of such Base Rate Loan to such Eurodollar Rate Loan, as the case may be, shall be excluded; provided that if a Loan is repaid on the same day on which it is made, one day's interest shall accrue on such Loan.

(d) Except as otherwise set forth herein, accrued interest on each Loan shall be payable in arrears (i) on each Interest Payment Date applicable to such Loan, (ii) upon any voluntary or mandatory repayment or prepayment of such Loan (other than any voluntary prepayment of any Base Rate Revolving Loan), to the extent accrued on the amount being repaid or prepaid, (iii) if such Loan is a Revolving Loan, upon termination of the Revolving Commitments, (iv) on the Maturity Date applicable to such Loan and (v) in the event of any conversion of a Eurodollar Rate Loan prior to the end of the Interest Period then applicable thereto, on the effective date of such conversion.

(e) Each Borrower agrees to pay to each Issuing Bank, with respect to drawings honored under any Letter of Credit issued by such Issuing Bank for the account of such Borrower, interest on the amount paid by such Issuing Bank in respect of each such drawing from the date such drawing is honored to but excluding the date such amount is reimbursed by or on behalf of such Borrower at a rate per annum equal to (i) for the period from the date such drawing is honored to but excluding the applicable Reimbursement Date, the rate of interest payable hereunder with respect to Base Rate Revolving Loans and (ii) thereafter, the rate determined in accordance with Section 2.9. Interest payable pursuant to this Section 2.7(e) shall be computed on the basis of a year of 365 days (or 366 days in a leap year) for the actual number of days elapsed in the period during which it accrues, and shall be payable on demand or, if no demand is made, on the date on which the related drawing under a Letter of Credit is reimbursed in full. In the event the applicable Issuing Bank shall have been reimbursed by the Revolving

Lenders for all or any portion of such drawing, such Issuing Bank shall distribute to each Revolving Lender that has paid all amounts payable by it under Section 2.3(e) with respect to such drawing such Lender's applicable Pro Rata Share of any interest received by such Issuing Bank in respect of the portion of such drawing so reimbursed by the Revolving Lenders for the period from the date on which such Issuing Bank was so reimbursed by the Revolving Lenders to but excluding the date on which such portion of such drawing is reimbursed by the applicable Borrower.

2.8. Conversion/Continuation. (a) Subject to Section 2.17, the Borrowers shall have the option:

(i) to convert at any time all or any part of any Borrowing from one Type to the other Type; and

(ii) to continue, at the end of the Interest Period applicable to any Eurodollar Rate Borrowing, all or any part of such Borrowing as a Eurodollar Rate Borrowing and to elect an Interest Period therefor;

provided, in each case, that at the commencement of each Interest Period for any Eurodollar Rate Borrowing, such Borrowing shall be in an amount that complies with Section 2.1(c) or 2.2(b), as applicable.

In the event any Borrowing shall have been converted or continued in accordance with this Section 2.8 in part, such conversion or continuation shall be allocated ratably, in accordance with their applicable Pro Rata Shares, among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each part of such Borrowing resulting from such conversion or continuation shall be considered a separate Borrowing.

(b) To exercise a Borrower's option pursuant to this Section 2.8, the Company, on behalf of the applicable Borrower, shall deliver a fully completed and executed Conversion/Continuation Notice to the Administrative Agent not later than 12:00 p.m. (New York City time) at least (i) one Business Day in advance of the proposed Conversion/Continuation Date, in the case of a conversion to a Base Rate Borrowing, and (ii) three Business Days in advance of the proposed Conversion/Continuation Date, in the case of a conversion to, or a continuation of, a Eurodollar Rate Borrowing. In lieu of delivering a Conversion/Continuation Notice, the Company, on behalf of the applicable Borrower, may give, not later than the applicable time set forth above, the Administrative Agent telephonic notice of any proposed conversion/continuation; provided that such telephonic notice shall be promptly confirmed in writing by delivery to the Administrative Agent of a fully completed and executed Conversion/Continuation Notice. In the event of any discrepancy between the telephonic notice and the Conversion/Continuation Notice, the Conversion/Continuation Notice shall govern and control. Except as otherwise provided herein, a Conversion/Continuation Notice for a conversion to, or a continuation of, any Eurodollar Rate Borrowing shall be irrevocable on and after the related Interest Rate Determination Date, and the applicable Borrower shall be bound to effect a conversion or continuation in accordance therewith; any failure to effect such conversion or continuation in accordance therewith shall be subject to Section 2.17(c).

(c) Notwithstanding anything to the contrary herein, if an Event of Default under Section 7.1(a) or 7.1(g) or, at the request of the Requisite Lenders (or a Majority in Interest of Lenders of any Class), any other Event of Default shall have occurred and is continuing, then no outstanding Borrowing (of the applicable Class, in the case of such a request by a Majority in Interest of Lenders of any Class) may be converted to or continued as a Eurodollar Rate Borrowing.

2.9. Default Interest. Notwithstanding anything to the contrary herein, upon the occurrence and during the continuance of an Event of Default, any principal of or interest on any Loan or any fee or other amount payable by any Borrower hereunder shall bear interest, payable on demand, after as well as before judgment, at a rate per annum equal to (a) in the case of the principal of any Loan, 2% per annum in excess of the interest rate otherwise applicable hereunder to such Loan or (b) in the case of any other amount, a rate (computed on the basis of a year of 360 days for the actual number of days elapsed) that is 2% per annum in excess of the interest rate payable hereunder for Base Rate Revolving Loans. Payment or acceptance of the increased rates of interest provided for in this Section 2.9 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

2.10. Fees. (a) The Company agrees to pay to the Administrative Agent, in US Dollars, for the account of each Revolving Lender, for each day:

(i) a commitment fee equal to such Lender' s applicable Pro Rata Share of (A) the average of the difference on such day between (1) the Total Revolving Commitments and (2) the aggregate principal amount of all outstanding Revolving Loans and the Letter of Credit Usage, multiplied by (B) the Applicable Revolving Commitment Fee Percentage; and

(ii) a letter of credit fee equal to such Lender' s applicable Pro Rata Share of (A) the Letter of Credit Usage (excluding any portion thereof attributable to unreimbursed drawings under the Letters of Credit), determined as of the close of business on such day, multiplied by (B) the Applicable Rate for Eurodollar Rate Revolving Loans on such day.

(b) Each Borrower agrees to pay directly to each Issuing Bank, in US Dollars, for its own account, the following fees:

(i) for each day, a fronting fee equal to 0.25% per annum multiplied by the Letter of Credit Usage attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed drawings under such Letters of Credit) for the account of such Borrower, determined as of the close of business on any such day; and

(ii) such customary documentary and processing charges for any issuance, amendment, transfer or payment of a Letter of Credit issued for the account of such Borrower as are in accordance with such Issuing Bank' s standard schedule for such charges and as in effect at the time of such issuance, amendment, transfer or payment, as the case may be, in each case to the extent that such charges have been mutually agreed upon between the Company and such Issuing Bank.

(c) All fees referred to in Sections 2.10(a) and 2.10(b)(i) shall be calculated on the basis of a year of 360 days and the actual number of days elapsed and shall be payable quarterly in arrears on March 31, June 30, September 30 and December 31 of each year (i) in the case of the fees referred to in Section 2.10(a)(i), during the Revolving Commitment Period and (ii) in the case of the fees referred to in Section 2.10(a)(ii) or 2.10(b)(i), during the period from and including the Closing Date to but excluding the later of the Revolving Commitment Termination Date and the date on which the Letter of Credit Usage shall have been reduced to zero; provided that all such fees shall be payable on the Revolving Commitment Termination Date and any such fees accruing after such date shall be payable on demand.

(d) The Company agrees to pay on the Closing Date to each Lender party hereto as a Lender on the Closing Date, in US Dollars, a closing fee in an amount equal to (i) 1.00% of such Lender' s Tranche B Term Loan Commitment and (ii) 1.75% of such Lender' s Revolving Commitment, in each case as of the Closing Date, payable to such Lender from the proceeds of the Loans as and when funded on the Closing Date.

(e) The Company agrees to pay to the Administrative Agent and the Collateral Agent such other fees in the amounts and at the times as shall have been separately agreed upon in writing in respect of the credit facilities provided herein.

(f) Fees paid hereunder shall not be refundable or creditable under any circumstances.

2.11. Scheduled Installments; Repayment on Maturity Date. (a) Subject to Section 2.11(c), the Company shall repay Tranche B Term Borrowings on March 31, June 30, September 30 and December 31 of each year, commencing with September 30, 2011 and ending with the last such day to occur prior to the Tranche B Term Loan Maturity Date, in an aggregate principal amount for each such date equal to 0.25% of the aggregate principal amount of the Tranche B Term Borrowings outstanding on the Closing Date. To the extent not previously paid, all Tranche B Term Loans shall be due and payable on the Tranche B Term Loan Maturity Date.

(b) Subject to Section 2.11(c), the Company shall repay Incremental Term Loans of any Series in such amounts and on such date or dates as shall be specified therefor in the Incremental Assumption Agreement establishing the Incremental Term Commitments of such Series. To the extent not previously paid, all Incremental Term Loans of any Series shall be due and payable on the Incremental Term Loan Maturity Date with respect to such Incremental Term Loans.

(c) The Installments shall be reduced in connection with any voluntary or mandatory prepayments of the Tranche B Term Loans or the Incremental Term Loans of any Series, as the case may be, in accordance with Section 2.14.

(d) Prior to any repayment of any Term Borrowings of any Class under this Section 2.11, the Company shall select the Term Borrowing or Term Borrowings of the applicable Class to be repaid and the Company shall notify the Administrative Agent of such

selection. Each such notice may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Each repayment of a Term Borrowing shall be allocated among the Lenders holding Loans comprising such Term Borrowing in accordance with their applicable Pro Rata Shares.

(e) The applicable Borrowers shall repay the then unpaid principal amount of each Revolving Loan on the Revolving Maturity Date.

2.12. Voluntary Prepayments/Commitment Reductions. (a) Voluntary Prepayments. (i) At any time and from time to time, the Borrowers may, without premium or penalty (other than as set forth in Section 2.12(c)) but subject to compliance with the conditions set forth in this Section 2.12(a) and Section 2.17(c), prepay any Borrowing on any Business Day in whole or in part; provided that each such partial voluntary prepayment of any Borrowing shall be in an aggregate minimum principal amount of US\$5,000,000 and integral multiples of US\$1,000,000 in excess of such amount, or such lesser amount that is equal to the remaining principal amount outstanding of the applicable Borrowing.

(ii) To make a voluntary prepayment pursuant to Section 2.12(a)(i), the Company, on behalf of the applicable Borrower, shall notify the Administrative Agent not later than 12:00 p.m. (New York City time) (A) at least one Business Day prior to the date of prepayment, in the case of prepayment of Base Rate Borrowings, or (B) at least three Business Days prior to the date of prepayment, in the case of prepayment of Eurodollar Rate Borrowings. Each such notice shall specify the prepayment date (which shall be a Business Day) and the principal amount of each Borrowing or portion thereof to be prepaid, and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Each such notice shall be irrevocable, and the principal amount of each Borrowing specified therein shall become due and payable on the prepayment date specified therein; provided that a notice of prepayment of Borrowings pursuant to Section 2.12(a)(i) may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be rescinded by the Company (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the details thereof. Each voluntary prepayment of a Borrowing shall be allocated among the Lenders holding Loans comprising such Borrowing in accordance with their applicable Pro Rata Shares.

(b) Voluntary Commitment Reductions. (i) At any time and from time to time, the Company may, without premium or penalty but subject to compliance with the conditions set forth in this Section 2.12(b), terminate in whole or permanently reduce in part the Revolving Commitments in an amount up to the amount by which the Total Revolving Commitments exceed the Total Utilization of Revolving Commitments at the time of such proposed termination or reduction; provided that each such partial reduction of the Revolving Commitments shall be in an aggregate minimum amount of US\$5,000,000 and integral multiples of US\$1,000,000 in excess of such amount.

(ii) To make a voluntary termination or reduction of the Revolving Commitments pursuant to Section 2.12(b)(i), the Company shall notify the Administrative Agent not later than 12:00 p.m. (New York City time) at least three Business Days prior to the date of effectiveness of such termination or reduction. Each such notice shall specify the termination or reduction date (which shall be a Business Day) and the amount of any partial reduction, and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Each such notice shall be irrevocable, and the termination or reduction of the Revolving Commitments specified therein shall become effective on the date specified therein; provided that a notice of termination or reduction of the Revolving Commitments under Section 2.12(b)(i) may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be rescinded by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the details thereof. Each voluntary reduction of the Revolving Commitments shall reduce the Revolving Commitments of the Revolving Lenders in accordance with their applicable Pro Rata Shares.

(c) Tranche B Term Loan Call Protection. In the event that all or any portion of the Tranche B Term Borrowings are (i) prepaid through a voluntary prepayment for any reason pursuant to Section 2.12(a), (ii) repriced (or effectively refinanced) through any amendment of this Agreement or (iii) prepaid through a mandatory prepayment pursuant to Section 2.13(c), any such prepayment, repricing or refinancing that occurs on or prior to the third anniversary of the Closing Date shall be accompanied by a prepayment fee equal to (A) the Make-Whole Premium as of such date of prepayment, repricing or refinancing, if such prepayment, repricing or refinancing occurs on or prior to the first anniversary of the Closing Date, (B) 2.0% of the aggregate principal amount of such prepayment or the aggregate principal amount subject to such repricing or refinancing, if such prepayment, repricing or refinancing occurs after the first anniversary of the Closing Date but on or prior to the second anniversary of the Closing Date or (C) 1.0% of the aggregate principal amount of such prepayment or the aggregate principal amount subject to such repricing or refinancing, if such prepayment, repricing or refinancing occurs after the second anniversary of the Closing Date but on or prior to the third anniversary of the Closing Date.

2.13. Mandatory Prepayments/Commitment Reductions. (a) Asset Sales. Not later than the fifth Business Day following the date of receipt by the Company or any other Group Member of any Net Cash Proceeds in respect of any Asset Sale, the Company shall prepay the Term Borrowings in an aggregate amount equal to such Net Cash Proceeds; provided that, so long as no Default or Event of Default shall have occurred and be continuing, the Company may, prior to the date of the required prepayment, deliver to the Administrative Agent a certificate of a Responsible Officer of the Company to the effect that the Company intends to cause an amount equal to such Net Cash Proceeds (or a portion thereof specified in such certificate) to be reinvested in long-term productive assets of the general type used in the business of the Company and the other Group Members within 365 days after the receipt of such Net Cash Proceeds, and certifying that, as of the date thereof, no Default or Event of Default has occurred and is continuing, in which case during such period the Company shall not be required

to make such prepayment to the extent of the amount set forth in such certificate; provided further that any amount equal to such Net Cash Proceeds that are not so reinvested by the end of such period shall be applied to prepay the Term Borrowings promptly upon the expiration of such period. Any amount set forth in any such certificate shall, pending reinvestment or application to make a prepayment as provided in this Section 2.13(a), be, at the option of the Company, (i) held in a Deposit Account of the Company that is subject to a Control Agreement in favor of the Collateral Agent or (ii) applied to prepay outstanding Revolving Loans (in which case an amount of the Revolving Commitments equal to the amount of the proceeds so applied shall be restricted and not available for Credit Extensions to the Borrowers other than Borrowings the proceeds of which are promptly reinvested or applied to make a prepayment as provided in this Section 2.13(a)). Notwithstanding the foregoing, (A) no prepayment of the Term Borrowings shall be required pursuant to this Section 2.13(a) to the extent such Net Cash Proceeds constitute the proceeds of any Disposition of DOE Assets and are applied to prepay a Permitted DOE Facility and (B) any Net Cash Proceeds required to be applied to Term Borrowings pursuant to this Section 2.13(a) shall be applied ratably among the Term Loans and, to the extent required by the terms of the Permitted DOE Facility or any Permitted Additional First Lien Debt then outstanding, the principal amount of the DOE Pari Passu Amount, if any, then outstanding and secured by the Liens created under the Collateral Documents or the principal amount of such Permitted Additional First Lien Debt then outstanding, as the case may be, and the prepayment of the Term Borrowings required pursuant to this Section 2.13(a) shall be reduced accordingly.

(b) Recovery Events. Not later than the fifth Business Day following the date of receipt by the Company or any other Group Member, or by the Administrative Agent as loss payee, of any Net Cash Proceeds in respect of any Recovery Event, the Company shall prepay the Term Borrowings in an aggregate amount equal to such Net Cash Proceeds; provided that, so long as no Default or Event of Default shall have occurred and be continuing, the Company may, prior to the date of the required prepayment, deliver to the Administrative Agent a certificate of a Responsible Officer of the Company to the effect that the Company intends to cause an amount equal to such Net Cash Proceeds (or a portion thereof specified in such certificate) to be reinvested in long-term productive assets of the general type used in the business of the Company and the other Group Members (including through the repair, restoration or replacement of the damaged, destroyed or condemned assets) within 365 days after the receipt of such Net Cash Proceeds, and certifying that, as of the date thereof, no Default or Event of Default has occurred and is continuing, in which case during such period the Company shall not be required to make such prepayment to the extent of the amount set forth in such certificate; provided further that any amount equal to such Net Cash Proceeds that are not so reinvested by the end of such period shall be applied to prepay the Term Borrowings promptly upon the expiration of such period. Any amount set forth in any such certificate shall, pending reinvestment or application to make a prepayment as provided in this Section 2.13(b), be, at the option of the Company, (i) held in a Deposit Account of the Company that is subject to a Control Agreement in favor of the Collateral Agent or (ii) applied to prepay outstanding Revolving Loans (in which case an amount of the Revolving Commitments equal to the amount of the proceeds so applied shall be restricted and not available for Credit Extensions to the Borrowers other than Borrowings the proceeds of which are promptly reinvested or applied to make a prepayment as provided in this Section 2.13(b)). Notwithstanding the foregoing, (A) no prepayment of the Term Borrowings shall be required pursuant to this Section 2.13(b) to the extent such Net Cash

Proceeds constitute the proceeds of any Recovery Event in respect of DOE Assets and are applied to prepay a Permitted DOE Facility and (B) any Net Cash Proceeds required to be applied to Term Borrowings pursuant to this Section 2.13(b) shall be applied ratably among the Term Loans and, to the extent required by the terms of the Permitted DOE Facility or any Permitted Additional First Lien Debt then outstanding, the principal amount of the DOE Pari Passu Amount, if any, then outstanding and secured by the Liens created under the Collateral Documents or the principal amount of such Permitted Additional First Lien Debt then outstanding, as the case may be, and the prepayment of the Term Borrowings required pursuant to this Section 2.13(b) shall be reduced accordingly.

(c) Issuance of Debt. Not later than the fifth Business Day following the date of receipt by the Company or any Group Member of any Net Cash Proceeds from the incurrence of any Indebtedness (other than any Indebtedness permitted to be incurred pursuant to Section 6.4, but including Indebtedness incurred pursuant to clause (l) of the definition of Permitted Indebtedness to the extent required thereunder), the Company shall prepay the Term Borrowings in an aggregate amount equal to 100% of such Net Cash Proceeds.

(d) Consolidated Excess Cash Flow. In the event that there shall be Consolidated Excess Cash Flow for any Fiscal Year (commencing with the Fiscal Year ending December 31, 2012), the Company shall, not later than 90 days after the end of such Fiscal Year, prepay the Term Borrowings of each Class in an aggregate principal amount equal to (i) the product of (A) 50% (or, if the Leverage Ratio as of the end of such Fiscal Year shall have been less than 3.75:1.00 and greater than or equal to 2.75:1.00, 25% or, if the Leverage Ratio as of the end of such Fiscal Year shall have been less than 2.75:1.00, 0%) of such Consolidated Excess Cash Flow and (B) the percentage of the aggregate principal amount of the Term Borrowings of all Classes outstanding as of the end of such Fiscal Year represented by the Term Borrowings of such Class outstanding as of the end of such Fiscal Year minus (ii) the aggregate principal amount of the Term Borrowings of such Class voluntarily prepaid by the Company pursuant to Section 2.12 during such Fiscal Year with Internally Generated Cash; provided that such prepayment with Consolidated Excess Cash Flow for any Fiscal Year shall be required only to the extent and in the amount that the aggregate amount of Balance Sheet Cash, Cash Equivalents and Marketable Securities, as reflected on the Company' s audited consolidated balance sheet as of the last day of such Fiscal Year, exceeds the Threshold Cash Requirement.

(e) Reductions of Revolving Commitments and Revolving Exposure. (i) If any prepayment of the Term Borrowings is required under Section 2.13(a), 2.13(b) or 2.13(c), but the amount of the required prepayment exceeds the outstanding amount of the Term Borrowings, then, on the date that such prepayment is required, the Revolving Commitments shall be reduced by an aggregate amount equal to the excess of the amount of the required prepayment over the outstanding amount of the Term Borrowings, and the Borrowers shall make any prepayment required under Section 2.13(e)(ii) as a result of such reduction.

(ii) In the event and on each occasion that the Total Utilization of Revolving Commitments exceeds the Total Revolving Commitments, the Borrowers shall prepay Revolving Borrowings (or, if no such Borrowings are outstanding, deposit cash collateral in an account with the Administrative Agent in accordance with Section 2.3(h)) in an aggregate amount equal to such excess.

(f) Notice and Certificate. Prior to or concurrently with any mandatory prepayment or reduction pursuant to this Section 2.13, the Company (i) shall notify the Administrative Agent of such prepayment or reduction and (ii) shall deliver to the Administrative Agent a certificate of a Responsible Officer of the Company demonstrating the calculation of the amount of the applicable prepayment or reduction. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid (with such specification to be in accordance with Section 2.14(b)), or the effective date and the amount of any such reduction, as applicable, and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the details thereof. Each mandatory prepayment of any Borrowing shall be allocated among the Lenders holding Loans comprising such Borrowing in accordance with their applicable Pro Rata Shares. Each mandatory reduction of the Revolving Commitments shall reduce the Revolving Commitments of the Revolving Lenders in accordance with their applicable Pro Rata Shares.

2.14. Application of Prepayments. (a) Application of Voluntary Prepayments. Any voluntary prepayment of Term Borrowings of any Class pursuant to Section 2.12(a) shall be applied to reduce the subsequent Installments to be paid pursuant to Section 2.11 with respect to Term Borrowings of such Class in the manner specified by the Company in the notice of prepayment relating thereto (or, if no such manner is specified in such notice, on a pro rata basis (in accordance with the principal amounts of such Installments)).

(b) Application of Mandatory Prepayments. Any mandatory prepayment of Term Borrowings pursuant to Section 2.13 (i) shall be allocated between each Class of Term Borrowings on a pro rata basis (in accordance with the aggregate principal amount of outstanding Borrowings of each such Class), provided that (A) the prepayment of Term Borrowings pursuant to Section 2.13(d) shall be allocated to each Class of Term Borrowings as set forth therein and (B) the amounts so allocable to Incremental Term Loans of any Series may be applied to other Term Borrowings as provided in the applicable Incremental Assumption Agreement, and (ii) shall be applied to reduce the subsequent Installments to be paid pursuant to Section 2.11 with respect to Term Borrowings of any Class on a pro rata basis (in accordance with the principal amounts of such Installments).

2.15. General Provisions Regarding Payments. (a) All payments by the Borrowers or any other Credit Party of principal, interest, fees and other amounts required to be made hereunder or under any other Credit Document shall be made by wire transfer of same day funds in US Dollars, without defense, recoupment, setoff or counterclaim, free of any restriction or condition, to the account of the Administrative Agent most recently designated by it for such purpose and delivered to the Administrative Agent not later than 1:00 p.m. (New York City time) on the date due for the account of the Persons entitled thereto; provided that payments required to be made directly to an Issuing Bank shall be so made and payments made pursuant to Sections 2.17(c), 2.18, 2.19, 9.2 and 9.3 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any payment received by it hereunder for the account of any other Person to the appropriate recipient promptly following receipt thereof.

(b) All payments in respect of the principal amount of any Loan (other than voluntary prepayments of Base Rate Revolving Loans) shall be accompanied by payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) If any Conversion/Continuation Notice is withdrawn as to any Affected Lender or if any Affected Lender makes Base Rate Loans in lieu of its applicable Pro Rata Share of any Eurodollar Rate Borrowing, the Administrative Agent shall give effect thereto in apportioning payments received thereafter.

(d) Subject to the proviso set forth in the definition of "Interest Period", whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the immediately following Business Day, and such extension of time shall be included in the computation of the payment of interest hereunder.

(e) Any payment hereunder by or on behalf of any Borrower to the Administrative Agent that is not received by the Administrative Agent in same day funds prior to 1:00 p.m. (New York City time) on the date due shall be deemed to have been received, for purposes of computing interest and fees hereunder (including for purposes of determining the applicability of Section 2.9), on the Business Day immediately following the date of receipt (or, if later, the Business Day immediately following the date the funds received become available funds).

(f) If an Event of Default shall have occurred and the maturity of the Loans shall have been accelerated pursuant to Section 7.1, all payments or proceeds received by the Administrative Agent or the Collateral Agent in respect of any of the Obligations shall be applied in accordance with the application arrangements described in Section 5.2 of the Guarantee and Collateral Agreement.

(g) Unless the Administrative Agent shall have been notified by a Lender prior to the applicable Credit Date that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's Loan requested on such Credit Date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such Credit Date and may, in its sole discretion, but shall not be obligated to, make available to the applicable Borrower a corresponding amount on such Credit Date. In such event, if a Lender has not in fact made the amount of such Lender's Loan requested on such Credit Date available to the Administrative Agent, then such Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand, such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of such payment to the Administrative Agent, (i) in the case of a payment to be made by such Lender, (A) at any time prior to the third Business Day following the date such amount is made available to the applicable Borrower, the customary rate set by the Administrative Agent for the correction of errors among banks and (B) thereafter, the Base Rate or (ii) in the case of a payment to be made

by the applicable Borrower, the interest rate applicable hereunder to the applicable Loans of the applicable Class. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing.

(h) Unless the Administrative Agent shall have been notified by a Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or Issuing Banks hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in its sole discretion, but shall not be obligated to, distribute to the Lenders or Issuing Banks, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders or Issuing Banks, as the case may be, severally agrees to pay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, (i) at any time prior to the third Business Day following the date such amount is so distributed, at the customary rate set by the Administrative Agent for the correction of errors among banks and (ii) thereafter, at the Base Rate.

2.16. Ratable Sharing. The Lenders hereby agree among themselves that, except as otherwise provided in the Collateral Documents with respect to amounts realized from the exercise of rights with respect to Liens on the Collateral, if any Lender shall, whether through the exercise of any right of set-off or banker's lien, by counterclaim or cross action or by the enforcement of any right under the Credit Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code, receive payment or reduction of a proportion of the aggregate amount of any principal, interest, amounts payable in respect of Letters of Credit, and fees owing to such Lender hereunder or under the other Credit Documents (collectively, the "**Aggregate Amounts Due**" to such Lender) resulting in such Lender receiving payment of a greater proportion of the Aggregate Amounts Due to such Lender than the proportion received by any other Lender in respect of the Aggregate Amounts Due to such other Lender, then the Lender receiving such proportionately greater payment shall (a) notify the Administrative Agent and each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase (for cash at face value) participations in the Aggregate Amounts Due to the other Lenders so that all such payments of Aggregate Amounts Due shall be shared by all the Lenders ratably in accordance with the Aggregate Amounts Due to them; provided that, if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of any Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Company expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, consolidation, set-off or counterclaim with respect to any and all monies owing by the Borrowers to such holder with respect thereto as fully as if such holder were owed the amount of the participation held by such holder. The provisions of this Section 2.16 shall not be construed to apply to (i) any payment made by any of the Borrowers pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time), including the application of funds arising from the existence of a Defaulting Lender, or (ii) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in Loans or other Obligations owing to it.

2.17. Making or Maintaining Eurodollar Rate Loans. (a) Inability to Determine Applicable Interest Rate. If, on or prior to any Interest Rate Determination Date with respect to any Interest Period for any Eurodollar Rate Borrowing, the Administrative Agent shall have determined (which determination shall be conclusive and binding on the parties hereto, absent manifest error) that by reason of circumstances affecting the London interbank market adequate and fair means do not exist for ascertaining the Adjusted Eurodollar Rate for such Interest Period, then the Administrative Agent shall give prompt notice (which may be telephonic) thereof to the Company and each Lender of such determination, whereupon (i) no Loans may be made as, or converted to, Eurodollar Rate Loans until such time as the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice no longer exist, and (ii) any Funding Notice or Conversion/Continuation Notice given by the Company with respect to the Loans in respect of which such determination was made shall be deemed to have been rescinded by the Company.

(b) Illegality or Impracticability of Eurodollar Rate Loans. In the event that on any date any Lender shall have determined (which determination shall be conclusive and binding upon all parties hereto) that the making, maintaining or continuation of its Eurodollar Rate Loans (i) has become unlawful as a result of an adoption of or change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or compliance by any Lender with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority if such request, guideline or directive is made or issued after the Closing Date or (ii) has become impracticable as a result of contingencies occurring after the date hereof which materially and adversely affect the London interbank market or the position of such Lender in that market, then, and in any such event, such Lender shall be an “**Affected Lender**” and it shall on that day give notice (by facsimile or by telephone confirmed in writing) to the Company and the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each other Lender). If the Administrative Agent receives (A) a notice from any Lender pursuant to clause (i) of the preceding sentence or (B) a notice from Lenders constituting the Requisite Lenders pursuant to clause (ii) of the preceding sentence, then (1) the obligation of such Lender (or, in the case of a notice referred to in clause (B) above, the Lenders) to make Loans as, or to convert Loans to, Eurodollar Rate Loans shall be suspended until such notice shall have been withdrawn by such Lender (or, in the case of a notice referred to in clause (B) above, Lenders constituting the Requisite Lenders), (2) to the extent any such notice relates to a Eurodollar Rate Loan or Loans then being requested by the Company, on behalf of any of the Borrowers, pursuant to a Funding Notice or a Conversion/Continuation Notice, such Lender (or, in the case of a notice referred to in clause (B) above, the Lenders) shall make such Loan or Loans as (or continue such Loan or Loans as or convert such Loan or Loans to, as the case may be) a Base Rate Loan or Loans, (3) such Lender’s (or, in the case of a notice referred to in clause (B) above, the Lenders’) obligation to maintain outstanding Eurodollar Rate Loans (the “**Affected Loans**”) shall be terminated at the earlier to occur of the expiration of the Interest Period then in effect with respect to the Affected Loans or when required by law and (4) the Affected Loans shall automatically convert to Base Rate Loans on the date of such termination. Notwithstanding the foregoing, to the extent a determination by an Affected Lender or the Requisite Lenders as described above relates to a

Eurodollar Rate Loan then being requested by any of the Borrowers pursuant to a Funding Notice or a Conversion/Continuation Notice, the Company, on behalf of such Borrowers, shall have the option, subject to the provisions of Section 2.17(c), to rescind such Funding Notice or Conversion/Continuation Notice as to all Lenders by giving written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent of such rescission on the date on which the Affected Lender or the Requisite Lenders give notice of its or their determination as described above (which notice of rescission the Administrative Agent shall promptly transmit to the Lenders).

(c) Compensation for Breakage or Non-Commencement of Interest Periods. Each applicable Borrower shall compensate each Lender for all losses, costs, expenses and liabilities that such Lender may sustain in the event (i) a borrowing of any Eurodollar Rate Loan does not occur on a date specified therefor in any Funding Notice (or any telephonic request for a borrowing) given by the Company on behalf of such Borrower (other than as a result of a failure by such Lender to make such Loan in accordance with its obligations hereunder), whether or not such notice may be rescinded in accordance with the terms hereof, (ii) a conversion to or continuation of any Eurodollar Rate Loan does not occur on a date specified therefor in any Conversion/Continuation Notice (or a telephonic request given for any conversion or continuation) given by the Company on behalf of such Borrower, whether or not such notice may be rescinded in accordance with the terms hereof, (iii) any payment of any principal of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (iv) the conversion of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto, (v) the assignment of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto as a result of a request by the Company pursuant to Section 2.22 or (vi) a prepayment of any Eurodollar Rate Loan does not occur on a date specified therefor in any notice of prepayment given by the Company, whether or not such notice may be rescinded in accordance with the terms hereof. Such loss, cost, expense or liability to any Lender shall be deemed to include an amount reasonably determined by such Lender to be the excess, if any, of (A) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted Eurodollar Rate that would have been applicable to such Loan (but not including the Applicable Rate applicable thereto), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (B) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for US Dollar deposits of a comparable amount and period from other banks in the London interbank market. To request compensation under this Section 2.17(c), a Lender shall deliver to the Company a certificate setting forth in reasonable detail the basis and calculation of any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.17(c), which certificate shall be conclusive and binding absent manifest error. Each applicable Borrower shall pay such Lender the amount or amounts shown as due on any such certificate within 30 days after receipt thereof.

(d) Booking of Eurodollar Rate Loans. Any Lender may make, carry or transfer Eurodollar Rate Loans at, to or for the account of any of its domestic or foreign branch offices or the office of any Affiliate of such Lender; provided that the exercise of such option shall not affect the amount that the Company is obligated to pay in respect of any such Loan or any amount hereunder.

(e) Assumptions Concerning Funding of Eurodollar Rate Loans. Calculation of all amounts payable to a Lender under this Section 2.17 and under Section 2.18 shall be made as though such Lender had actually funded each of its relevant Eurodollar Rate Loans through the purchase of a Eurodollar deposit bearing interest at the rate obtained pursuant to clause (i) of the definition of the term Adjusted Eurodollar Rate in an amount equal to the amount of such Eurodollar Rate Loan and having a maturity comparable to the relevant Interest Period and through the transfer of such Eurodollar deposit from an offshore office of such Lender to a domestic office of such Lender in the United States of America; provided that each Lender may fund each of its Eurodollar Rate Loans in any manner it sees fit and the foregoing assumptions shall be utilized only for the purposes of calculating amounts payable under this Section 2.17 and under Section 2.18.

2.18. Increased Costs; Capital Adequacy. (a) Compensation for Increased Costs. In the event that any Lender (which term shall include each Issuing Bank for purposes of this Section 2.18(a)) shall determine (which determination shall be conclusive and binding on all parties hereto absent manifest error) that any law, treaty or governmental rule, regulation or order, or any change therein or in the interpretation, administration or application thereof (including the introduction of any new law, treaty or governmental rule, regulation or order), or any determination of a court or governmental authority, in each case that becomes effective after the date hereof, or compliance by such Lender with any guideline, request or directive issued or made after the date hereof by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law) (provided that for purposes of this Agreement, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to have been adopted and become effective after the date hereof): (i) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender (other than any such reserve or other requirements with respect to Eurodollar Rate Loans that are reflected in the definition of the term "Adjusted Eurodollar Rate"); or (ii) imposes any other condition on or affecting such Lender (or its applicable lending office) or its obligations hereunder or the London interbank market; and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems material, of agreeing to make, making or maintaining Eurodollar Rate Loans hereunder or to reduce any amount received or receivable by such Lender (or its applicable lending office) with respect thereto; then, in any such case, each applicable Borrower shall pay to such Lender, within 15 Business Days following receipt of the statement referred to in the next sentence, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender in its sole discretion shall determine) as may be necessary to compensate such Lender for any such increased cost or reduction in amounts received or receivable hereunder; provided that such

Lender shall be entitled to request compensation pursuant to this Section 2.18(a) only to the extent it is the general practice or policy of such Lender to request such compensation from other borrowers under comparable facilities under similar circumstances (and such Lender so certifies to the Company). Such Lender shall deliver to the Company (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis and calculation of the additional amounts owed to such Lender under this Section 2.18(a), which statement shall be conclusive and binding on all parties hereto absent manifest error. Notwithstanding the foregoing, the Company shall not be required to compensate a Lender pursuant to this Section 2.18(a) for any amounts incurred more than 90 days prior to the date that such Lender notifies the Company of such Lender's intention to claim compensation therefor; provided that if the circumstances giving rise to such claim have a retroactive effect, then such 90 day period shall be extended to include the period of such retroactive effect.

(b) Capital Adequacy Adjustment. In the event that any Lender (which term shall include each Issuing Bank for purposes of this Section 2.18(b)) shall have determined that the adoption, effectiveness, phase-in or applicability of any law, rule or regulation (or any provision thereof) regarding capital adequacy, or any change therein or in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its applicable lending office) with any guideline, request or directive regarding capital adequacy (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, in each case after the date hereof (provided that for purposes of this Agreement, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to have been adopted and become effective after the date hereof), has or would have the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of, or with reference to, such Lender's Loans or Revolving Commitments or Letters of Credit, or participations therein or other obligations hereunder with respect to the Loans or the Letters of Credit to a level below that which such Lender or such controlling corporation could have achieved but for such adoption, effectiveness, phase-in, applicability, change or compliance (taking into consideration the policies of such Lender or such controlling corporation with regard to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within 15 Business Days after receipt by the Company from such Lender of the statement referred to in the next sentence, each applicable Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such controlling corporation for such reduction; provided that such Lender shall be entitled to request compensation pursuant to this Section 2.18(b) only to the extent it is the general practice or policy of such Lender to request such compensation from other borrowers under comparable facilities under similar circumstances (and such Lender so certifies to the Company). Such Lender shall deliver to the Company (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis and calculation of the additional amounts owed to Lender under this Section 2.18(b), which statement shall be conclusive and binding on all parties hereto absent manifest error. Notwithstanding the foregoing, the Company shall not be required to compensate a Lender pursuant to this Section 2.18(b) for any amounts

incurred more than 90 days prior to the date that such Lender notifies the Company of such Lender's intention to claim compensation therefor; provided that if the circumstances giving rise to such claim have a retroactive effect, then such 90 day period shall be extended to include the period of such retroactive effect.

(c) Notwithstanding anything to the contrary in clauses (a) and (b) of this Section 2.18, such clauses shall not apply to Taxes, which shall be governed exclusively by Section 2.19.

2.19. Taxes; Withholding, Etc. (a) Payments to be Free and Clear. All sums payable by or on behalf of any Borrower or other Credit Party hereunder and under the other Credit Documents shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any Indemnified Tax.

(b) Withholding of Taxes. If any Borrower or other Credit Party or any other Person is required by law to make any deduction or withholding on account of any Indemnified Tax from any sum paid or payable by any Borrower or other Credit Party to the Administrative Agent or any Lender (which term shall include each Issuing Bank for purposes of this Section 2.19(b)) under any of the Credit Documents: (i) the Company shall notify the Administrative Agent of any such requirement or any change in any such requirement as soon as the Company becomes aware of it; (ii) the Company shall pay any such Indemnified Tax before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on any Borrower or other Credit Party) for its own account or (if the liability is imposed on the Administrative Agent or such Lender, as the case may be) on behalf of and in the name of the Administrative Agent or such Lender; (iii) other than in respect of an Excluded Tax, the sum payable by such Borrower or Credit Party in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Administrative Agent or such Lender, as the case may be, receives on the due date a net sum equal to what it would have received had no such deduction, withholding or payment been required or made; and (iv) within 30 days after paying any sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any Tax that it is required by clause (ii) above to pay, the Company shall deliver to the Administrative Agent evidence satisfactory to the other affected parties of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority; provided that no such additional amount shall be required to be paid to any Lender (other than a Lender that becomes a Lender pursuant to Section 2.22) under clause (iii) above except to the extent that (A) any change, after the date hereof (in the case of each Lender listed on the signature pages hereof on the date hereof) or after the effective date of the Assignment Agreement or the Incremental Assumption Agreement pursuant to which such Lender became a Lender (in the case of each other Lender), in any such requirement (as a result of a Change in Tax Law) for a deduction, withholding or payment as is mentioned therein shall result in an increase in the rate of such deduction, withholding or payment from that in effect at the date hereof or at the date of such Assignment Agreement or such Incremental Assumption Agreement, as the case may be, in respect of payments to such Lender or (B) such additional amount results from any requirement for a deduction, withholding or payment imposed, levied, collected, withheld or assessed by a Non-US Jurisdiction; provided further that a Lender that shall have become a Lender pursuant to an Assignment Agreement shall not be entitled to receive any additional amounts in excess of the additional amounts such Lender's assignor would have been entitled to receive pursuant to this Section 2.19(b).

(c) Evidence of Exemption from Withholding Tax.

(i) Each Lender that is not a United States Person (as such term is defined in Section 7701(a)(30) of the Code) for U.S. federal income tax purposes (a “**Non-US Lender**”) shall deliver to the Administrative Agent for transmission to the Company, on or prior to the Closing Date (in the case of each Lender listed on the signature pages hereof on the Closing Date) or on or prior to the date of the Assignment Agreement or the Incremental Assumption Agreement pursuant to which it becomes a Lender (in the case of each other Lender), and at such other times as may be necessary in the determination of the Company or the Administrative Agent (each in the reasonable exercise of its discretion), (i) two original copies of Internal Revenue Service Form W-8BEN, W-8ECI and/or W-8IMY (or, in each case, any successor forms), properly completed and duly executed by such Lender, and such other documentation required under the Code and reasonably requested by the Company to establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to any payments to such Lender of principal, interest, fees or other amounts payable under any of the Credit Documents, or (ii) if such Lender is not a “bank” or other Person described in Section 881(c)(3) of the Code, a Certificate re Non-Bank Status together with two original copies of Internal Revenue Service Form W-8BEN and/or W-8IMY (or any successor form), properly completed and duly executed by such Lender, and such other documentation required under the Code and reasonably requested by the Company to establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to any payments to such Lender of interest payable under any of the Credit Documents.

(ii) Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Code) for United States federal income tax purposes (a “**US Lender**”) and is not an exempt recipient within the meaning of Treasury Regulation Section 1.6049-4(c) shall deliver to the Administrative Agent and the Company on or prior to the Closing Date (or, if later, on or prior to the date on which such Lender becomes a party to this Agreement) two original copies of Internal Revenue Service Form W-9 (or any successor form), properly completed and duly executed by such Lender, certifying that such US Lender is entitled to an exemption from United States backup withholding tax, or otherwise prove that it is entitled to such an exemption. Each Lender required to deliver any forms, certificates or other evidence with respect to United States federal income tax withholding matters pursuant to this Section 2.19(c) hereby agrees, from time to time after the initial delivery by such Lender of such forms, certificates or other evidence, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence obsolete or inaccurate in any material respect, that such Lender shall promptly deliver to the Administrative Agent for transmission to the Company two new original copies of Internal Revenue Service Form W-8BEN, W-8ECI and/or W-8IMY (or, in each case, any successor form), or a Certificate re Non-Bank Status and two original copies of Internal Revenue Service Form W-8BEN (or any successor form), as the case may be, properly completed and duly

executed by such Lender, and such other documentation required under the Code and reasonably requested by the Company to confirm or establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to payments to such Lender under the Credit Documents, or notify the Administrative Agent and the Company of its inability to deliver any such forms, certificates or other evidence.

(iii) In the case of a Borrowing Subsidiary that is organized in a Non-US Jurisdiction, each Lender shall cooperate with the Company and the Administrative Agent by using its commercially reasonable efforts to complete promptly any documentation and procedural formalities necessary to establish that such Lender is not subject to deduction or withholding of Tax with respect to any payments to such Lender of interest payable under any of the Credit Documents; provided that no Lender will be required to take any action that is not permitted by law or that would require the obtaining of any Governmental Authorization by such Lender.

(iv) No Borrower or other Credit Party shall be required to pay any additional amount to any Lender if such Lender shall have failed (1) to deliver the forms, certificates or other evidence referred to in Section 2.19(c)(i), (ii) and (iii), or (2) to notify the Administrative Agent and the Company of its inability to deliver any such forms, certificates or other evidence, as the case may be (including any inability resulting from a determination in good faith by such Lender that compliance with Section 2.19(c)(iii) could not be fulfilled with commercially reasonable efforts); provided that if such Lender shall have satisfied the requirements of Section 2.19(c)(i), (ii) or (iii) on the Closing Date or on the date of the Assignment Agreement or the Incremental Assumption Agreement pursuant to which it became a Lender, as applicable, nothing in this Section 2.19(c)(iv) shall relieve any Borrower or other Credit Party of its obligation to pay any additional amounts pursuant this Section 2.19 in the event that, as a result of any Change in Tax Law, such Lender is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Lender is not subject to deduction or withholding as described herein.

(d) FATCA. Notwithstanding anything to the contrary, neither the Company nor any other Credit Party shall be required to pay any additional amount pursuant to this Section 2.19 with respect to any United States federal withholding tax imposed on any “withholdable payments” payable to a recipient as a result of the failure of such recipient to satisfy the applicable requirements as set forth under FATCA after December 31, 2012.

(e) Indemnification. The applicable Borrower or other Credit Party shall indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of (i) any Indemnified Tax paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of such Borrower or Credit Party hereunder or under the other Credit Documents (including any Tax imposed or asserted on or attributable to amounts payable under this Section 2.19) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto and (ii) any additional Tax (other than an Indemnified Tax, an Excluded Tax or a Tax on the overall net income of the Administrative Agent or Lender) paid by the Administrative Agent or such Lender with respect to any Loan, Letter of Credit or other obligation under this Agreement or the other

Credit Documents as a result of a Change in Tax Law after the date hereof, in each case whether or not such Tax was correctly or legally imposed or asserted by the relevant taxing or other authority (provided that if the applicable Borrower or Credit Party reasonably believes that such Tax was not correctly or legally asserted, the Administrative Agent or the applicable Lender, as the case may be, will use reasonable efforts to cooperate with the Borrower or other Credit Party (at the applicable Borrower's expense) to obtain a refund of such Tax, the benefit of which refund shall be returned to the applicable Borrower to the extent provided in Section 2.19(f)). A certificate as to the amount of such payment or liability delivered to such Borrower or Credit Party by a Lender or the Administrative Agent on its own behalf or on behalf of a Lender shall be conclusive absent manifest error. For the purposes of determining whether any Borrower or Credit Party shall be required to make an indemnification payment under Section 2.19(e)(ii), all of the limitations set forth in Section 2.18(a) shall be fully applicable and, for the avoidance of doubt, the applicable Borrower or Credit Party shall only be required to make an indemnification payment under Section 2.19(e)(ii) if all of the procedural requirements set forth in Section 2.18(a) are satisfied.

(f) Treatment of Certain Refunds. If any Lender determines in good faith that it has received a refund of any Taxes as to which (i) the Borrower or any other Credit Party has paid additional amounts under Section 2.19 (including additional amounts paid pursuant to this Section 2.19(f)), or (ii) such Lender been indemnified pursuant to Section 2.19(e), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of the additional amounts and the indemnity payments made under this Section 2.19 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid to such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such indemnified party is required to repay such refund to such Governmental Authority. This Section 2.19(f) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other person.

(g) Payment of Other Taxes by the Company. The Company shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

2.20. Obligation to Mitigate. If any Lender becomes an Affected Lender or requests compensation under Section 2.18, or if any Borrower is required to pay any additional amount to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.19, then such Lender shall (at the request of the Company) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates if, in the judgment of such Lender, such designation or assignment and delegation (a) would cause such Lender to cease to be an Affected Lender or would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.19, as the case may be, in the future and (b) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

2.21. Defaulting Lenders. (a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary set forth herein, if any Revolving Lender becomes a Defaulting Lender, then, until such time as such Revolving Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement or any other Credit Document shall be restricted as set forth in the definition of the term Requisite Lenders.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 7 or otherwise) or received by the Administrative Agent from such Defaulting Lender pursuant to Section 9.4 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank hereunder; third, to cash collateralize the Issuing Banks' Fronting Exposure with respect to such Defaulting Lender (such cash collateralization to be made in the manner, and pursuant to documentation and procedures, satisfactory to the Administrative Agent and each applicable Issuing Bank); fourth, as the Company may request (so long as no Default or Event of Default shall have occurred and be continuing), to the funding of any Revolving Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Company, to be held in a deposit account and released pro rata in order (A) to satisfy such Defaulting Lender's potential future funding obligations with respect to Revolving Loans under this Agreement and (B) to cash collateralize (such cash collateralization to be made in the manner, and pursuant to documentation and procedures, satisfactory to the Administrative Agent and each applicable Issuing Bank) the Issuing Banks' future Fronting Exposure with respect to such Defaulting Lender with respect to Letters of Credit to be issued under this Agreement; sixth, to the payment of any amounts owing to the Revolving Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Revolving Lender or any Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default shall have occurred and be continuing, to the payment of any amounts owing to any Borrower as a result of any judgment of a court of competent jurisdiction obtained by such Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (1) such payment is a payment of the principal amount of any Revolving Loans or drawings under Letters of Credit in respect of which such Defaulting Lender has not fully funded its applicable Pro Rata Share, and (2) such Revolving Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 3.2 were satisfied or waived, such payment shall be

applied solely to pay the Revolving Loans of, or drawings under Letters of Credit participations in respect of which have been funded by, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Revolving Loans of, or participations in respect of any drawings under Letters of Credit owed to, such Defaulting Lender until such time as all Revolving Loans and funded and unfunded participations in Letters of Credit are held by the Revolving Lenders in accordance with their applicable Pro Rata Shares without giving effect to Section 2.21(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.21(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Revolving Lender irrevocably consents hereto.

(iii) Certain Fees. (A) No Defaulting Lender shall be entitled to receive any commitment fee pursuant to Section 2.10(a)(i) for any period during which such Revolving Lender is a Defaulting Lender (and the Company shall not be required to pay any such fee that otherwise would have been required to have been paid to such Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive a letter of credit fee pursuant to Section 2.10(a)(ii) for any period during which such Revolving Lender is a Defaulting Lender only to the extent allocable to its applicable Pro Rata Share of the stated amount of Letters of Credit for which it has provided cash collateral in accordance with this Section 2.21.

(C) With respect to any commitment fee or letter of credit fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Company shall (1) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letters of Credit that has been reallocated to such Non-Defaulting Lender pursuant to Section 2.21(a)(iv), (2) pay to each Issuing Bank the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Bank's Fronting Exposure to such Defaulting Lender, and (3) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Letters of Credit shall be reallocated among the Non-Defaulting Lenders in accordance with their respective applicable Pro Rata Shares (calculated without regard to such Defaulting Lender's Revolving Commitment) but only to the extent that such reallocation does not cause the Revolving Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from such Revolving Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in Section 2.21(a)(iv) cannot, or can only partially, be effected, the Company shall, without prejudice to any right or remedy available to it hereunder or under law, cash collateralize the Issuing Banks' Fronting Exposure in accordance with the procedures set forth in Section 2.3(h).

(b) Defaulting Lender Cure. If the Company, the Administrative Agent and each Issuing Bank agree in writing that a Revolving Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), such Revolving Lender will, to the extent applicable, purchase at par that portion of outstanding Revolving Loans of the other Revolving Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Loans and funded and unfunded participations in Letters of Credit to be held by the Revolving Lenders in accordance with their respective applicable Pro Rata Shares (without giving effect to Section 2.21(a)(iv)), whereupon such Revolving Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Company or any other Borrower while such Revolving Lender was a Defaulting Lender; and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from a Revolving Lender's having been a Defaulting Lender.

(c) New Letters of Credit. So long as any Revolving Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, extend, renew or increase any Letter of Credit unless it is reasonably satisfied that it will have no Fronting Exposure after giving effect thereto.

2.22. Replacement of Lenders. If (i) any Lender has become an Affected Lender, (ii) any Lender requests compensation under Section 2.18, (iii) any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19, (iv) any Lender has become a Defaulting Lender or (v) any Lender has failed to consent to a proposed waiver, amendment or other modification of any Credit Document, or to any departure of any Borrower or other Credit Party therefrom, that under Section 9.5(b) requires the consent of all the Lenders (or all the affected Lenders or all the Lenders of the affected Class) and with respect to which the Requisite Lenders (or, in circumstances where Section 9.5(d) does not require the consent of the Requisite Lenders, a Majority in Interest of the Lenders of the affected Class) shall have granted their consent, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.6, including the consent requirements set forth therein), all its interests, rights and obligations under this Agreement and the other Credit Documents (or, in the case of any such assignment and delegation resulting from a failure to provide a consent, all its interests, rights and obligations under this Agreement and the other Credit Documents as a Lender of a particular Class) to an Eligible Assignee that shall assume such obligations (which may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Company shall have paid to the Administrative Agent the registration and processing fee referred to in Section 9.6(d), (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and, if applicable,

participations in drawings under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including any amounts under Section 2.17(c) and the prepayment fee under Section 2.12(c) (with such assignment being deemed to be a voluntary prepayment for purposes of determining the applicability of such Section)) (if applicable, in each case only to the extent such amounts relate to its interest as a Lender of a particular Class) from the assignee (in the case of such principal and accrued interest and fees) or each applicable Borrower (in the case of all other amounts), (C) such assignment and delegation does not conflict with applicable law, (D) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.19, such assignment will result in a reduction in such compensation or payments thereafter, (E) in the case of any such assignment and delegation resulting from the failure to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, the applicable waiver, amendment or other modification, or consent to a departure, can be effected and (F) any such assignment and delegation shall not be deemed to be a waiver of any rights that any Borrower or other Credit Party, the Administrative Agent or any other Lender shall have against the replaced Lender. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this Section 2.22 may be effected pursuant to an Assignment Agreement executed by the Company, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

2.23. Borrowing Subsidiaries. (a) Designation of Borrowing Subsidiaries. The Company may at any time and from time to time designate any Subsidiary as a Borrower, in each case by delivery to the Administrative Agent of a Borrower Joinder Agreement executed by such Subsidiary and by the Company, and upon such delivery such Subsidiary shall for all purposes of this Agreement be a Borrower and a party to this Agreement. Any Borrowing Subsidiary shall continue to be a Borrowing Subsidiary until the Company shall have executed and delivered to the Administrative Agent a Borrower Termination Agreement with respect to such Subsidiary, whereupon such Subsidiary shall cease to be a Borrowing Subsidiary hereunder. Notwithstanding the foregoing, (a) no Borrower Joinder Agreement shall become effective as to any Subsidiary if it shall be unlawful for such Subsidiary to become a Borrower hereunder or if it shall be unlawful for, or require the obtaining of any Governmental Authorization by, any Lender participating in any Commitments under which such Subsidiary may borrow to make Loans or otherwise extend credit to such Subsidiary as provided herein and (b) no Borrower Termination Agreement will become effective as to any Borrowing Subsidiary until all Loans made to such Borrowing Subsidiary shall have been repaid, all Letters of Credit issued for the account of such Borrowing Subsidiary have been drawn in full or have expired and all amounts payable by such Borrowing Subsidiary in respect of any drawings under any Letter of Credit issued for the account of such Borrowing Subsidiary, interest and/or fees (and, to the extent notified by the Administrative Agent or any Lender, any other amounts payable hereunder by such Borrowing Subsidiary) shall have been paid in full; provided that such Borrower Termination Agreement shall be immediately effective to terminate the right of such Borrowing Subsidiary to request or receive further extensions of credit under this Agreement. As soon as practicable upon receipt of a Borrower Joinder Agreement, the Administrative Agent shall send a copy thereof to each Lender.

(b) Joint and Several Liability. All Obligations of any Borrowing Subsidiary under this Agreement and the other Credit Documents shall be joint and several Obligations of the Company.

(c) Representative of Borrowers. Each Borrowing Subsidiary hereby appoints the Company as its agent, attorney-in-fact and representative for the purpose of (i) making any borrowing requests or other requests required under this Agreement, (ii) the giving and receipt of notices by and to Borrowers under this Agreement, (iii) the delivery of all documents, reports, financial statements and written materials required to be delivered by Borrowers under this Agreement, and (iv) all other purposes incidental to any of the foregoing. Each Borrowing Subsidiary agrees that any action taken by the Company as the agent, attorney-in-fact and representative of such Borrowing Subsidiary shall be binding upon such Borrowing Subsidiary to the same extent as if directly taken by such Borrowing Subsidiary.

(d) Allocation of Loans. All Loans shall be made to the Company as Borrower unless a different allocation of the Loans as between the Company and the Borrowing Subsidiaries with respect to any borrowing hereunder is included in the applicable Funding Notice.

2.24. Incremental Facilities. (a) The Company may on one or more occasions, by written notice to the Administrative Agent, request (i) during the Revolving Commitment Period, the establishment of Incremental Revolving Commitments and/or (ii) the establishment of Incremental Term Loan Commitments, provided that the aggregate amount of all the Incremental Commitments established hereunder shall not exceed US\$1,200,000,000. Each such notice shall specify (A) the date on which the Company proposes that the Incremental Revolving Commitments or the Incremental Term Loan Commitments, as applicable, shall be effective, which shall be a date not less than 10 Business Days (or such shorter period as may be agreed to by the Administrative Agent) after the date on which such notice is delivered to the Administrative Agent and (B) the amount of the Incremental Revolving Commitments or the Incremental Term Loan Commitments, as applicable, being requested (it being agreed that (x) any Lender approached to provide any Incremental Revolving Commitment or the Incremental Term Loan Commitments may elect or decline, in its sole discretion, to provide such Incremental Revolving Commitment or the Incremental Term Loan Commitments and (y) any Person that the Company proposes to become an Incremental Lender, if such Person is not then a Lender, must be an Eligible Assignee and must be reasonably acceptable to the Administrative Agent and, in the case of any proposed Incremental Revolving Lender, each Issuing Bank).

(b) The terms and conditions of any Incremental Revolving Commitment and Loans and other extensions of credit to be made thereunder shall be identical to those of the Revolving Commitments and Loans and other extensions of credit made thereunder, and shall be treated as a single Class with such Revolving Commitments and Loans. The terms and conditions of any Incremental Term Loan Commitments and Incremental Term Loans to be made thereunder shall be, except as otherwise set forth herein or in the applicable Incremental Assumption Agreement, identical to those of the Tranche B Term Loan Commitments and the

Tranche B Term Loans; provided that (i) the weighted average life to maturity of any Incremental Term Loans shall be no shorter than the remaining weighted average life to maturity of the Tranche B Term Loans, (ii) no Incremental Term Loan Maturity Date shall be earlier than the latest Maturity Date then in effect, (iii) the Weighted Average Yield applicable to any Incremental Term Loans shall not be greater than the applicable Weighted Average Yield payable pursuant to the terms of this Agreement as amended through the date of such calculation with respect to Tranche B Term Loans plus 0.50% per annum unless the Applicable Rate with respect to the Tranche B Term Loans is increased so as to cause the then applicable Weighted Average Yield under this Agreement on the Tranche B Term Loans to equal the Weighted Average Yield then applicable to such Incremental Term Loans minus 0.50% per annum and (iv) all terms and conditions of any Incremental Term Loan Commitments and Incremental Term Loans (other than those set forth in clauses (i) through (iii)), to the extent not consistent with the terms of the Tranche B Term Loan Commitments and the Tranche B Term Loans, shall be reasonably acceptable to the Administrative Agent. Any Incremental Term Loan Commitments established pursuant to an Incremental Assumption Agreement that have identical terms and conditions, and any Incremental Term Loans made thereunder, shall be designated as a separate series (each a “**Series**”) of Incremental Term Loan Commitments and Incremental Term Loans for all purposes of this Agreement.

(c) The Incremental Commitments shall be effected pursuant to one or more Incremental Assumption Agreements executed and delivered by the Company, each Incremental Lender providing such Incremental Commitments and the Administrative Agent but only if (i) no Default or Event of Default shall have occurred and be continuing on the date of effectiveness thereof, both immediately prior to and immediately after giving effect to such Incremental Commitments and the making of the Loans and other Credit Extensions thereunder to be made on such date, (ii) on the date of effectiveness thereof, the representations and warranties of each Borrower and each other Credit Party set forth in the Credit Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of such date, except in the case of any such representation and warranty that specifically relates to an earlier date, in which case such representation and warranty shall be so true and correct on and as of such earlier date, (iii) after giving effect to such Incremental Commitments and the making of Loans and other Credit Extensions thereunder to be made on the date of effectiveness thereof and such other customary adjustments as are reasonably acceptable to the Administrative Agent, the Company shall be in compliance on a pro forma basis (determined in accordance with Section 1.2(c)) with the financial covenants set forth in Sections 6.1 and 6.2 as of the date of effectiveness thereof, (iv) each applicable Borrower shall make any payments required to be made pursuant to Section 2.17(c) in connection with such Incremental Commitments and the related transactions under this Section 2.24 and (v) the Company shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary’ s certificates, officer’ s certificates and other documents as shall reasonably be requested by the Administrative Agent in connection with any such transaction. Each Incremental Assumption Agreement may, without the consent of any Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect to the provisions of this Section 2.24.

(d) Upon the effectiveness of an Incremental Commitment of any Incremental Lender, (i) such Incremental Lender shall be deemed to be a “Lender” (and a Lender in respect of Commitments and Loans of the applicable Class) hereunder, and henceforth shall be entitled to all the rights of, and benefits accruing to, Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and shall be bound by all agreements, acknowledgements and other obligations of Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and under the other Credit Documents, and (ii) in the case of any Incremental Revolving Commitment, (A) such Incremental Revolving Commitment shall constitute (or, in the event such Incremental Lender already has a Revolving Commitment, shall increase) the Revolving Commitment of such Incremental Lender and (B) the Total Revolving Commitments shall be increased by the amount of such Incremental Revolving Commitment, in each case, subject to further increase or reduction from time to time as set forth in the definition of the term “Revolving Commitment”. For the avoidance of doubt, upon the effectiveness of any Incremental Revolving Commitment, the Revolving Exposure of the Incremental Revolving Lender holding such Commitment, and the Pro Rata Shares of all the Revolving Lenders, shall automatically be adjusted to give effect thereto.

(e) On the date of effectiveness of any Incremental Revolving Commitments, each Revolving Lender shall assign to each Incremental Revolving Lender holding such Incremental Revolving Commitment, and each such Incremental Revolving Lender shall purchase from each Revolving Lender, at the principal amount thereof (together with accrued interest), such interests in the Revolving Loans and participations in Letters of Credit outstanding on such date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans and participations in Letters of Credit will be held by all the Revolving Lenders (including such Incremental Revolving Lenders) ratably in accordance with their applicable Pro Rata Shares after giving effect to the effectiveness of such Incremental Revolving Commitment.

(f) Subject to the terms and conditions set forth herein and in the applicable Incremental Assumption Agreement, each Incremental Term Lender holding an Incremental Term Loan Commitment of any Series shall make a loan to the Company in an amount equal to such Incremental Term Loan Commitment on the date specified in such Incremental Assumption Agreement.

(g) The Administrative Agent shall notify Lenders promptly upon receipt by the Administrative Agent of any notice from the Company referred to in Section 2.24(a) and of the effectiveness of any Incremental Commitments, in each case advising the Lenders of the details thereof and, in the case of effectiveness of any Incremental Revolving Commitments, of the Pro Rata Shares of the Revolving Lenders after giving effect thereto and of the assignments required to be made pursuant to Section 2.24(e).

2.25. Extension Offers. (a) The Company may on one or more occasions, by written notice to the Administrative Agent, make one or more offers (each, an “**Extension Offer**”) to all the Lenders of one or more Classes (each Class subject to such an Extension Offer, an “**Extension Request Class**”) to make one or more Extension Permitted Amendments pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Company. Such notice shall set forth (i) the terms and conditions of the

requested Extension Permitted Amendment and (ii) the date on which such Extension Permitted Amendment is requested to become effective (which shall not be less than 10 Business Days nor more than 30 Business Days after the date of such notice, unless otherwise agreed to by the Administrative Agent). Extension Permitted Amendments shall become effective only with respect to the Loans and Commitments of the Lenders of the Extension Request Class that accept the applicable Extension Offer (such Lenders, the “**Extending Lenders**”) and, in the case of any Extending Lender, only with respect to such Lender’s Loans and Commitments of such Extension Request Class as to which such Lender’s acceptance has been made.

(b) An Extension Permitted Amendment shall be effected pursuant to an Extension Agreement executed and delivered by the Company, each applicable Extending Lender and the Administrative Agent; provided that no Extension Permitted Amendment shall become effective unless the Company shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary’s certificates, officer’s certificates and other documents as shall reasonably be requested by the Administrative Agent in connection therewith. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Extension Agreement. Each Extension Agreement may, without the consent of any Lender other than the applicable Extending Lenders, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect to the provisions of this Section 2.25, including any amendments necessary to treat the applicable Loans and/or Commitments of the Extending Lenders as a new “Class” of loans and/or commitments hereunder; provided that, in the case of any Extension Offer relating to Revolving Commitments or Revolving Loans, except as otherwise agreed by each Issuing Bank, (i) the allocation of the participation exposure with respect to any then-existing or subsequently issued Letter of Credit as between the commitments of such new “Class” and the remaining Revolving Commitments shall be made on a ratable basis as between the commitments of such new “Class” and the remaining Revolving Commitments and (ii) the Revolving Commitment Period and the Revolving Maturity Date, as such terms are used in reference to Letters of Credit of such Issuing Bank, may not be extended without the prior written consent of such Issuing Bank.

SECTION 3. CONDITIONS PRECEDENT

3.1. Closing Date. The obligation of each Lender and of each Issuing Bank to make any Credit Extension shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.5):

(a) Credit Agreement. The Administrative Agent shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic image scan transmissions) that such party has signed a counterpart of this Agreement.

(b) Organizational Documents; Incumbency. The Administrative Agent shall have received, in respect of each Borrower and each other Credit Party, (i) a certificate of such Borrower or Credit Party executed by the secretary or assistant secretary of such Borrower or Credit Party attaching (A) a copy of each Organizational Document of such Borrower or Credit Party, which shall, to the extent applicable, be certified as of the Closing Date or a recent date

prior thereto by the appropriate Governmental Authority, (B) signature and incumbency certificates of the officers of such Borrower or Credit Party, (C) resolutions of the board of directors or similar governing body of such Borrower or Credit Party approving and authorizing the execution, delivery and performance of this Agreement and the other Credit Documents to which it is a party, certified as of the Closing Date by such secretary or assistant secretary as being in full force and effect without modification or amendment, and (D) a good standing certificate from the applicable Governmental Authority of such Borrower's or Credit Party's jurisdiction of organization, dated the Closing Date or a recent date prior thereto, and (ii) such other documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Borrower and each other Credit Party and the authorization of the Financing Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(c) Organizational and Capital Structure. The organizational structure and the capital structure of the Company and the Subsidiaries, both before and after giving effect to the Transactions, shall be as set forth on Schedule 3.2.

(d) Capitalization of the Company. Prior to or substantially contemporaneously with the initial funding of Loans on the Closing Date, any member of the Fiat Group shall have exercised its primary call option to acquire an additional 16% equity interest in the Company, the issuance and sale of Equity Interests of the Company pursuant to such exercise shall have been consummated and the Company shall have received US\$1,268,000,000 in Cash proceeds from such issuance and sale.

(e) Related Transactions.

(i) All conditions to the issuance and sale of the Senior Second Lien Notes shall have been satisfied or the fulfillment of any such conditions shall have been waived, and the Senior Second Lien Notes shall have been, or substantially contemporaneously with the initial funding of the Loans on the Closing Date shall be, issued in accordance with the terms of the Senior Second Lien Notes Documents in an aggregate principal amount of not less than US\$3,200,000,000, minus any amount by which the Tranche B Term Loan Commitments as of the Closing Date exceed US\$3,000,000,000.

(ii) The Administrative Agent shall have received true and complete copies of each Related Agreement.

(f) Existing Indebtedness. Prior to or substantially contemporaneously with the initial funding of Loans on the Closing Date, the Company and the Subsidiaries shall have (i) repaid in full all principal, premium, if any, interest, fees and other amounts due or outstanding under the UST Credit Agreement and the EDC Credit Agreement, (ii) terminated all commitments to lend or make other extensions of credit thereunder, (iii) delivered to the Administrative Agent all documents or instruments necessary to release and terminate all Guarantee Obligations and Liens existing in connection therewith, or made arrangements reasonably satisfactory to the Arrangers for termination or release of such Obligations and Liens, and (iv) made arrangements satisfactory to the Administrative Agent with respect to the cancellation of any letters of credit outstanding thereunder or the issuance of Letters of Credit to

support the obligations of the Company and the Subsidiaries with respect thereto. Immediately after giving effect to the Transactions, the Company and its consolidated Subsidiaries shall not have outstanding any Indebtedness that would be reflected on a balance sheet prepared as of the date hereof on a consolidated basis in conformity with GAAP, other than (A) Indebtedness incurred under the Credit Documents, (B) the Senior Second Lien Notes, (C) the VEBA Notes, (D) the Canadian Health Care Trust Notes, (E) the Indebtedness of Chrysler de Mexico S.A. de C.V. owing to Banco Nacional de Comercio Exterior, S.N.C. and Nacional Financiera, S.N.C. existing on the date hereof, (F) Indebtedness permitted under clause (aa) of the definition of Permitted Indebtedness and (G) Indebtedness in an aggregate principal amount not to exceed US\$1,250,000,000.

(g) Governmental Authorizations and Consents. Each Borrower and each other Credit Party shall have obtained all material Governmental Authorizations and all consents of other Persons that, in each case, are necessary or advisable in connection with the Financing Transactions, and each of the foregoing shall be in full force and effect. All applicable waiting periods shall have expired without any action being taken or threatened by any Governmental Authority that could restrain, prevent or otherwise impose adverse conditions on the consummation of the Financing Transactions, no action, request for stay, petition for review, rehearing or reconsideration or appeal with respect to any of the foregoing shall be pending, and the time for any Governmental Authority to take any action to set aside or otherwise revoke its authorization of or consent to the consummation of the Financing Transactions shall have expired.

(h) Collateral and Guarantee Requirement. The Collateral and Guarantee Requirement shall have been satisfied, subject to the last paragraph of this Section 3.1. The Collateral Agent shall have received a completed Collateral Questionnaire in form and substance reasonably satisfactory to the Collateral Agent, dated the Closing Date and executed by a Responsible Officer of the Company, together with all attachments contemplated thereby, including the results of a search of the UCC (or equivalent) filings made with respect to the Credit Parties in the jurisdictions contemplated by the Collateral Questionnaire and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Collateral Agent and the Arrangers that the Liens indicated by such financing statements (or similar documents) are Permitted Liens or have been, or substantially contemporaneously with the initial funding of Loans on the Closing Date will be, released (or arrangements reasonably satisfactory to the Collateral Agent and the Arrangers shall have been made for the release of such Liens).

(i) Financial Statements. The Administrative Agent shall have received from the Company the Historical Financial Statements, which shall be accompanied by, in the case of unaudited consolidated financial statements, a Financial Officer Certification of the Company thereon. Information required to be delivered hereunder shall be deemed to have been timely delivered to the Administrative Agent if such information shall be accessible to the Administrative Agent on the Platform or shall be available on the website of the Company, or if one or more filings containing such information is available on the website of the SEC at <http://www.sec.gov> (provided that the Company has notified the Administrative Agent that such information is available on such website and, if requested by the Administrative Agent, shall have provided hard copies to the Administrative Agent).

(j) Evidence of Insurance. The Collateral Agent shall have received a certificate from the Company' s insurance broker or other evidence reasonably satisfactory to it that the insurance required to be maintained pursuant to Section 5.5 is in full force and effect, and that the Collateral Agent, for the benefit of Secured Parties, is named as additional insured and lender loss payee thereunder to the extent required under Section 5.5.

(k) Opinions of Counsel. The Administrative Agent shall have received a favorable written legal opinion (addressed to the Administrative Agent, the Collateral Agent, the Lenders and the Issuing Banks, if any, and dated the Closing Date) of each of (i) Sullivan & Cromwell LLP, counsel for the Borrowers and the other Credit Parties, and (ii) from such local counsel as may be reasonably requested by the Administrative Agent and, in the case of each of clauses (i) and (ii), covering matters customarily covered by such legal opinions (and each Borrower and each other Credit Party hereby instructs such counsel to deliver such opinion to the Administrative Agent).

(l) Fees. The Company shall have paid to the Arrangers, the Agents and the Lenders all fees and other amounts due and payable on or prior to the Closing Date pursuant to the Credit Documents and any fee letter by or among any Borrower or other Credit Party and the Administrative Agent, any Arranger or any Affiliate thereof in connection with the credit facilities provided herein.

(m) Closing Date Certificate. The Administrative Agent shall have received the Closing Date Certificate, dated the Closing Date and signed by the chief financial officer of the Company, together with all attachments thereto, certifying, among other things, that on a pro forma basis after giving effect to the incurrence of Indebtedness hereunder, the issuance of the Senior Second Lien Notes, the use of proceeds of the foregoing, including the repayment of all Indebtedness outstanding under the UST Credit Agreement and the EDC Credit Agreement, and the other Transactions contemplated to occur on the Closing Date, Available Liquidity as of the Closing Date shall not be less than US\$7,000,000,000 (provided that, solely for purposes of this clause (m), only Balance Sheet Cash, Cash Equivalents and Marketable Securities held by the Credit Parties shall be deemed included in clause (a) of the definition of Available Liquidity).

(n) Credit Rating. The Company shall have been assigned a public corporate family rating of not less than B2 from Moody' s, with stable or better outlook, and a public corporate credit rating of not less than B from S&P, with stable or better outlook, and the Loans shall have been assigned a public credit rating from each of Moody' s and S&P.

(o) No Litigation. There shall not exist any Adverse Proceeding that, in the reasonable opinion of the Administrative Agent and the Arrangers, individually or in the aggregate, materially impairs the Transactions, or would reasonably be expected to have a Material Adverse Effect.

(p) Letter of Direction. The Administrative Agent shall have received a duly executed letter of direction from the Company addressed to the Administrative Agent, on behalf of itself and the Lenders, directing the disbursement on the Closing Date of the proceeds of the Loans to be made on such date.

(q) PATRIOT Act. At least five days prior to the Closing Date, the Lenders and the Agents shall have received all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

(r) Disclosure Letter. The Administrative Agent shall have received an executed copy of the Disclosure Letter.

Notwithstanding the foregoing, except as otherwise agreed by the Administrative Agent and the Company, if the Company shall have used commercially reasonable efforts to procure and deliver, but shall nevertheless be unable to deliver, any Mortgage, Foreign Pledge Agreement or Control Agreement that is required to be delivered in order to satisfy the requirements of the Collateral and Guarantee Requirement, such delivery shall not be a condition precedent to the obligations of the Lenders and the Issuing Banks hereunder on the Closing Date, but shall be required to be accomplished as and to the extent provided in Sections 5.7(j) and 5.7(k).

3.2. Each Credit Extension. The obligation of each Lender and of each Issuing Bank to make any Credit Extension on any Credit Date, including the Closing Date and the date of any initial Credit Extension to a Borrowing Subsidiary, is subject to the satisfaction (or waiver in accordance with Section 9.5) of the following conditions precedent:

(a) the Administrative Agent and, in the case of any issuance, amendment, renewal or extension of any Letter of Credit, the applicable Issuing Bank shall have received a fully completed and executed Funding Notice or Issuance Notice, as the case may be;

(b) the representations and warranties of each Borrower and each other Credit Party set forth in the Credit Documents (other than, if and for so long as the Investment Grade Ratings Condition shall be satisfied, the representation and warranty set forth in Section 4.1(b)) shall be true and correct (i) in the case of the representations and warranties qualified or modified as to materiality in the text thereof, in all respects and (ii) otherwise, in all material respects, in the case of each of clauses (i) and (ii) on and as of the date of such Credit Extension, except in the case of any such representation and warranty that expressly relates to an earlier date, in which case such representation and warranty shall be so true and correct on and as of such earlier date;

(c) at the time of and immediately after giving effect to such Credit Extension, no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(d) the Administrative Agent shall have received a Borrowing Base Certificate, demonstrating that the Borrowing Base Coverage Ratio as of the date of such Credit Extension (calculated on a pro forma basis after giving effect to each incurrence and prepayment of Covered Indebtedness on such date) is not less than 1.10:1.00; and

(e) in the case of any issuance, amendment, renewal or extension of any Letter of Credit, the Administrative Agent and the applicable Issuing Bank shall have received all other information required by the applicable Issuance Notice, and such other documents or information as such Issuing Bank may reasonably require in connection with the issuance of such Letter of Credit.

On the date of any Credit Extension, the Company shall be deemed to have represented and warranted that the conditions specified in this Section 3.2 have been satisfied and that, after giving effect to such Credit Extension, the Total Utilization of Revolving Commitments (or any component thereof) shall not exceed the maximum amount thereof (or the maximum amount of any such component) specified in Section 2.2(a) or 2.3(a).

3.3. Initial Credit Extension for each Additional Borrowing Subsidiary. The obligation of each Lender and of each Issuing Bank to make any Credit Extension on any Credit Date for the account of any Borrowing Subsidiary that becomes a Borrowing Subsidiary after the Closing Date in accordance with Section 2.23(a) is subject to the satisfaction of the following conditions:

(a) The Administrative Agent (or its counsel) shall have received such Borrower's Borrower Joinder Agreement duly executed by all parties thereto.

(b) The Administrative Agent shall have received such documents (including such legal opinions) as the Administrative Agent or its counsel may reasonably request relating to the formation, existence and good standing of such Borrower, the authorization and legality of the Financing Transactions insofar as they relate to such Borrower and any other legal matters relating to such Borrower, its Borrower Joinder Agreement or such Financing Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(c) The Administrative Agent and the Lenders shall have received, at least five Business Days prior to the making of such Loans or issuance of such Letters of Credit, all documentation and other information relating to such Borrower requested by them for purposes of ensuring compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the U.S.A. PATRIOT Act.

SECTION 4. REPRESENTATIONS AND WARRANTIES

In order to induce the Agents, the Lenders and the Issuing Banks to enter into this Agreement and to make each Credit Extension to be made thereby, the Company represents and warrants to each Agent, each Lender and each Issuing Bank as follows:

4.1. No Change. (a) On the Closing Date, there has been no development or event that has had or would reasonably be expected to have a Material Adverse Effect since December 31, 2010, and (b) on any date after the Closing Date on which the representations set forth in this Section 4.1 are made or deemed made pursuant to the Credit Documents, there has been no development or event that has had, or would reasonably be expected to have, a Material Adverse Effect since the Closing Date, provided that for purposes of this clause (b) (i) any failure by the Company to meet any internal or public projections or forecasts or estimates of revenues or earnings for any period, (ii) any change or prospective change in any credit rating assigned to the Company or any of its Indebtedness by any rating agency or (iii) any change or prospective change in generally accepted accounting principles, or the application thereof, shall not, of itself, be taken into account in determining whether the representation and warranty in this clause (b) is true and correct (provided that any event or occurrence underlying any of the matters described in clauses (i) through (iii) shall be taken into account).

4.2. Existence. Each Group Member (a) is duly organized, validly existing and (to the extent applicable in such jurisdiction) in good standing under the laws of the jurisdiction of its organization, (b) has the power and authority, and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification and (d) is in compliance with all Requirements of Law except in the case of each of clauses (a) (other than with respect to any Credit Party), (b), (c) and (d) to the extent that the failure to satisfy any such conditions would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.3. Power; Authorization; Enforceable Obligations. Each Borrower and each other Credit Party has the power and authority, and the legal right, to execute, deliver and perform the Credit Documents to which it is a party and, in the case of each Borrower, to obtain extensions of credit hereunder. Each Borrower and each other Credit Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party and, in the case of each Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. No material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Credit Documents, except (i) consents, authorizations, filings and notices described in Schedule 4.3, which consents, authorizations, filings and notices have been obtained or made and are in full force and effect and (ii) the filings referred to in Section 4.14. Each Credit Document has been duly executed and delivered on behalf of each Borrower and each other Credit Party that is a party thereto. This Agreement constitutes, and each other Credit Document upon execution will constitute, a legal, valid and binding obligation of each Borrower and each other Credit Party that is a party thereto, enforceable against each such Borrower and Credit Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4.4. No Legal Bar. The execution, delivery and performance of this Agreement and the other Credit Documents, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or any Contractual Obligation of any Borrower or other Credit Party that the Company would be required to file as a "Material Contract" under Item 601(10) of Regulation S-K of the Exchange Act, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Material Contract (other than the Liens created by the Collateral Documents).

4.5. Litigation. Except as set forth on Schedule 4.5, no litigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the

knowledge of the Company, threatened by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Credit Documents (but only with respect to material Collateral, in the case of any Collateral Document) or any of the transactions contemplated hereby or thereby, or (b) that would reasonably be expected to have a Material Adverse Effect.

4.6. No Default. No Group Member is in default under or with respect to any of its Contractual Obligations except where such default would not reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

4.7. Ownership of Property. Each of the Company and each Subsidiary Guarantor, as applicable, has title in fee simple or leasehold, as applicable, to the Mortgaged Property owned by it and has good title to or is lessee of all of its other property material to the operation of its business and none of such property is subject to any Lien except Permitted Liens; provided, that the foregoing representation shall not be deemed to have been incorrect with respect to defects in title to any such material real property if such defects would not be reasonably expected to detract from the current use, operation or value as collateral of the affected real property in any material respect.

4.8. Intellectual Property. Each of the Company and each Subsidiary Guarantor owns, or has the right to use, all Intellectual Property that is material to the conduct of its business as currently conducted. Except as would not reasonably be expected to have a Material Adverse Effect, no claim has been asserted and is pending against any Group Member, challenging or questioning the use, validity or enforceability of any Intellectual Property, nor does the Company know of any valid basis for any such claim. To the knowledge of the Company, each Group Member's use of its Intellectual Property does not infringe on the rights of any Person, nor has the Company or any Group Member received any notice that the Company's or any Group Member's use of its Intellectual Property infringes on the rights of any Person, except for such instances which would not reasonably be expected to have a Material Adverse Effect. Schedule 1.1G, as the same may be updated from time to time in accordance with Section 5.7(g), lists all trademarks Registered in the United States by the Company or any of its Subsidiaries that are, in the good faith determination of the Company, material to the business of the Company and the Subsidiaries taken as a whole.

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

4.10. Labor Matters. None of the Group Members is engaged in any unfair labor practice that (individually or in the aggregate) would reasonably be expected to have a Material Adverse Effect. There is (a) no unfair labor practice complaint pending against any Group Member, or to the knowledge of the Company, threatened against any of them before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against any Group Member, or to the knowledge of the Company, threatened against any of them, (b) no strike or work stoppage in

existence, or to the knowledge of the Company, threatened involving any Group Member, and (c) to the knowledge of the Company, no union representation question existing with respect to the employees of any Group Member and, to the knowledge of the Company, no union organization activity that is taking place, except, in each case of the foregoing clauses (a), (b) or (c), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.11. ERISA. (a) Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, none of the following has occurred: (i)(A) a Reportable Event with respect to any Plan; (B) an “accumulated funding deficiency” with respect to any Plan (within the meaning of section 412 of the Code or section 302 of ERISA), and any failure by any Plan to satisfy the minimum funding standards (within the meaning of section 412 of the Code or section 302 of ERISA), whether or not waived; (C) the filing pursuant to section 412 of the Code or section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (D) the failure to make by its due date a required installment under section 412(m) of the Code with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan; (E) the incurrence by the Company or any Commonly Controlled Entity of any liability under Title IV of ERISA with respect to the termination of any Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Plan; (F) a determination that any Plan is, or is reasonably expected to be, in “at risk” status (within the meaning of Title IV of ERISA); (G) the receipt by the Company or any Commonly Controlled Entity from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan under section 4042 of ERISA; (H) the incurrence by the Company or any Commonly Controlled Entity of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (I) the receipt by the Company or any Commonly Controlled Entity of any notice, or the receipt by any Multiemployer Plan from the Company or any Commonly Controlled Entity of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is reasonably expected to be, in Insolvency or in Reorganization or is or is reasonably expected to be in endangered or critical status, within the meaning of section 432 of the Code or section 305 or Title IV of ERISA, or has been or is reasonably expected to be terminated within the meaning of Title IV of ERISA; (ii) each of the Company and any Commonly Controlled Entity is in compliance with the applicable provisions of ERISA and the Code and the regulations and published interpretations with respect to any Plan; (iii) the present value of all accrued benefits under each Plan of the Company and any Commonly Controlled Entity (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits and the present value of all accrued benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) does not exceed the value of the assets of all such underfunded Plans; (iv) a non-exempt “prohibited transaction” (within the meaning of section 406 of ERISA or section 4975 of the Code) involving any Plan; and (v) all amounts required by applicable law with respect to, or by the terms of, any retiree welfare benefit arrangement have been accrued in accordance with Statement of Financial Accounting Standards No. 106.

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

4.12. Investment Company Act. No Borrower or other Credit Party is an “investment company,” or is a company “controlled” by a Person that is required to register as an “investment company,” within the meaning of the Investment Company Act of 1940.

4.13. Subsidiaries; Pledged Equity; Joint Ventures. Except as disclosed to the Lenders by the Company in writing from time to time after the Closing Date, (a) Schedule 4.13(a) sets forth the name and jurisdiction of incorporation or formation of each Additional Guarantor and each Subsidiary whose Equity Interests are owned by a Credit Party (provided that, in the case of 956 Subsidiaries whose Equity Interests are owned by a Credit Party, only the first tier 956 Subsidiary shall be shown) and, as to each such Subsidiary, the percentage of each class of Equity Interests owned by any Credit Party and the percentage thereof pledged pursuant to the Collateral Documents; (b) the Subsidiary Guarantors listed on Schedule 4.13(a) include all Subsidiaries of the Company that are not Excluded Subsidiaries or Transparent Subsidiaries; (c) there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors’ qualifying shares) of any nature relating to any Equity Interests of the Company or any Subsidiary or any first tier 956 Subsidiary, in each case, whose Equity Interests are owned by a Credit Party, except (i) as created by the Credit Documents and (ii) with respect to any JV Subsidiary or MID; and (d) Schedule 4.13(d) sets forth the name and jurisdiction of incorporation or formation of (i) each joint venture to which the Company or a Subsidiary is a party and in which the Net Book Value of the investment of the Company or any of its Subsidiaries is greater than US\$50,000,000 and (ii) each JV Subsidiary.

4.14. Collateral Documents. (a) The Guarantee and Collateral Agreement is effective to create in favor of the Collateral Agent a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Equity Interests described in the Guarantee and Collateral Agreement, when any stock certificates representing such Pledged Equity Interests are delivered to the Collateral Agent, and in the case of the other Collateral described in the Guarantee and Collateral Agreement, when financing statements in appropriate form are filed in the offices specified on Schedule 4.14(a) (which financing statements have been duly completed and delivered to the Collateral Agent) and such other filings as are referred to in Section 4.2(b) to the Guarantee and Collateral Agreement have been completed, the Guarantee and Collateral Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest, if any, that the Credit Parties now have or

may hereafter acquire in and to such Collateral and the proceeds thereof, as security for the Obligations, in each case prior and superior in right to any other Person (except Liens permitted by Section 6.3, other than Liens created under the Senior Second Lien Notes Documents, any Additional Senior Second Lien Notes Documents and, if applicable, Liens created under any Permitted DOE Facility); provided, however, that in the case of Intellectual Property, no representation or warranty is made with respect to the perfection of any security interest in Intellectual Property arising under the laws of any country other than the United States.

(b) Each of the Mortgages is effective to create in favor of the Collateral Agent a legal, valid and enforceable Lien on the Mortgaged Properties described therein and proceeds thereof; and when the Mortgages are filed in the offices specified on Schedule 4.14(b)(i) (in the case of the Mortgages to be executed and delivered on the Closing Date) or in the recording office designated by the Company (in the case of any Mortgage to be executed and delivered pursuant to Section 5.7(h)), each Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Credit Parties in the Mortgaged Properties described therein and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case prior and superior in right to any other Person (other than Persons holding Liens or other encumbrances or rights permitted by the relevant Mortgage or other Permitted Liens). To the knowledge of the Company, Schedule 4.14(b)(ii) includes, as of the Closing Date, each real property owned in fee by the Credit Parties having a net book value (together with improvements thereon) of at least US\$5,000,000.

4.15. Environmental Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(a) to the knowledge of the Company the facilities and properties owned, leased or operated by any Group Member (as used in this Section 4.15, the “**Properties**”) do not contain any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or would reasonably be expected to give rise to liability under, any Environmental Law;

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

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

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Company, threatened in writing, under any Environmental Law to which any Group Member is or will be named as a party with respect to the Properties or the Business,

nor are there any consent decrees or other decrees, consent orders, administrative orders or other written orders, or other written administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business;

(e) there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that would reasonably be expected to give rise to liability under Environmental Laws;

(f) to the knowledge of the Company, no Group Member has assumed any liability of any other Person under Environmental Laws which is expected to result in claims against or liabilities of the Company.

4.16. Accuracy of Information, etc. (a) No statement or information contained or incorporated by reference in the Confidential Information Memorandum, no document, certificate or written statement and no statement formally presented by representatives of the Company in due diligence or other lender meetings (other than, in each case, any projections, pro forma information, forward-looking statements and information of a general economic or industry nature), taken as a whole, furnished by or on behalf of any Borrower or other Credit Party to the Administrative Agent or the Lenders for use in connection with the transactions contemplated by this Agreement or the other Credit Documents, contained as of the date such statement or information contained in the Confidential Information Memorandum or such other document, certificate or statement was so furnished (or, in the case of information incorporated by reference in the Confidential Information Memorandum that was filed with the SEC, as of the date of such filing) any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they were made, not misleading. The projections and pro forma financial information contained in the materials referenced above, including the Projections, are based upon good faith estimates and assumptions believed by management of the Company to be reasonable at the time made, it being recognized by the Administrative Agent and the Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. There is no fact known to any Borrower or other Credit Party that would reasonably be expected to have a Material Adverse Effect that has not been disclosed herein, in the other Credit Documents or in the Confidential Information Memorandum or any other documents, certificates and written statements furnished to the Administrative Agent and the Lenders for use in connection with the transactions contemplated hereby and by the other Credit Documents.

(b) The Historical Financial Statements were prepared in conformity with GAAP and fairly present, in all material respects, the financial position, on a consolidated basis, of the Company (or its predecessors) and its consolidated Subsidiaries as of the respective dates thereof and the results of operations and cash flows, on a consolidated basis, of the Company (or its predecessors) and its consolidated Subsidiaries for each of the periods then ended, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal year-end adjustments. As of the Closing Date, neither the Company (or its predecessors) nor any

Subsidiary has any contingent liability or liability for Taxes, long-term lease or unusual forward or long-term commitment that is not reflected in the Historical Financial Statements or the notes thereto and that, in any such case, is material in relation to the Historical Financial Statements of the Company (or its predecessors) and the Subsidiaries, taken as a whole.

4.17. Taxes. Each Group Member has timely filed or caused to be filed all federal, state and other material Tax returns that are required to be filed (and all such Tax returns are true and correct in all material respects), and has timely paid all material Taxes levied or imposed on it or its property (whether or not shown to be due and payable on said returns) or on any assessments made against it or any of its property and all material other Taxes imposed on it or any of its property by any Governmental Authority (other than any Taxes the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Group Member); no Tax Lien (except for any Tax Lien that arises in the ordinary course for Taxes not yet due and payable) has been filed; each Group Member has satisfied all of its material Tax withholding obligations; and, except as disclosed in Schedule 4.17, there are no current, pending or threatened audits, examinations or claims with respect to any Tax of any Group Member and no Group Member has ever “participated” in a “listed transaction” within the meaning of Treasury Regulation section 1.6011-4.

4.18. Certain Documents. The Company has delivered to the Administrative Agent a complete and correct copy of the Related Agreements and the Specified Documents, including any material amendments, supplements or modifications with respect to any of the foregoing.

4.19. Use of Proceeds. The proceeds of the Tranche B Term Loans will be used to refinance a portion of the outstanding indebtedness under the UST Credit Agreement and the EDC Credit Agreement and to pay fees, commissions and expenses in connection with the transactions contemplated hereby. Any remaining proceeds of the Tranche B Term Loans made on the Closing Date and the proceeds of the Revolving Loans will be used to provide for the ongoing working capital requirements of the Company and its Subsidiaries and for general corporate purposes, including the repayment of certain other Indebtedness. The proceeds of the Incremental Term Loans of any Series will be used to provide for the ongoing working capital requirements of the Company and its Subsidiaries and for general corporate purposes, including the repayment of certain other Indebtedness, or for such other purposes as may be set forth in the applicable Incremental Assumption Agreement.

4.20. USA PATRIOT Act. (a) Neither the Company nor any of its Subsidiaries or, to the knowledge of the Company, any of their respective Affiliates over which any of the foregoing exercises management control (each, a “**Controlled Affiliate**”) is a Prohibited Person, and the Company, its Subsidiaries and, to the knowledge of the Company, such Controlled Affiliates are in compliance with all applicable orders, rules and regulations of OFAC.

(b) Neither the Company nor any of its Subsidiaries or, to the knowledge of the Company, any of their respective Affiliates: (1) is targeted by United States or multilateral economic or trade sanctions currently in force; (2) is owned or controlled by, or acts on behalf

of, any Person that is targeted by United States or multilateral economic or trade sanctions currently in force; (3) is a Prohibited Person; or (4) is named, identified or described on any list of Persons with whom United States Persons may not conduct business, including any such blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other such lists published or maintained by the United States, including OFAC, the United States Department of Commerce or the United States Department of State.

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

4.21. Embargoed Person. (a) None of any Borrower's or other Credit Party's assets constitute property of, or are beneficially owned, directly or indirectly, by any Person targeted by economic or trade sanctions under US law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq. (the "**Trading With the Enemy Act**"), any of the foreign assets control regulations of the Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) (the "**Foreign Assets Control Regulations**") or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which includes, without limitation, (i) Executive Order No. 13224, effective as of September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "**Executive Order**") and (ii) the USA PATRIOT Act, if the result of such ownership would be that any Loan made by any Lender would be in violation of law ("**Embargoed Person**"); (b) no Embargoed Person has any interest of any nature whatsoever in a Borrower or other Credit Party if the result of such interest would be that any Loan would be in violation of law; (c) no Borrower or other Credit Party has engaged in business with Embargoed Persons if the result of such business would be that any Loan made by any Lender would be in violation of law; and (d) no Borrower or other Credit Party nor any Controlled Affiliate (i) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (ii) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person". For purposes of determining whether or not a representation is true or a covenant is being complied with under this Section 4.21, no Borrower or other Credit Party shall be required to make any investigation into (i) the ownership of publicly traded stock or other publicly traded securities or (ii) the beneficial ownership of any collective investment fund.

4.22. Solvency. On the Closing Date, the Company and its Subsidiaries, on a consolidated basis, are Solvent (after giving effect to the Financing Transactions).

SECTION 5. AFFIRMATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or been terminated and the Letter of Credit Usage shall have been reduced to zero, the Company covenants and agrees with the Agents and the Lenders that:

5.1. Financial Statements; Borrowing Base Certificates. The Company shall deliver to the Administrative Agent, for delivery to the Lenders, and to the Arrangers:

(a) as soon as available, but in any event within 90 days after the end of each Fiscal Year of the Company, a copy of the audited consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of operations, members' equity (deficit) and cash flows for such year and setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by Deloitte & Touche LLP or other independent certified public accountants of nationally recognized standing;

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each Fiscal Year of the Company, commencing with the Fiscal Quarter ending June 30, 2011, (i) the unaudited condensed consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such quarter and setting forth in comparative form the figures as of the end of the prior Fiscal Year, (ii) the related unaudited condensed consolidated statements of operations for such quarter and the portion of the Fiscal Year through the end of such quarter and setting forth in each case in comparative form the figures for the previous year and (iii) the related unaudited condensed consolidated statements of members' equity (deficit) and cash flows for the portion of the Fiscal Year through the end of such quarter and setting forth in each case in comparative form the figures for the previous year, in each of clauses (i), (ii) and (iii), certified by a Responsible Officer as being fairly stated in all material respects (subject to the absence of normal year-end adjustments and footnotes); and

(c) (i) not later than ten Business Days after the delivery of any financial statements pursuant to Section 5.1(a) or (b) (commencing with the delivery of financial statements of the Company for the first Fiscal Quarter ended after the Closing Date), a Borrowing Base Certificate duly executed by a Responsible Officer setting forth a calculation of the Borrowing Base as of the end of the most recent Fiscal Quarter covered by such financial statements, and (ii) within ten days following the date of consummation of any Disposition described in Section 6.6(d), a Borrowing Base Certificate duly executed by a Responsible Officer setting forth a calculation of the Borrowing Base based on the information contained in the Borrowing Base Certificate most recently delivered by the Company prior to such date pursuant to this Section 5.1(c) and adjusted on a pro forma basis to give effect to such Disposition and the application of proceeds therefrom.

All financial statements delivered pursuant to this Section 5.1 shall be complete and correct in all material respects and shall be prepared in accordance with GAAP applied (subject, in the case of clause (b) of this Section 5.1, to the absence of normal year-end adjustments and the absence of

footnotes, and except as otherwise approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein or otherwise excepted herein) consistently throughout the periods reflected therein and with prior periods.

Information required to be delivered pursuant to Section 5.1(a), 5.1(b) or 5.1(c) shall be deemed to have been timely delivered hereunder if such information, or one or more annual or quarterly reports containing such information, shall be accessible to the Administrative Agent, the Arrangers and the Lenders on the Platform or shall be filed with the SEC and available on the website of the SEC at <http://www.sec.gov> or on the website of the Company (provided, in each case, that the Company has notified the Administrative Agent that such information is available on such website and, if requested by the Administrative Agent, shall have provided hard copies to the Administrative Agent). Information required to be delivered pursuant to this Section 5.1 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent. Each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

If the date established for delivery of any financial statements described in clause (a) or (b) of this Section 5.1 is not a Business Day, then such statements may be delivered on the next succeeding Business Day.

5.2. Compliance and Other Information. The Company shall deliver to the Administrative Agent, for delivery to the Lenders, and to the Arrangers:

(a) concurrently with the delivery of any financial statements pursuant to Section 5.1, (i) a certificate of a Responsible Officer stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, (ii) a Compliance Certificate containing all information and calculations necessary for determining compliance by each Group Member with the provisions of this Agreement referred to therein as of the last day of the Fiscal Quarter or Fiscal Year of the Company, as the case may be and setting forth reasonably detailed calculations of the Leverage Ratio as of the last day of such Fiscal Quarter or Fiscal Year of the Company, and (iii) to the extent not previously disclosed to the Lenders (x) a description of any change in the jurisdiction of organization of any Borrower or other Credit Party, (y) a description of any Person that has become a Group Member and (z) any UCC financing statements or other filings specified in such Compliance Certificate as being required to be delivered therewith;

(b) as soon as practicable following the execution thereof, copies of any material amendment, supplement, waiver or other modification with respect to the Related Agreements or the Specified Documents;

(c) promptly following any written request therefor by the Administrative Agent, or by any Lender acting through the Administrative Agent, copies of (i) any documents described in section 101(k) of ERISA that the Company or any Commonly Controlled Entity may request with respect to any Multiemployer Plan and (ii) any notices described in section 101(1) of ERISA that the Company or any Commonly Controlled Entity may request with respect to any Plan or Multiemployer Plan; provided, that if the Company or any Commonly Controlled Entity has not requested such documents or notices from the administrator or sponsor

of the applicable Plan or Multiemployer Plan, the Company or the applicable Commonly Controlled Entity shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices to the Lenders promptly after receipt thereof;

(d) by June 30 of each year, commencing June 30, 2012 (and promptly upon consummation of any Material Acquisition), updated Schedules 1.1E and 4.13(d) to this Agreement and the updated Collateral Questionnaire and other information required by Section 4.3(b) of the Guarantee and Collateral Agreement, which shall be true, accurate and complete in all material respects as of the last Business Day of such fiscal period (or the date of consummation of such Material Acquisition);

(e) (i) as soon as available after June 30 and December 31 of each year, the Company shall deliver the Foreign Pledgee Financial Statements for each Foreign Pledgee; provided that, if any such Foreign Pledgee Financial Statements for any Foreign Pledgee are not delivered within 75 days after June 30 or 120 days after December 31 of any year, the Eligible Value of the Eligible Foreign Pledged Equity (as defined in Schedule 1.1A hereto) of such Person shall be deducted from the Borrowing Base until such Foreign Pledgee Financial Statements have been delivered to the Administrative Agent and (ii) promptly after available to the Company, the Company shall deliver to the Administrative Agent, to the extent otherwise prepared for its use in its business, local audited financial statements for any Foreign Pledgee the Eligible Foreign Pledged Equity of which has an Eligible Value in the aggregate in excess of US\$50,000,000; provided that the failure to deliver such Foreign Pledgee Financial Statements or local audited financial statements shall not in itself constitute a Default or an Event of Default hereunder; and

(f) promptly, such additional financial and other information as any Agent or Lender may from time to time reasonably request.

5.3. Maintenance of Existence; Payment of Obligations; Compliance with Law and Specified Documents. (a) The Company will, and will cause the Group Members taken as a whole to, (i) continue to engage in the businesses engaged in by the Company and the Group Members on the date hereof, or any business that is similar, reasonably related, incidental or ancillary thereto, (ii) preserve, renew and keep in full force and effect its corporate existence and (iii) take all reasonable actions to maintain all rights necessary for the normal conduct of its business, except, in the case of clause (ii) (with respect to any Group Member other than the Company) or clause (iii), to the extent that failure to do so would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Company will, and will cause each Group Member to, pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where (i) the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Company or its Subsidiaries, as the case may be, and (ii) the failure to do so would not constitute an Event of Default under Section 7.1(f) or (g).

(c) The Company will, and will cause each Group Member to, comply with all Requirements of Law and with the provisions of the Specified Documents, except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.4. Payments of Taxes. The Company will and will cause each Group Member to timely file or cause to be filed all federal, state and other material Tax returns that are required to be filed, and cause all such Tax returns to be true and correct, and timely pay and discharge or cause to be paid and discharged promptly all material Taxes imposed upon the Company or any of the other Group Members or upon any of their respective incomes or receipts or upon any of their respective properties; provided that it shall not constitute a violation of the provisions of this Section 5.4 if the Company or any of the other Group Members shall fail to pay any such Tax which is being contested in good faith, by proper proceedings diligently pursued, and as to which adequate reserves have been provided.

5.5. Maintenance of Property; Insurance. (a) The Company will, and will cause each other Group Member to, keep all material property and systems useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) The Company will, and will cause each other Group Member to, maintain, as appropriate, with insurance companies that the Company believes (in the good faith judgment of the Company) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in amounts reasonable and prudent in light of the size and nature of its business and against at least such risks (and with such risk retentions) as the Company believes (in the good faith judgment of the Company) are reasonable in light of the size and nature of its business. Primary liability and property policies maintained by the Company will name the Collateral Agent as additional insured or additional loss payee, respectively, as its interest may appear.

5.6. Notices. (a) Promptly upon a Responsible Officer of the Company becoming aware thereof, the Company shall give notice to the Administrative Agent, for delivery to the Lenders, and to the Arrangers of:

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

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

(iii) the following events, as soon as practicable and in any event within 30 days after the Company obtains knowledge thereof: (i) the occurrence of any Reportable Event with respect to any Plan or a failure to make any required contribution to a Plan or Multiemployer Plan; (ii) a determination that any Plan is, or is expected to be, in "at risk" status (within the meaning of Title IV of ERISA); (iii) any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or the

determination that any Multiemployer Plan is in endangered or critical status, within the meaning of section 432 of the Code or section 305 or Title IV of ERISA, or (iv) the institution of proceedings or the taking of any other action by the PBGC or the Company or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Plan or Multiemployer Plan; except, in the case of any or all of (i) through (iv), as would not reasonably be expected to have a Material Adverse Effect;

(iv) as soon as practicable and in any event within 30 days of obtaining knowledge thereof: (i) any development, event, or condition in respect of any liability or potential liability regarding environmental matters or under any Environmental Law that, individually or in the aggregate with other developments, events or conditions, would reasonably be expected to result in the payment by the Group Members, in the aggregate, of a Material Environmental Amount; and (ii) any notice that any Governmental Authority may deny any application for an Environmental Permit sought by, or revoke or refuse to renew any Environmental Permit held by, any Group Member; and

(v) any development or event that would be required to be reported in a filing on Form 8-K under the Exchange Act.

(b) Within 30 days following the end of each calendar quarter, the Company shall give notice to the Administrative Agent, for delivery to the Lenders, and to the Arrangers of any litigation or other legal proceeding commenced during such quarter affecting any Group Member (i) that would reasonably be expected to result in a loss to the Company or any Group Member in excess of US\$100,000,000 and that is not covered by insurance, (ii) in which injunctive or similar relief is sought and which would reasonably be expected to have a Material Adverse Effect if granted, or (iii) that relates to any Credit Document (but only with respect to material Collateral, in the case of any Collateral Document).

(c) Each notice pursuant to this Section 5.6 (other than the notice specified in clause (a)(v) hereof) shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

(d) Information required to be delivered pursuant to this Section 5.6 shall be deemed to have been timely delivered hereunder if such information, or one or more filings containing such information, shall be accessible to the Administrative Agent, the Arrangers and the Lenders on the Platform or shall be filed with the SEC and available on the website of the SEC at <http://www.sec.gov> or on the website of the Company (provided, in each case, that the Company has notified the Administrative Agent that such information is available on such website and, if requested by the Administrative Agent, shall have provided hard copies (other than of any report on Form 8-K filed with the SEC) to the Administrative Agent). Information required to be delivered pursuant to this Section 5.1 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent. Each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

5.7. Additional Collateral, Etc. (a) With respect to any Additional Guarantor created or acquired after the Closing Date (which, for the purposes of this paragraph, shall include any existing Subsidiary that ceases to be an Excluded Subsidiary or Transparent Subsidiary), within 30 days after the formation or acquisition of such Subsidiary (or such Subsidiary ceasing to be an Excluded Subsidiary or Transparent Subsidiary) (i) execute and deliver to the Collateral Agent such amendments to the Guarantee and Collateral Agreement as shall be necessary to grant to the Collateral Agent a valid and perfected security interest in the Equity Interests of such Additional Guarantor, (ii) deliver to the Collateral Agent the certificates, if any, representing such Equity Interests (to the extent constituting “certificated securities” under the applicable UCC), together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the Company or such Subsidiary, as the case may be, (iii) cause such Additional Guarantor (A) to become a party to the Guarantee and Collateral Agreement and (B) to take such actions as are necessary to grant to the Collateral Agent a valid and perfected security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such Additional Guarantor, including, without limitation, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent, (iv) if requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent, and (v) take such other actions as may be required to cause the Collateral and Guarantee Requirement to be satisfied with respect to such Additional Guarantor.

(b) Subject to Section 5.7(i), within 30 days after the formation or acquisition of any new Subsidiary the Equity Interests of which are owned directly by the Company or any Subsidiary Guarantor, the Company shall (or shall cause the relevant Subsidiary Guarantor to) (i) execute and deliver to the Collateral Agent such amendments or supplements to the Guarantee and Collateral Agreement as shall be necessary to grant to the Collateral Agent a valid and perfected security interest in the Equity Interests of such new Subsidiary that is owned by the Company or such Subsidiary Guarantor, (ii) deliver to the Collateral Agent the certificates, if any, representing such Equity Interests, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the Company or the relevant Subsidiary Guarantor, and take such other actions as may be reasonably requested by the Collateral Agent in order to perfect the Collateral Agent’s security interest therein including, with respect to any Foreign Subsidiary, the execution and delivery of a pledge agreement or similar instrument governed by the law of the jurisdiction in which such Foreign Subsidiary is domiciled and (iii) take such other actions as may be required to cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary.

(c) The Company shall use its commercially reasonable efforts to (i) grant to the Collateral Agent a security interest in the Equity Interests of any newly formed or after-acquired joint venture (or a holding company parent thereof) owned directly by the Company or a Subsidiary Guarantor if the amount recorded by the Company or such Subsidiary Guarantor as its investment in such joint venture exceeds US\$50,000,000 and (ii) in the case of any domestic JV Subsidiary (other than an Excluded Subsidiary) to cause such JV Subsidiary to become a Subsidiary Guarantor (in each case, it being understood that such efforts shall not require any economic or other significant concession or result in any material adverse tax consequences with respect the terms or structure of such joint venture arrangements).

(d) Subject to Section 5.7(i), at the request of the Administrative Agent, the Company shall, within ten days of the Administrative Agent's request, (i) cause any Transparent Subsidiary that directly holds the Equity Interests of any 956 Subsidiary or holds Equity Interests of any other Transparent Subsidiary to (A) become a party to the Guarantee and Collateral Agreement, (B) take such actions as are necessary to grant to the Collateral Agent a valid and perfected security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such Transparent Subsidiary, including, without limitation, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Collateral Agent, and (C) enter into such pledge agreements, security agreements and/or similar instruments each in form and substance reasonably satisfactory to the Collateral Agent (including as to the governing law thereof) that are necessary to grant a valid and perfected security interest in all of its property, (ii) deliver to the Collateral Agent the certificates, if any, representing such Equity Interests, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of such Subsidiary, (iii) if requested by the Administrative Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Collateral Agent, and (iv) take such other actions as may be required to cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary.

(e) Within 30 days after the occurrence thereof, the Company will notify the Collateral Agent of any change to the name, jurisdiction of incorporation or formation or legal form of the Company or any Subsidiary Guarantor.

(f) The Company shall, and shall cause each Group Member to, from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take such actions, as the Administrative Agent or the Collateral Agent may reasonably request to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times or otherwise for the purposes of implementing or effectuating the provisions of this Agreement and the other Credit Documents, or of more fully perfecting (or maintaining perfection) or renewing the rights of the Collateral Agent with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Group Member which may be deemed to be part of the Collateral) pursuant hereto or thereto. Upon the exercise by the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement or the other Credit Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Company will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent or the Collateral Agent may be required to obtain from the Company or any Group Member in order to obtain such governmental consent, approval, recording, qualification or authorization.

(g) By June 30 of each year, commencing June 30, 2012 (and promptly upon consummation of any Material Acquisition), the Company shall deliver to the Collateral Agent,

in addition to the updated Intellectual Property information required pursuant to Section 4.3(b) of the Guarantee and Collateral Agreement, a supplement to Schedule 1.1G (i) setting forth any trademark Registered in the United States by the Company or any of its Subsidiaries that is, in the good faith determination of the Company, material to the business of the Company and its Subsidiaries, taken as a whole, that has not previously been disclosed to the Administrative Agent on Schedule 1.1G (or any update thereto previously provided hereunder) or (ii) removing any trademark Registered in the United States by the Company or any of its Subsidiaries that is no longer, in the good faith determination of the Company, material to the business of the Company and its Subsidiaries, taken as a whole; provided that no Principal Trade Name identified on Schedule 1.1G on the Closing Date may be removed from such Schedule. Each year after delivery of the updated Intellectual Property information required pursuant to Section 4.3(b) of the Guarantee and Collateral Agreement, upon written request of the Collateral Agent, the Company shall take such steps as the Collateral Agent may reasonably request in order to (A) perfect, for Intellectual Property of the Credit Parties Registered in the United States, and (B) file, for Key Foreign Trademarks and Key Foreign Patents in their respective jurisdictions, in the case of each of the foregoing clauses (A) and (B) the security interests granted in such Collateral in accordance with the provisions of the Guarantee and Collateral Agreement.

(h) Upon the acquisition by the Company or any other Credit Party of Material Real Estate Asset after the Closing Date, the Company shall cause the Collateral and Guarantee Requirement to be satisfied in respect of such Material Real Estate Asset.

(i) Notwithstanding anything to the contrary herein, (i) in no case shall a Person be required to grant a security interest in any stock of a 956 Subsidiary (other than 100% of the non-Voting Equity Interests (if any) and 65% of the Voting Equity Interests of a first tier 956 Subsidiary), (ii) in no case shall more than 65% of the Voting Equity Interests of any 956 Subsidiary be directly or indirectly pledged, in each case to secure Obligations of the Company or any Domestic Subsidiary if such grant of a security interest or pledge would result in deemed dividends to the Company or its owners pursuant to Section 956 of the Code and (iii) in no case shall a Transparent Subsidiary be required to guarantee any Obligations under any of the Credit Documents (it being understood that a Transparent Subsidiary may be required to grant a security interest in certain of its assets, including certain Equity Interests in a 956 Subsidiary held by it, to the extent provided under other provisions of the Credit Documents, insofar as they are not inconsistent with the first two clauses of this Section 5.7(i)).

(j) To the extent not delivered on the Closing Date, within 180 days after the Closing Date (or such later date as shall be reasonably acceptable to the Administrative Agent), the Company shall deliver or cause to be delivered to the Collateral Agent (i) a Mortgage with respect to each Mortgaged Property owned by the Company or a Subsidiary Guarantor as of the Closing Date, each executed and delivered by the owner of the Mortgaged Property covered thereby, (ii) for each such Mortgage, a lenders' title insurance policy issued by a title company selected by the Company insuring the Collateral Agent's interest in such Mortgaged Property and reasonably satisfactory to the Administrative Agent, and (iii) for each such Mortgage, an opinion of local counsel with respect to the enforceability of such Mortgage under the applicable local law, reasonably satisfactory to the Administrative Agent and the Collateral Agent (collectively, the "**Real Estate Deliverables**"). If any Real Estate Deliverable is not received

and satisfied within such 180-day period, the Borrowing Base will be reduced by the Eligible Value of the Eligible P&E or Eligible Real Estate for which such Real Estate Deliverable is outstanding.

(k) Within 90 days (or, in the case of (i) the items identified in clause (f) of the definition of Collateral and Guarantee Requirement, 180 days, or (ii) the items identified in clause (d) of the definition of Collateral and Guarantee Requirement, 30 days) after the Closing Date (or such later date as shall be reasonably acceptable to the Administrative Agent), the Company shall deliver or cause to be delivered to the Collateral Agent each of the items described on Schedule 5.7(k) (collectively the “**Post-Closing Deliverables**”). If any Post-Closing Deliverable with respect to the Equity Interests in any Foreign Pledgee is not received and satisfied within such 90-day period, the Borrowing Base will be reduced by the Eligible Value of the Equity Interests in any Foreign Pledgee for which such Post-Closing Deliverable is outstanding.

(l) The Company shall use commercially reasonable efforts to cause the definitive loan documentation for any Permitted DOE Facility to permit the Obligations to be secured on a second lien basis by the DOE Assets securing such Permitted DOE Facility. To the extent the Obligations may be secured by security interests in such DOE Assets, the Company shall, and shall cause the Subsidiary Guarantors to, promptly enter into such amendments to the Credit Documents or additional Credit Documents as the Administrative Agent may reasonably request, to implement such security interests, together with an intercreditor agreement with respect to such DOE Assets as contemplated by Section 9.25(b).

5.8. Environmental Laws. The Company shall and shall cause each Group Member to comply in all respects with all applicable Environmental Laws, and obtain and comply in all respects with and maintain any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except, in each case, where the failure to comply with such Environmental Laws or obtain such licenses, approvals, notifications, registrations or permits would not reasonably be expected to have a Material Adverse Effect.

5.9. Inspection of Property; Books and Records; Discussions. The Company shall, and shall cause each Group Member to, (a) keep proper books of account and records in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities, and (b) permit representatives of the Administrative Agent, the Arrangers or any Lender (coordinated through the Administrative Agent) to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time during normal office hours and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Group Members with officers and employees of the Group Members and with its independent registered accounting firm; provided that unless a Default has occurred and is continuing, neither the Lenders nor the Arrangers shall make any such visits and inspections more than twice in any 12-month period. The Company will, upon the request of the Administrative Agent or the Requisite Lenders, participate in a meeting with the Administrative Agent, the Arrangers and Lenders once during each Fiscal Year to be held at the Company’s corporate offices (or at such other location as may be agreed to by the Company and the Administrative Agent) at such time as may be agreed to by the Company and the Administrative Agent.

5.10. Maintenance of Ratings. The Company will use commercially reasonable efforts to maintain continuously a public corporate family rating from Moody' s and a public corporate credit rating from S&P, in each case in respect of the Company, and a public credit rating from each of Moody' s and S&P in respect of the Loans.

5.11. Interest Rate Protection. No later than 90 days following the Closing Date, the Company will obtain and cause to be maintained until the three year anniversary of the Closing Date protection against fluctuations in interest rates pursuant to one or more Swap Agreements from Swap Counterparties reasonably satisfactory to the Arrangers, in form and substance reasonably satisfactory to the Administrative Agent, in order to ensure that no less than 30% of the aggregate principal amount of Consolidated Total Debt of the Company and the Subsidiaries outstanding on the Closing Date either (a) is subject to such Swap Agreements or (ii) is Indebtedness that bears interest at a fixed rate.

SECTION 6. NEGATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or been terminated and the Letter of Credit Usage shall have been reduced to zero, the Company covenants and agrees with the Agents and the Lenders that:

6.1. Borrowing Base. The Company shall not at any time permit the Borrowing Base Coverage Ratio to be less than 1.10:1.00.

6.2. Minimum Liquidity. The Company shall not at any time permit Available Liquidity to be less than US\$3,000,000,000.

6.3. Liens. The Company will not, nor will it permit any Group Member to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except Permitted Liens.

6.4. Indebtedness. The Company will not, nor will it permit any Group Member to, create, incur or assume any Indebtedness except Permitted Indebtedness.

6.5. Restricted Payments. The Company will not, and will not permit any Subsidiary to, declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Equity Interests of any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of any Group Member (any such payment, a "Restricted Payment"), except that:

(a) the Company may make Restricted Payments in the form of Equity Interests (other than Disqualified Equity Interests) of the Company;

(b) the Company or any Subsidiary may redeem, acquire or retire for value or may repurchase (or may make loans, distributions or advances to effect the same) Equity Interests from current or former officers, directors, consultants and employees, including upon the exercise of options or warrants for such Equity Interests, or any executive or employee savings or compensation plans, or, in each case to the extent applicable, their respective estates, spouses, former spouses or family members or other permitted transferees;

(c) any Subsidiary (including an Excluded Subsidiary) may make Restricted Payments to its direct parent or to the Company or any Wholly Owned Subsidiary Guarantor;

(d) the Company may make Restricted Payments to any member of the Company to enable such Person to pay any taxes that would be due and payable by any such Person that are directly attributable to such Person's ownership interest in the Company as permitted in Section 4.4(b) of the Company's LLC Agreement, as in effect on the date hereof;

(e) any JV Subsidiary may make Restricted Payments required or permitted to be made pursuant to the terms of the joint venture arrangements of holders of its Equity Interests, provided that the Company and its Subsidiaries have received their pro rata portion of such Restricted Payments; and

(f) the Company or any Subsidiary may make any other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (f) not to exceed US\$500,000,000, provided that no Restricted Payment shall be permitted pursuant to this clause (f) unless, on a pro forma basis giving effect to such Restricted Payment, the aggregate amount of Balance Sheet Cash, Cash Equivalents and Marketable Securities that would be reflected on a consolidated balance sheet of the Company and its Subsidiaries as of the date of such Restricted Payment in conformity with GAAP exceeds the Threshold Cash Requirement.

6.6. Fundamental Changes and Asset Sales. (a) The Company will not, and will not permit any Group Member to, enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

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

(ii) any Subsidiary of the Company may Dispose of any or all of its assets to the Company or any Wholly Owned Subsidiary Guarantor (upon voluntary liquidation, winding up, dissolution or otherwise);

(iii) the Company or any Subsidiary thereof may be merged, consolidated or amalgamated with a Person, provided that (i) the Company or such Subsidiary is the continuing or surviving corporation and (ii) the shareholders of the Company or such

Subsidiary immediately prior to such merger, consolidation or amalgamation hold the majority of the Equity Interests in the entity that results from such merger, consolidation or amalgamation;

(iv) the Company or any Subsidiary thereof may make any Disposition that is not a Disposition of all or substantially all of the property or business of the Group Members, taken as a whole;

(v) any De Minimis Subsidiary may voluntarily liquidate or dissolve to the extent the board of directors of such De Minimis Subsidiary deems it to be in its best interest and to the extent doing so would not reasonably be expected to have a Material Adverse Effect;

(vi) the Company may consummate the transactions described in Schedule 6.6; and

(vii) a Corporate Reorganization may be effected; provided that (A) any Person into which the Company may be merged shall be a corporation organized under the laws of a State in the United States, shall expressly assume all obligations of the Company under this Agreement and the other Credit Documents pursuant to supplements hereto and thereto or other documents or instruments, in each case in form and substance reasonably satisfactory to the Administrative Agent, and shall take all actions as may be required to preserve the enforceability of the Credit Documents and the validity and perfection of the Liens created by the Collateral Documents, (B) no Default or Event of Default shall have occurred and be continuing or shall occur as a result of any such transaction, (C) each Subsidiary Guarantor shall have confirmed that its Obligations Guarantee and grant of Liens under the Collateral Documents shall apply to the Obligations of any such Person into which the Company may be merged and (D) the Administrative Agent shall have received such officers' certificates and opinions of counsel as it may reasonably request in connection with such transaction.

(b) The Company will not, and will not permit any Group Member to, Dispose of (i) any Principal Trade Name or (ii) any other Intellectual Property right owned by the Company or a Subsidiary Guarantor that is material to the business of the Company and the Group Members, taken as a whole, other than (A) in the case of each of clauses (i) and (ii), (1) non-exclusive or partial exclusive licenses in the ordinary course of business that do not materially interfere with the business of the Company and the Subsidiaries, taken as a whole (and, in the case of partial exclusive licenses, so long as (x) the Company or any of the Subsidiary Guarantors retains the right, as needed, to use such Intellectual Property in the conduct of their respective businesses and (y) the Company or any of the Subsidiary Guarantors, as applicable, retains a right to royalty arrangements on market terms as determined by the Company in good faith), and (2) exclusive licenses to use such Intellectual Property in specific markets outside the United States so long as (x) the Company or any of the Subsidiary Guarantors retains the right to use such Intellectual Property in the conduct of their respective businesses in the United States, (y) such licenses do not materially interfere with the business of the Company and the Subsidiaries, taken as a whole, and (z) the Company or any of the Subsidiary Guarantors, as applicable, retains a right to royalty arrangements on market terms as determined by the

Company in good faith, and (B) in the case of clause (ii), Dispositions (other than those set forth in clause (A) immediately above) of (1) any such Intellectual Property in connection with Dispositions permitted hereunder of the assets to which such Intellectual Property relates to the extent that such Intellectual Property is not necessary for the conduct of any of the remaining businesses of the Company and the Subsidiaries or (2) any such Intellectual Property that is, in the good faith determination of the Company, no longer material to the business of the Company and the Group Members, taken as a whole, at the time of such Disposition.

(c) The Company will not, and will not permit any Group Member to, consummate any Asset Sale, unless (i) the Company or such Group Member, as the case may be, receives consideration for such Asset Sale at least equal to the fair market value (calculated as of the date of the consummation of such Asset Sale and without giving effect to any adjustment not then determined or any subsequent changes in value) of the assets Disposed of; (ii) for up to US\$250,000,000 in the aggregate of consideration received by the Company and the Group Members in connection with all Asset Sales under this clause (c), at least 50% of the consideration received in connection with any such Asset Sale (calculated as of the date of the consummation of such Asset Sale and without giving effect to any adjustment not then determined or any subsequent changes in value) by the Company or such Group Member, as the case may be, is in the form of Cash or Cash Equivalents, and for any amount in excess thereof, at least 75% of the consideration received in connection with such Asset Sale (calculated as of the date of the consummation of such Asset Sale and without giving effect to any adjustment not then determined or any subsequent changes in value) by the Company or such Group Member, as the case may be, is in the form of Cash or Cash Equivalents; provided, however, that for purposes of this clause (ii), each of the following shall be deemed to be Cash: (A) any liabilities (as shown on the Company' s or such Group Member' s most recent balance sheet provided hereunder or in the footnotes thereto) of the Company or such Group Member, other than any liabilities that are by their terms subordinated in right of payment in Cash to the Obligations or that are owed to the Company or a Group Member, that are assumed by the transferee with respect to the applicable Asset Sale and for which the Company and all of the Group Members shall have been validly released by all applicable creditors in writing, or otherwise cease to be obligations of the Company or any Group Member, and (B) any securities, notes or other obligations or assets received by the Company or such Group Member from such transferee that are converted by the Company or such Group Member into Cash (to the extent of the Cash received) within 180 days following the closing of the applicable Asset Sale; (iii) such Asset Sale otherwise complies with the applicable provisions of the Credit Documents; and (iv) to the extent required by the Collateral Documents or Section 5.7, all consideration received in such Asset Sale shall be expressly made subject to the Liens under the Collateral Documents.

(d) The Company will not, and will not permit any Group Member to, consummate any Disposition of assets that constitute Collateral (other than Dispositions of inventory in the ordinary course of business), in a single transaction or a series of related transactions, if after giving pro forma effect to such Disposition the Borrowing Base would be reduced by more than US\$100,000,000, unless (i) after giving pro forma effect to such Disposition and the application of proceeds therefrom, the Borrowing Base Coverage Ratio is at least 1.10:1.00 and (ii) within ten days following the consummation of such Disposition, the Company shall have delivered a Borrowing Base Certificate pursuant to Section 5.1(c)(ii).

6.7. Negative Pledge. The Company will not itself, and will not permit any Subsidiary (other than an Excluded Subsidiary) to, enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Company or any such Subsidiary to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its obligations under the Credit Documents to which it is a party other than (a) this Agreement, the other Credit Documents, the Senior Second Lien Notes Documents, the Auto Finance Operating Agreement, the Gold Key Lease Program, the Gelco Lease Program, the Conversion Vehicle Wholesale Financing Program, the Canadian Health Care Trust Notes, the VEBA Indenture, the VEBA Notes, any Additional Senior Second Lien Notes Documents and, solely with respect to the DOE Assets, any Permitted DOE Facility, and (b) any agreements governing any purchase money Liens or Capital Lease Obligations (in which case, any prohibition or limitation shall only be effective against the assets financed thereby or transferred thereto) or governing any Indebtedness permitted pursuant to clauses (g), (o), (r) or (t) of the definition of Permitted Indebtedness.

6.8. Transactions with Affiliates. The Company will not, and will not permit any Subsidiary to, enter into any transaction or series of related transactions, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate involving aggregate payments, transfers of assets or other consideration in excess of US\$50,000,000 unless such transaction or series of related transactions is on fair and reasonable terms not materially less favorable, taken together with all other contractual arrangements between the Company or any Subsidiary and such Affiliate in effect at the time of such transactions, to the Company and its Subsidiaries than they would obtain in a comparable arm's-length transaction with a Person that was not an Affiliate. The foregoing restrictions shall not apply to:

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

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

(c) Restricted Payments permitted under Section 6.5;

(d) issuances of Equity Interests (other than Disqualified Equity Interests) by the Company;

(e) any agreement in effect as of the date hereof and set forth on Schedule 6.8 to the Disclosure Letter (or any agreement amending, extending or replacing any such agreement so long as such amendment or replacement agreement is not materially more disadvantageous to the Company and its Subsidiaries or to the Lenders than the original agreement as in effect on the date hereof), and any transaction provided for therein;

(f) transactions between or among any member of the Fiat Group, on the one hand, and the Company or any of its Subsidiaries, on the other hand, that have been approved by either a majority of the Disinterested Directors or by a majority of the board of directors of the Company and have not been voted against by a majority of the Disinterested Directors present and voting at a meeting or by written consent; and

(g) transactions that are provided for in any Related Agreement (other than the Senior Second Lien Notes Documents) or Specified Document.

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

6.10. Changes in Fiscal Periods. The Company will not itself, and will not permit any Subsidiary to, permit the Fiscal Year of the Company to end on a day other than December 31 or change the Company's method of determining Fiscal Quarters, in each case, unless otherwise agreed by the Requisite Lenders.

6.11. Clauses Restricting Subsidiary Distributions. The Company will not, and will not permit any Subsidiary (other than an Excluded Subsidiary) to, enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Subsidiary to (a) make Restricted Payments in respect of any Equity Interests of such Subsidiary held by, or pay any Indebtedness owed to, the Company or any other Subsidiary, (b) transfer any of its assets to the Company or any other Subsidiary, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Credit Documents, (ii) any restrictions existing under the Senior Second Lien Notes Documents as in effect on the date hereof and any restrictions under any Additional Senior Second Lien Notes Documents that are not more restrictive than those existing under the Senior Second Lien Notes Documents as in effect on the date hereof, (iii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all the Equity Interests or assets of such Subsidiary, (iv) any agreement or instrument governing Indebtedness assumed in connection with the acquisition of assets by the Company or any Subsidiary permitted hereunder or secured by a Lien encumbering assets acquired in connection therewith, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired, (v) restrictions on the transfer of assets subject to any Lien permitted by Section 6.3 imposed by the holder of such Lien or on the transfer of assets subject to a Disposition permitted by Section 6.6 imposed by the acquirer of such assets, (vi) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the equity interests therein), (vii) restrictions contained in the terms of any agreements governing purchase money obligations, Capital Lease Obligations or Attributable Obligations not incurred in violation of this Agreement; provided that such restrictions relate only to the property financed with such Indebtedness, (viii) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into

or agreed to in the ordinary course of business, (ix) customary non-assignment provisions in leases, contracts, licenses and other agreements entered into in the ordinary course of business and consistent with past practices, (x) any restrictions under any documentation governing any Permitted Additional First Lien Debt that are not more restrictive than the restrictions under this Agreement (without giving effect to the provisions of Section 1.5) or (xi) any amendments, modifications, restatements, increases, supplements, refundings, replacements, or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (x) above; provided, however, that the provisions relating to the encumbrances or restrictions contained in any such amendment, modification, restatement, increase, supplement, refunding, replacement, or refinancing are not materially less favorable, taken as a whole, to the Company and its Subsidiaries and the Lenders than the provisions relating to such encumbrances or restrictions contained in agreements referred to in such clause or, in the case of encumbrances or restrictions contained in the documentation governing any Indebtedness permitted by clause (l) of the definition of Permitted Indebtedness, this Agreement.

6.12. Amendments to Related Agreements and Specified Documents. The Company will not, and will not permit any Group Member to, amend, supplement or otherwise modify (pursuant to a waiver or otherwise) the terms and conditions of (a) any Related Agreement (other than the Senior Second Lien Notes Documents) or Specified Document such that after giving effect thereto the terms thereof shall be materially less favorable, taken as a whole (and taking into account compensating benefits then made available to the Company and its Subsidiaries under other Related Agreements, Specified Documents or other contractual arrangements between the Company or any of its Subsidiaries on the one hand and the Fiat Group on the other hand, in each case, as in effect at such time), to the interests of the Borrowers and the other Credit Parties or the Lenders than prior to such amendment, supplement or modification or (b) any Senior Second Lien Notes Document or Additional Senior Second Lien Notes Document such that after giving effect thereto the terms thereof shall be materially less favorable, taken as a whole, to the interests of the Borrowers and the other Credit Parties or the Lenders than prior to such amendment, supplement or modification. The Company will not, and will not permit any Group Member to, amend, supplement or otherwise modify (pursuant to waiver or otherwise) the terms and conditions of (i) any Senior Second Lien Notes Document in violation of the terms of the Intercreditor Agreement, (ii) any Additional Senior Second Lien Notes Document in violation of the terms of the applicable Additional Intercreditor Agreement or (iii) any documentation governing any Permitted Additional First Lien Debt in violation of the terms of the applicable Permitted Additional First Lien Intercreditor Agreement.

6.13. Repayments or Prepayments of Certain Indebtedness. The Company will not, and will not permit any Subsidiary to, optionally prepay, repurchase, redeem or otherwise optionally satisfy or defease with cash (other than with proceeds of a Permitted Refinancing thereof) (a) the Senior Second Lien Notes, (b) the VEBA Notes, (c) the Canadian Health Care Trust Notes, (d) any other Material Junior Indebtedness or (e) any Permitted Refinancing of the foregoing; provided that, so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, (i) the Company and the Subsidiaries may prepay, repurchase, redeem, satisfy or defease such Indebtedness to the extent at the time such prepayment, repurchase, redemption, satisfaction or defeasance is consummated either (A) to the extent such prepayment, repurchase, redemption, satisfaction or defeasance is funded with the proceeds of any sale or issuance of Equity Interests (other than Disqualified Equity Interests) in

the Company, the Senior Secured Leverage Ratio does not exceed 2.00:1.00 or (B) otherwise, the Senior Secured Leverage Ratio does not exceed 1.25:1.00, calculated, in the case of each of clauses (A) and (B) on a pro forma basis (determined in accordance with Section 1.2(c)) after giving effect to such prepayment, repurchase, redemption, satisfaction or defeasance as of the last day of the Fiscal Quarter most recently ended on or prior to the date of the consummation thereof for which financial statements are available (provided that Consolidated Senior Secured Debt shall be determined on a pro forma basis as of the date of the consummation thereof) and on the date of consummation thereof, the Company shall deliver a certificate of a Responsible Officer to the Administrative Agent providing reasonably detailed calculations demonstrating compliance with such Senior Secured Leverage Ratio); (ii) the Company and the Subsidiaries may prepay, repurchase, redeem, satisfy or defease the VEBA Notes and the Canadian Health Care Trust Notes in an aggregate principal amount not to exceed US\$500,000,000; and (iii) any Foreign Subsidiary (other than a Canadian Subsidiary) may prepay, repurchase, redeem, satisfy or defease any Indebtedness of a Foreign Subsidiary (other than a Canadian Subsidiary) using Cash that is generated outside the United States of America and Canada.

6.14. Sales and Leasebacks. The Company will not, nor will it permit any Group Member to, enter into any Sale/Leaseback Transaction unless (a) the sale or transfer of the property thereunder is permitted under Section 6.6, (b) any Capital Lease Obligations or Attributable Obligations, as applicable, arising in connection therewith are permitted under Section 6.4 and (c) any Liens arising in connection therewith (including Liens deemed to arise in connection with any such Capital Lease Obligations or Attributable Obligations, as applicable) are permitted under Section 6.3.

6.15. Conduct of Business. The Company will not, nor will it permit any Group Member to, engage in to any material extent in any business other than the businesses engaged in by the Company and the Group Members, taken as a whole, on the date hereof, and other than any business that is similar, reasonably related, incidental or ancillary thereto.

6.16. Activities of the Co-Issuer Subsidiary. The Co-Issuer Subsidiary shall not own any assets, become liable for any Indebtedness or other obligations or engage in any business activities; provided that the Co-Issuer Subsidiary (a) shall be a Subsidiary Guarantor under the Credit Documents, (b) may be a co-obligor with respect to the Senior Second Lien Notes or any other Indebtedness issued by the Company, (c) may incur Guarantee Obligations in respect of any Permitted DOE Facility and (d) may engage in any activities directly related to or necessary in connection with clauses (a) through (c) above. The Co-Issuer Subsidiary shall be a Wholly Owned Subsidiary of the Company at all times.

SECTION 7. EVENTS OF DEFAULT

7.1. Events of Default. If any of the following events shall occur and be continuing:

(a) any Borrower shall fail to pay (i) when due, any principal of any Loan, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise, (ii) when due, any amount payable to an Issuing Bank in reimbursement of any drawing under any Letter of Credit, (iii) within three Business Days after

the date due, any interest on any Loan or any fee due hereunder or (iv) within ten Business Days after receipt by the Company of written notice of such failure from the Administrative Agent or any Lender, any other amount due hereunder; or

(b) Any representation, warranty, certification or other written statement made or deemed made by any Borrower or other Credit Party in any Credit Document or in any written statement or certificate at any time provided by or on behalf of any Borrower or other Credit Party by a Responsible Officer pursuant to or in connection with any Credit Document shall be inaccurate in any material respect as of the date made, deemed made or furnished; or

(c) any Borrower or other Credit Party shall default in the observance or performance of any agreement contained in Sections 5.1(c), 5.3(a), 5.6(a)(i) or Section 6 of this Agreement or Section 4.3 of the Guarantee and Collateral Agreement; or

(d) any Credit Party shall default in the observance or performance of any other agreement contained in any Collateral Document with respect to any material Collateral and such default shall continue unremedied for a period of 30 days after notice from the Administrative Agent or any Lender; or

(e) any Borrower or other Credit Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Credit Document (other than a Collateral Document), other than as provided in paragraphs (a) through (d) of this Section, and such default shall continue unremedied for a period of 30 days after notice from the Administrative Agent or any Lender; or

(f) (i) The Company or any Subsidiary shall fail, after giving effect to any applicable grace period, to make any payment (whether of principal, interest or otherwise) in respect of any Material Indebtedness when due, or (ii) any event or condition shall occur that results in any Material Indebtedness (other than any Swap Agreement) becoming due prior to its stated maturity or, in the case of any Swap Agreement constituting Material Indebtedness, being terminated (other than any voluntary termination agreed by the parties thereto), or that enables or permits the holder or holders of any Material Indebtedness (other than any Swap Agreement), or any trustee or agent on its or their behalf, or, in the case of any Swap Agreement constituting Material Indebtedness, the applicable counterparty, with or without the giving of notice (but after the lapse of any applicable grace periods), to cause such Material Indebtedness (other than any Swap Agreement) to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its stated maturity or, in the case of any Swap Agreement constituting Material Indebtedness, to cause the termination thereof (other than any voluntary termination agreed by the parties thereto); provided that no Event of Default shall occur under this clause (f) in respect of any Material Indebtedness of any Foreign Subsidiary (other than any Canadian Subsidiary) until the earliest of (A) the fifth Business Day following any event described in clause (i) above in respect of such Indebtedness (or, in the case of any amount other than principal or interest due and payable by Chrysler de Mexico, the fifth Business Day following the date that the Company becomes aware of the fact that such payment has not been made), (B) the 30th day following any event described in clause (ii) above in respect of such Indebtedness and (C) the date any event or condition shall occur that results in such Indebtedness becoming due prior to its stated maturity or, in the case of any Swap Agreement constituting

Material Indebtedness, being terminated (other than any voluntary termination agreed by the parties thereto) or any holder or holders of such Indebtedness, or any trustee or agent on its or their behalf, or, in the case of any Swap Agreement constituting Material Indebtedness, the applicable counterparty, shall otherwise have exercised any rights or remedies or commenced any proceedings for enforcement of any rights or remedies in respect of such Indebtedness; provided, further that this clause (f) shall not apply to (A) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness or (B) any Indebtedness that becomes due as a result of a refinancing thereof permitted under Section 6.4; or

(g) except with respect to any transaction permitted pursuant to Section 6.6(a)(v), (i) any Group Member shall commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors (A) seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or (ii) any Group Member shall make a general assignment for the benefit of its creditors; or (iii) there shall be commenced against any Group Member any case, proceeding or other action of a nature referred to in clause (i) or (ii) above that (A) results in the entry of an order for relief or any such adjudication or appointment, or (B) remains undismissed, undischarged or unbonded for a period of 90 days; (iv) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, stayed or bonded pending appeal within 90 days from the entry thereof; or (v) any Group Member shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii) or (iv) above; or (vi) any Group Member shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(h) (i) any non-exempt “prohibited transaction” (as defined in section 406 of ERISA or section 4975 of the Code) involving any Plan; (ii) any “accumulated funding deficiency” (as defined in section 302 of ERISA), or any failure by any Plan to satisfy the minimum funding standards (within the meaning of section 412 of the Code or section 302 of ERISA) applicable to such Plan, whether or not waived shall exist with respect to any Plan; (iii) the Company or Commonly Controlled Entity shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; (iv) any Lien in favor of the PBGC or a Plan shall arise on the assets of the Company or any Commonly Controlled Entity; (v) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed to administer any Plan, which Reportable Event or commencement of proceedings or appointment of a trustee would reasonably be expected to result in the termination of such Plan for purposes of Title IV of ERISA; (vi) any Plan shall terminate for purposes of Title IV of ERISA; (vii) the Company or any Commonly Controlled Entity shall, or would reasonably be expected to, incur

any liability in connection with the Insolvency or Reorganization of, a Multiemployer Plan; (viii) any other event or condition shall occur or exist with respect to a Plan or Multiemployer Plan; or (ix) there shall occur any Foreign Plan Event; and in each case in clauses (i) through (ix) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to have a Material Adverse Effect; or

(i) one or more judgments or decrees shall be entered against any Group Member that is not vacated, discharged, satisfied, stayed or bonded pending appeal within 60 days involving for the Group Members taken as a whole a liability (not paid or fully covered by insurance as to which the relevant insurance company has been notified and has not denied coverage or by a contribution obligation of a third party that has been notified and has not denied or contested such contribution obligation and that, in the judgment of the Company, has the means to pay such contributions) of either (i) US\$100,000,000 or more in the case of any single judgment or decree, or (ii) US\$250,000,000 or more in the aggregate; or

(j) any Collateral Document shall cease to be in full force and effect, or any Lien thereunder in respect of material Collateral shall cease to be enforceable and perfected (other than pursuant to the terms hereof or any other Credit Document), or any Credit Party shall assert any of the foregoing; or

(k) the guarantee of any Credit Party contained in the Guarantee and Collateral Agreement shall cease to be in full force and effect (other than pursuant to the terms hereof or any other Credit Document), or any Credit Party shall so assert; or

(l) the occurrence of a Change of Control;

THEN, (i) upon the occurrence of any Event of Default described in Section 7.1(g), automatically, and (ii) upon the occurrence and during the continuance of any other Event of Default, at the request of (or with the consent of) the Requisite Lenders, upon notice to the Company by the Administrative Agent, (A) the Commitments and the obligations of each Issuing Bank to issue Letters of Credit shall immediately terminate, (B) each of the following shall immediately become due and payable, in each case without presentment, demand, protest or other requirement of any kind, all of which are hereby expressly waived by each Borrower: (1) the unpaid principal amount of and accrued interest on the Loans, (2) an amount equal to the maximum amount that may at any time be drawn under all Letters of Credit then outstanding (regardless of whether any beneficiary under any such Letter of Credit shall have presented, or shall be entitled at such time to present, the drafts or other documents or certificates required to draw under such Letter of Credit) and (3) all other Obligations (other than the Designated Swap Obligations and the Designated Cash Management Obligations); provided that the foregoing shall not affect in any way the obligations of Lenders under Section 2.3(e); (C) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interests created pursuant to the Collateral Documents and (D) the Administrative Agent shall direct each Borrower to pay (and each Borrower hereby agrees upon receipt of such notice, or upon the occurrence of any Event of Default specified in Section 7.1(g) to pay) to the Administrative Agent such additional amounts of cash as shall be reasonably requested by any Issuing Bank, to be held as security for such Borrower's reimbursement obligations in respect of Letters of Credit issued by such Issuing Bank then outstanding and not yet paid or cash collateralized.

SECTION 8. AGENTS

8.1. Appointment of Agents. Citibank is hereby appointed Administrative Agent and Collateral Agent hereunder and under the other Credit Documents, and each Lender and Issuing Bank hereby authorizes Citibank to act as the Administrative Agent and the Collateral Agent in accordance with the terms hereof and of the other Credit Documents. Each such Agent hereby agrees to act in its capacity as such upon the express conditions contained herein and in the other Credit Documents, as applicable. The provisions of this Section 8, other than Sections 8.7 and 8.8, are solely for the benefit of the Agents, the Lenders and the Issuing Banks, and no Borrower or other Credit Party shall have any rights as a third party beneficiary of any of the provisions thereof. In performing its functions and duties hereunder, no Agent assumes, and shall not be deemed to have assumed, any obligation towards or relationship of agency or trust with or for the Company or any Subsidiary. Anything herein to the contrary notwithstanding, none of the Arrangers, the Syndication Agents, the Documentation Agents or any of the co-agents, bookrunners or managers listed on the cover page hereof shall have any duties or obligations under this Agreement or any of the other Credit Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or an Issuing Bank hereunder, but all such Persons shall have the benefit of this Section 8 and of the indemnities provided for under this Agreement.

8.2. Powers and Duties. Each Lender and Issuing Bank irrevocably authorizes each Agent to take such actions on such Lender's or Issuing Bank's behalf and to exercise such powers, rights and remedies hereunder and under the other Credit Documents as are specifically delegated or granted to such Agent by the terms hereof and thereof, together with such powers, rights and remedies as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than the United States of America, each Lender and Issuing Bank hereby grants to the Administrative Agent and the Collateral Agent any required powers of attorney to execute any Collateral Document governed by the laws of such jurisdiction on such Lender's or Issuing Bank's behalf. Each Agent shall have only those duties and responsibilities that are expressly specified herein and in the other Credit Documents. Each Agent may exercise such powers, rights and remedies and perform such duties by or through its agents or employees. No Agent shall have, by reason hereof or of any of the other Credit Documents, a fiduciary relationship in respect of any Lender or Issuing Bank (regardless of whether or not a Default or an Event of Default has occurred) or any other Person; and nothing herein or in any of the other Credit Documents, expressed or implied, is intended to or shall be so construed as to impose upon any Agent any obligations in respect hereof or of any of the other Credit Documents except as expressly set forth herein or therein. Without limiting the generality of the foregoing, no Agent shall, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity. The Administrative Agent hereby agrees that it shall (i) furnish to each Arranger, in its capacity as such, upon such Arranger's request, a copy of the Register, (ii) cooperate with such Arranger in granting access to the Platform to any Lenders (or potential Lenders) identified by such Arranger and (iii) maintain each Arranger's access to the Platform.

8.3. General Immunity.

(a) No Responsibility for Certain Matters. No Agent shall be responsible to any Lender or Issuing Bank for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency hereof or of any other Credit Document or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by any Agent to the Lenders or Issuing Banks or by or on behalf of any Borrower or other Credit Party to any Agent or any Lender or Issuing Bank in connection with the Credit Documents and the transactions contemplated thereby or for the financial condition or affairs of any Borrower or other Credit Party or any other Person liable for the payment of any Obligations, nor shall any Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Credit Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Default or Event of Default (and shall not be deemed to have knowledge of the existence or possible existence of any Default or Event of Default unless and until written notice thereof is given to such Agent by the Company or any Lender) or to make any disclosures with respect to the foregoing or to inspect the properties, books or records of any Borrower or other Credit Party. Notwithstanding anything contained herein to the contrary, the Administrative Agent shall not have any liability arising from confirmations of the amount of outstanding Loans, the Letter of Credit Usage or the component amounts thereof. The Collateral Agent shall have only those duties and responsibilities which are expressly specified in this Agreement and the Credit Documents and it may perform such duties by or through its employees.

(b) Exculpatory Provisions. No Agent or any of its Related Parties shall be liable to the Lenders or Issuing Banks for any action taken or omitted by such Agent under or in connection with any of the Credit Documents except to the extent caused by such Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Each Agent shall be entitled to refrain from the taking of any action (including the failure to take an action) in connection herewith or with any of the other Credit Documents or from the exercise of any power, discretion, opinion or authority vested in it hereunder or thereunder unless and until such Agent shall have received instructions in writing in respect thereof from the Requisite Lenders (or such other Lenders as may be required, or as such Agent shall believe in good faith to be required, to give such instructions under Section 9.5) and such Agent shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take such action. Upon receipt of such instructions from the Requisite Lenders (or such other Lenders, as the case may be), such Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such instructions; provided that such Agent shall not be required to take any action that, in its opinion, could expose such Agent to liability or be contrary to any Credit Document or applicable law, including any action that may be in violation of the automatic stay under the Bankruptcy Code or any other applicable bankruptcy, insolvency or similar law or that may effect a forfeiture, modification or termination

of property of a Defaulting Lender in violation of the Bankruptcy Code or any other applicable bankruptcy, insolvency or similar law. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Requisite Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders. Without prejudice to the generality of the foregoing, (i) each Agent shall be entitled conclusively to rely, and shall be fully protected in relying, on any communication (including any telephonic notice), instrument or document believed by it to be genuine and correct and to have been signed, sent or given by the proper Person (whether or not such Person in fact meets the requirements set forth in the Credit Documents for being the signatory, sender or provider thereof), and on opinions and judgments of attorneys (who may be attorneys for the Company and the Subsidiaries), accountants, experts and other professional advisors selected by it; and (ii) no Lender or Issuing Bank shall have any right of action whatsoever against any Agent as a result of such Agent acting or (where so instructed) refraining from acting hereunder or any of the other Credit Documents in accordance with the instructions of the Requisite Lenders (or such other Lenders as may be required, or as such Agent shall believe in good faith to be required, to give such instructions under Section 9.5). In no event shall any Agent shall be required to expend or risk any of its own funds or otherwise incur any financial or other liability in the performance of any of its duties hereunder or under any other Credit Document.

(c) **Delegation of Duties.** Each of the Administrative Agent and the Collateral Agent may perform any and all of its duties and exercise any and all of its rights and powers under this Agreement or under any other Credit Document by or through any one or more sub-agents appointed by such Agent. Each of the Administrative Agent and the Collateral Agent and any such of its sub-agents may perform any and all of its duties and exercise any and all of its rights and powers by or through their respective Affiliates. The exculpatory, indemnification and other provisions set forth in this Section 8.3 and Sections 8.6 and 9.3 shall apply to any such sub-agent or Affiliate (and their respective Related Parties) as if they were named as such Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as, or on behalf of, an Agent. Notwithstanding anything herein to the contrary, with respect to each sub-agent appointed by the Administrative Agent or the Collateral Agent, (i) such sub-agent shall be a third party beneficiary under exculpatory, indemnification and other provisions set forth in this Section 8.3 and Sections 8.6 and 9.3 and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such provisions directly, without the consent or joinder of any other Person, against any or all of the Borrowers, the other Credit Parties and the Lenders and (ii) such sub-agent shall only have obligations to such Agent and not to any Borrower or other Credit Party, any Lender or any other Person, and no Borrower or other Credit Party, Lender or any other Person shall have any rights, directly or indirectly, as a third party beneficiary or otherwise, against such sub-agent.

8.4. Agents Entitled to Act in Individual Capacity. Nothing herein or in any other Credit Document shall in any way impair or affect any of the rights and powers of, or impose any duties or obligations upon, any Agent in its individual capacity as a Lender or an Issuing Bank hereunder. With respect to its participation in the Loans and the Letters of Credit, each Agent shall have the same rights and powers hereunder as any other Lender or Issuing Bank and may exercise the same as if it were not performing the duties and functions delegated to it

hereunder, and the term “Lender” and “Issuing Bank” shall include each Agent, as applicable, in its individual capacity. Each Agent and its Affiliates may accept deposits from, lend money to, own securities of, and generally engage in any kind of banking, trust, financial advisory or other business with the Company or any of its Affiliates as if it were not performing the duties and functions specified herein, and may accept fees and other consideration from the Company and its Affiliates for services in connection herewith and otherwise without having to account for the same to the Lenders or the Issuing Banks.

8.5. Lenders’ Representations, Warranties and Acknowledgments. (a) Each Lender and Issuing Bank represents and warrants that it has made, and will continue to make, its own independent investigation of the financial condition and affairs of the Company and the Subsidiaries in connection with Credit Extensions or taking or not taking action under or based upon any Credit Document, in each case without reliance on any Agent, any Arranger or any Related Party of any of the foregoing. No Agent shall have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or Issuing Banks or to provide any Lender or Issuing Bank with any credit or other information with respect thereto, whether coming into its possession before the making of the Credit Extensions or at any time or times thereafter.

(b) Each Lender, by delivering its signature page to this Agreement, an Assignment Agreement or an Incremental Assumption Agreement and funding its Tranche B Term Loan and/or Revolving Loans on the Closing Date or by funding any Incremental Term Loan or any Revolving Loan made under an Incremental Revolving Commitment, as the case may be, shall be deemed to have acknowledged receipt of, and consented to and approved, each Credit Document and each other document required to be approved by any Agent, the Requisite Lenders or other requisite Lenders, as applicable, on the Closing Date or as of the date of funding of such Incremental Term Loans or such Revolving Loans.

8.6. Right to Indemnity. Each Lender, in proportion to its applicable Pro Rata Share (determined as set forth below), severally agrees to indemnify each Agent and each Related Party thereof, to the extent that such Agent or such Related Party shall not have been reimbursed by any Borrower or other Credit Party, for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses (including fees, expenses and other charges of counsel) or disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against such Agent or any such Related Party in exercising the powers, rights and remedies, or performing the duties and functions, of such Agent under the Credit Documents or otherwise in relation to its capacity as an Agent; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent’s gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided that in no event shall this sentence require any Lender to indemnify such Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender’s applicable Pro Rata Share thereof; and provided further that this sentence shall not be

deemed to require any Lender to indemnify such Agent against any liability, obligation, loss, damage, penalty, claim, action, judgment, suit, cost, expense or disbursement described in the proviso in the immediately preceding sentence. For purposes of this Section 8.6, "Pro Rata Share" shall be determined as of the time that the applicable indemnity payment is sought (or, in the event at such time all the Commitments shall have terminated and all the Loans shall have been repaid in full, as of the time most recently prior thereto when any Loans or Commitments remained outstanding).

8.7. Successor Administrative Agent and Collateral Agent. Subject to the terms of this Section 8.7, the Administrative Agent (which term shall include the Collateral Agent for purposes of this Section 8.7) may resign at any time from its capacity as such. In connection with such resignation, the Administrative Agent shall give notice of its intent to resign to the Lenders, the Issuing Banks and the Company. Upon receipt of any such notice of resignation, the Requisite Lenders shall have the right, in consultation with the Company, to appoint a successor. If no successor shall have been so appointed by the Requisite Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed by the Company and such successor. Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Company, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents, provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this paragraph (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Collateral Document, including any action required to maintain the perfection of any such security interest), and (b) the Requisite Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, provided that (i) all payments required to be made hereunder or under any other Credit Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (ii) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Section 8 shall continue in

effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above. If the Person serving as the resigning Administrative Agent shall also be an Issuing Bank, then, unless otherwise agreed to by such Person, upon the effectiveness of the resignation thereof in its capacity as the Administrative Agent, (A) such Person shall no longer be obligated to issue, amend, extend or renew any Letter of Credit, but shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to the effectiveness of such resignation, (B) the Borrowers shall pay all unpaid fees accrued for the account of such Person in its capacity as an Issuing Bank pursuant to Section 2.10(b) and (C) the Company may appoint a replacement Issuing Bank (which appointment shall be made in accordance with the procedures set forth in Section 2.3(i), mutatis mutandis).

8.8. Collateral Documents and Obligations Guarantee. (a) Agents under Collateral Documents and the Obligations Guarantee.

Each Secured Party hereby further authorizes the Administrative Agent and the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Obligations Guarantee, the Collateral and the Collateral Documents; provided that neither the Administrative Agent nor the Collateral Agent shall owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure or any other obligation whatsoever to any holder of any Designated Swap Obligations or Designated Cash Management Obligations. Without further written consent or authorization from any Secured Party, the Administrative Agent or the Collateral Agent, as applicable, may execute any documents or instruments necessary (i) in connection with any sale or other disposition of assets permitted by this Agreement (or to which the Requisite Lenders (or such other Lenders as may be required to give such consent under Section 9.5) have otherwise consented), to release any Lien encumbering any item of Collateral that is the subject of such sale or other disposition and (ii) to confirm the release and discharge of any Subsidiary Guarantor, as permitted hereunder, from its Obligations Guarantee as contemplated by Section 8.8(d) or as consented to by the Requisite Lenders (or such other Lenders as may be required to give such consent under Section 9.5). Any execution and delivery of documents or instruments pursuant to this Section 8.8(a) shall be without recourse to or representation or warranty by the Administrative Agent or the Collateral Agent.

(b) Right to Realize on Collateral and Enforce Obligations Guarantee. Notwithstanding anything contained in any of the Credit Documents to the contrary, the Borrowers, the Administrative Agent, the Collateral Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Obligations Guarantee, it being understood and agreed that all powers, rights and remedies under the Credit Documents may be exercised solely by the Administrative Agent or the Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the terms thereof and that all powers, rights and remedies under the Collateral Documents may be exercised solely by the Collateral Agent for the benefit of the Secured Parties in accordance with the terms thereof and (ii) in the event of a foreclosure or similar action by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition (including pursuant to section 363(k), section 1129(b)(2)(a)(ii) or any other applicable section of the Bankruptcy Code), the Collateral Agent (or any Lender, except with respect to a "credit bid" pursuant to section 363(k), section 1129(b)(2)(a)(ii) or any other applicable section of the

Bankruptcy Code), the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, upon instructions from the Requisite Lenders, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale or other disposition, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other disposition.

(c) Designated Swap Obligations and Designated Cash Management Obligations. No obligations under any Swap Agreement that constitute Designated Swap Obligations and no obligations under any agreement or instrument that constitute Designated Cash Management Obligations will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Credit Documents except as expressly provided in Section 9.5(c)(iv) of this Agreement and Section 5.2 of the Guarantee and Collateral Agreement. By accepting the benefits of the Collateral, each Swap Counterparty and each holder of Designated Cash Management Obligations shall be deemed to have appointed the Collateral Agent as its agent and agreed to be bound by the Credit Documents as a Secured Party, subject to the limitations set forth in this Section 8.8(c).

(d) Release of Collateral and Obligations Guarantees. Notwithstanding anything to the contrary contained herein or any other Credit Document, when all Obligations (excluding contingent obligations as to which no claim has been made, the Designated Swap Obligations and the Designated Cash Management Obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding, upon request of the Company, the Administrative Agent and the Collateral Agent shall (without notice to, or vote or consent of, any Secured Party) take such actions as shall be required to release the Collateral Agent's security interest in all Collateral, and to release all Obligations Guarantees provided for in any Credit Document, whether or not on the date of such release there may be outstanding Designated Swap Obligations or Designated Cash Management Obligations. Any such release of an Obligations Guarantee shall be deemed subject to the provision that such Obligations Guarantee shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made. If all the Equity Interests in any Subsidiary Guarantor held by the Company and the Subsidiaries shall be sold or otherwise disposed of (including by merger or consolidation) in any transaction permitted by this Agreement, and as a result of such sale or other disposition such Subsidiary Guarantor shall cease to be a Subsidiary, (i) such Subsidiary Guarantor shall, upon consummation of such sale or other disposition, automatically be discharged and released from its obligations under its Obligations Guarantee and the other Collateral Documents, without further action by any Secured Party or any other Person and (ii) upon receipt by the Administrative Agent and the Collateral Agent of a certificate of a Responsible Officer of the Company certifying that such release is permitted hereunder, all security interests created by the Collateral Documents in

Collateral owned by such Subsidiary Guarantor shall be automatically released, without any further action by any Secured Party or any other Person. Upon any sale or other transfer by any Credit Party (other than to the Company, any Credit Party or, except for a valid business purpose, any other Subsidiary not required to become a Guarantor as a result of such sale or transfer) of any Collateral in a transaction permitted under this Agreement, or upon the effectiveness of any written consent to the release of the security interest created under any Collateral Document in any Collateral pursuant to Section 9.5, the security interests in such Collateral created by the Collateral Documents shall be automatically released, without any further action by any Secured Party or any other Person. Upon the effectiveness of any obligation to deliver a register of DOE Assets to the lender under any Permitted DOE Facility entered into by the Company or any other Credit Party the terms of which (A) prohibit Liens securing the Obligations on any DOE Assets, the security interests in such DOE Assets created by the Collateral Documents shall be automatically released, without any further action by any Secured Party or any other Person, upon delivery by the Company to the Administrative Agent and the Collateral Agent of a certificate of a Responsible Officer of the Company specifically identifying (by type of asset and by purchase order number, serial number or other information) such DOE Assets and certifying that such release is permitted hereunder, and (B) permit Liens securing the Obligations on any DOE Assets on a junior basis, the security interests in such DOE Assets created by the Collateral Documents shall be subordinated to the security interests securing such Permitted DOE Facility pursuant to an intercreditor agreement entered into pursuant to Section 9.25(b). Upon any of (x) the conversion of Chrysler de Venezuela LLC to a 956 Subsidiary, (y) the transfer of substantially all of the assets of Chrysler de Venezuela LLC to a 956 Subsidiary (with Chrysler de Venezuela LLC becoming a Transparent Subsidiary or being dissolved), or (z) the transfer of substantially all of the Equity Interests in Chrysler de Venezuela LLC to a 956 Subsidiary, the security interest created under any Collateral Document in the Equity Interests in Chrysler de Venezuela LLC shall be automatically released, in each case, without further action by any Secured Party, upon delivery by the Company to the Administrative Agent and the Collateral Agent of a certificate of a Responsible Officer certifying that such transaction is permitted under the Credit Documents, and, subject to Section 5.7(i), a new security interest in the Equity Interests of such 956 Subsidiary shall be granted to the Collateral Agent. In connection with any termination or release pursuant to this Section 8.8(d), the Administrative Agent and the Collateral Agent shall execute and deliver to any Credit Party, at such Credit Party's expense, all documents that such Credit Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 8.8(d) shall be without recourse to or warranty by the Administrative Agent or the Collateral Agent.

(e) The Collateral Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of any Collateral, the existence, priority or perfection of the Collateral Agent's Lien on any Collateral or any certificate prepared by any Credit Party in connection therewith. The Collateral Agent shall not be responsible or liable to the Secured Parties for any failure to monitor or maintain any portion of the Collateral. In no event shall the Collateral Agent (in its capacity as such) be responsible or liable for any failure or delay in the performance of its obligations under any Credit Document arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or

malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

8.9. Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender or Issuing Bank an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender or Issuing Bank because the appropriate form was not delivered or was not properly executed or because such Lender or Issuing Bank failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective or for any other reason, or if the Administrative Agent reasonably determines that a payment was made to a Lender or Issuing Bank pursuant to this Agreement without deduction of applicable withholding Tax from such payment, such Lender or Issuing Bank shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred.

8.10. Administrative Agent May File Bankruptcy Disclosure and Proofs of Claim. In case of the pendency of any proceeding under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law in respect of any Credit Party, the Administrative Agent (irrespective of whether the principal of any Loan or unreimbursed drawing under any Letter of Credit (or any other amount hereunder or under any other Credit Document), shall then be due and payable in accordance with the terms hereof or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Company or any other Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file a verified statement pursuant to rule 2019 of the Federal Rules of Bankruptcy Procedure that, in its sole opinion, complies with such rule's disclosure requirements for entities representing more than one creditor;

(b) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks and the Agents (including any claims for the reasonable expenses, disbursements and advances of the Agents and their respective sub-agents (including fees, expenses and other charges of counsel) and all other amounts due to the Agents under Sections 2.3, 2.10, 9.2 and 9.3) allowed in such judicial proceeding; and

(c) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Bank to make such

payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Banks, to pay to the Administrative Agent any amounts due for the reasonable expenses, disbursements and advances of the Administrative Agent and its sub-agents (including fees, expenses and other charges of counsel), and any other amounts due the Administrative Agent under Sections 2.10, 9.2 and 9.3. Nothing in this Section 8.10 shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

SECTION 9. MISCELLANEOUS

9.1. Notices. (a) Notices Generally. Any notice or other communication hereunder given to any Borrower or other Credit Party, the Administrative Agent, the Collateral Agent, any Lender or any Issuing Bank shall be given to such Person at its address as set forth on Schedule 9.1 or, in the case of any Lender or Issuing Bank, at such address as shall have been provided by such Lender or Issuing Bank to the Administrative Agent in writing. Except in the case of notices and other communications expressly permitted to be given by telephone and as otherwise provided in Section 9.1(b), each notice or other communication hereunder shall be in writing and shall be delivered by hand or sent by facsimile (except for any notices or other communication given to the Administrative Agent or the Collateral Agent), courier service or certified or registered United States mail and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, when sent by facsimile as shown on the transmission report therefor (except that, if not sent during normal business hours for the recipient, shall be deemed to have been received at the opening of business on the next Business Day for the recipient) or upon receipt if sent by United States mail; provided that no notice or other communication given to the Administrative Agent or the Collateral Agent shall be effective until received by it; and provided further that any such notice or other communication shall, at the request of the Administrative Agent, be provided to any sub-agent thereof appointed pursuant to Section 8.3(c) from time to time. Any party hereto may change its address (including fax or telephone number) for notices and other communications hereunder by notice to each of the Administrative Agent and the Company.

(b) Electronic Communications.

(i) Notices and other communications to any Agent, any Lender and any Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites, including the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or any Issuing Bank pursuant to Section 2 if such Lender or such Issuing Bank has notified the Administrative Agent that it is incapable of receiving notices under such Section by electronic communication. Each of the Administrative Agent and the Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications or rescinded by such Person by notice to each other

such Person. Except as set forth in the last paragraph of Section 5.1, unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient; and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (A) of notification that such notice or communication is available and identifying the website address therefor.

(ii) Each Borrower understands that the distribution of materials through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, and agrees and assumes the risks associated with such electronic distribution, except to the extent caused by the willful misconduct or gross negligence of the Administrative Agent, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(iii) The Platform and any Approved Electronic Communications are provided "as is" and "as available". None of the Agents or any of their Related Parties warrants as to the accuracy, adequacy or completeness of the Approved Electronic Communications or the Platform, and each of the Agents and their Related Parties expressly disclaims liability for errors or omissions in the Platform and the Approved Electronic Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Agent or any of its Related Parties in connection with the Platform or the Approved Electronic Communications.

(iv) Each Borrower, each Lender and each Issuing Bank agrees that the Administrative Agent may, but shall not be obligated to, store any Approved Electronic Communications on the Platform in accordance with the Administrative Agent's customary document retention procedures and policies.

(v) Any notice of Default or Event of Default may be provided by telephone if confirmed promptly thereafter by delivery of written notice thereof.

(c) Private Side Information Contacts. Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States federal and state securities laws, to make reference to information that is not made available through the "Public Side Information" portion of the Platform and that may contain Non-Public Information with respect to the Company, the Subsidiaries or their Securities for purposes of United States federal

or state securities laws. In the event that any Public Lender has determined for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (i) other Lenders may have availed themselves of such information and (ii) neither any Borrower or other Credit Party nor any Agent has any responsibility for such Public Lender's decision to limit the scope of the information it has obtained in connection with this Agreement and the other Credit Documents.

(d) **Public Lender Information.** The Company, on behalf of itself and each other Credit Party, and each Lender acknowledge that certain of the Lenders may be Public Lenders and, if documents or notices required to be delivered pursuant to Section 5.1, 5.2 or 5.6 or otherwise are being distributed through the Platform, any document or notice that the Company has indicated contains Non-Public Information shall not be posted on the portion of the Platform that is designated for Public Lenders. The Company, on behalf of itself and each other Credit Party, agrees to clearly designate all information provided to the Administrative Agent that is suitable to make available to Public Lenders. If the Company has not indicated whether a document or notice delivered pursuant to Section 5.1, 5.2 or 5.6 or otherwise contains Non-Public Information, the Administrative Agent reserves the right to post such document or notice solely on the portion of the Platform that is designated for Lenders that wish to receive material Non-Public Information with respect to the Company, the Subsidiaries or their Securities.

9.2. Expenses. Whether or not the transactions contemplated hereby shall be consummated, the Company agrees to pay promptly (a) all the actual costs and reasonable expenses (including the reasonable fees, expenses and other charges of counsel) incurred by any Agent, the Arrangers or any of their respective Affiliates in connection with the structuring, arrangement and syndication of the credit facilities provided for herein and any credit or similar facility refinancing or replacing, in whole or in part, the credit facilities provided herein, including the preparation, execution, delivery and administration of this Agreement, the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) or any other document or matter requested by the Company in connection with the Credit Documents, (b) all the actual costs and reasonable expenses of creating, perfecting, recording, maintaining and preserving Liens in favor of the Collateral Agent, for the benefit of Secured Parties, including filing and recording fees, expenses and taxes, stamp or documentary taxes, search fees, title insurance premiums and reasonable fees, expenses and other charges of counsel to the Collateral Agent and of counsel providing any opinions that the Administrative Agent or the Collateral Agent may reasonably request in respect of the Collateral or the Liens created pursuant to the Collateral Documents, (c) all the actual costs and reasonable fees, expenses and other charges of any auditors, accountants, consultants or appraisers, (d) all the actual costs and reasonable expenses (including the reasonable fees, out-of-pocket expenses and other documented charges of any appraisers, consultants, advisors and agents employed or retained by the Collateral Agent and its counsel) in connection with the custody or preservation of any of the Collateral, and (e) after the occurrence of a Default or an Event of Default, all costs and expenses, including reasonable fees, out-of-pocket expenses and other documented charges of counsel and costs of settlement, incurred by any Agent, Arranger, Lender or Issuing Bank in enforcing any Obligations of or in collecting any payments due from any Borrower or other Credit Party hereunder or under the other Credit Documents by reason of such Default or Event of Default (including in connection with the sale, lease or license of, collection from, or other

realization upon any of the Collateral or the enforcement of any Obligations Guarantee) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a “work-out” or pursuant to any insolvency or bankruptcy cases or proceedings. All amounts due under this Section 9.2 shall be payable promptly after written demand therefor.

9.3. Indemnity. (a) In addition to the payment of expenses pursuant to Section 9.2, each Borrower agrees to defend (subject to the applicable Indemnitee’s selection of counsel), indemnify, pay and hold harmless, each Agent (and each sub-agent thereof), Arranger, Lender and Issuing Bank and each of their respective Related Parties (each, an “**Indemnitee**”), from and against any and all Indemnified Liabilities. THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH INDEMNIFIED LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY ANY INDEMNITEE; provided that no Borrower shall have any obligation to any Indemnitee hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of, or material breach (arising from gross negligence, willful misconduct or bad faith) of the Credit Documents by, such Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 9.3 may be unenforceable in whole or in part because they are violative of any law or public policy, the applicable Borrower shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

(b) To the extent permitted by applicable law, neither the Company nor any of its Subsidiaries shall assert, and each Borrower hereby waives, any claim against any Agent, Arranger, Lender or Issuing Bank or any Related Party of any of the foregoing on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Borrower hereby waives, releases and agrees not to sue, and agrees not to permit any of its Subsidiaries to sue, upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(c) Each Borrower agrees that no Agent, Arranger, Lender or Issuing Bank or any Related Party of any of the foregoing will have any liability to any Borrower or other Credit Party or any Person asserting claims on behalf of or in right of any Borrower or other Credit Party or any other Person in connection with or as a result of this Agreement or any other Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, in each case, except, subject to Section 9.3(b), in the case of any Borrower or other Credit Party to the extent that any losses, claims, damages, liabilities or expenses incurred by such Borrower or Credit Party or its

affiliates, shareholders, partners or other equity holders have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of, or material breach (arising from gross negligence, willful misconduct or bad faith) of the Credit Documents by, such Agent, Arranger, Lender or Issuing Bank in performing its obligations under this Agreement or any Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein.

9.4. Set-Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence and during the continuance of any Event of Default each Lender and each Issuing Bank is hereby authorized by each Borrower at any time or from time to time, without notice to any Borrower, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Indebtedness at any time held or owing by such Lender or such Issuing Bank to or for the credit or the account of any Borrower against and on account of the obligations and liabilities of any Borrower to such Lender or such Issuing Bank hereunder and under the other Credit Documents, including all claims of any nature or description arising out of or connected hereto or thereto, irrespective of whether or not (a) such Lender or such Issuing Bank shall have made any demand hereunder or (b) the principal of or the interest on the Loans or any amounts in respect of the Letters of Credit or any other amounts due hereunder shall have become due and payable pursuant to Section 2 and although such obligations and liabilities, or any of them, may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks, and the Revolving Lenders, and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender and Issuing Bank agrees to notify the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

9.5. Amendments and Waivers. (a) Requisite Lenders' Consent. Except as provided in Sections 2.24 and 2.25 or in any Collateral Document, none of this Agreement, any other Credit Document or any provision hereof or thereof may be waived, amended or modified, and no consent to any departure by any Borrower or other Credit Party therefrom may be made, except, subject to the additional requirements of Sections 9.5(b) and 9.5(c) and as otherwise provided in Section 9.5(d), in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Company and the Requisite Lenders and, in the case of any other Credit Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent or the Collateral Agent, as applicable, and the Company, the other Borrowers, Credit Party or Credit Parties that are parties thereto, in each case with the consent of the Requisite Lenders; provided that any provision of this Agreement or any other Credit Document may be amended by an agreement in writing entered into by the Company and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice

thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Requisite Lenders stating that the Requisite Lenders object to such amendment; provided further that any provision of any Collateral Document may be amended by an agreement in writing entered into by the Company and the Administrative Agent in order to facilitate the implementation of any Permitted DOE Facility so long as such amendment is not adverse to the Lenders.

(b) Affected Lenders' Consent. Without the written consent of each Lender that would be directly affected thereby, no waiver, amendment or other modification of this Agreement or any other Credit Document, or any consent to any departure by any Borrower or other Credit Party therefrom, shall be effective if the effect thereof would be to:

(i) increase any Commitment or postpone the scheduled expiration date of any Commitment (it being understood that no waiver, amendment or other modification of any condition precedent, covenant, Default or Event of Default shall constitute an increase in any Commitment of any Lender);

(ii) extend the scheduled final maturity date of any Loan;

(iii) subject to Section 9.8, extend the scheduled expiration date of any Letter of Credit beyond the Revolving Commitment Termination Date;

(iv) waive, reduce or postpone any scheduled amortization payment (but not any voluntary or mandatory prepayment) of any Loan or any reimbursement obligation in respect of any Letter of Credit;

(v) reduce the rate of interest on any Loan (other than any waiver of any increase in the interest rate applicable to any Loan pursuant to Section 2.9) or any fee or any premium payable hereunder, or waive or postpone the time for payment of any such interest or fees or premiums;

(vi) reduce the principal amount of any Loan or any reimbursement obligation in respect of any Letter of Credit;

(vii) waive, amend or otherwise modify any provision of this Section 9.5(b), Section 9.5(c) or any other provision of this Agreement or any other Credit Document that expressly provides that the consent of all Lenders (or of all Lenders of any Class) is required to waive, amend or otherwise modify any rights thereunder or to make any determination or grant any consent thereunder (including the provision set forth in Section 9.6(a));

(viii) amend the definition of the term "Requisite Lenders" or the term "Pro Rata Share"; provided that additional extensions of credit made pursuant to Section 2.24 shall be included, and with the consent of the Requisite Lenders, other additional extensions of credit pursuant hereto may be included in the determination of "Requisite Lenders" or "Pro Rata Share" on substantially the same basis as the Term Loan Commitments, the Term Loans, the Revolving Commitments and the Revolving Exposures are included therein on the Closing Date; or

(ix) release all or substantially all of the Collateral from the Liens of the Collateral Documents, or all or substantially all of the Guarantors from the Obligations Guarantee (or limit liability of all or substantially all of the Guarantors in respect of the Obligations Guarantee), in each case except as expressly provided in the Credit Documents (it being understood that (A) an amendment or other modification of the type of obligations secured by the Collateral Documents or guaranteed thereunder shall not be deemed to be a release of the Collateral from the Liens of the Collateral Documents or a release or limitation of the Obligations Guarantee and (B) an amendment or other modification of Section 6.6 shall only require the consent of the Requisite Lenders); or

provided that, for the avoidance of doubt, all Lenders shall be deemed directly affected thereby with respect to any waiver, amendment or other modification, or any consent, described in clauses (vii), (viii) and (ix).

(c) Other Consents. No waiver, amendment or other modification of this Agreement or any other Credit Document, or any consent to any departure by any Borrower or other Credit Party therefrom, shall:

(i) (A) amend or otherwise modify Section 2.14 or any other provisions of any Credit Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the consent of Lenders representing a Majority in Interest of each affected Class (it being understood that the Requisite Lenders may waive, in whole or in part, any prepayment of Loans hereunder so long as the application, as between Classes, of any portion of such prepayment that is still required to be made is not altered) or (B) amend or otherwise modify this Section 9.5(c)(i) or any other provision of this Agreement or any other Credit Document that expressly provides that the consent of all Lenders of any Class or a Majority in Interest of Lenders of any Class is required to waive, amend or otherwise modify any rights thereunder or to make any determination or grant any consent thereunder, in each case without the consent of each Lender of such Class or a Majority in Interest of the Lenders of such Class, as the case may be; provided that nothing in this Section 9.5(c)(i) shall be deemed to restrict the amendments contemplated by Section 2.24;

(ii) amend, modify, extend or otherwise affect the rights or obligations of any Agent or any Issuing Bank without the prior written consent of such Agent or such Issuing Bank, as the case may be;

(iii) waive, amend or otherwise modify any obligation of Lenders relating to the purchase of participations in Letters of Credit as provided in Section 2.3(e), without the written consent of the Administrative Agent and each Issuing Bank; and

(iv) amend or otherwise modify this Agreement or the Guarantee and Collateral Agreement so as to alter the ratable treatment of Obligations arising under the Credit Documents, on the one hand, and the Designated Swap Obligations or Designated Cash Management Obligations, on the other, or amend or otherwise modify the definition of the term “Obligations”, “Designated Cash Management Obligations”, “Designated

Swap Obligations” or “Secured Parties” (or any comparable term used in any Collateral Document), in each case in a manner adverse to any Secured Party holding Designated Swap Obligations or Designated Cash Management Obligations then outstanding without the written consent of such Secured Party (it being understood that an amendment or other modification of the type of obligations secured by the Collateral Documents or guaranteed thereunder, so long as such amendment or other modification by its express terms does not alter the Designated Swap Obligations or Designated Cash Management Obligations being so secured or guaranteed, shall not be deemed to be adverse to any Secured Party holding Designated Swap Obligations or Designated Cash Management Obligations).

(d) Class Amendments. Notwithstanding anything to the contrary in Section 9.5(a), any waiver, amendment or modification of this Agreement or any other Credit Document, or any consent to any departure by any Borrower or other Credit Party therefrom, that by its terms affects the rights or duties under this Agreement of the Lenders of a particular Class or Classes (but not the Lenders of any other Class), may be effected by an agreement or agreements in writing entered into by the Company and the requisite number or percentage in interest of each affected Class of Lenders that would be required to consent thereto under this Section 9.5 if such Class of Lenders were the only Class of Lenders hereunder at the time.

(e) Requisite Execution of Amendments, Etc. The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute waivers, amendments, modifications, waivers or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on any Borrower or other Credit Party in any case shall entitle any Borrower or other Credit Party to any other or further notice or demand in similar or other circumstances. Any amendment, modification, waiver or consent effected in accordance with this Section 9.5 shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

9.6. Successors and Assigns; Participations. (a) Generally. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. No Borrower’s rights or obligations hereunder, nor any interest therein, may be assigned or delegated by any Borrower without the prior written consent of the Administrative Agent and each Lender, and any attempted assignment or delegation without such consent shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, the participants referred to in Section 9.6(g) (to the extent provided in clause (iii) of such Section) and, to the extent expressly contemplated hereby, Affiliates of any Agent or any Lender and the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Register. The Borrowers, the Administrative Agent, the Collateral Agent, the Lenders and the Issuing Banks shall deem and treat the Persons recorded as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans recorded therein for all purposes hereof. No assignment or transfer of any such Commitment or Loan shall be effective unless and until recorded in the Register, and following such recording, unless

otherwise determined by the Administrative Agent (such determination to be made in the sole discretion of the Administrative Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment Agreement relating thereto. Each assignment and transfer shall be recorded in the Register following receipt by the Administrative Agent of the fully executed Assignment Agreement, together with the required forms and certificates regarding tax matters and any fees payable in connection therewith, in each case as provided in Section 9.6(d); provided that the Administrative Agent shall not be required to accept such Assignment Agreement or so record the information contained therein if the Administrative Agent reasonably believes that such Assignment Agreement lacks any written consent required by this Section 9.6 or is otherwise not in proper form, it being acknowledged that the Administrative Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment Agreement, any such duty and obligation being solely with the assigning Lender and the assignee. Each assigning Lender and the assignee, by its execution and delivery of an Assignment Agreement, shall be deemed to have represented to the Administrative Agent that all written consents required by this Section 9.6 with respect thereto (other than the consent of the Administrative Agent) have been obtained and that such Assignment Agreement is otherwise duly completed and in proper form. The date of such recordation of an assignment and transfer is referred to herein as the “**Assignment Effective Date**” with respect thereto. Any request, authority or consent of any Person that, at the time of making such request or giving such authority or consent, is recorded in the Register as a Lender shall be conclusive and binding on any subsequent holder, assignee or transferee of the corresponding Commitments or Loans.

(c) Right to Assign. Each Lender shall have the right at any time to sell, assign or transfer all or a portion of its rights and obligations under this Agreement, including all or a portion of its Commitment or Loans owing to it or other Obligations to:

(i) any Eligible Assignee of the type referred to in clause (a) of the definition of the term “Eligible Assignee” upon the giving of notice to the Administrative Agent; provided that, in the case of any assignment of a Revolving Commitment or a Revolving Loan, such Eligible Assignee is a Revolving Lender or an Affiliate of a Revolving Lender;

(ii) any Eligible Assignee of the type referred to in clause (b) of the definition of the term “Eligible Assignee” (or, in the case of any assignment of a Revolving Commitment or a Revolving Loan, any Eligible Assignee that does not meet the requirements of clause (i) above), upon (A) the giving of notice to the Administrative Agent and, in the case of assignments of Revolving Commitments or Revolving Loans, each Issuing Bank (with notice by the Administrative Agent to the Company of such assignment to be given promptly after the applicable Assignment Effective Date) and (B) in the case of assignments of Revolving Commitments or Revolving Loans, except in the case of assignments made by or to any Arranger or its Affiliates during the syndication by the Arrangers of the credit facilities established hereunder, receipt of prior written consent (each such consent not to be unreasonably withheld or delayed) of (1) the Company, provided that the consent of the Company to any assignment (x) shall not be required if an Event of Default shall have occurred and is continuing and (y) shall be

deemed to have been granted unless the Company shall have objected thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof, (2) the Administrative Agent and (3) each Issuing Bank;

provided that:

(A) in the case of any such assignment or transfer (other than to any Eligible Assignee meeting the requirements of clause (i) above), the amount of the Commitment or Loans of the assigning Lender subject thereto shall not be less than (A) US\$5,000,000 in the case of assignments of any Revolving Commitment or Revolving Loan or (B) US\$1,000,000 in the case of assignments of any Term Loan Commitment or Term Loan (with concurrent assignments to Eligible Assignees that are Affiliates or Related Funds thereof to be aggregated for purposes of the foregoing minimum assignment amount requirements) or, in each case, such lesser amount as shall be agreed to by the Company and the Administrative Agent or as shall constitute the aggregate amount of the Commitments or Loans of the applicable Class of the assigning Lender; and

(B) each partial assignment or transfer shall be of a uniform, and not varying, percentage of all rights and obligations of the assigning Lender hereunder; provided that a Lender may assign or transfer all or a portion of its Commitment or of the Loans owing to it of any Class without assigning or transferring any portion of its Commitment or of the Loans owing to it, as the case may be, of any other Class.

(d) Mechanics. Assignments and transfers of Loans and Commitments by Lenders shall be effected by the execution and delivery to the Administrative Agent of an Assignment Agreement. In connection with all assignments, there shall be delivered to the Administrative Agent such forms, certificates or other evidence, if any, with respect to United States federal income tax withholding matters as the assignee thereunder may be required to deliver pursuant to Section 2.19(c), together with payment to the Administrative Agent of a registration and processing fee of US\$3,500 (except that no such registration and processing fee shall be payable (i) in connection with an assignment by or to an Arranger or any Affiliate thereof or (ii) in the case of an assignee that is already a Lender or is an Affiliate or Related Fund of a Lender or a Person under common management with a Lender).

(e) Representations and Warranties of Assignee. Each Lender, upon execution and delivery hereof (or of any Incremental Assumption Agreement) or upon succeeding to an interest in the Commitments and Loans, as the case may be, represents and warrants as of the Closing Date (or, in the case of any Incremental Assumption Agreement, as of the date of the effectiveness thereof) or as of the applicable Assignment Effective Date, as applicable, that (i) it is an Eligible Assignee, (ii) it has experience and expertise in the making of or investing in commitments or loans such as the applicable Commitments or Loans, as the case may be, and (iii) it will make or invest in, as the case may be, its Commitments or Loans for its own account in the ordinary course and without a view to distribution of such Commitments or Loans within the meaning of the Securities Act or the Exchange Act or other United States federal securities laws (it being understood that, subject to the provisions of this Section 9.6, the disposition of such Commitments or Loans or any interests therein shall at all times remain within its exclusive control).

(f) Effect of Assignment. Subject to the terms and conditions of this Section 9.6, as of the Assignment Effective Date with respect to any assignment and transfer of any Commitment or Loan, (i) the assignee thereunder shall have the rights and obligations of a “Lender” hereunder to the extent of its interest in such Commitment or Loan as reflected in the Register and shall thereafter be a party hereto and a “Lender” for all purposes hereof, (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned and transferred to the assignee, relinquish its rights (other than any rights that survive the termination hereof under Section 9.8) and be released from its obligations hereunder (and, in the case of an assignment covering all the remaining rights and obligations of an assigning Lender hereunder, such Lender shall cease to be a party hereto as a “Lender” (but not, if applicable, as an Issuing Bank or in any other capacity hereunder) on such Assignment Effective Date, provided that such assigning Lender shall continue to be entitled to the benefit of all rights that survive the termination hereof under Section 9.8, and provided further, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Revolving Lender’s having been a Defaulting Lender, and (iii) if any such assignment and transfer occurs after the issuance of any Note hereunder, the assigning Lender shall, upon the effectiveness thereof or as promptly thereafter as practicable, surrender its applicable Notes to the Administrative Agent for cancelation, and thereupon the applicable Borrowers shall issue and deliver new Notes, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(g) Participations.

(i) Each Lender shall have the right at any time to sell one or more participations to any Eligible Assignee in all or any part of its Commitments or Loans or in any other Obligation; provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the other Credit Parties, the Administrative Agent, the Collateral Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Each Lender that sells a participation pursuant to this Section 9.6(g) shall maintain a register on which it records the name and address of each participant to which it has sold a participation and the principal amounts (and stated interest) of each such participant’s interest in the Loans or other rights and obligations of such Lender under this Agreement (the “**Participant Register**”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant’s interest in any Loans or other rights and obligations under any this Agreement) except to the extent that such disclosure is necessary to establish that such Loan or other right or obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. Unless otherwise required by the Internal Revenue Service, any disclosure required by the foregoing

sentence shall be made by the relevant Lender directly and solely to the Internal Revenue Service. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes under this Agreement, notwithstanding any notice to the contrary.

(ii) The holder of any such participation, other than an Affiliate of the Lender granting such participation, shall not be entitled to require such Lender to take or omit to take any action hereunder, except that any participation agreement may provide that the participant's consent must be obtained with respect to the consent of such Lender to any waiver, amendment, modification or consent that is described in Section 9.5(b) that affects such participant or requires the approval of all the Lenders.

(iii) The Borrowers agree that each participant shall be entitled to the benefits of Sections 2.17(c), 2.18 and 2.19 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 9.6(c); provided that (A) a participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the Company's prior written consent, and (B) a participant that would be a Non-US Lender if it were a Lender shall not be entitled to the benefits of Section 2.19 unless the Company is notified of the participation sold to such participant and such participant agrees, for the benefit of the Borrowers, to comply with and be subject to Section 2.19 as though it became a Lender pursuant to an Assignment Agreement; provided further that, except as specifically set forth in clauses (A) and (B) of this sentence, nothing herein shall require any notice to the Company or any other Person in connection with the sale of any participation. To the extent permitted by law, each participant also shall be entitled to the benefits of Section 9.4 as though it were a Lender, provided that such participant agrees to be subject to Section 2.16 as though it were a Lender.

(h) Certain Other Assignments and Participations. In addition to any other assignment or participation permitted pursuant to this Section 9.6, any Lender may assign, pledge and/or grant a security interest in all or any portion of its Loans or the other Obligations owed to such Lender, and its Notes, if any, to secure obligations of such Lender, including to any Federal Reserve Bank as collateral security pursuant to Regulation A of the Board of Governors and any operating circular issued by any Federal Reserve Bank; provided that no Lender, as between the Borrowers and such Lender, shall be relieved of any of its obligations hereunder as a result of any such assignment and pledge; and provided further that in no event shall the applicable Federal Reserve Bank, pledgee or trustee be considered to be a "Lender" or be entitled to require the assigning Lender to take or omit to take any action hereunder.

9.7. Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

9.8. Survival of Representations, Warranties and Agreements. All covenants, agreements, representations and warranties made by the Borrowers and the other Credit Parties in the Credit Documents and in the certificates or other documents delivered in connection with or pursuant to this Agreement or any other Credit Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Credit Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, Arranger, Lender or Issuing Bank may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any Credit Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement or any other Credit Document, in the event that, in connection with the refinancing or repayment in full of the credit facilities provided for herein, any Issuing Bank shall have provided to the Administrative Agent a written consent to the release of the Revolving Lenders from their obligations hereunder with respect to any Letter of Credit issued by such Issuing Bank (whether as a result of the obligations of the Borrowers (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such Issuing Bank, or being supported by a letter of credit that names such Issuing Bank as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Credit Documents, and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.3(e). The provisions of Sections 2.17(c), 2.18, 2.19, 8, 9.2, 9.3 and 9.4 shall survive and remain in full force and effect regardless of the repayment of the Loans or the termination of this Agreement or any provision hereof.

9.9. No Waiver; Remedies Cumulative. No failure or delay on the part of any Agent, Arranger, Lender or Issuing Bank in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver thereof or of any Default or Event of Default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege, or any abandonment or discontinuance of steps to enforce such power, right or privilege, preclude any other or further exercise thereof or the exercise of any other power, right or privilege. The powers, rights, privileges and remedies of the Agents, the Arrangers, the Lenders and the Issuing Banks hereunder and under the other Credit Documents are cumulative and shall be in addition to and independent of all powers, rights, privileges and remedies they would otherwise have. Without limiting the generality of the foregoing, the execution and delivery of this Agreement or the making of any Loan hereunder shall not be construed as a waiver of any Default or Event of Default, regardless of whether any Agent, Arranger, Lender or Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

9.10. Marshalling; Payments Set Aside. None of the Agents, the Arrangers, the Lenders or the Issuing Banks shall be under any obligation to marshal any assets in favor of any Borrower or other Credit Party or any other Person or against or in payment of any or all of

the Obligations. To the extent that any Borrower or other Credit Party makes a payment or payments to any Agent, Arranger, Lender or Issuing Bank (or to the Administrative Agent or the Collateral Agent, on behalf of any Agent, Lender or Issuing Bank), or any Agent, Arranger, Lender or Issuing Bank enforces any security interests or exercises any right of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

9.11. Severability. In case any provision in or obligation hereunder or under any other Credit Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

9.12. Independent Nature of Lenders' Rights. Nothing contained herein or in any other Credit Document, and no action taken by the Lenders pursuant hereto or thereto, shall be deemed to constitute the Lenders as a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Lender shall be a separate and independent debt, and each Lender shall be entitled to protect and enforce its rights arising hereunder and it shall not be necessary for any other Lender to be joined as an additional party in any proceeding for such purpose.

9.13. Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

9.14. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

9.15. CONSENT TO JURISDICTION. (a) SUBJECT TO CLAUSE (E) BELOW, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY HERETO ARISING OUT OF OR RELATING HERETO OR ANY OTHER CREDIT DOCUMENT, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH BORROWER, FOR ITSELF AND IN CONNECTION

WITH ITS PROPERTIES, IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS (OTHER THAN WITH RESPECT TO ACTIONS BY THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT IN RESPECT OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT GOVERNED BY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK OR WITH RESPECT TO ANY COLLATERAL SUBJECT THERETO); (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE BORROWER AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 9.1; (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE BORROWER IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (E) AGREES THAT THE AGENTS, THE ARRANGERS, THE LENDERS AND THE ISSUING BANKS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY BORROWER IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY CREDIT DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

(b) EACH BORROWER THAT IS ORGANIZED UNDER THE LAWS OF A JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA APPOINTS THE COMPANY AS ITS AGENT (IN SUCH CAPACITY, THE "PROCESS AGENT") TO RECEIVE, ON ITS BEHALF, SERVICE OF COPIES OF ANY SUMMONS AND COMPLAINT AND ANY OTHER PROCESS THAT MAY BE SERVED IN ANY JUDICIAL PROCEEDING. SERVICE MAY BE MADE ON THE PROCESS AGENT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 9.1.

9.16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS

THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 9.16 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

9.17. Confidentiality. Each Agent (which term shall for the purposes of this Section 9.17 include each Arranger), and each Lender (which term shall for the purposes of this Section 9.17 include each Issuing Bank) shall hold all Confidential Information (as defined below) obtained by such Agent or such Lender in accordance with such Agent' s and such Lender' s customary procedures for handling confidential information of such nature, it being understood and agreed by the Company that, in any event, the Administrative Agent may disclose Confidential Information to the Lenders and the other Agents and that each Agent and each Lender may disclose Confidential Information (a) to Affiliates of such Agent or Lender and to its and their respective Related Parties (and to other Persons authorized by a Lender or Agent to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 9.17) who need to know such Confidential Information and on a confidential basis, (b) to any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Loans or other Obligations or any participations therein or to any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrowers, the other Credit Parties and their obligations (provided that such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 9.17 or other provisions at least as restrictive as this Section 9.17), (c) to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any Confidential Information relating to any Borrower or other Credit Party received by it from any Agent or any Lender, (d) in connection with the exercise of any remedies hereunder or under any other Credit Document, (e) in customary "tombstone" or similar advertisements, (f) as necessary for the obtaining of CUSIP numbers and (g) as required or requested by any Governmental Authority or by the NAIC or any other regulatory authority (including any self-regulatory organization having jurisdiction or claiming to have jurisdiction over such Agent or such Lender) or pursuant to legal or judicial process; provided that unless specifically prohibited by applicable law or court order, such Agent or such Lender shall make reasonable efforts to notify the Company of any request by any Governmental Authority (other than any such request in connection with any examination of the financial condition or other routine examination of such Agent or such Lender by such Governmental Authority) for disclosure of any Confidential Information prior to disclosure thereof. For purposes of the foregoing, "**Confidential Information**" means, with respect to any Agent or any Lender, any non-public information regarding the business, assets, liabilities and operations of the Company and the Subsidiaries obtained by such Agent or such Lender under

the terms of this Agreement or in connection with its determination to become an Agent or Lender hereunder, regardless of whether or not identified as confidential by the Company. In addition, each Agent and each Lender may disclose the existence of this Agreement and the information about this Agreement to market data collectors, similar services providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement and the other Credit Documents.

9.18. Usury Savings Clause. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any of the Obligations, including all charges or fees in connection therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate. If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate, the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest that would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. In addition, if when the Loans made hereunder are repaid in full the total interest due hereunder (taking into account the increase provided for above) is less than the total amount of interest that would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect, then to the extent permitted by law, the applicable Borrower shall pay to the Administrative Agent an amount equal to the difference between the amount of interest paid and the amount of interest that would have been paid if the Highest Lawful Rate had at all times been in effect. Notwithstanding the foregoing, it is the intention of the Lenders and the Borrowers to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration that constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loans made hereunder or be refunded to the applicable Borrower.

9.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

9.20. Effectiveness; Entire Agreement. Subject to Section 3, this Agreement shall become effective when it shall have been executed by the Administrative Agent and there shall have been delivered to the Administrative Agent counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the other Credit Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any commitment letter, indemnity letter or fee letter by or among any Borrower or other Credit Party and any Agent or Arranger or any Affiliate of any of the foregoing that by the terms of such documents are stated to survive the effectiveness of this Agreement, all of which provisions shall remain in full force and effect) and the Agents, the Arrangers and their respective Affiliates shall be released from all liability in connection therewith, including any claim for injury or damages, whether consequential, special, direct, indirect, punitive or otherwise.

9.21. PATRIOT Act. Each Lender, the Administrative Agent and the Collateral Agent (for itself and not on behalf of any Lender) hereby notifies each Borrower and each other Credit Party that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower and each other Credit Party, which information includes the name and address of each Borrower and each other Credit Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Borrower or Credit Party in accordance with the PATRIOT Act.

9.22. Electronic Execution of Assignments. The words “execution”, “signed”, “signature” and words of like import in any Assignment Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9.23. No Fiduciary Duty. Each Agent, each Arranger, each Lender, each Issuing Bank and their respective Affiliates (collectively, solely for purposes of this paragraph, the “**Lenders**”) may have economic interests that conflict with those of the Borrowers, the other Credit Parties, their equityholders and/or their Affiliates. Each Borrower, on behalf of itself and its Subsidiaries, agrees that nothing in the Credit Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Borrower, its Subsidiaries, its equityholders or its Affiliates, on the other. Each Borrower, on behalf of itself and its Subsidiaries, acknowledges and agrees that (a) the transactions contemplated by the Credit Documents (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Lenders, on the one hand, and the Borrowers and the other Credit Parties, on the other, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favor of any Borrower or other Credit Party, its equityholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Borrower or other Credit Party, its equityholders or its Affiliates on other matters) or any other obligation to any Borrower or other Credit Party except the obligations expressly set forth in the Credit Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of any Borrower or other Credit Party, its management, equityholders, creditors or any other Person. Each Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Borrower agrees that it will not claim, and will not permit any of its Affiliates or Related Parties to claim, that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Borrower or any other Credit Party, in connection with such transaction or the process leading thereto.

9.24. Judgment Currency. In respect of any judgment or order given or made for any amount due under this Agreement or any other Credit Document that is expressed and

paid in a currency (the “**Judgment Currency**”) other than US Dollars, each Borrower will indemnify each Agent, Lender and Issuing Bank against any loss incurred by it as a result of any variation as between (i) the rate of exchange at which the US Dollar amount is converted into the Judgment Currency for the purpose of such judgment or order and (ii) the rate of exchange, as quoted by the Administrative Agent or by a known dealer in the Judgment Currency that is designated by the Administrative Agent, at which such Agent, Lender or Issuing Bank is able to purchase US Dollars with the amount of the Judgment Currency actually received by such Agent, Lender or Issuing Bank. The foregoing indemnity shall constitute a separate and independent obligation of the Borrowers and shall survive any termination of this Agreement and the other Credit Documents, and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into US Dollars.

9.25. Intercreditor Agreements. (a) The Administrative Agent, the Collateral Agent, each Lender and each Issuing Bank hereby agrees, for itself and on behalf of any Secured Party that is a successor, assignee or Related Party of such Person, that it will be bound by and observe, and will take no actions contrary to, the provisions of the Intercreditor Agreement, and the Administrative Agent, each Lender and Issuing Bank hereby authorizes and instructs the Collateral Agent to enter into the Intercreditor Agreement on its behalf and to subject the Liens securing the Obligations to the provisions thereof.

(b) The Administrative Agent, the Collateral Agent, each Lender and each Issuing Bank hereby agrees, for itself and on behalf of any Secured Party that is a successor, assignee or Related Party of such Person, to be bound by and to observe, and take no actions contrary to, the provisions of any intercreditor agreement subordinating the Liens on any DOE Assets securing the Obligations to the Liens on such DOE Assets securing any Permitted DOE Facility on such terms as the DOE may require, and the Administrative Agent, each Lender and Issuing Bank hereby authorizes and instructs the Collateral Agent to enter into such intercreditor agreement on its behalf and to subject the Liens on the DOE Assets securing the Obligations to the provisions thereof.

(c) The Administrative Agent, the Collateral Agent, each Lender and each Issuing Bank hereby agrees, for itself and on behalf of any Secured Party that is a successor, assignee or Related Party of such Person, to be bound by and to observe, and take no actions contrary to, the provisions of any Additional Intercreditor Agreement subordinating the Liens on the Collateral securing any Indebtedness permitted by clause (dd) or (ee) of the definition of Permitted Indebtedness or any Permitted Refinancing contemplated by clause (b) or (c) of the definition thereof to the Liens securing the Obligations on terms substantially similar to the Intercreditor Agreement, and the Administrative Agent, each Lender and Issuing Bank hereby authorizes and instructs the Collateral Agent to enter into any such Additional Intercreditor Agreement on its behalf and to subject the Liens securing the Obligations to the provisions thereof.

(d) The Administrative Agent, the Collateral Agent, each Lender and each Issuing Bank hereby agrees, for itself and on behalf of any Secured Party that is a successor, assignee or Related Party of such Person, to be bound by and to observe, and take no actions contrary to, the provisions of any Permitted Additional First Lien Intercreditor Agreement

entered into in accordance with the terms of this Agreement in connection with the incurrence by the Credit Parties of Permitted Additional First Lien Debt, and the Administrative Agent, each Lender and Issuing Bank hereby authorizes and instructs the Collateral Agent to enter into any such Additional Intercreditor Agreement on its behalf and to subject the Liens securing the Obligations to the provisions thereof.

[Remainder of page intentionally left blank]

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

CHRYSLER GROUP LLC,

By: /s/ Walter P. Bodden Jr.

Name: Walter P. Bodden Jr.

Title: Treasurer

CITIBANK, N.A., as Administrative Agent and a
Lender,

By /s/ Wayne C. Beckmann

Authorized Signatory

CITIBANK, N.A., as Collateral Agent,

By /s/ Miriam Molina

Authorized Signatory

SCHEDULE 1.1A¹

Borrowing Base

“Advance Percentage” as defined in Schedule 1.1A to the Disclosure Letter.

“Borrowing Base Amount” means, as of any date of determination:

(a) with respect to any Eligible Collateral other than Eligible Intellectual Property, the Eligible Value for such Eligible Collateral multiplied by the Advance Percentage for such Eligible Collateral; and

(b) with respect to Eligible Intellectual Property, the Eligible Intellectual Property Advance Amount.

“Customary Permitted Liens” means the Permitted Liens described in clauses (a), (b), (m), (n), (o) (solely with respect to Eligible P&E and Eligible Real Estate), (p), (s), (v) (solely with respect to Eligible P&E and Eligible Real Estate), (z), (aa) (solely with respect to Liens created under the Senior Second Lien Notes Documents securing the DOE Second Lien Amount) and (bb) (provided that the aggregate amount of the remaining obligation in respect of such Permitted Lien shall not exceed US\$18,000,000), of the definition of such term.

“EBITDA” means, with respect to any Foreign Pledgee (a) for each fiscal quarter of the fiscal year ended December 31, 2009, the amount for each such Foreign Pledgee specified on Schedule A of Schedule 1.1A to the Disclosure Letter and (b) for each fiscal quarter of such Foreign Pledgee subsequent to the fiscal year ended December 31, 2009, (i) consolidated net income for such period plus (ii) without duplication and to the extent deducted in determining such consolidated net income, the sum of the following amounts for such period (1) consolidated interest expense for such period, (2) provision for income tax expense for such period; (3) the amount of depreciation and amortization expense deducted in determining net income for such period; (4) the amount of preferred stock dividends accrued for such period; and (5) the cumulative effect of change in accounting principles that resulted in a charge for such period, *minus* (iii)(1) consolidated interest income for such period, (2) provision for income tax benefits for such period, and (3) cumulative effect of change in accounting principles that resulted in a credit for such period; provided, that in the case of clause (a) and (b), if EBITDA for such Foreign Pledgee for such period as calculated hereunder is a negative amount for any fiscal period calculated in accordance with clause (c) of the definition of Eligible Value, then EBITDA for such Foreign Pledgee for such fiscal period shall be deemed to be zero.

“Eligible Collateral” means Eligible Receivables, Eligible Inventory, Eligible P&E, Eligible Foreign Pledged Equity, Eligible Real Estate and Eligible Intellectual Property; provided, that the Eligible Collateral shall in no event include any DOE Assets that secure any Permitted DOE Facility on a first lien basis.

“Eligible Foreign Pledged Equity” means, as of any date of determination, the Equity Interests of a Foreign Pledgee that constitute Collateral; provided, that (a) commencing with the date that is 90 days after the Closing Date, Equity Interests of a Foreign Pledgee shall constitute “Eligible Foreign Pledged Equity” only if the Collateral Agent has a valid, perfected and

¹ Unless otherwise defined herein, terms used herein and defined in the Credit Agreement to which this Schedule 1.1A is attached (the “**Credit Agreement**”) shall have the meanings given to them in the Credit Agreement.

enforceable security interest in such Equity Interests, subject only to Customary Permitted Liens, and the requirements specified in Sections 5.7(b) and (k) shall have been satisfied to the extent applicable to the relevant Foreign Pledgee and (b) Equity Interests of each Foreign Pledgee shall not constitute “Eligible Foreign Pledged Equity” if and for so long as the financial statements (containing an income statement and balance sheet only) (the “**Foreign Pledgee Financial Statements**”) for such Foreign Pledgee have not been delivered to the Administrative Agent when and as required by the Credit Documents (it being understood that such Equity Interests will become “Eligible Foreign Pledged Equity” at such time as such Foreign Pledgee Financial Statements have been delivered).

“Eligible Intellectual Property” means, as of any date of determination, the Registered trademarks listed on Schedule 1.1G to the Credit Agreement hereto that constitute Collateral and in which the Collateral Agent has a valid, perfected and enforceable security interest in the United States, subject only to Customary Permitted Liens.

“Eligible Intellectual Property Advance Amount” as defined in Schedule 1.1A to the Disclosure Letter.

“Eligible Inventory” means, as of any date of determination, the items classified by the Company as “inventory” in accordance with GAAP, including raw materials and manufacturing supplies, work-in-process, service parts and finished goods, that constitute Collateral and in which the Collateral Agent has a valid, perfected and enforceable security interest, subject only to Customary Permitted Liens.

“Eligible P&E” means, as of any date of determination, the items classified by the Company as “property and equipment” (other than “real property”) in accordance with GAAP that constitute Collateral and in which the Collateral Agent has a valid, perfected and enforceable security interest, subject only to Customary Permitted Liens; provided that any such property and equipment constituting a fixture (as defined in the UCC), shall constitute “Eligible P&E” only if a fixture filing has been filed in the appropriate local jurisdiction in respect thereof.

“Eligible Real Estate” means, as of any date of determination, Mortgaged Properties in respect of which the Collateral Agent has valid, perfected and enforceable Mortgages, subject only to Customary Permitted Liens; provided that (a) no Mortgaged Property shall constitute “Eligible Real Estate” until the Company has delivered to the Administrative Agent appraisals that comply with the requirements of the Federal Institutions Reform, Recovery and Enforcement Act with respect to a sampling of parcels of real estate included in the Mortgaged Properties (with the sample to be agreed between the Company and the Administrative Agent) and (b) commencing with the date that is 180 days after the Closing Date, any such Mortgaged Property shall constitute “Eligible Real Estate” only if the Real Estate Deliverables for such Mortgaged Property have been received and satisfied.

“Eligible Receivables” means, as of any date of determination, the items classified by the Company as “accounts receivable” in accordance with GAAP and, to the extent not subject to any contractual right of set-off, trade receivables from Fiat Group classified by the Company as

“other assets” in the financial records of the Company, in each case (a) that are owing by a Person that is not a consolidated Affiliate of the Company and (b) that constitute Collateral and in which the Collateral Agent has a valid, perfected and enforceable security interest, subject only to Customary Permitted Liens.

“Eligible Value” means, as of any date of determination:

(a) with respect to Eligible Receivables, the Net Book Value of Eligible Receivables as derived from the general ledger or other financial records of the Company that is the basis for the most recent Borrowing Base Certificate delivered to the Administrative Agent in accordance with the Credit Agreement;

(b) with respect to Eligible Inventory, (i) the gross book value of such Eligible Inventory, as derived from the general ledger or other financial records of the Company that is the basis for the most recent Borrowing Base Certificate delivered to the Administrative Agent in accordance with the Credit Agreement plus (ii) an amount equal to the Company’ s unrealized profit (UPI) adjustment for Eligible Inventory, to the extent deducted in calculating the gross book value thereof;

(c) with respect to Eligible Foreign Pledged Equity of any Foreign Pledgee, an amount equal to (A) the applicable Pledged Percentage of such Foreign Pledgee multiplied by (B) (x) the EBITDA of such Foreign Pledgee calculated as an annualized average of the eight most recent fiscal quarters of such Foreign Pledgee for which Foreign Pledgee Financial Statements have been delivered to the Administrative Agent in accordance with Section 5.2(e) of the Credit Agreement, multiplied by five, minus (y) the outstanding amount of third-party debt owed by such Foreign Pledgee and its Subsidiaries, minus (z) the outstanding amount of intercompany debt owed by such Foreign Pledgee and its Subsidiaries, other than intercompany debt owing between such Foreign Pledgee and its Subsidiaries and other than any third party debt that is repaid on or prior to the Closing Date;

(d) with respect to Eligible P&E, the Net Book Value of the Eligible P&E as derived from the general ledger or other financial records of the Company that is the basis for the most recent Borrowing Base Certificate delivered to the Administrative Agent in accordance with the Credit Agreement; provided that, with respect to special tooling that constitutes ATVM Assets, the Net Book Value attributable to such assets shall be determined in accordance with an amortization methodology as mutually agreed by the Company and the Administrative Agent on or before the Closing Date, in which Net Book Value would be allocable to such special tooling on a useful life basis; and

(e) with respect to Eligible Real Estate, the Net Book Value of the Eligible Real Estate as derived from the general ledger or other financial records of the Company that is the basis for the most recent Borrowing Base Certificate delivered to the Administrative Agent in accordance with the Credit Agreement.

provided, however, that the Eligible Value for Eligible Collateral shall be adjusted on a pro forma basis (in each case using the values derived from the consolidated financial statements that were the basis for the then most recent Borrowing Base Certificate delivered to the Administrative Agent in accordance with the Credit Agreement) from time to time as provided in the Credit Agreement.

“Foreign Pledgee” means a Foreign Subsidiary (other than any Subsidiary Guarantor) whose Equity Interests constitute Collateral. For purposes of this Schedule 1.1A, Chrysler de Venezuela LLC shall be deemed to be a Foreign Pledgee for so long as its Equity Interests constitute Collateral.

“Pledged Percentage” means, with respect to Eligible Foreign Pledged Equity of any Foreign Pledgee at any time, the percentage of the aggregate economic value of such Foreign Pledgee represented by such Eligible Foreign Pledged Equity at such time; provided that, in the case of Chrysler de Venezuela LLC, the Pledged Percentage of the relevant entity shall not at any time exceed 65%.

SCHEDULE 1.1B
Disqualified Lenders

1. Any original equipment manufacturer (“**OEM**”) that manufactures passenger cars, utility vehicles (including sport utility vehicles and crossover vehicles), minivans, pick-up trucks or medium-duty trucks, or any other products or components for use in the automotive industry, and any of such OEM’ s Subsidiaries, including any captive finance Subsidiary.
2. Any auto parts supplier to the Company (or any of its Subsidiaries).

SCHEDULE 1.1C
Excluded Dispositions

1. The sale of the assets of Chrysler Group Global Electric Motorcars LLC and Chrysler Group NEV Service LLC to Polaris Industries, Inc. in conjunction with the Asset Purchase Agreement dated April 21, 2011.
2. Sale or disposition by Chrysler Group LLC of assets to be acquired from Beijing Benz Automotive Company Ltd. (“BBAC”). Such assets consist primarily of vehicle specific tooling and equipment related to the prior licensed production by BBAC in China of Chrysler 300 and Sebring.
3. Sale of real property located at 100 Electronics Blvd, Huntsville, Alabama.
4. Sales by Chrysler Group LLC or any of its respective Affiliates or joint ventures to Fiat Group Automobiles S.p.A. (“FGA”), or any of its respective Affiliates or joint ventures, of all or substantially all of the assets or Equity Interests in one or more Chrysler Group National Sales Companies (“NSCs”) located outside of NAFTA, including but not limited to the NSCs in Europe, so long as at the time of such sale the NSC has ceased operations and does not have any material assets other than cash. In advance of any such sale, Chrysler may contribute the Equity Interests of any NSC into any other NSC and/or merge any one or more NSCs into any one or more NSCs.
5. Any one or more of (i) the conversion of Chrysler de Venezuela LLC to a 956 Subsidiary, (ii) the transfer of substantially all of the assets of Chrysler de Venezuela LLC to a 956 Subsidiary (with Chrysler de Venezuela LLC becoming a Transparent Subsidiary or being dissolved), or (iii) the transfer of substantially all of the Equity Interests in Chrysler de Venezuela LLC to a 956 Subsidiary.

SCHEDULE 1.1D
Initial Subsidiary Guarantors

CG Co-Issuer Inc.

Chrysler Group International LLC

Chrysler Group International Services LLC

Chrysler Group Realty Company LLC

Chrysler Group Service Contracts LLC

Chrysler Group Transport LLC

Global Engine Manufacturing Alliance LLC

SCHEDULE 1.1E
Marketing Investment Dealerships

<u>Name</u>	<u>Jurisdiction</u>
Alhambra Chrysler Jeep Dodge, Inc.	Delaware
Bessemer Chrysler Jeep Dodge, Inc.	Delaware
Downriver Dodge Inc.	Delaware
Gulfgate Dodge, Inc.	Delaware
Gwinnett Automotive Inc.	Delaware
LaBrea Avenue Motors, Inc.	Delaware
McKinney Dodge, Inc.	Delaware
North Tampa Chrysler Jeep Dodge, Inc.	Delaware
Superstition Springs Chrysler Jeep, Inc.	Delaware

SCHEDULE 1.1F
Mortgaged Property

<u>Name of Facility</u>	<u>Address</u>
AZ 0006 - Yucca Proving Grounds	1 E. Proving Ground Road, Yucca, Mohave AZ 86438 United States
GA 0003 - Atlanta PDC	1149 Citizens Parkway, Morrow, Clayton GA 30260-2924 United States
IL 0003 - Belvidere Assembly Plant	3000 W. Chrysler Drive, Belvidere, Boone IL 61008-6094 United States
IL 0011 - Belvidere Sequencing Center	3142 Chrysler Drive, Belvidere, Boone IL 67008 United States
IN 0002 - Kokomo Transmission Plant	2401 S. Reed Road, Kokomo, Howard IN 46902 United States
IN 0005 - Indiana Transmission Plant II (and excess land)	3660 North U.S. Hwy 31, Kokomo, Howard IN 46904 United States
IN 0005 - Indiana Transmission Plant (Power Train Plant)	3660 North U.S. Hwy 31, Kokomo, Howard IN 46904 United States
IN 0006 - Kokomo Casting Plant	1001 East Boulevard, Kokomo, Howard IN 46902-5740 United States
MA 0003 - Boston PDC	550 Forbes Blvd., Mansfield, Bristol MA 02048-2038 United States
MI 0013 - Conner Avenue Assembly (Viper) Plant	20000 Conner Avenue, Detroit, Wayne MI 48234 United States
MI 0016 - Chelsea Proving Grounds	3700 South M-52, Chelsea, Washtenaw MI 48118 United States
MI 0017 - Chrysler Transport (Lynch Road Terminal)	8555 Lynch Road, Detroit, Wayne MI 48234-4197 United States
MI 0018 - Trenton Engine Plant	2000 Van Horn Road, Trenton, Wayne MI 48183-4299 United States
MI 0019 - Marysville National PDC	840 Huron Blvd., Marysville, St. Clair MI 48040-1462 United States
MI 0024 - Warren Truck Assembly Plant (DTE Substation)	6301 E. 8 Mile Road, Warren, Macomb MI 48091 United States
MI 0024 - Warren Truck Assembly Plant	21500 Mound Road, Warren, Macomb MI 48091 United States
MI 0026 - Warren Stamping Plant	22800 Mound Road, Warren, Macomb MI 48091-2693 United States
MI 0028 - Mt. Elliott Tool & Die Manufacturing Facility	3675 E. Outer Drive, Detroit, Wayne MI 48234 United States
MI 0033 - Jefferson North Assembly Plant	2101 Conner, Detroit, Wayne MI 48215-2700 United States
MI 0035 - Mack Avenue Engine Plant	11801 Mack Avenue, Detroit, Wayne MI 48214-3535 United States

Name of Facility	Address
MI 0037 - Sterling Heights Assembly Plant	38111 Van Dyke, Sterling Heights, Macomb MI 48312 United States
MI 0038 - Bernice-Father Kramer Lot	7291 Bernice, Center Line, Macomb MI 48015-1201 United States
MI 0038 - Center Line National PDC	26311 Lawrence Avenue, Center Line, Macomb MI 48015-1201 United States
MI 0039 - Sterling Stamping Plant	35777 Van Dyke, Sterling Heights, Macomb MI 48312 United States
MI 0044 - Detroit Warranty Return Center (DOW)	12501 Chrysler Drive, Detroit, Wayne MI 48288 United States
MI 0089 - Mack Avenue Engine Plant II	11570 East Warren Avenue, Detroit, Wayne MI 48214 United States
MI 0100 - Global Engine Manufacturing Alliance -World Engine Plant II	5800 N. Ann Arbor Road, Dundee, Monroe MI 48131 United States
MI 0100 - Global Engine Manufacturing Alliance - World Engine Plant I	5800 N. Ann Arbor Road, Dundee, Monroe MI 48131 United States
MI 0118 - Marysville Axle Plant	2900 Busha Highway, Marysville, St. Clair MI 48040-2439 United States
MI 0125 - Trenton Engine Plant II	2300 Van Horn Road, Trenton, Wayne MI 48183-4299 United States
NY 0004 - New York PDC	108 Route 303, Tappan, Rockland NY 10983 United States
OH 0005 - Toledo Machining Plant	8000 Chrysler Drive, Perrysburg, Wood OH 43551 United States
OH 0007 - Chrysler Transport (Toledo Truck Maintenance Facility)	5925 Hagman Road, Toledo, Lucas OH 43612 United States
OH 0009 - Toledo North Assembly Plant	4400 Chrysler Drive, Toledo Lucas OH 43657 United States
OH 0017 - Toledo Supplier Park	3800 Stickney Avenue, Toledo Lucas OH 43608 United States
WI 0004 - Milwaukee National PDC	3280 S. Clement Avenue, Milwaukee, Milwaukee WI 53207 United States
AZ2335 - Superstition Springs CJD	6130 E Auto Park Dr., Mesa, Arizona
CA2098 - Alhambra CDJR	1100 W. Main St., Alhambra, California
CA6762 - Former LaBrea CJD	401 S LaBrea, Los Angeles, California
CA6762 - Former LaBrea CJD	359 S LaBrea, Los Angeles, California
CA2580 - Motor Village of LA	2023-2025 South Figueroa Street, Los Angeles, California
CA2238 - Stevens Creek CJD	4100 Stevens Creek Blvd., San Jose, California
CA2957 - San Leandro CDJR	1444 Marina Blvd, San Leandro, California
CA2987 - Van Nuys CDJR	6110-6114 Van Nuys Blvd, Van Nuys, California
CO4121 - Brandon Dodge	5600 S. Broadway, Littleton, Colorado
CO4043 - Pro CJD	1800 W. 104th St., Thorton, Colorado

Name of Facility	Address
GA2465 - Gwinnett CDJR	5054 Highway 78, Stone Mountain, Georgia
MI2191 - Southfield CJD	28100 Telegraph Road, Southfield, Michigan
MS2775 - Joe Usry CJD	5395 I 55 N. Jackson, Mississippi
NY2564 - Manhattan CJD	678 11th Avenue, New York, New York
PA2755 - Barbera' s Autoland	7800-7810 E. Roosevelt Blvd., Philadelphia, Pennsylvania
SC2643 - Stateline CJD	800 Gold Hill Road, Fort Mill, South Carolina
TX2570 - Dallas CJD	11550 LBJ Freeway, Dallas, Texas
TX2705 - Grapevine CJD	2601 William D. Tate Ave. , Grapevine, Texas
TX2571 - McKinney CJD	700 South Central Expressway, McKinney, Texas
VA4026 - Safford FIAT of Tysons Corner	8448 Leesburg Pike, Vienna, Virginia

SCHEDULE 1.1G
Principal Trade Names

Chrysler
Chrysler-Chrysler 200
Chrysler-Chrysler 300
Chrysler-Town & Country
Dodge
Dodge-Challenger
Dodge-Charger
Dodge-Journey
Dodge-Grand Caravan
Jeep
Jeep-Cherokee
Jeep-Grand Cherokee
Jeep-Wrangler
Ram
MOPAR

No.	Mark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
1.	300S*	Chrysler Group LLC	Filed	77/ 948,602	3/2/2010		
2.	CHRYSLER 200*	Chrysler Group LLC	Filed	85/ 126,997	9/10/2010		
3.	CHRYSLER 200S*	Chrysler Group LLC	Filed	85/ 126,995	9/10/2010		
4.	CHRYSLER 300S*	Chrysler Group LLC	Filed	77/ 948,590	3/2/2010		
5.	300C	Chrysler Group LLC	Registered	78/ 187,511	11/21/ 2002	2,861,480	7/6/2004
6.	CARAVAN	Chrysler Group LLC	Registered	74/ 155,156	4/4/1991	1,668,437	12/17/ 1991
7.	CHALLENGER	Chrysler Group LLC	Registered	78/ 607,238	4/12/2005	3,538,635	11/25/ 2008
8.	CHARGER	Chrysler Group LLC	Registered	76/ 061,938	6/2/2000	2,985,653	8/16/2005
9.	CHRYSLER	Chrysler Group LLC	Registered	71/ 611,402	3/16/1951	570,186	2/10/1953
10.	CHRYSLER	Chrysler Group LLC	Registered	71/ 503,550	6/10/1946	428,619	3/25/1947
11.	CHRYSLER	Chrysler Group LLC	Registered	73/ 719,175	3/28/1988	1,513,942	11/22/ 1988
12.	CHRYSLER	Chrysler Group LLC	Registered	73/ 335,355	11/2/1981	1,263,266	1/3/1984
13.	DODGE	Chrysler Group LLC	Registered	73/ 304,566	4/6/1981	1,189,233	2/9/1982
14.	DODGE	Chrysler Group LLC	Registered	71/ 413,110	11/25/ 1938	364,669	2/7/1939
15.	DODGE	Chrysler Group LLC	Registered	71/ 611,404	3/16/1951	569,431	1/20/1953

16.	DODGE	Chrysler Group LLC	Registered	73/ 581,093	2/3/1986	1,409,844	9/16/1986
17.	GRAND CHEROKEE	Chrysler Group LLC	Registered	78/ 071,056	6/26/2001	2,704,632	4/8/2003
18.	JEEP	Chrysler Group LLC	Registered	71/ 458,520	2/13/1943	526,175	6/13/1950
19.	JOURNEY	Chrysler Group LLC	Registered	77/ 166,156	4/26/2007	3,521,504	10/21/ 2008
20.	MOPAR	Chrysler Group LLC	Registered	78/ 357,444	1/26/2004	2,994,481	9/13/2005
21.	MOPAR	Chrysler Group LLC	Registered	78/ 357,407	1/26/2004	2,983,053	8/9/2005
22.	MOPAR	Chrysler Group LLC	Registered	71/ 402,965	2/12/1938	363,794	1/10/1939
23.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 430,487	4/8/1940	380,680	8/27/1940
24.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 572,722	1/25/1949	538,078	2/20/1951
25.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 430,489	4/8/1940	380,217	8/13/1940
26.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 414,590	1/7/1939	372,338	10/31/ 1939
27.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 424,993	10/28/ 1939	383,304	12/3/1940
28.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 430,490	4/8/1940	380,681	8/27/1940
29.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 430,491	4/8/1940	383,585	12/17/ 1940
30.	MOPAR (Stylized)	Chrysler Group LLC	Registered	71/ 430,488	4/8/1940	383,143	11/26/ 1940
31.	RAM	Chrysler Group LLC	Registered	77/ 875,412	11/18/ 2009	3,806,969	6/22/2010
32.	TOWN AND COUNTRY	Chrysler Group LLC	Registered	71/ 605,145	10/19/ 1950	547,997	9/11/1951
33.	WRANGLER	Chrysler Group LLC	Registered	73/ 548,410	7/6/1985	1,557,843	9/26/1989

* Listed conditionally subject to registration by the United States Patent and Trademark Office.

SCHEDULE 3.2
Organizational and Capital Structure

Chrysler Group LLC Capital Structure

<u>Member</u>	<u>Number of Units Before Transactions</u>	<u>Percentage of Ownership Interest</u>	<u>Number of Units After Transactions</u>	<u>Percentage of Ownership Interest</u>
 Holders of Class B Units 				
Fiat North America LLC	200,000.00	30.0%	200,000.00	30.0%
 Holders of Class A Units 				
Fiat North America LLC			261,225.00	17.2%
United States Department of the Treasury	98,461.00	8.6%	98,461.00	6.5%
Canada CH Investment Corporation	24,615.00	2.2%	24,615.00	1.6%
 VEBA Holdcos: 				
UAW VEBA Holdco CH-00, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-01, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-02, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-03, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-04, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-05, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-06, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-07, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-08, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-09, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-10, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-11, LLC	54,153.92		54,153.92	
UAW VEBA Holdco CH-12, LLC	27,076.96		27,076.96	
Total for VEBA Holdcos:	676,924.00	59.2%	676,924.00	44.7%
TOTAL	<u>800,000 Class A</u>	100%	<u>1,061,225 Class A</u>	100%
	<u>200,000 Class B</u>		<u>200,000 Class B</u>	

Chrysler Group LLC Organizational Structure

Name of Entity:	Jurisdiction of		Ownership	
	Organization:	Owner(s)	Percentage	
0847574 B.C. Unlimited Liability Company	British Columbia	New CarCo Acquisition Canada Limited	100	%
AC Austro Car Handelsgesellschaft mbH & Co. OHG	Austria	Chrysler Austria Gesellschaft mbH	100	%
Alhambra Chrysler Jeep Dodge, Inc.	Delaware	Chrysler Group LLC	100	%
Auburn Hills Mezzanine LLC	Delaware	Chrysler Group Realty Company LLC	100	%
Auburn Hills Owner LLC	Delaware	Auburn Hills Mezzanine LLC	100	%
Autodie LLC	Delaware	Chrysler Group LLC	100	%
Banbury Road Motors Limited	UK	Chrysler UK Limited	100	%
Bessemer Chrysler Jeep Dodge, Inc.	Delaware	Chrysler Group LLC	100	%
CpK Interior Products Inc.	Canada	Chrysler Canada Inc.	100	%
Carco Intermediate Mexico LLC	Delaware	Chrysler Mexico Investment Holdings Cooperatie U.A.	100	%
CG Co-Issuer Inc.	Delaware	Chrysler Group LLC	100	%
Chrysler & Jeep Vertriebsgesellschaft mbH	Germany	Chrysler Deutschland GmbH	100	%
Chrysler (Hong Kong) Automotive Limited	Hong Kong	Chrysler Group LLC	100	%
Chrysler Argentina S.R.L.	Argentina	Chrysler Group LLC Chrysler Group Minority LLC	98	% 2%
Chrysler Asia Pacific Investment Co., Ltd.	China	Chrysler (Hong Kong) Automotive Limited	100	%
Chrysler Australia Pty Ltd.	Australia	Chrysler Group LLC	100	%
Chrysler Austria Gesellschaft mbH	Austria	Chrysler Deutschland GmbH	100	%
Chrysler Balkans d.o.o. Beograd	Serbia	Chrysler Group LLC	100	%
Chrysler Belgium Luxembourg NV/SA	Belgium	Chrysler Group LLC Chrysler Group Minority LLC	99.998	% .002%
Chrysler Canada Cash Services Inc.	Ontario	Chrysler Group LLC	100	%
Chrysler Canada Inc.	Canada	0847574 B.C. Unlimited Liability Company	100	%
Chrysler Cayman Investments Ltd.	Cayman Islands	Chrysler Group LLC	100	%
Chrysler Chile Importadora Limitada	Chile	Chrysler Group LLC Chrysler Group Minority LLC	99.99	% .01%
Chrysler Czech Republic s.r.o.	Czech Republic	Chrysler Group LLC Chrysler Group Minority LLC	99.9642	% .0358%
Chrysler Danmark ApS	Denmark	Chrysler Group LLC	100	%
Chrysler de Mexico, S.A. de C.V.	Mexico	Chrysler Mexico Holding S. De R.L. de C.V. Chrysler Group Minority LLC	99.96	% .04%
Chrysler de Venezuela LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Deutschland GmbH	Germany	Chrysler Group LLC	100	%
Chrysler Espana S.L.	Spain	Chrysler Group LLC	100	%
Chrysler France S.A.S.	France	Chrysler Group LLC	100	%
Chrysler Group (China) Sales Co., Limited	China	Chrysler (Hong Kong) Automotive Limited	100	%

Name of Entity:	Jurisdiction of		Ownership	
	Organization:	Owner(s)	Percentage	
Chrysler Group Dealer Capital LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group do Brasil Comercio de Veiculos Ltda.	Brazil	Chrysler Group LLC Chrysler Group Minority LLC	99.999997%	.000003%
Chrysler Group Dutch Operating LLC	Delaware	CNI CV	100	%
Chrysler Group Egypt Limited	Egypt	Chrysler Group LLC Chrysler Group Minority LLC	99	% 1%
Chrysler Group Global Electric Motorcars LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group International LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group International Services LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group Middle East FZ-LLC	Dubai	Chrysler Group International LLC	100	%
Chrysler Group Minority LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group NEV Service LLC	Delaware	Chrysler Group Global Electric Motorcars LLC	100	%
Chrysler Group Realty Company LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group Service Contracts LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group Taiwan Sales Ltd.	Taiwan	Chrysler Group LLC Hwa Chung Motor Company	51	% 49%
Chrysler Group Transport LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Group Vans LLC	Delaware	Chrysler Group LLC	100	%
Chrysler India Automotive Private Limited	India	Chrysler Netherlands Distribution B.V. Chrysler Group Dutch Operating LLC	99.99	% .01%
Chrysler International GmbH	Germany	Chrysler Group LLC	100	%
Chrysler Investment Holdings LLC	Delaware	Chrysler Group LLC	100	%
Chrysler Italia S.r.l.	Italy	Chrysler Group LLC	100	%
Chrysler Japan Co., Ltd.	Japan	Chrysler Group LLC	100	%
Chrysler Jeep International S.A.	Belgium	Chrysler Group LLC Chrysler Group Minority LLC	99.998	% .002%
Chrysler Jeep Ticaret, S.A.	Turkey	Chrysler Group LLC Third Parties	99.92	% .08%
Chrysler Korea Limited	Korea	Chrysler Group LLC	100	%
Chrysler Lease Receivables 1 Inc.	Canada	Chrysler Canada Inc.	100	%
Chrysler Lease Receivables 2 Inc.	Canada	Chrysler Canada Inc.	100	%
Chrysler Lease Receivables Limited Partnership	Ontario	Chrysler Canada Inc. Chrysler Lease Receivables 1 Inc. Chrysler Lease Receivables 2 Inc.	99.99	% .005% .005%
Chrysler Receivables 1 Inc.	Canada	Chrysler Canada Inc.	100	%
Chrysler Receivables 2 Inc.	Canada	Chrysler Canada Inc.	100	%
Chrysler Receivables Limited Partnership	Ontario	Chrysler Canada Inc. Chrysler Receivables 1 Inc. Chrysler Receivables 2 Inc.	99.99	% .005% .005%
Chrysler Management Austria GmbH	Austria	Chrysler Austria Gesellschaft mbH	100	%

Name of Entity:	Jurisdiction of Organization:	Owner(s)	Ownership Percentage
Chrysler Mexico Holding, S. de R.L. de C.V.	Mexico	Chrysler Mexico Investment Holdings Cooperatie U.A. Carco Intermediate Mexico LLC	99.99 % .01%
Chrysler Mexico Investment Holdings Cooperatie U.A.	Netherlands	Chrysler Investment Holdings LLC Chrysler Group Minority LLC	99.99 % .01%
Chrysler Nederland B.V.	Netherlands	Chrysler Group LLC	100 %
Chrysler Netherlands Distribution B.V.	Netherlands	Chrysler Netherlands Holding Cooperatie U.A.	100 %
Chrysler Netherlands Holding Cooperatie U.A.	Netherlands	CNI CV Chrysler Group Dutch Operating LLC	99 % 1%
Chrysler Polska sp.Z.o.o.	Poland	Chrysler Group LLC	100 %
Chrysler Russia SAO	Russia	Chrysler Group LLC Chrysler Group Minority LLC	99.9994 % .0006%
Chrysler South Africa (Pty) Ltd.	South Africa	Chrysler Group LLC	100 %
Chrysler South East Asia Pte. Ltd.	Singapore	Chrysler Group LLC	100 %
Chrysler Sweden AB	Sweden	Chrysler Group LLC	100 %
Chrysler Switzerland GmbH	Switzerland	Chrysler Group LLC	100 %
Chrysler UK Limited	UK	Chrysler Group LLC	100 %
Chrysler UK Pension Trustees Limited	UK	Chrysler UK Limited	100 %
CNI CV	Netherlands	Chrysler Group LLC Chrysler Group Minority LLC	99 % 1%
Downriver Dodge, Inc.	Delaware	Chrysler Group LLC	100 %
Fundacion Chrysler de Mexico, I.A.P.	Mexico	Chrysler de Mexico, S.A. de C.V.	100 %
Global Engine Manufacturing Alliance LLC	Delaware	Chrysler Group LLC	100 %
Gulfgate Dodge, Inc.	Delaware	Chrysler Group LLC	68.1 %
Gwinnett Automotive Inc.	Delaware	Chrysler Group LLC	74.97 %
La Brea Avenue Motors, Inc.	Delaware	Chrysler Group LLC	100 %
McKinney Dodge, Inc. d/b/a Dodge City of Mckinney	Delaware	Chrysler Group LLC	53.61 %
New CarCo Acquisition Canada Limited	Canada	New CarCo Acquisition Holdings Canada Limited	100 %
New CarCo Acquisition Holdings Canada Limited	Ontario	Chrysler Group LLC	100 %
North Tampa Chrysler Jeep Dodge, Inc.	Delaware	Chrysler Group LLC	83.4 %
Operadora G.C., S.A. de C.V.	Mexico	Chrysler Mexico Holding, S. De R.L. de C.V. Chrysler de Mexico S.A. de C.V.	99.999 % .001%
Superstition Springs Chrysler Jeep, Inc.	Delaware	Chrysler Group LLC	31.49 %
The Chrysler Foundation	Michigan	Chrysler Group LLC	100 %

SCHEDULE 4.3
Certain Consents, Authorizations, Filings and Notices

None.

SCHEDULE 4.5

Litigation

None.

SCHEDULE 4.13(a)
Subsidiary Guarantors and Pledged Equity

<u>Name of Entity:</u>	<u>Jurisdiction of Incorporation or Formation:</u>	<u>Percentage of Equity Interests owned by a Credit Party:</u>	<u>Percentage of Equity Interests Owned that are Pledged:</u>	<u>Owner of Equity Interests:</u>
Alhambra Chrysler Jeep Dodge, Inc.	Delaware	100 %	100 %	Chrysler Group LLC
Auburn Hills Mezzanine LLC	Delaware	100 %	100 %	Chrysler Group Realty Company LLC
Autodie LLC	Delaware	100 %	100 %	Chrysler Group LLC
Bessemer Chrysler Jeep Dodge, Inc.	Delaware	100 %	100 %	Chrysler Group LLC
CG Co-Issuer Inc.	Delaware	100 %	100 %	Chrysler Group LLC
Chrysler (Hong Kong) Automotive Limited	Hong Kong	100 %	65 %	Chrysler Group LLC
Chrysler Argentina S.R.L.	Argentina	98 %	65 %	Chrysler Group LLC
Chrysler Australia Pty Ltd.	Australia	100 %	65 %	Chrysler Group LLC
Chrysler Balkans d.o.o. Beograd	Serbia	100 %	65 %	Chrysler Group LLC
Chrysler Belgium Luxembourg NV/SA	Belgium	99.998 %	65 %	Chrysler Group LLC
Chrysler Canada Cash Services Inc.	Ontario	100 %	65 %	Chrysler Group LLC
Chrysler Cayman Investments Ltd.	Cayman Islands	100 %	100 %	Chrysler Group LLC
Chrysler Chile Importadora Limitada	Chile	99.99 %	100 %	Chrysler Group LLC
Chrysler Czech Republic s.r.o.	Czech Republic	99.9642 %	65 %	Chrysler Group LLC
Chrysler Danmark ApS	Denmark	100 %	65 %	Chrysler Group LLC
Chrysler de Venezuela LLC	Delaware	100 %	100 % ¹	Chrysler Group LLC
Chrysler Deutschland GmbH	Germany	100 %	65 %	Chrysler Group LLC
Chrysler Espana S.L.	Spain	100 %	65 %	Chrysler Group LLC
Chrysler France S.A.S.	France	100 %	65 %	Chrysler Group LLC
Chrysler Group Dealer Capital LLC	Delaware	100 %	100 %	Chrysler Group LLC
Chrysler Group do Brasil Comercio de Veiculos Ltda.	Brazil	99.999997%	65 %	Chrysler Group LLC
Chrysler Group Egypt Limited	Egypt	99 %	65 %	Chrysler Group LLC

¹ May change to 65% per Section 8.8(d).

Name of Entity:	Jurisdiction of Incorporation or Formation:	Percentage of Equity Interests owned by a Credit Party:		Percentage of Equity Interests Owned that are Pledged:		Owner of Equity Interests:
Chrysler Group Global Electric Motorcars LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler Group International LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler Group International Services LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler Group Middle East FZ-LLC	Dubai	100	%	65	%	Chrysler Group International LLC
Chrysler Group Realty Company LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler Group Service Contracts LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler Group Taiwan Sales Ltd.	Taiwan	51	%	0	%	Chrysler Group LLC
Chrysler Group Transport LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler Group Vans LLC	Delaware	100	%	100	%	Chrysler Group LLC
Chrysler International GmbH	Germany	100	%	65	%	Chrysler Group LLC
Chrysler Investment Holdings LLC	Delaware	100	%	0	%	Chrysler Group LLC
Chrysler Italia S.r.l.	Italy	100	%	65	%	Chrysler Group LLC
Chrysler Japan Co., Ltd.	Japan	100	%	65	%	Chrysler Group LLC
Chrysler Jeep International S.A.	Belgium	99.998	%	65	%	Chrysler Group LLC
Chrysler Jeep Ticaret, S.A.	Turkey	99.92	%	65	%	Chrysler Group LLC
Chrysler Korea Limited	Korea	100	%	65	%	Chrysler Group LLC
Chrysler Mexico Investment Holdings Cooperatie U.A.	Netherlands	0	%	65	%	Chrysler Investment Holdings LLC
Chrysler Nederland B.V.	Netherlands	100	%	65	%	Chrysler Group LLC
Chrysler Polska sp.Z.o.o.	Poland	100	%	65	%	Chrysler Group LLC
Chrysler Russia SAO	Russia	99.9994	%	65	%	Chrysler Group LLC
Chrysler South Africa (Pty) Ltd.	South Africa	100	%	65	%	Chrysler Group LLC
Chrysler South East Asia Pte. Ltd.	Singapore	100	%	65	%	Chrysler Group LLC
Chrysler Sweden AB	Sweden	100	%	65	%	Chrysler Group LLC
Chrysler Switzerland GmbH	Switzerland	100	%	65	%	Chrysler Group LLC
Chrysler UK Limited	UK	100	%	65	%	Chrysler Group LLC
CNI CV	Netherlands	99	%	65	%	Chrysler Group LLC
Downriver Dodge, Inc.	Delaware	100	%	100	%	Chrysler Group LLC

<u>Name of Entity:</u>	<u>Jurisdiction of Incorporation or Formation:</u>	<u>Percentage of Equity Interests owned by a Credit Party:</u>	<u>Percentage of Equity Interests Owned that are Pledged:</u>	<u>Owner of Equity Interests:</u>
Global Engine Manufacturing Alliance LLC	Delaware	100 %	100 %	Chrysler Group LLC
Gulfgate Dodge, Inc.	Delaware	68.1 %	100 %	Chrysler Group LLC
Gwinnett Automotive Inc.	Delaware	74.97 %	100 %	Chrysler Group LLC
La Brea Avenue Motors, Inc.	Delaware	100 %	100 %	Chrysler Group LLC
McKinney Dodge, Inc.	Delaware	53.61 %	100 %	Chrysler Group LLC
New CarCo Acquisition Holdings Canada Limited	Ontario	100 %	65 %	Chrysler Group LLC
North Tampa Chrysler Jeep Dodge, Inc.	Delaware	83.4 %	100 %	Chrysler Group LLC
Superstition Springs Chrysler Jeep, Inc.	Delaware	31.49 %	100 %	Chrysler Group LLC
The Chrysler Foundation	Michigan	100 %	100 %	Chrysler Group LLC

SCHEDULE 4.13(d)

Joint Ventures

<u>Name</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Joint Venture Subsidiary</u>	<u>Owner (Company or any of its Subsidiaries) of JV Subsidiary</u>
Chrysler Group Taiwan Sales Ltd.	Taiwan	Yes	Chrysler Group LLC owns 51%

SCHEDULE 4.14(a)
Financing Statement Filings

Credit Party

Filing Office

CG Co-Issuer Inc.	Delaware Secretary of State
Chrysler Group International LLC	Delaware Secretary of State
Chrysler Group International Services LLC	Delaware Secretary of State
Chrysler Group LLC	Delaware Secretary of State
Chrysler Group Realty Company LLC	Delaware Secretary of State
Chrysler Group Service Contracts LLC	Delaware Secretary of State
Chrysler Group Transport LLC	Delaware Secretary of State
Global Engine Manufacturing Alliance LLC	Delaware Secretary of State

SCHEDULE 4.14(b)(i)**Mortgage Filings**

<u>Owner and Name</u>	<u>State</u>	<u>County</u>
Chrysler Group LLC - Yucca Proving Grounds	AZ	Mohave County
Chrysler Group LLC - Atlanta PDC	GA	Clayton County
Chrysler Group LLC - Belvidere Assembly Plant Belvidere Sequencing Center	IL	Boone County
Chrysler Group LLC - Kokomo Transmission Plant Indiana Transmission Plant (Powertrain Plant, Indiana Transmission Plant II and excess land) Kokomo Casting Plant	IN	Howard County
Chrysler Group LLC - Boston PDC	MA	Bristol County
Chrysler Group LLC - Chelsea Proving Grounds	MI	Washtenaw County
Chrysler Group LLC - Chrysler Transport (Lynch Road Terminal)	MI	Wayne County
Chrysler Group LLC - Trenton Engine Plant Trenton Engine Plant II	MI	Wayne County
Chrysler Group LLC - Marysville National PDC	MI	St. Clair County
Chrysler Group LLC - Warren Truck Assembly Plant, DTE Substation Warren Stamping Plant	MI	Macomb County
Chrysler Group LLC - Mt. Elliott Tool & Die	MI	Wayne County
Chrysler Group LLC - Jefferson North Assembly Plant	MI	Wayne County
Chrysler Group LLC - Mack Avenue Engine Plant Mack Avenue Engine Plant II	MI	Wayne County
Chrysler Group LLC - Center Line National PDC Father Kramer Lot	MI	Macomb County
Chrysler Group LLC - Sterling Stamping Plant Sterling Heights Assembly Plant	MI	Macomb County
Conner Avenue Assembly (Viper) Plant	MI	Wayne County

<u>Owner and Name</u>	<u>State</u>	<u>County</u>
Chrysler Group LLC - Detroit Warranty Return Center (DOW)	MI	Wayne County
Chrysler Group LLC - Marysville Axle Plant	MI	St. Clair County
Chrysler Group LLC - New York PDC	NY	Rockland County
Chrysler Group LLC - Toledo Machining Plant	OH	Wood County
Chrysler Group LLC - Chrysler Transport (Toledo Truck Maintenance Facility)	OH	Lucas County
Chrysler Group LLC - Toledo North Assembly Plant Toledo Supplier Park	OH	Lucas County
Chrysler Group LLC - Milwaukee National PDC	WI	Milwaukee County
Global Engine Manufacturing Alliance World Engine Plant I and II	MI	Monroe County
Chrysler Group Realty Company LLC - Superstition Springs CJD	AZ	Maricopa County
Chrysler Group Realty Company LLC - Alhambra CDJR	CA	Los Angeles County
Chrysler Group Realty Company LLC - Former LaBrea CJD	CA	Los Angeles County
Chrysler Group Realty Company LLC - Former LaBrea CJD	CA	Los Angeles County
Chrysler Group Realty Company LLC - Motor Village of LA	CA	Los Angeles County
Chrysler Group Realty Company LLC - Stevens Creek CJD	CA	Santa Clara County
Chrysler Group Realty Company LLC - San Leandro CDJR	CA	Alameda County
Chrysler Group Realty Company LLC - Van Nuys CDJR	CA	Los Angeles County
Chrysler Group Realty Company LLC - Brandon Dodge	CO	Arapahoe County
Chrysler Group Realty Company LLC - Pro CJD	CO	Adams County
Chrysler Group Realty Company LLC - Gwinnett CDJR	GA	Fulton County
Chrysler Group Realty Company LLC - Southfield CJD	MI	Oakland County
Chrysler Group Realty Company LLC - Joe Usry CJD	MS	Hinds County
Chrysler Group Realty Company LLC - Manhattan CJD	NY	New York County

<u>Owner and Name</u>	<u>State</u>	<u>County</u>
Chrysler Group Realty Company LLC - Barbera' s Autoland	PA	Philadelphia County
Chrysler Group Realty Company LLC - Stateline CJD	SC	York County
Chrysler Group Realty Company LLC - Dallas CJD	TX	Dallas County
Chrysler Group Realty Company LLC - Grapevine CJD	TX	Tarrant County
Chrysler Group Realty Company LLC - McKinney CJD	TX	Collin County
Chrysler Group Realty Company LLC - Safford FIAT of Tysons Corner	VA	Fairfax County

SCHEDULE 4.14(b)(ii)**Real Property**

<u>Name of Property</u>	<u>Address</u>	<u>Owner</u>
AZ 0006 - Yucca Proving Grounds	1 E. Proving Ground Road, Yucca, Mohave AZ 86438 United States	Chrysler Group LLC
GA 0003 - Atlanta PDC	1149 Citizens Parkway, Morrow, Clayton GA 30260-2924 United States	Chrysler Group LLC
IL 0003 - Belvidere Assembly Plant	3000 W. Chrysler Drive, Belvidere, Boone IL 61008-6094 United States	Chrysler Group LLC
IL 0011 - Belvidere Sequencing Center	3142 Chrysler Drive, Belvidere, Boone IL 67008 United States	Chrysler Group LLC
IN 0002 - Kokomo Transmission Plant	2401 S. Reed Road, Kokomo, Howard IN 46902 United States	Chrysler Group LLC
IN 0005 -Indiana Transmission Plant II (and excess land)	3660 North U.S. Hwy 31, ITP II, Kokomo, Howard IN 46904 United States	Chrysler Group LLC
IN 0005 - Indiana Transmission Plant (Power Train Plant)	3660 North U.S. Hwy 31, Kokomo, Howard IN 46904 United States	Chrysler Group LLC
IN 0006 - Kokomo Casting Plant	1001 East Boulevard, Kokomo, Howard IN 46902-5740 United States	Chrysler Group LLC
MA 0003 - Boston PDC	550 Forbes Blvd., Mansfield, Bristol MA 02048-2038 United States	Chrysler Group LLC
MI 0013 - Conner Avenue Assembly (Viper) Plant	20000 Conner Avenue, Detroit, Wayne MI 48234 United States	Chrysler Group LLC
MI 0016 - Chelsea Proving Grounds	3700 South M-52, Chelsea, Washtenaw MI 48118 United States	Chrysler Group LLC
MI 0017 - Chrysler Transport (Lynch Road Terminal)	8555 Lynch Road, Detroit, Wayne MI 48234-4197 United States	Chrysler Group LLC
MI 0018 - Trenton Engine Plant	2000 Van Horn Road, Trenton, Wayne MI 48183-4299 United States	Chrysler Group LLC

<u>Name of Property</u>	<u>Address</u>	<u>Owner</u>
MI 0019 - Marysville National PDC	840 Huron Blvd., Marysville, St. Clair MI 48040-1462 United States	Chrysler Group LLC
MI 0024 - Warren Truck Assembly Plant (DTE Substation)	6301 E. 8 Mile Road, Warren, Macomb MI 48091 United States	Chrysler Group LLC
MI 0024 - Warren Truck Assembly Plant	21500 Mound Road, Warren, Macomb MI 48091 United States	Chrysler Group LLC
MI 0026 - Warren Stamping Plant	22800 Mound Road, Warren, Macomb MI 48091-2693 United States	Chrysler Group LLC
MI 0028 - Mt. Elliott Tool & Die Manufacturing Facility	3675 E. Outer Drive, Detroit, Wayne MI 48234 United States	Chrysler Group LLC
MI 0033 - Jefferson North Assembly Plant	2101 Conner, Detroit, Wayne MI 48215-2700 United States	Chrysler Group LLC
MI 0035 - Mack Avenue Engine Plant	11801 Mack Avenue, Detroit, Wayne MI 48214-3535 United States	Chrysler Group LLC
MI 0037 - Sterling Heights Assembly Plant	38111 Van Dyke, Sterling Heights, Macomb MI 48312 United States	Chrysler Group LLC
MI 0038 - Bernice-Father Kramer Lot	7291 Bernice Center Line, Macomb MI 48015-1201 United States	Chrysler Group LLC
MI 0038 - Center Line National PDC	26311 Lawrence Avenue, Center Line, Macomb MI 48015-1201 United States	Chrysler Group LLC
MI 0039 - Sterling Stamping Plant	35777 Van Dyke, Sterling Heights, Macomb MI 48312 United States	Chrysler Group LLC
MI 0044 - Detroit Warranty Return Center (DOW)	12501 Chrysler Drive, Detroit, Wayne MI 48288 United States	Chrysler Group LLC
MI 0089 - Mack Avenue Engine Plant II	11570 East Warren Avenue, Detroit, Wayne MI 48214 United States	Chrysler Group LLC
MI 0100 - Global Engine Manufacturing Alliance -World Engine Plant II	5800 N. Ann Arbor Road, Dundee, Monroe MI 48131 United States	Global Engine Manufacturing Alliance LLC

<u>Name of Property</u>	<u>Address</u>	<u>Owner</u>
MI 0100 - Global Engine Manufacturing Alliance - World Engine Plant I	5800 N. Ann Arbor Road, Dundee, Monroe MI 48131 United States	Global Engine Manufacturing Alliance LLC
MI 0118 - Marysville Axle Plant	2900 Busha Highway, Marysville, St. Clair MI 48040-2439 United States	Chrysler Group LLC
MI 0125 - Trenton Engine Plant II	2300 Van Horn Road, Trenton, Wayne MI 48183-4299 United States	Chrysler Group LLC
NY 0004 - New York PDC	108 Route 303, Tappan, Rockland NY 10983 United States	Chrysler Group LLC
OH 0005 - Toledo Machining Plant	8000 Chrysler Drive, Perrysburg, Wood OH 43551 United States	Chrysler Group LLC
OH 0007 - Chrysler Transport (Toledo Truck Maintenance Facility)	5925 Hagman Road, Toledo, Lucas OH 43612 United States	Chrysler Group LLC
OH 0009 - Toledo North Assembly Plant	4400 Chrysler Drive, Toledo Lucas OH 43657 United States	Chrysler Group LLC
OH 0017 - Toledo Supplier Park	3800 Stickney Avenue, Toledo Lucas OH 43608 United States	Chrysler Group LLC
WI 0004 - Milwaukee National PDC	3280 S. Clement Avenue, Milwaukee, Milwaukee WI 53207 United States	Chrysler Group LLC
AZ2335 - Superstition Springs CJD	6130 E Auto Park Dr., Mesa, Arizona	Chrysler Group Realty Company LLC
CA2098 - Alhambra CDJR	1100 W. Main St., Alhambra, California	Chrysler Group Realty Company LLC
CA6762 - Former LaBrea CJD	401 S LaBrea, Los Angeles, California	Chrysler Group Realty Company LLC
CA6762 - Former LaBrea CJD	359 S LaBrea, Los Angeles, California	Chrysler Group Realty Company LLC
CA2580 - Motor Village of LA	2023-2025 South Figueroa Street, Los Angeles, California	Chrysler Group Realty Company LLC
CA2238 - Stevens Creek CJD	4100 Stevens Creek Blvd., San Jose, California	Chrysler Group Realty Company LLC
CA2957 - San Leandro CDJR	1444 Marina Blvd, San Leandro, California	Chrysler Group Realty Company LLC

<u>Name of Property</u>	<u>Address</u>	<u>Owner</u>
CO4121 - Brandon Dodge	5600 S. Broadway, Littleton, Colorado	Chrysler Group Realty Company LLC
CO4043 - Pro CJD	1800 W. 104th St., Thorton, Colorado	Chrysler Group Realty Company LLC
GA2465 - Gwinnet CDJR	5054 Highway 78, Stone Mountain, Georgia	Chrysler Group Realty Company LLC
MI2191 - Southfield CJD	28100 Telegraph Road, Southfield, Michigan	Chrysler Group Realty Company LLC
MS2775 - Joe Usry CJD	5395 I 55 N, Jackson, Mississippi	Chrysler Group Realty Company LLC
NY2564 - Manhattan CJD	678 11th Avenue, New York, New York	Chrysler Group Realty Company LLC
PA2755 - Barbera' s Autoland	7800-7810 E. Roosevelt Blvd., Philadelphia, Pennsylvania	Chrysler Group Realty Company LLC
SC2643 - Stateline CJD	800 Gold Hill Road, Fort Mill, South Carolina	Chrysler Group Realty Company LLC
TX2570 - Dallas CJD	11550 LBJ Freeway, Dallas, Texas	Chrysler Group Realty Company LLC
TX2705 - Grapevine CJD	2601 William D. Tate Ave., Grapevine, Texas	Chrysler Group Realty Company LLC
TX2571 - McKinney CJD	700 South Central Expressway, McKinney, Texas	Chrysler Group Realty Company LLC
VA4026 - Safford FIAT of Tysons Corner	8448 Leesburg Pike, Vienna, Virginia	Chrysler Group Realty Company LLC

SCHEDULE 4.17

Tax Matters

Federal and State and Local Current, Pending, Threatened Audits, Examinations or Claims

<u>Entity</u>	<u>Tax</u>	<u>Jurisdiction</u>	<u>Year</u>
Chrysler Group LLC	U.S. Partnership Return	U.S.	June 10 to December 31, 2010

There are no State & Local income tax current, pending, threatened audits, examinations or claims.

Indirect Tax Current, Pending, Threatened Audits, Examinations or Claims

<u>Entity</u>	<u>Tax</u>	<u>Jurisdiction</u>
Global Engine Manufacturing Alliance LLC	Sales & Use	Michigan
Global Engine Manufacturing Alliance LLC	Sales & Use	Michigan
Chrysler Group LLC	Sales & Use	Connecticut
Chrysler Group LLC	Personal Property	Detroit, MI
Chrysler Group LLC	Personal Property	Sterling Heights, MI
Chrysler Group LLC	Personal Property	Trenton, MI
Chrysler Group LLC	Real Property	Detroit, MI
Chrysler Group LLC	Real Property	Toledo, OH
Chrysler Group LLC	Real Property	Marysville, MI
Chrysler Group LLC	Personal Property	Kokomo, IN
Chrysler Group LLC	Real Property	Kokomo, IN
Chrysler Group LLC	Real Property	East Syracuse, NY
Chrysler Group Realty LLC	Real Property	San Jose, CA
Chrysler Group Realty LLC	Real Property	Hayward, CA
Chrysler Group Realty LLC	Real Property	San Leandro, CA
Chrysler Group Realty LLC	Real Property	Huntington Beach, CA
Chrysler Group Realty LLC	Real Property	San Rafael, CA
Chrysler Group Realty LLC	Real Property	Ventura, CA
Chrysler Group Realty LLC	Real Property	New York, NY
Chrysler Group Realty LLC	Real Property	Pasadena, TX

International Current, Pending, Threatened Audits, Examinations or Claims

<u>Entity</u>	<u>Tax</u>	<u>Jurisdiction</u>	<u>Year(s)</u>
Chrysler Canada Inc.	Income Tax	Canada	1996 to 8/3/07*
Chrysler Canada Inc.	Income Tax	Canada	2006 & 2007
Chrysler Canada Inc.	Income Tax	Canada	6/10/09 to 2014 APA**
Chrysler Deutschland GmbH	Customs Duties	Germany	2001 to 2008

Chrysler Deutschland GmbH	Income Tax	Germany	2001 to 2007
Chrysler Korea Ltd.	Income Tax	Korea	2005 to 2009
Chrysler de Mexico S.A.	Income Tax	Mexico	2005

* Transfer pricing competent authority settlement completely indemnified by Daimler to Chrysler Canada Inc.

** APA - Advanced Pricing Agreement

SCHEDULE 5.7(k)
Post-Closing Deliverables

Delivery of an original stock certificate and an instrument of transfer for CG Co-Issuer Inc., to be delivered within five Business Days after the Closing Date.

Delivery of an original stock certificate and an instrument of transfer for Gwinnett Automotive Inc., to be delivered within 30 days after the Closing Date.

Delivery of required counterpart signature pages of Chrysler Group LLC and certain of its Subsidiaries to the Global Intercompany Note and Allonge, to be delivered within 30 days after the Closing Date.

Use of commercially reasonable efforts to deliver either (i) an Amended and Restated General Security Agreement granted by Chrysler Canada Cash Services Inc. (“**Cashco**”) in favor of Chrysler Group LLC, and related PPSA filings in Ontario in respect of the Collateral Agent’s security interest therein, or (ii) a transfer by Cashco to Chrysler Group LLC of existing Deposit Accounts maintained by Chrysler Group LLC at Royal Bank of Canada and a Control Agreement as may be required under the Credit Agreement, in either case to be delivered within 60 days after the Closing Date.

Completion of PPSA filings in Ontario and Quebec to perfect the Collateral Agent’s security interest in any tangible personal property of Chrysler Group LLC or any other Grantor in the Provinces of Ontario or Quebec and delivery of a Quebec movable hypothec, if necessary, and a written legal opinion of McCarthy Tétrault LLP, Canadian counsel to the Company, to be delivered within 30 days after the Closing Date.

To the extent not delivered on the Closing Date, the Company shall deliver or cause to be delivered to Fidelity National Title Insurance Company for recording at the cost and expense of the Company, releases of any assignments of leases and rents of record in favor of the United States Department of the Treasury encumbering property of the Company, which releases shall be executed and acknowledged by the secured parties under such instruments, in recordable form, and otherwise shall be reasonably satisfactory to the Collateral Agent, to be completed within 60 days after the Closing Date.

Use of commercially reasonable efforts to execute and deliver one or more Control Agreements with respect to certain money market funds or other securities held by Chrysler Group LLC at accounts established by JPMorgan, in form and substance reasonably satisfactory to the Collateral Agent.

Execution, delivery and, to the extent necessary, local registration or notarization of a Quota Pledge Agreement with respect to the Equity Interests in Chrysler Group do Brasil Comércio de Veículos Ltda. owned by any Grantor, together with all documents ancillary thereto, and delivery of a favorable written legal opinion of Brazilian counsel, in each case in form and substance reasonably satisfactory to the Collateral Agent.

Execution, delivery and, to the extent necessary, local registration or notarization of a Share Pledge Agreement with respect to the Equity Interests in Chrysler Japan Co., Ltd. owned by any Grantor, together with all documents ancillary thereto, and delivery of a favorable written legal opinion of Japanese counsel, in each case in form and substance reasonably satisfactory to the Collateral Agent.

Execution, delivery and, to the extent necessary, local registration or notarization of a Foreign Pledge Agreement with respect to the Equity Interests in Chrysler Group Egypt Limited owned by any Grantor, together with all documents ancillary thereto, and delivery of a favorable written legal opinion of Egyptian counsel, in each case in form and substance reasonably satisfactory to the Collateral Agent.

Execution, delivery and, to the extent necessary, local registration or notarization of a Quota Pledge Agreement with respect to the Equity Interests in Chrysler Argentina S.R.L., together with all documents ancillary thereto, and delivery of a favorable written legal opinion of Argentinian counsel, in each case in form and substance reasonably satisfactory to the Collateral Agent.

Execution, delivery and, to the extent necessary, local registration or notarization of a Quota Pledge Agreement with respect to the Equity Interests in Chrysler Korea Ltd., together with all documents ancillary thereto, and delivery of a favorable written legal opinion of Korean counsel, in each case in form and substance reasonably satisfactory to the Collateral Agent.

Execution, delivery and, to the extent necessary, local registration or notarization of a Quota Pledge Agreement with respect to the Equity Interests in Chrysler International GmbH, together with all documents ancillary thereto, and delivery of a favorable written legal opinion of Argentinian counsel, in each case in form and substance reasonably satisfactory to the Collateral Agent.

To the extent certificated, delivery of an original stock certificate and an instrument of transfer with respect to 100% of the non-Voting Equity Interests (if any) and 65% of the Voting Equity Interests in each of the following Foreign Subsidiaries: (i) Chrysler Czech Republic s.r.o., (ii) Chrysler Canada Cash Services Inc., (iii) Chrysler Deutschland GmbH, (iv) Chrysler UK Limited, (v) Chrysler Italia S.r.l., (vi) Chrysler France SAS, (vii) Chrysler South East Asia Pte. Ltd., (viii) Chrysler España S.L., (ix) Chrysler Belgium Luxembourg S.A., (x) Chrysler Danmark ApS, (xi) Chrysler Jeep Ticaret S.A., (xii) Chrysler Group Middle East FZ-LLC, (xiii) Chrysler Group Taiwan Sales Ltd., (xiv) Chrysler Nederland B.V., (xv) Chrysler Polska Sp. z o.o., (xvi) Chrysler Sweden AB, (xvii) Chrysler Switzerland GmbH, (xviii) Chrysler Balkans d.o.o. Beograd and (xix) Chrysler Cayman Investments Ltd.

Use of commercially reasonable efforts to execute and deliver one or more Control Agreement with respect to deposit accounts or securities accounts held by any Grantor at accounts established by JPMorgan Chase Bank, N.A. or any of its affiliates in any jurisdiction outside of the United States of America, in form and substance reasonably satisfactory to the Collateral Agent.

It is understood and agreed that any obligation to deliver any Collateral in respect of foreign assets held by any Credit Party shall be qualified by reference to a commercially reasonable efforts standard.

SCHEDULE 6.6
Fundamental Changes

Sales by Chrysler Group LLC or any of its respective Affiliates or joint ventures to Fiat Group Automobiles S.p.A. (“FGA”), or any of its respective Affiliates or joint ventures, of all or substantially all of the assets or Equity Interests in one or more Chrysler Group National Sales Companies (“NSCs”) located outside of NAFTA, including but not limited to the NSCs in Europe, so long as at the time of such sale the NSC has ceased operations and does not have any material assets other than cash. In advance of any such sale, Chrysler may contribute the Equity Interests of any NSC into any other NSC and/or merge any one or more NSCs into any one or more NSCs.

Any one or more of (i) the conversion of Chrysler de Venezuela LLC to a 956 Subsidiary, (ii) the transfer of substantially all of the assets of Chrysler de Venezuela LLC to a 956 Subsidiary (with Chrysler de Venezuela LLC becoming a Transparent Subsidiary or being dissolved), or (iii) the transfer of substantially all of the Equity Interests in Chrysler de Venezuela LLC to a 956 Subsidiary.

SCHEDULE 9.1

Notices

Credit Parties:

Chrysler Group LLC
1000 Chrysler Drive
CIMS 485-14-96
Auburn Hills, MI 48326
Attention: General Counsel
Telecopy: 248-512-1772

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Scott D. Miller/Christopher L. Mann
Telecopy: +1-650-461-5777
Telephone: +1-212-558-4000

Administrative Agent:

388 Greenwich Street, 34th Floor
New York, NY 10013
Attention: Sarah Turner
Telephone: (212) 816-2933
Fax: (646) 291-1794

Issuing Bank:

388 Greenwich Street, 34th Floor
New York, NY 10013
Attention: Sarah Turner
Telephone: (212) 816-2933
Fax: (646) 291-1794

Collateral Agent:

388 Greenwich Street, 14th Floor
New York, NY 10013
Attention: Miriam Molina
Telephone: (212) 816-5576
Fax: (212) 816-5530

INDENTURE

Dated as of May 24, 2011

among

CHRYSLER GROUP LLC

and

CG CO-ISSUER INC.

as the Issuers,

EACH OF THE GUARANTORS PARTY HERETO,

WILMINGTON TRUST FSB,

as Trustee

and

CITIBANK, N.A.,

as Collateral Agent, Paying Agent, Registrar and Authenticating Agent

8% SECURED SENIOR NOTES DUE 2019

8 1/4% SECURED SENIOR NOTES DUE 2021

CROSS-REFERENCE TABLE

TIA <u>Section</u>	Indenture <u>Section</u>
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(b)	7.08; 7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.05
(b)	N.A.
(c)	N.A.
313(a)	N.A.
(b)(1)	N.A.
(b)(2)	N.A.
(c)	12.02
(d)	N.A.
314(a)	4.02
(b)	N.A.
(c)(1)	12.04
(c)(2)	12.04
(c)(3)	N.A.
(d)	11.02
(e)	12.05

(f)	4.07
315(a)	7.01
(b)	7.05; 12.02
(c)	7.01
(d)	7.01
(e)	6.13
316(a)(a)(1)(A)	6.06
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.08
317(a)(1)	6.09
(a)(2)	6.11
(b)	2.04
318(a)	N.A.

N.A. means Not Applicable.

Note: This Cross-Reference Table shall not, for any purpose, be deemed to be part of the Indenture.

ARTICLE I

Definitions and Incorporation by Reference

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INDENTURE, dated as of May 24, 2011, among Chrysler Group LLC, a Delaware limited liability company, CG Co-Issuer Inc., a Delaware corporation and wholly owned subsidiary of the Company, and each of the Guarantors (as defined below) listed on the signature pages hereto, Wilmington Trust FSB, a federal savings bank, as Trustee, and Citibank, N.A., a national banking association, as Collateral Agent, Paying Agent, Registrar and Authenticating Agent.

W I T N E S S E T H

WHEREAS, the Issuers (as defined below) have duly authorized the creation of an issue of \$1,500,000,000 aggregate principal amount of 8% Secured Senior Notes due 2019 (the "Initial 2019 Notes") and \$1,700,000,000 aggregate principal amount of 8 1/4% Secured Senior Notes due 2021 (the "Initial 2021 Notes" and, together with the Initial 2019 Notes, the "Initial Notes"); and

WHEREAS, the Issuers and the Guarantors have duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, the Issuers, the Guarantors, the Trustee and the Collateral Agent, Paying Agent, Registrar and Authenticating Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes (as defined below).

ARTICLE I

Definitions and Incorporation by Reference

SECTION 1.01. Definitions.

"2019 Notes" means the Initial 2019 Notes and the Additional 2019 Notes.

"2021 Notes" means the Initial 2021 Notes and the Additional 2021 Notes.

"2019 Exchange Notes" means (1) the 8% Secured Senior Notes Due 2019 issued pursuant to this Indenture in connection with a Registered Exchange Offer pursuant to any Registration Rights Agreement and (2) Additional 2019 Notes, if any, issued pursuant to a registration statement filed with the SEC under the Securities Act.

"2021 Exchange Notes" means (1) the 8 1/4% Secured Senior Notes Due 2021 issued pursuant to this Indenture in connection with a Registered Exchange Offer pursuant to any Registration Rights Agreement and (2) Additional 2021 Notes, if any, issued pursuant to a registration statement filed with the SEC under the Securities Act.

"Additional 2019 Notes" means 2019 Notes issued under this Indenture after the Issue Date and in compliance with Section 2.13, it being understood that any 2019 Notes issued in exchange for or replacement of any Initial 2019 Note issued on the Issue Date shall not be an Additional 2019 Notes, including any such Note issued pursuant to a Registration Rights Agreement.

“Additional 2021 Notes” means 2021 Notes issued under this Indenture after the Issue Date and in compliance with Section 2.13, it being understood that any 2021 Notes issued in exchange for or replacement of any Initial 2021 Note issued on the Issue Date shall not be an Additional 2021 Note, including any such Note issued pursuant to a Registration Rights Agreement.

“Additional Notes” means the Additional 2019 Notes and the Additional 2021 Notes.

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that for purposes of Section 4.05(b), the term “Affiliate” also means any Person that is a director or an executive officer of the Person specified. For all purposes under this Indenture, none of (i) the Government of the United States (or any branch or agency thereof), (ii) Canada CH Investment Corporation, or (iii) the VEBA Trust shall be considered an affiliate of the Issuers or any of their respective Subsidiaries.

“Agent” means any Collateral Agent, Registrar, Authenticating Agent or Paying Agent and any of their respective successors, assigns and validly appointed replacements.

“Applicable Premium” means, with respect to any Note on any Redemption Date, the greater of:

(a) 1.0% of the principal amount of such Note on such Redemption Date; and

(b) (i) in the case of any 2019 Note, the excess, if any, of (A) the present value at such Redemption Date of (x) the redemption price of such Note at June 15, 2015 (such redemption price being set forth in the table appearing in paragraph 5 of the applicable Note), plus (y) all required remaining interest payments due on such Note through June 15, 2015 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over (B) the principal amount of such Note on such Redemption Date, and (ii) in the case of any 2021 Note, the excess, if any, of (A) the present value at such Redemption Date of (x) the redemption price of such Note at June 15, 2016 (such redemption price being set forth in the table appearing in paragraph 5 of the applicable Note), plus (y) all required remaining interest payments due on such Note through June 15, 2016 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over (B) the principal amount of such Note on such Redemption Date.

“Asset Sale” means:

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of the Company or any of its Restricted Subsidiaries (each referred to in this definition and in Section 4.04 as a “disposition”); or

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions;

in each case, other than:

(a) any disposition of Cash Equivalents or Investment Grade Securities, in each case without giving effect to any limitations with regard to the currencies specified in such definitions;

(b) any disposition of obsolete or worn out property or assets or assets at the end of their useful lives in the ordinary course of business, including leases with respect to facilities that are temporarily not in use or pending their disposition;

(c) any disposition of inventory or goods (or other assets) held for sale or no longer used or useful in the operation of the business;

(d) (i) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to Section 5.01 or (ii) any disposition that constitutes a Change of Control pursuant to this Indenture;

(e) the making of any Restricted Payment that is permitted to be made, and is made, under Section 4.03;

(f) any disposition of property or assets or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of related transactions with an aggregate fair market value of less than \$150.0 million;

(g) any disposition of property or assets of the Company or any Restricted Subsidiary or issuance of securities by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to another Restricted Subsidiary;

(h) any disposition of property or assets of the Company or any Restricted Subsidiary to any joint venture in which the Company or any Restricted Subsidiary has an Equity Interest; provided, however, that the aggregate fair market value of all dispositions made pursuant to this clause (h) shall not exceed \$750.0 million;

(i) to the extent allowable under Section 1031 of the Code, any exchange of like property or assets (excluding any boot thereon) for use in a Similar Business;

(j) the sale, lease, assignment, sub-lease, license or sub-license or other disposition of any real or personal property in the ordinary course of business;

(k) any issuance or sale or other disposition of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary or any joint venture in accordance with the applicable joint venture agreement;

(l) foreclosures, condemnation, expropriation or any similar action with respect to assets or the granting of Liens not prohibited by this Indenture;

(m) any financing transaction with respect to property built or acquired by the Company or any Restricted Subsidiary after the Issue Date, including Sale and Lease-Back Transactions permitted by this Indenture;

(n) sales of accounts receivable in connection with the collection, settlement or compromise thereof or of lease receivables in the ordinary course of business;

(o) sales or transfers of accounts receivable and related assets in factoring, receivables financing or similar transactions;

(p) any exchange of assets for assets (including a combination of assets and Cash Equivalents) related to a Similar Business of comparable or greater value or usefulness to the business of the Company and its Restricted Subsidiaries as a whole, as determined in good faith by the Company, which, in the case of an exchange of assets with a fair value in excess of \$500.0 million, shall be determined in good faith by the Board of Directors;

(q) the abandonment of intellectual property rights in the ordinary course of business, which in the good faith determination of the Company are not material to the conduct of the business of the Company and its Restricted Subsidiaries taken as a whole;

(r) voluntary terminations or unwindings of any Hedging Obligations;

(s) the licensing or sub-licensing of intellectual property or other general intangibles in the ordinary course of business;

(t) the licensing of trade names for use in other industries;

(u) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or other litigation claims in the ordinary course of business; and

(v) the issuance of directors' qualifying shares and shares issued to foreign nationals as required by applicable law.

“Attributable Debt” means, in respect of a Sale and Lease-Back Transaction, as at the time of determination, the present value (discounted at the interest rate borne by (i) the 2019 Notes, in the case of the 2019 Notes, and (ii) the 2021 Notes, in the case of the 2021 Notes, in each case compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Lease-Back Transaction (including any period for which such lease has been extended); provided, however, that if such Sale and Lease-Back Transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of “Capitalized Lease Obligation”.

“ATVM Assets” means equipment and fixtures (as such terms are defined in the UCC as in effect in the State of New York), improvements to real properties, and other property (whether tangible or intangible) that under the EISA, and the rules and regulations of the DOE, are eligible for financing under the ATVM Program.

“ATVM Program” means the DOE’s Advanced Technology Vehicles Manufacturing Incentive Program authorized by Section 136 of the EISA.

“Bankruptcy Law” means each of the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, from time to time, or any successor statute, and any other federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law.

“Board of Directors” means the Board of Directors of the Company.

“Business Day” means each day which is not a Saturday, a Sunday or another day on which commercial banking institutions are authorized or obligated to be closed in the State of New York.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock or shares in the capital of such corporation;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

“Capitalized Lease” means a lease required to be capitalized for financial reporting purposes in accordance with GAAP; provided, however, that take or pay obligations in supply arrangements shall be deemed not to be a Capitalized Lease for any purpose under this Indenture.

“Capitalized Lease Obligation” means, at any time of determination, the amount of the liability in respect of a Capitalized Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP; provided, however, that any obligations of the Company and any Restricted Subsidiary that are not characterized as, or would not be of the type to be characterized as, Capitalized Leases under GAAP as of the Issue Date shall not be treated as Capitalized Lease Obligations for any purposes under this Indenture and shall be treated as operating leases for all purposes.

“Cash Equivalents” means:

- (1) United States dollars;
- (2) (a) Canadian dollars, pounds sterling, Swiss franc, Japanese yen, euro, or any national currency of any participating member state of the EMU; or
(b) in the case of the Company or a Restricted Subsidiary, such currencies held by it from time to time in the ordinary course of business;
- (3) securities issued or directly and fully and unconditionally guaranteed or insured by the U.S., Canadian, United Kingdom, Swiss or Japanese government or any country that is a member state of the EMU or any agency or instrumentality thereof in each case maturing not more than two years from the date of acquisition;
- (4) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus of not less than \$500.0 million in the case of U.S. banks and \$250.0 million (or the U.S. dollar equivalent as of the date of determination) in the case of non-U.S. banks;
- (5) repurchase obligations for underlying securities of the types described in clauses (3) and (4) entered into with any financial institution, or broker-dealer affiliate thereof, meeting the qualifications specified in clause (4) above;
- (6) commercial paper rated at least P-1 by Moody’ s or at least A-1 by S&P and in each case maturing within 24 months after the date of creation thereof;
- (7) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody’ s or S&P, respectively (or, if at any time neither Moody’ s nor S&P shall be rating such obligations, an equivalent rating from another Rating Agency) and in each case maturing within 24 months after the date of creation thereof;
- (8) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody’ s or S&P with maturities of 24 months or less from the date of acquisition;
- (9) Indebtedness or Preferred Stock issued by Persons with a rating of “A” or higher from S&P or “A2” or higher from Moody’ s with maturities of 24 months or less from the date of acquisition;
- (10) Investments with average maturities of 24 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody’ s;
- (11) instruments equivalent to those referred to in clauses (1) to (10) above comparable in credit quality and tenor to any of those referred to above or denominated

in any currency customarily used by corporations for operations or cash management purposes in any jurisdiction outside the United States to the extent reasonably related to any business conducted by the Company or any of its Restricted Subsidiaries and not for speculative purposes; and

(12) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (11) above.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above; provided, however, that such amounts are converted into any currency listed in clauses (1) and (2) as promptly as practicable and in any event within thirty Business Days following the receipt of such amounts.

“Cash Management Obligations” means cash management obligations (including banking, cash management, automated clearinghouse, custody and other similar services and company paid credit cards) of the Company or any of its Subsidiaries that are owed to the administrative agent, the arrangers, any lender or any affiliate of the administrative agent, the arrangers or any lender under the Senior Credit Facilities and that are agreed by the Company and the relevant counterparty to be secured.

“Change of Control” means the occurrence of any of the following after the Issue Date:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, directly or indirectly, to any Person other than a Permitted Holder;

(2) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, or any successor provision), other than Permitted Holders, shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, in one or a series of related transactions, the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, or any successor provision), directly or indirectly, of more than 50% of the outstanding Voting Stock of the Company; or

(3) the Board of Directors shall cease to consist of a majority of Continuing Directors.

“Change of Control Event” means the occurrence of a Change of Control and a Rating Decline.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor thereto.

“Co-Issuer” means CG Co-Issuer Inc., a Delaware corporation and wholly owned Subsidiary of the Company, and any successor in interest thereto.

“Collateral” means all property subject or purported to be subject, from time to time, to a Lien under any Security Document.

“Collateral Agent” means the party named as such in this Indenture, together with its successors, assigns and validly appointed replacements.

“Company” means Chrysler Group LLC, a Delaware limited liability company, and any of its successors and assigns.

“Consolidated Current Liabilities” means, as of the date of determination, the aggregate amount of liabilities of the Company and its consolidated Restricted Subsidiaries which may properly be classified as current liabilities (including taxes accrued as estimated), as reflected on the consolidated balance sheet of the Company and its consolidated Restricted Subsidiaries as of the most recently ended fiscal quarter for which internal financial statements are available, determined on a consolidated basis and otherwise determined in accordance with GAAP, after eliminating:

- (1) all intercompany items between the Company and any Restricted Subsidiary; and
- (2) all current maturities of long-term Indebtedness, all as determined in accordance with GAAP.

“Consolidated Interest Expense” means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (c) non-cash interest expense, (d) the interest component of Capitalized Lease Obligations, and (e) net payments, if any made (less net payments, if any, received), pursuant to interest rate Hedging Obligations with respect to Indebtedness); plus

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; plus

(3) dividends accrued in respect of all Disqualified Stock of the Company and all Preferred Stock of any Restricted Subsidiary, in each case, held by Persons other than the Company or a Wholly Owned Subsidiary (other than dividends payable solely in Capital Stock (other than Disqualified Stock) of the Company); provided, however, that such dividends will be multiplied by a fraction, the numerator of which is one and the denominator of which is one minus the effective combined tax rate of the issuer of such Preferred Stock (expressed as a decimal) for such period (as estimated by the chief financial officer of the Company in good faith).

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate determined by the Company in good faith to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

“Consolidated Net Income” means, with respect to any Person for any period, the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; provided, however, that, without duplication,

(1) any net after-tax effect of extraordinary, non-recurring or unusual gains or losses shall be excluded,

(2) the cumulative effect of a change in accounting principles during such period shall be excluded,

(3) any net after-tax effect of income (loss) from disposed or discontinued operations to the extent included in discontinued operations prior to consummation of the disposition thereof) and any net after-tax gains or losses on disposal of disposed, abandoned or discontinued operations shall be excluded,

(4) any net after-tax effect of gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions other than in the ordinary course of business, as determined in good faith by the Company, shall be excluded, and

(5) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; provided, however, that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments that are actually paid in Cash Equivalents (or to the extent converted into Cash Equivalents) to such Person or a Subsidiary thereof that is the Company or a Restricted Subsidiary in respect of such period.

Notwithstanding the foregoing, for the purpose of Section 4.03 only (other than clause (a)(2)(C)(iv) or (a)(2)(C)(v) of Section 4.03 hereof), there shall be excluded from Consolidated Net Income any income arising from any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, only to the extent such amounts have increased the amount of Restricted Payments permitted under such Section pursuant to clause (a)(2)(C)(iv) or (a)(2)(C)(v) of Section 4.03 hereof.

“Consolidated Net Tangible Assets” means, with respect to any Person at any date of determination, the total assets appearing on the most recent consolidated balance sheet of such Person and its Restricted Subsidiaries as at the end of the most recent fiscal quarter for which internal consolidated financial statements are available, determined in accordance with GAAP, less (a) all Consolidated Current Liabilities as shown on such balance sheet, (b) Investments in Unrestricted Subsidiaries that are consolidated on the consolidated balance sheet of such Person, and (c) Intangible Assets and liabilities relating thereto.

“Consolidated Secured Debt Ratio” means the ratio of (1) the aggregate principal amount of Secured Indebtedness as of the most recently ended fiscal quarter for which internal financial statements are available to (2) Modified EBITDA for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of determination, in each case, with such pro forma adjustments to Secured Indebtedness and Modified EBITDA as would be required under the definition of “Fixed Charge Coverage Ratio” in performing a calculation thereof.

For purposes of determining the amount of Secured Indebtedness in the ratio above, the amount of Secured Indebtedness under any revolving credit facility as of the most recently ended fiscal quarter for which internal financial statements are available will be deemed to be the average daily balance thereunder for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of determination (or, if such facility has been available for less than four fiscal quarters, the average daily balance for the longest of the most recently ended one, two or three fiscal quarters for which internal financial statements are available during which such facility was in place).

“Contingent Obligations” means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent,

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds

(a) for the purchase or payment of any such primary obligation, or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

“Continuing Directors” means (a) prior to the consummation of a Corporate Reorganization, the Board of Directors on the Issue Date, and each other director of the Company, if such other director is appointed by a member or by a majority of the then Continuing Directors pursuant to the LLC Operating Agreement, and (b) after the consummation of a Corporate Reorganization, the Board of Directors on the date of consummation of the Corporate Reorganization, and each other director of the Company, if (i) such other director is appointed by any shareholder pursuant to any shareholders agreement, or (ii) such other director’s nomination for election to the Board of Directors is recommended by a majority of the then Continuing Directors or by a Permitted Holder.

“Corporate Reorganization” means any transaction or series of transactions, including through merger or otherwise creation of a holding company, for the purpose of converting the Company from a limited liability company into a corporation.

“Credit Facilities” means, with respect to the Company or any of its Restricted Subsidiaries, one or more debt facilities, including the Senior Credit Facilities, or other financing arrangements (including commercial paper facilities or indentures) providing for revolving credit loans, term loans, letters of credit, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or other long-term indebtedness, including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements or refundings thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount permitted to be borrowed thereunder or alters the maturity thereof or adds Restricted Subsidiaries as additional borrowers or guarantors thereunder and whether by the same or any other agent, lender or group of lenders.

“Default” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Designated Preferred Stock” means Preferred Stock of the Company, a Restricted Subsidiary or any direct or indirect parent corporation of the Company (in each case other than Disqualified Stock) that is issued for cash (other than to the Company or a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officer’s Certificate executed by the principal financial officer of the Company, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (3) of Section 4.03(a).

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely as a result of a change of control or asset sale) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the Notes or the date the Notes are no longer outstanding; provided, however, that if such Capital Stock is issued to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased in order to satisfy applicable statutory or regulatory obligations.

“DOE Assets” means ATVM Assets (a) in respect of which costs have been incurred or payments have been made by the Company or its Subsidiaries after June 9, 2009, (b) that relate to projects approved by the United States Department of Energy (the “DOE”) or any successor agency and (i) financed by the DOE under the ATVM Program, or (c) can be

specifically identified (by type of asset and by purchase order number, serial number or other information) by reference to records maintained by the Company from and after the closing of any Permitted DOE Facility.

“DOE Replacement Facility Event” means the good faith determination by the Company, after December 31, 2011, that it will not be able to obtain some or all of the \$3.5 billion in financing pursuant to a Permitted DOE Facility on terms and conditions (including timing of and conditions precedent to advances) reasonably acceptable to it.

“Domestic Subsidiary” means any Subsidiary of the Company that is organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof.

“EISA” means Energy Independence and Security Act of 2007 (Public Law 110-140; 42 U.S.C. 17013), as such statute may be amended, supplemented, renewed or replaced.

“EMU” means economic and monetary union as contemplated in the Treaty on European Union.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

“Equity Offering” means any sale for cash of (a) common stock or common membership interests of the Company or (b) Preferred Stock of the Company which by its terms is mandatorily convertible into common stock or common membership interests of the Company, is not mandatorily redeemable and dividends on which are not paid in cash, but rather accrue to the principal amount of such Preferred Stock (in each case, excluding Disqualified Stock), other than:

- (1) public offerings with respect to the Company’s common stock registered on Form S-8; and
- (2) issuances to any Subsidiary of the Company.

“euro” means the single currency of participating member states of the EMU.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and, where appropriate in the context, the rules and regulations of the SEC promulgated thereunder.

“Exchange Notes” means the 2019 Exchange Notes and the 2021 Exchange Notes.

“Excluded Contribution” means net cash proceeds, marketable securities or Qualified Proceeds received by or contributed to the Company from,

- (1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company,

in each case designated by the Company as Excluded Contributions pursuant to an Officer's Certificate on the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in clauses (3)(B) and 3(C) of Section 4.03(a).

“Fiat Group” means Fiat S.p.A. and any of its controlled Affiliates (other than the Company and its Subsidiaries).

“First-Priority Collateral Agent” means Citibank, N.A., in its capacity as collateral agent under the First-Priority Collateral Agreement.

“First-Priority Collateral Agreement” means that certain Collateral Agreement entered into on May 24, 2011, among the Issuers, the guarantors party thereto, the First-Priority Collateral Agent and the Collateral Agent.

“First-Priority Lien Obligations” means (i) all Indebtedness of the Company and the Guarantors secured by a Lien that is prior to, or senior to, the Lien securing the Notes, (ii) all other Obligations (not constituting Indebtedness) of the Company and the Guarantors under the Credit Facilities, in each case, secured by a Lien that is prior to, or senior to, the Lien securing the Notes and (iii) all other Obligations of the Company and the Guarantors in respect of Hedging Obligations or Obligations in respect of cash management services in connection with Indebtedness described in clause (i) or Obligations described in clause (ii).

“Fixed Charge Coverage Ratio” means, with respect to any Person for any period, the ratio of Modified EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the Company or any of its Restricted Subsidiaries Incurs, repays, repurchases or redeems any Indebtedness (other than in the case of revolving credit borrowings or revolving advances in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during the applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to the event for which the calculation of the Fixed Charge Coverage Ratio is made (the “Calculation Date”), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such Incurrence, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, amalgamations, consolidations and discontinued operations (as determined in accordance with GAAP), in each case with respect to an operating unit of a business made (or committed to be made pursuant to a definitive agreement) during the four-quarter reference period or subsequent to such reference period and on or prior to or

simultaneously with the Calculation Date, and other operational changes that the Company or any of its Restricted Subsidiaries has determined to make or made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date shall be calculated on a pro forma basis as set forth below assuming that all such Investments, acquisitions, dispositions, mergers, amalgamations, consolidations and discontinued operations had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Company or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, amalgamation, consolidation or discontinued operation, in each case with respect to an operating unit of a business, that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto in the manner set forth below for such period as if such Investment, acquisition, disposition, merger, consolidation, discontinued operation or operational change had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to an Investment, acquisition, disposition, amalgamation, merger or consolidation and the amount of income or earnings relating thereto, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Company in accordance with Regulation S-X.

“Fixed Charges” means, with respect to any Person for any period, the sum, without duplication, of:

- (1) Consolidated Interest Expense of such Person and Restricted Subsidiaries for such period; plus
- (2) all cash dividends or other distributions paid to any Person other than such Person or any such Subsidiary (excluding items eliminated in consolidation) on any series of Preferred Stock of the Company or a Restricted Subsidiary during such period; plus
- (3) all cash dividends or other distributions paid to any Person other than such Person or any such Subsidiary (excluding items eliminated in consolidation) on any series of Disqualified Stock of the Company or a Restricted Subsidiary during such period.

“Foreign Subsidiary” means any Subsidiary that is not organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof, and any Restricted Subsidiary of such Foreign Subsidiary.

“GAAP” means generally accepted accounting principles in the United States as in effect on the Issue Date. At any time after adoption of IFRS by the Company for financial reporting purposes, the Company may elect to apply IFRS for all purposes of this Indenture, in lieu of GAAP, and, upon any such election (the date of such election, the “IFRS Election Date”), references herein to GAAP shall be construed to mean IFRS as in effect on the IFRS Election Date; provided, however, that (1) any such election once made shall be irrevocable (and shall only be made once), (2) all financial statements and reports required to be provided after such election pursuant to this Indenture shall be prepared on the basis of IFRS and (3) from and after

such election, all ratios, computations and other determinations (A) based on GAAP contained in this Indenture shall be computed in conformity with IFRS and (B) in this Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Company's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP. The Company shall give notice of any election to the Holders of Notes not later than 15 days after such election. Solely making an election (without any other action) referred to in this definition will not be treated as an incurrence of Indebtedness.

“Governmental Authorities” means any federal, state, provincial, municipal, national, supranational or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the United States of America, any State thereof or the District of Columbia or a foreign entity or government.

“Government Securities” means securities that are:

- (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or
- (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; provided, however, that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

“guarantee” means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

“Guarantee” means the guarantee by any Guarantor of the Issuers' Obligations under this Indenture and the Notes.

“Guarantee Agreement” means a supplemental indenture, in a form satisfactory to the Trustee (which shall include in the form attached as Appendix D hereto), pursuant to which a Guarantor guarantees the Issuers' obligations with respect to the Notes on the terms provided for in this Indenture.

“Guarantor” means, each Person that Guarantees the Notes in accordance with the terms of this Indenture.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contract, currency swap agreement, interest rate, currency or commodity options or any other similar agreement providing for the transfer or mitigation of interest rate, commodity or currency risks either generally or under specific contingencies. For purposes of determining the amount of any such Hedging Obligations, if any agreement relating to such obligations provides for netting of amounts payable by and to such Person thereunder or if any such agreement provides for the simultaneous payment of amounts by and to such Person, then in each such case, the amount of such obligations shall be the net amount so determined, plus any premium due upon default by such Person.

“Holder” means the Person in whose name a Note is registered on the Registrar’ s books.

“IFRS” means the International Financial Reporting Standards as issued by the International Accounting Standards Board as in effect on the IFRS Election Date.

“Incur” or “incur” means to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable for, contingently or otherwise. The term “Incurrence” when used as a noun shall have a correlative meaning. Solely for purposes of determining compliance with Section 4.08:

- (1) amortization of debt discount or the accretion of principal with respect to a non-interest bearing or other discount security;
- (2) the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument; and
- (3) the obligation to pay a premium in respect of Secured Indebtedness arising in connection with the issuance of a notice of redemption or the making of a mandatory offer to purchase such Secured Indebtedness

will not be deemed to be the Incurrence of Secured Indebtedness.

“Indebtedness” means, with respect to any Person, without duplication:

- (1) any indebtedness (including principal and premium) of such Person, whether or not contingent:
- (w) in respect of borrowed money, including any indebtedness evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers’ acceptances (or, without duplication, reimbursement agreements in respect thereof);

(x) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), except (i) any such balance that constitutes an obligation in respect of a commercial letter of credit, a trade payable or similar obligation to a trade creditor, in each case accrued in the ordinary course of business, (ii) liabilities accrued in the ordinary course of business and (iii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP; or

(y) representing any Hedging Obligations, as reduced by any amounts of cash collateral posted as margin with respect to such obligations;

if and to the extent that any of the foregoing Indebtedness (other than letters of credit (other than commercial letters of credit) and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (1) of a third Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business; and

(3) to the extent not otherwise included, the obligations of the type referred to in clause (1) of a third Person secured by a Lien on any asset owned by such first Person, whether or not such Indebtedness is assumed by such first Person;

provided, however, that notwithstanding the foregoing, Indebtedness shall be deemed not to include Contingent Obligations incurred in the ordinary course of business.

Notwithstanding the foregoing, (i) Indebtedness shall not include any liability for Federal, state, local or other taxes owed or owing to any governmental entity or obligations of such Person with respect to performance and surety bonds and completion guarantees entered into in the ordinary course of business, and (ii) Indebtedness shall be calculated without giving effect to the effects of ASC § 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

“Indenture” means this Indenture as amended or supplemented from time to time.

“Independent Advisor” means an accounting, appraiser, engineer investment banking firm, investment advisor or consultant of recognized standing that is, as determined in good faith by the Company, qualified to perform the task for which it has been engaged.

“Initial Purchasers” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, Goldman, Sachs & Co., Citigroup Global Markets Inc., Morgan Stanley & Co. Incorporated, Banca IMI S.p.A., Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., RBS Securities Inc. and UBS Securities LLC.

“Initial Unrestricted Subsidiaries” means Auburn Hills Mezzanine LLC, Auburn Hills Owner LLC, AC Austro Car Handelgesellschaft mbH & Co. OHG, Chrysler Group Taiwan Sales Ltd., Chrysler Jeep Ticaret S.A. and any MID.

“Intangible Assets” means, with respect to any Person at any date of determination, the value (net of any applicable reserves), as shown on or reflected in the most recent consolidated balance sheet of such Person and its Restricted Subsidiaries as at the end of the fiscal quarter for which internal consolidated financial statements are available determined in accordance with GAAP, of all trade names, trademarks, licenses, patents, copyrights, service marks, goodwill and other intangibles.

“Intercreditor Agent” means the administrative agent under the Senior Credit Facilities, and any successor thereto in such capacity.

“Intercreditor Agreement” means the Intercreditor Agreement dated on or about the Issue Date, among the Collateral Agent, the First-Priority Collateral Agent, the Issuers and each other Guarantor named therein, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency, in each case, with a stable or better outlook.

“Investment Grade Securities” means:

- (1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (other than Cash Equivalents);
- (2) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Company and the Subsidiaries of the Company;
- (3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold immaterial amounts of cash pending investment or distribution; and
- (4) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

“Investments” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers and commission, travel and similar advances to directors, officers, employees and consultants, in each case made in the ordinary course of business), purchases or other acquisitions for

consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of such Person in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. For purposes of the definition of “Unrestricted Subsidiary” and Section 4.03:

(1) “Investments” shall include the portion (proportionate to the Company’s direct or indirect equity interest in such Subsidiary) of the fair value of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company or applicable Restricted Subsidiary shall be deemed to continue to have a permanent “Investment” in an Unrestricted Subsidiary in an amount (if positive) equal to:

(a) the Company’s direct or indirect “Investment” in such Subsidiary at the time of such redesignation; less

(b) the portion (proportionate to the Company’s direct or indirect equity interest in such Subsidiary) of the fair value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair value at the time of such transfer, in each case as determined in good faith by the Company.

“Issue Date” means May 24, 2011.

“Issuers” means the Company and the Co-Issuer.

“Lien” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; provided, however, that in no event shall an operating lease be deemed to constitute a Lien.

“LLC Operating Agreement” means the Amended and Restated Limited Liability Company Operating Agreement of the Company, dated as of June 10, 2009, as amended August 7, 2009, January 29, 2010 and April 5, 2011, by and among the Company, the UAW Retiree Medical Benefits Trust (“VEBA”) and the VEBA Holdcos (as defined in the LLC Operating Agreement), Fiat North America LLC, The United States Department of the Treasury, and Canada CH Investment Corporation (formerly named 7169931 Canada, Inc.).

“Master Industrial Agreement” means the Master Industrial Agreement, dated as of June 10, 2009, by and among Fiat Group Automobiles S.p.A., Fiat Powertrain Technologies S.p.A, Fiat North America LLC and Chrysler Group LLC.

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

“MID” means any Subsidiary of the Company whose sole business is operating an automobile dealership and which is commonly referred to as a marketing investment dealership.

“Modified EBITDA” means, with respect to any Person for any period, the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period (without giving effect to the adjustments in clauses (1), (3) and (4) of such definition):

(1) increased (without duplication) by:

(a) income tax expense of such Person and such Restricted Subsidiaries paid or incurred during such period to the extent the same were deducted (and not added back) in computing Consolidated Net Income; plus

(b) net interest expense of such Person and such Restricted Subsidiaries, excluding interest expense related to financing activities associated with a vehicle lease portfolio the Company refers to as Gold Key Lease); plus

(c) depreciation and amortization expense for plant, property and equipment, amortization of intangibles and equipment on lease of such Person and such Restricted Subsidiaries for such period to the extent the same were deducted (and not added back) in computing Consolidated Net Income, excluding depreciation and amortization expense for vehicles held for lease; plus

(d) pension, other post-retirement benefit (OPEB) and other employee benefit costs (in each case other than current service costs) of such Person and such Restricted Subsidiaries to the extent the same were deducted (and not added back) in computing Consolidated Net Income; plus

(e) restructuring expenses of such Person and such Restricted Subsidiaries to the extent the same were deducted (and not added back) in computing Consolidated Net Income; plus

(f) other financial expense of such Person and such Restricted Subsidiaries; plus

(g) other unusual and infrequent costs, charges and expenses of such Person and such Restricted Subsidiaries consistent in nature and scope with such Person’s past practice or customary practice in such Person’s industry;

(2) decreased by (without duplication) by:

- (a) income tax benefits of such Person and such Restricted Subsidiaries;
- (b) any non-cash gains increasing Consolidated Net Income of such Person and such Restricted Subsidiaries for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Modified EBITDA in any prior period; and
- (c) restructuring income of such Person and such Restricted Subsidiaries.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Net Income” means, with respect to any Person for any period, the net income (loss) of such Person and its Subsidiaries that are Restricted Subsidiaries for that period, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

“Net Proceeds” means the aggregate proceeds received by the Company or its Restricted Subsidiaries in Cash Equivalents in respect of any Asset Sale (including any payments received by way of purchase price adjustments, deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), net of the direct costs relating to such Asset Sale (including legal, accounting and investment banking fees and brokerage and sales commissions), and any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof, payments made by way of purchase price adjustments, including in respect of working capital items, amounts required to be applied to the repayment of principal, premium (if any) and interest on Indebtedness required (other than pursuant to Section 4.04(b)) to be paid as a result of such transaction (including to obtain any required consent therefor), and any deduction of appropriate amounts to be provided by the Company as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

“Non-Fiat Directors” means, with respect to any transaction, the disinterested members (within the meaning of Section 144 of the Delaware General Corporation Law with respect to a matter in which any member of the Fiat Group has an interest) of the Board of Directors or any duly constituted committee of the Board of Directors comprised only of such disinterested directors.

“Notes” means the 2019 Notes and the 2021 Notes.

“Obligations” means any principal (including any accretion), interest (including any interest accruing on or subsequent to the filing of a petition in bankruptcy, reorganization or

similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal (including any accretion), interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

“Offering Memorandum” means the Offering Memorandum dated May 19, 2011, with respect to the Notes.

“Officer” means the Chairman of the Board, the Chief Executive Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the Company.

“Officer's Certificate” means a certificate signed on behalf of the Company by an Officer of the Company who must be the principal executive officer, the principal financial officer or the principal accounting officer of the Company, that meets the requirements set forth in this Indenture.

“Opinion of Counsel” means a written opinion from legal counsel to the Company, who may be internal counsel of the Company.

“Pari Passu Lien Obligation” means any Obligations of the Company and the Guarantors (including any Additional Notes) that are equally and ratably secured with the Notes with respect to the Collateral and are designated by the Company as a Pari Passu Lien Obligation.

“Permitted DOE Facility” means a credit facility provided to the Company by the DOE or any successor agency under the ATVM Program authorized by section 136 of EISA; provided, however, that (x) such facility shall be secured only by DOE Assets and assets of the Company and the Domestic Subsidiaries securing the Senior Credit Facilities, and (y) the DOE shall have entered into an intercreditor agreement consistent with the provisions set forth herein and in form and substance reasonably satisfactory to the Administrative Agent and the Arrangers under the Senior Credit Facilities.

“Permitted Holder” means the Fiat Group. Any person or group whose acquisition of assets or beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of Section 4.07 (or would result in a Change of Control Offer in the absence of the waiver of such requirement by Holders in accordance with Section 4.07) will thereafter constitute an additional Permitted Holder.

“Permitted Liens” means, with respect to any Person:

(1) pledges, deposits or security by such Person under workmen's compensation laws, unemployment insurance, employers' health tax and other social security laws or similar legislation (including in respect of deductibles, self-insured

retention amounts and premiums and adjustments thereto), pension benefits (but not including any Lien in favor of the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor)), or pledges or good faith deposits in connection with bids, tenders, sales, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or pledges or deposits to secure public or statutory obligations of such Person or pledges or deposits of cash or U.S. government bonds to secure surety, appeal, customs or performance bonds and similar obligations or letters of credit to which such Person is a party or account party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers' , warehousemen' s, materialmen' s, repairmen' s and mechanics' , construction or other like Liens, in each case for sums not yet overdue for a period of more than 90 days or being contested in good faith by appropriate actions or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP;

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

(4) Liens in favor of issuers of performance, surety, bid, indemnity, warranty, release, appeal or similar bonds or with respect to other regulatory requirements or letters of credit or bankers' acceptances issued, and completion guarantees provided for, in each case, issued pursuant to the request of and for the account of such Person in the ordinary course of its business or consistent with past practice prior to the Issue Date;

(5) permits, servitudes, licenses, easements, rights-of-way, restrictions and other similar encumbrances imposed by applicable law or incurred in the ordinary course of business or minor imperfections in title to real property that do not in the aggregate materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole, including the following: (i) zoning, entitlement, conservation restriction and other land use and environmental regulations by one or more Governmental Authorities which do not materially interfere with the present use of the material assets of the Company and its Subsidiaries, (ii) all covenants, conditions, restrictions, easements, encroachments, charges, rights-of-way and any similar matters of record set forth in any state, local or municipal franchise on title to material real property of the Company and its Subsidiaries which do not materially interfere with the present use of such property, and (iii) minor survey exceptions and matters as to real property of the Company and its Subsidiaries which would be disclosed by an accurate survey or inspection of such real property and do not materially impair the occupancy or current use of such real property;

(6) any Lien to secure Indebtedness (and the related First-Priority Lien Obligations) Incurred pursuant to any term loan facility under any Credit Facilities in an aggregate amount not to exceed \$3.0 billion (such amount, the “Term Loan Basket Amount”); provided, however, that the Term Loan Basket Amount shall be reduced by the amount of any permanent repayments of principal on such term loan facility, provided further, however, that notwithstanding any such permanent repayments, the Term Loan Basket Amount shall not be reduced below \$1.75 billion; and provided further, however, that the Notes are secured on a junior priority basis with such Indebtedness on terms consistent with the terms of the Intercreditor Agreement (as in effect on the Issue Date);

(7) any Lien securing First-Priority Lien Obligations in an amount not to exceed \$1.0 billion in the aggregate at any one time outstanding; provided, however, that the Notes are secured on a junior priority basis with such Indebtedness on terms consistent with the terms of the Intercreditor Agreement (as in effect on the Issue Date);

(8) (A) any Lien securing the Notes outstanding on the Issue Date, the Exchange Notes issued in exchange therefor and the Guarantees relating thereto; (B) any Lien securing Pari Passu Lien Obligations (including Additional Notes) in an amount not to exceed \$500.0 million in the aggregate at any one time outstanding; provided, however, that the Notes are equally and ratably secured with such Pari Passu Lien Obligations and (C) any Lien securing Pari Passu Lien Obligations (including Additional Notes), provided, however, that at the time of Incurrence thereof and after giving pro forma effect thereto, the Consolidated Secured Debt Ratio would be no greater than 2.25 to 1.00; provided further, however, that the Notes are equally and ratably secured with such Pari Passu Lien Obligations;

(9) any Lien to secure Indebtedness (and the related First Priority Lien Obligations) Incurred pursuant to any revolving asset-based loan facility under any Credit Facility in an aggregate amount not to exceed \$2.0 billion in the aggregate at any one time outstanding;

(10) any Lien existing on the Issue Date (other than Liens specified in clauses (6), (7), (8) and (9) above);

(11) any Lien to secure Indebtedness Incurred prior to the DOE Replacement Facility Event pursuant to any Permitted DOE Facility in an aggregate principal amount not to exceed \$3.5 billion which amount shall be reduced by the amount of any permanent repayments of principal on such Permitted DOE Facility; (such amount as reduced, the “DOE Facility Primary Basket Amount”) on (A) any DOE Assets and (B) any Collateral or other assets pledged to secure the Senior Credit Facilities (such Collateral and other assets, the “DOE Secondary Assets”) provided; however, that the Lien on the DOE Secondary Assets will be limited to Indebtedness Incurred pursuant to any Permitted DOE Facility in an aggregate principal amount equal to 50 percent of the principal amount of Indebtedness Incurred and then outstanding under such Permitted DOE Facility but not to exceed \$1.75 billion (such \$1.75 billion sublimit to be reduced by an amount equal to 50 percent of the amount of any permanent repayments of principal on such Permitted DOE Facility) (such \$1.75 billion sublimit as reduced, the “DOE Facility Secondary Basket Amount”); provided that the Notes are secured by the DOE Secondary Assets on a junior priority basis pursuant to the Intercreditor Agreement;

(12) after a DOE Replacement Facility Event, any Lien on (A) assets of a type eligible to be financed by the DOE under the ATVM Program (the “DOE Replacement Assets”) to secure Indebtedness Incurred pursuant to any Credit Facility (the “Primary Replacement Facility”) in an aggregate principal amount not to exceed \$3.5 billion, which amount shall be reduced by the amount of any permanent repayments of principal on such Primary Replacement Facility and by the amount of any Indebtedness outstanding on the date of the DOE Replacement Facility Event under the Permitted DOE Facility secured pursuant to clause (11) above (such amount as reduced, the “Primary Replacement Facility Basket Amount”), and (B) any DOE Secondary Assets to secure Indebtedness Incurred pursuant to the “Primary Replacement Facility”) limited to an aggregate principal amount equal to 50 percent of the principal amount of Indebtedness Incurred and then outstanding under such Primary Replacement Facility but not to exceed \$1.75 billion (such \$1.75 billion sublimit to be reduced by the DOE Facility Secondary Basket Amount in respect of any Indebtedness outstanding under the Permitted DOE Facility on the date of the DOE Replacement Facility Event and by an amount equal to 50 percent of the amount of any permanent repayments of principal on such Primary Replacement Facility) (such \$1.75 billion sublimit as reduced, the “DOE Replacement Facility Secondary Basket Amount”); provided that the Notes are secured by the DOE Secondary Assets on a junior priority basis pursuant to the Intercreditor Agreement;

(13) Liens existing on property or shares of stock or other assets of a Person at the time such Person becomes a Subsidiary; provided, however, that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; provided further, however, that such Liens may not extend to any other property or other assets owned by the Company or any of its Restricted Subsidiaries;

(14) Liens existing on property or other assets at the time the Company or a Restricted Subsidiary acquired the property or such other assets, including any acquisition by means of an amalgamation, merger or consolidation with or into the Company or any of its Restricted Subsidiaries; provided, however, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, amalgamation, merger or consolidation; provided further, however, that the Liens may not extend to any other property owned by the Company or any of its Restricted Subsidiaries;

(15) Liens securing obligations under Indebtedness or other obligations of the Company, the Co-Issuer or a Restricted Subsidiary owing to the Company, the Co-Issuer or a Guarantor; provided, however, that any Lien securing obligations under Indebtedness or other obligations of a Guarantor to the Company, the Co-Issuer or a Restricted Subsidiary must be junior in priority to the Liens in favor of such Guarantor’s Guarantee;

(16) Liens securing Hedging Obligations or other Cash Management Obligations;

(17) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(18) leases, licenses, subleases or sublicenses of assets (including real property and intellectual property) granted to others that do not in the aggregate materially interfere with the ordinary conduct of the business of the Company and its Subsidiaries taken as a whole and material licenses and sublicenses of intellectual property or other general intangibles in the ordinary course of business;

(19) Liens arising from UCC financing statement filings (or similar filings) regarding or otherwise arising under leases entered into by the Company or any of its Subsidiaries or in connection with sales of accounts, payment intangibles, chattel paper or instruments;

(20) Liens on equipment of the Company or any of its Restricted Subsidiaries granted in the ordinary course of business;

(21) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in foregoing clauses (8)(A), (8)(C), (10), (11)(A), (11)(B), (12)(A), (12)(B)(13) and (14) above and clause (36) below; provided, however, that (a) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property) and (b) the obligations under Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (i) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (8)(A), (8)(C), (10), (11)(A), (11)(B), (12)(A), (12)(B), (13) and (14) above and clause (36) below at the time the original Lien became a Permitted Lien under this Indenture, and (ii) an amount necessary to pay premiums (including tender premiums), defeasance costs and fees and expenses in connection with such refinancing, refunding, extension, renewal or replacement; and provided further, however, that any Lien Incurred pursuant to this clause (21) in respect of any Lien initially Incurred under clause (11)(A), clause (11)(B), clause (12)(A), clause (12)(B) or clause (36) shall be deemed to be outstanding under clause (11)(A), clause (11)(B), clause (12)(A), clause (12)(B) or clause (36), as applicable, for purposes of determining the amount available to be secured under such clause; and provided further, however, that, after a DOE Replacement Facility Event, any Lien Incurred pursuant to this clause (21) as part of a refinancing of amounts initially Incurred under clause (11)(A) shall be deemed to be outstanding under clause (12)(A) and any Lien Incurred pursuant to this clause (21) initially Incurred under clause (11)(B) shall be deemed to be outstanding under clause (12)(B), in each case for purposes of determining the amount available to be secured under such clauses (12)(A) and (12)(B), as applicable;

(22) deposits made or other security provided in the ordinary course of business to secure liability to insurance carriers;

(23) Liens securing judgments for the payment of money not constituting an Event of Default under clause (8) of Section 6.01 so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(24) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(25) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

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

(27) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(28) Liens on contract receivables of the Company or any Guarantor generated in respect of an identified line of vehicles manufactured by Chrysler de Mexico S.A. de C.V. securing a contemplated loan to be made to Chrysler de Mexico S.A. de C.V. in an aggregate principal amount not to exceed \$500.0 million or its equivalent in Mexican pesos at any one time outstanding (the equivalent in Mexican pesos calculated using the foreign exchange rate applicable for each draw);

(29) Liens on vehicle leases or beneficial interests of any Subsidiary in such vehicle leases and related vehicles to secure Indebtedness Incurred under leasing or financing programs of the Company or any of its Subsidiaries;

(30) Liens on deposits of cash to secure payments by the Company or any of its Subsidiaries required pursuant to the terms of any financial services arrangements for dealers or retail customers, including any subvention agreements;

(31) Liens securing Indebtedness arising from industrial revenue, development bond or similar financings where the Company and/or any Subsidiary is both the lessee of the financial property and the holder of the bonds;

(32) servicing agreements, development agreements, site plan agreements and other agreements with Governmental Authorities pertaining to the use or development of any of the property and assets of the Company or any Subsidiaries consisting of real property, provided that the same are complied with in all material respects;

(33) any Lien consisting of rights reserved to or vested in any Governmental Authority by applicable law, statutory Liens incurred or pledges or deposits made in favor of a Governmental Authority to secure the performance of obligations of the Company or any of its Subsidiaries under any and all foreign, Federal, state, provincial, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other requirements of law (including common law) regulation, relating to or imposing liability or standards of conduct concerning protection of human health as it relates to any Materials of Environmental Concern, the environment or natural resources, as now or may at any time hereafter be in effect (“Environmental Laws”) to which any assets of the Company or any such Subsidiaries are subject;

(34) Liens existing on the Issue Date securing Indebtedness under that certain Loan Agreement dated as of August 3, 2007, between Auburn Hills Owner LLC and Citigroup Global Markets Realty Corp., and any refinancing thereof that satisfies the conditions under the proviso to clause (21) of this definition; provided, however, that such Liens do not encumber any property (except substitutions, replacements or proceeds thereof) other than property that was financed by such Indebtedness outstanding on the Issue Date;

(35) Liens securing Indebtedness Incurred by a Foreign Subsidiary, provided, however, that such Liens do not extend to the property or assets of the Company or any Subsidiary of the Company other than a Foreign Subsidiary; and

(36) Liens securing Capitalized Lease Obligations in an amount not to exceed \$175.0 million in the aggregate in any calendar year (with amounts unused at the end of any calendar year being permitted to be carried over for the next succeeding calendar year); provided, however, that the aggregate amount of any Capitalized Lease Obligations secured by a Lien pursuant to this clause (36) shall not exceed \$350.0 million in any calendar year.

For purposes of this definition, the term “Indebtedness” shall be deemed to include interest on and the costs in respect of such Indebtedness. For purposes of determining compliance with Section 4.08, (1) in the event that a Lien meets the criteria of more than one of the types of “Permitted Liens” described above, the Company, in its sole discretion, shall classify such Lien at the time of Incurrence and only be required to include the amount of Secured Indebtedness secured by such Lien and the type of such Lien in one of the above clauses and (2) the Company shall be entitled at the time of such Incurrence to divide and classify the amount of Secured Indebtedness secured by such Lien and the type of such Lien in more than one of the types of “Permitted Liens” described above.

“Person” means any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

“Preferred Stock” means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

“Purchase Money Liens” means, with respect to any Person, Liens securing Indebtedness Incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property, plant or equipment of such Person; provided, however, that such Liens may not extend to any other property owned by such Person or any of its Restricted Subsidiaries at the time the Lien is Incurred (other than assets and property affixed or appurtenant thereto), and the Indebtedness (other than any interest thereon) secured by such Lien may not be Incurred more than 270 days after the later of the acquisition, completion of construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien.

“Qualified Proceeds” means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; provided, however, that the fair market value of any such assets or Capital Stock shall be determined by the Company in good faith.

“Rating Agencies” means Moody’ s and S&P or if Moody’ s or S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody’ s or S&P or both, as the case may be.

“Rating Decline” means the occurrence on any date from and after the date of the public notice by the Company or another Person seeking to effect a Change of Control of an arrangement that, as determined in good faith by the Company, is expected to result in a Change of Control until the end of the 60 day period following public notice of the occurrence of a Change of Control or abandonment of the expected Change of Control transaction of a decline in the rating of the Notes by either Rating Agency by at least one notch in the gradation of the rating scale (e.g., + or - for S&P or 1, 2 and 3 for Moody’ s) from such Rating Agency’ s rating of the Notes.

“Registration Rights Agreement” means the Registration Rights Agreement with respect to the Notes, dated the Issue Date, among the Issuers, the Guarantors and the representatives of the Initial Purchasers and any similar registration rights agreements with respect to any Additional Notes.

“Responsible Officer” means any Vice President, Assistant Vice President, Trust Officer, any trust officer or any other officer of the Trustee, Collateral Agent, Paying Agent, Registrar or Authenticating Agent, as applicable, customarily performing functions similar to those performed by any of the above designated officers, in each case having direct responsibility for the administration of this Indenture.

“Restricted Subsidiary” means, at any time, any direct or indirect Subsidiary of the Company (including the Co-Issuer and any Foreign Subsidiary) that is not then an

Unrestricted Subsidiary; provided, however, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of “Restricted Subsidiary.”

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Sale and Lease-Back Transaction” means any arrangement providing for the leasing by the Company or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to a third Person in contemplation of such leasing.

“Scheduled Maturity” means, when used with respect to any Indebtedness, the date specified in such Indebtedness as the date on which the principal of such Indebtedness is due and payable or the date on which such Indebtedness is required to be repurchased by the issuer thereof or borrower thereunder.

“SEC” means the U.S. Securities and Exchange Commission.

“Secured Indebtedness” means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

“Secured Obligations” means all Obligations in respect of the Notes or this Indenture.

“Secured Parties” means the Trustee, the Collateral Agent, the Holders of the Notes, the beneficiaries of each indemnification obligation undertaken by the Issuers or any Guarantor under any Security Document and the successors and assigns of each of the foregoing.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Documents” means the security agreements, pledge agreements, collateral assignments, mortgages, Intercreditor Agreement, the other intercreditor agreements and related agreements, as amended, supplemented, restated, renewed, refunded, replaced, restructured, repaid, refinanced or otherwise modified from time to time, creating security interests in the Collateral as contemplated by this Indenture.

“Senior Credit Facilities” means the Credit Facilities under the Credit Agreement dated as of May 24, 2011, by and among the Company, certain of the Company’s Subsidiaries, the lenders referred to therein, Citibank, N.A., as administrative agent, and the other bookrunners, arrangers and agents named therein including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

“Significant Party” means any Guarantor or Restricted Subsidiary that would be a “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

“Similar Business” means any business conducted or proposed to be conducted by the Company and its Subsidiaries taken as a whole on the Issue Date or any business that is similar, reasonably related, incidental or ancillary thereto.

“Stated Maturity” means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

“Subordinated Indebtedness” means:

- (1) any Indebtedness of the Company which is by its terms subordinated in right of payment to the Notes; and
- (2) any Guarantor which is by its terms subordinated in right of payment to the Guarantee of such entity of the Notes.

“Subsidiary” means, with respect to any Person, a corporation, association, partnership, joint venture, limited liability company or other business entity (excluding charitable foundations) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, directly, or indirectly through one or more intermediaries, or both, by such Person.

“Treasury Rate” means, as of any Redemption Date, the yield to maturity as of such Redemption Date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the Redemption Date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to June 15, 2015, in the case of the 2019 Notes, and June 15, 2016 in the case of the 2021 Notes; provided, however, that if the period from the Redemption Date to June 15, 2015 or June 15, 2016, as applicable, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

“TIA” means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbb).

“Transactions” means (i) the issuance and sale of the Notes on the Issue Date, (ii) the term loan borrowings under the credit agreement governing the Senior Credit Facilities on the Issue Date, (iii) Fiat’s purchase of additional membership interests in the Company pursuant to its Incremental Equity Call Option on the Issue Date, (iv) the repayment in full of obligations under the Company’s U.S. Treasury first lien credit facility and EDC credit facility and termination of outstanding lending commitments under those facilities on the Issue Date, and (v) the payment of fees, expenses and premiums related to each of the foregoing.

“Trustee” means the party named as such in this Indenture, together with its successors, assigns and validly appointed replacements.

“Trust Officer” means the Chairman of the Board, the President or any other officer or assistant officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

“UCC” or “Uniform Commercial Code” means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, such terms shall have the meanings given to such terms in the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Unrestricted Subsidiary” means:

- (1) any Subsidiary of the Company which at the time of determination is an Unrestricted Subsidiary (as designated by the Company, as provided below);
- (2) any Subsidiary of an Unrestricted Subsidiary; and
- (3) any MID, whether existing on the Issue Date or newly acquired or formed.

The Company may designate any Subsidiary of the Company other than the Co-Issuer (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Company or any Restricted Subsidiary of the Company (other than solely any Unrestricted Subsidiary of the Subsidiary to be so designated); provided, however, that

(1) any Unrestricted Subsidiary must be an entity of which the Equity Interests entitled to cast at least a majority of the votes that may be cast by all Equity Interests having ordinary voting power for the election of directors or Persons performing a similar function are owned, directly or indirectly, by the Company;

- (2) such designation complies with Section 4.03(a) of this Indenture; and

(3) each of:

(a) the Subsidiary to be so designated; and

(b) its Subsidiaries has not at the time of designation, and does not thereafter, incur any Indebtedness pursuant to which the lender has a security interest in any assets of the Company or any Restricted Subsidiary.

The Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, however, that, immediately after giving effect to such designation, no Default shall have occurred and be continuing and such designation complies with Section 4.08 of this Indenture treating all Secured Indebtedness of such Unrestricted Subsidiary as if it was incurred on the date of designation.

Any such designation by the Company shall be notified by the Company to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors or any committee thereof giving effect to such designation and an Officer' s Certificate certifying that such designation complied with the foregoing provisions.

“Voting Stock” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment; by

(2) the sum of all such payments.

“Wholly Owned Subsidiary” of any Person means a Subsidiary of such Person, 100% of the outstanding Equity Interests of which (other than directors' qualifying shares and shares issued to foreign nationals as required under applicable law) shall at the time be owned by such Person directly or through other Wholly Owned Subsidiaries of such Person.

<u>Term</u>	<u>Defined in Section</u>
“Affiliate Transaction”	4.05(b)
“Asset Sale Offer”	4.04(c)
“Change of Control Offer”	4.07(a)
“Change of Control Payment”	4.07(a)
“Change of Control Payment Date”	4.07(a)(2)
“Covenant Defeasance”	8.04
“Defeased Covenant”	8.04
“Event of Default”	6.01
“Excepted Liens”	4.16(d)
“Excess Proceeds”	4.04(c)
“Excluded Stock Collateral”	11.01(a)(1)
“Fall-Away Date”	4.16(a)
“Fiat Transaction”	4.05(a)
“Guaranteed Obligations”	10.01
“Legal Defeasance”	8.03
“Paying Agent”	2.03
“Principal Property”	4.16(d)
“Refunding Capital Stock”	4.03(b)(2)(A)
“Registrar”	2.03
“Restricted Payments”	4.03(a)
“Successor Company”	5.01(a)(1)
“Successor Person”	5.01(b)(1)(A)
“Treasury Capital Stock”	4.03(b)(2)(A)

SECTION 1.03. Incorporation by Reference of TIA. This Indenture is subject to the mandatory provisions of the TIA which are incorporated by reference in and made a part of this Indenture. The following TIA terms have the following meanings:

“Commission” means the SEC;

“indenture securities” means the Notes;

“indenture security holder” means a Holder of a Note;

“indenture to be qualified” means this Indenture;

“indenture trustee” or “institutional trustee” means the Trustee; and

“obligor” on the Notes and the Guarantees means the Issuers and the Guarantors, respectively, and any successor obligor upon the Notes and the Guarantees, respectively.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

SECTION 1.04. Rules of Construction and Conventions. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) “or” is not exclusive;

(4) “including” means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular;

(6) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Indebtedness merely because it is unsecured;

(7) Indebtedness shall not be deemed to be subordinate or junior to any other Secured Indebtedness merely because it has a junior priority with respect to the same collateral;

(8) the principal amount of any noninterest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the Company dated such date prepared in accordance with GAAP;

(9) the principal amount of any Preferred Stock shall be (A) the maximum liquidation value of such Preferred Stock or (B) the maximum mandatory redemption or mandatory repurchase price with respect to such Preferred Stock, whichever is greater;

(10) Unless otherwise specified, any value to be determined under this Indenture will be determined by the Company as set forth in this paragraph. With respect to any provision of this Indenture that specifies a value or requires or provides for a determination of the value of any item or amount, the value shall be as determined in good faith by an Officer of the Company; provided, however, that if the value of such item or amount is equal to or greater than \$500.0 million, such determination shall be made in good faith by the Board of Directors. Any such determination shall be conclusive for all purposes under this Indenture;

(11) Unless otherwise specified, the term “consolidated” with respect to any Person refers to such Person consolidated with its Restricted Subsidiaries, and excludes from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person.

(12) all references to the date the Notes were originally issued shall refer to the Issue Date.

ARTICLE II

The Notes

SECTION 2.01. Form and Dating. Provisions relating to the Initial Notes and the Exchange Notes are set forth in Appendix A which is hereby incorporated in, and expressly made part of, this Indenture. The (i) Initial Notes and the Trustee’ s or its Authenticating Agent’ s, as applicable, certificate of authentication and (ii) any Additional Notes (if issued as Transfer Restricted Securities) shall each be substantially in the form set forth in Appendix A. The (i) Exchange Notes and the Trustee’ s or its Authenticating Agent’ s, as applicable, certificate of authentication and (ii) any Additional Exchange Notes shall be substantially in the form set forth in Appendix A which is hereby incorporated in, and expressly made part of, this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule, agreements to which either Issuer or any Guarantor is subject, if any, or usage, or as may, consistently herewith, be determined by the Officers executing such Notes, as evidenced by their execution of the Notes. Each Note shall be dated the date of its authentication. The terms of the Notes set forth in Appendix A are part of the terms of this Indenture. The Notes will be issued only in fully registered form, without coupons, in minimum denominations of \$200,000 and any integral multiple of \$1,000 in excess thereof.

SECTION 2.02. Execution and Authentication. Two Officers shall sign the Notes for the Issuers by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time the Trustee or its Authenticating Agent (as defined below), as applicable, authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be entitled to any benefit under this Indenture or be valid for any purpose until an authorized signatory of the Trustee or its Authenticating Agent, as applicable, manually executes the certificate of authentication on the Note. The signature shall be conclusive evidence, and the only evidence, that the Note has been authenticated under this Indenture.

On the Issue Date, the Trustee or its Authenticating Agent, as applicable, shall authenticate and deliver the Initial 2019 Notes and the Initial 2021 Notes and, at any time and from time to time thereafter, the Trustee or its Authenticating Agent, as applicable, shall authenticate and deliver Notes for original issue in an aggregate principal amount specified in such order, in each case upon a written order of the Issuers signed by two Officers of each of the Issuers. Such order shall specify the amount and series of the Notes to be authenticated and the date on which the original issue of Notes is to be authenticated and in the case of an issuance of Additional Notes pursuant to Section 2.13 after the Issue Date, shall certify that such issuance is in compliance with Section 4.08.

The Trustee may appoint an authenticating agent (together with its successors, assigns and validly appointed replacements, the "Authenticating Agent") acceptable to the Issuers to authenticate and cancel, as applicable, one or more series of Notes. Unless limited by the terms of such appointment, the Authenticating Agent may authenticate and cancel such series of Notes whenever the Trustee may do so. Each reference in this Indenture to authentication or cancellation by the Trustee includes authentication or cancellation, as applicable, by the Authenticating Agent. The Trustee, with the consent of the Issuers, initially appoints Citibank, N.A. as Authenticating Agent in connection with the Notes.

The Trustee agrees to pay to each authenticating agent from time to time such compensation for its services under this Section as shall be agreed in writing between the Issuers and the Trustee, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 7.06.

If an appointment of an authenticating agent with respect to either series of the Notes is made pursuant to this Section, the Note of such series may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB,

not in its individual capacity but solely as
Trustee, certifies that this is one of the Notes
referred to in the Indenture.

By: CITIBANK, N.A., not in its individual
capacity but solely as Authenticating Agent

By: _____
Authorized Officer

SECTION 2.03. Registrar and Paying Agent. The Issuers shall maintain or cause to be maintained an office or agency where Notes may be presented for registration of transfer or for exchange (together with its successors, assigns and validly appointed replacements, the “Registrar”) and one or more offices or agencies where Notes may be presented for payment (together with its successors, assigns and validly appointed replacements, the “Paying Agent”). The Registrar for the Notes will maintain a register reflecting ownership of the Notes outstanding from time to time and will make payments on and facilitate transfer of the Notes on behalf of the Issuers. The Issuers may have one or more co-registrars and one or more additional paying agents. The term “Paying Agent” includes any additional paying agent. If the Issuers fail to appoint a Registrar, the Paying Agent will act as such.

The Issuers shall enter into an appropriate agency agreement with any Registrar, Paying Agent or co-registrar not a party to this Indenture, which shall incorporate the terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuers shall notify the Trustee of the name and address of any such agent. If the Issuers fail to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06. The Issuers, any Restricted Subsidiary or any Subsidiaries of a Restricted Subsidiary may act as Paying Agent, Registrar, or co-registrar.

The Issuers may change the Paying Agents or the registrars without prior notice to the Holders.

The Issuers initially appoint Citibank, N.A. as Registrar and Paying Agent in connection with both series of the Notes.

SECTION 2.04. Paying Agent To Hold Money in Trust. Prior to each due date of the principal and interest on any Note of either series, the Issuers shall deposit with the Paying Agent a sum sufficient to pay such principal and interest when so becoming due. The Issuers shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders of the Notes of such series or the Trustee all money held by the Paying Agent for the payment of principal of or interest on the series of the Notes and shall notify the Trustee of any default by the Issuers in making any such payment. If either of the Issuers or a Subsidiary acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Issuers at any time may require a Paying Agent to pay all money held by it to the Collateral Agent on behalf of the Trustee and to account for any funds disbursed by the Paying Agent. Upon complying with this Section, the Paying Agent shall have no further liability, in its capacity as paying agent, for the money delivered to the Collateral Agent on behalf of the Trustee.

SECTION 2.05. Noteholder Lists. The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of the Notes. If the Paying Agent is not the Registrar, the Company shall furnish to the Paying Agent, in writing at least five Business Days before each interest payment date and at such other times as the Paying Agent may request in writing, a list in such form and as of such date as the Paying Agent may reasonably require of the names and addresses of Holders of the Notes and the Paying Agent shall be entitled to fully rely, and will have no liability for relying on, the most recently provided such list.

SECTION 2.06. Transfer and Exchange. The Notes shall be issued in registered form and shall be transferable only upon the surrender of a Note for registration of transfer. When a Note is presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer as requested if the requirements of this Indenture and Section 8-401(1) of the Uniform Commercial Code are met. When Notes are presented to the Registrar or a co-registrar with a request to exchange them for an equal principal amount of Notes of other denominations of the same series, the Registrar shall make the exchange as requested if the same requirements are met.

SECTION 2.07. Replacement Notes. If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuers shall issue and the Trustee or its Authenticating Agent, as applicable, shall authenticate a replacement Note of that series if the requirements of Section 8-405 of the Uniform Commercial Code are met and the Holder satisfies any other reasonable requirements of the Trustee or its Authenticating Agent, as applicable. Prior to any such issuance or authentication, if required by the Registrar, the Trustee, the Authenticating Agent or the Issuers, such Holder shall furnish an indemnity bond sufficient in the judgment of the Issuers, the Trustee, the Authenticating Agent and the Registrar to protect the Issuers, the Trustee, the Paying Agent, the Authenticating Agent, the Registrar and any co-registrar from any loss which any of them may suffer if a Note is replaced. In case any mutilated, destroyed, lost or wrongfully taken Note has become or is about to become due or payable, the Issuers in their discretion may, instead of issuing a new Note, pay such Note. The Issuers and the Registrar may charge the Holder for their expenses in replacing a Note.

Every replacement Note is an additional Obligation of the Issuers and the Guarantors.

SECTION 2.08. Outstanding Notes. Notes outstanding at any time are all Notes authenticated by the Trustee or its Authenticating Agent, as applicable, except for those canceled by it, those delivered to it for cancellation and those described in this Section as not outstanding. A Note does not cease to be outstanding because the Issuers or an Affiliate of the Issuers holds the Note.

If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee, the Registrar and the Issuers receive proof satisfactory to them that the replaced Note is held by a protected purchaser (as defined in Section 8-303 of the Uniform Commercial Code).

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal and interest payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, then on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.09. Temporary Securities. Until definitive Notes are ready for delivery, the Issuers may prepare and the Trustee or its Authenticating Agent, as applicable, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Issuers consider appropriate for temporary Notes. Without unreasonable delay, the Issuers shall prepare and the Trustee or its Authenticating Agent, as applicable, shall authenticate definitive Notes and deliver them in exchange for temporary Notes.

SECTION 2.10. Cancellation. The Issuers at any time may deliver Notes to the Trustee or its Authenticating Agent, as applicable, for cancellation. The Trustee or its Authenticating Agent, as applicable, and the Paying Agent shall forward to the Registrar any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee or its Authenticating Agent, as applicable, and no one else shall cancel and destroy (subject to the record retention requirements of the Exchange Act) all Notes surrendered for registration of transfer, exchange, payment or cancellation and, upon the written request of the Issuers, deliver a certificate of such destruction to the Issuers, unless the Issuers direct the Trustee or its Authenticating Agent, as applicable, in accordance with the standard policies and procedures of the Trustee or its Authenticating Agent, as applicable, in writing, to deliver canceled Notes to the Issuers prior to them being destroyed. The Issuers may not issue new Notes to replace Notes it has redeemed, paid or delivered to the Trustee or its Authenticating Agent, as applicable, for cancellation.

SECTION 2.11. Defaulted Interest. If the Issuers default in a payment of interest on any series Notes, the Issuers shall pay defaulted interest (plus interest on such defaulted interest to the extent lawful) in any lawful manner. The Issuers may pay the defaulted interest to the persons who are Holders of Notes of that series on a subsequent special record date. The Issuers shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Registrar and Paying Agent and shall promptly mail or cause to be mailed to each Holder of Notes of that series a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.12. CUSIP Numbers, ISINs, etc. The Issuers in issuing the Notes may use “CUSIP” numbers, ISINs and “Common Code” numbers (in each case if then generally in use) and, if so, the Registrar shall use “CUSIP” numbers, ISINs and “Common Code” numbers in notices of redemption as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuers shall advise the Trustee and its Authenticating Agent, as applicable, in writing of any change in any “CUSIP” numbers, ISINs or “Common Code” numbers applicable to the Notes.

SECTION 2.13. Issuance of Additional Securities. After the Issue Date, the Issuers shall be entitled, subject to its compliance with Section 4.08, to issue (i) Additional 2019 Notes under this Indenture, which Additional 2019 Notes shall have identical terms as the Initial 2019 Notes issued on the Issue Date, other than with respect to the date of issuance and issue price and (ii) Additional 2021 Notes under this Indenture, which Additional 2021 Notes shall have identical terms as the Initial 2021 Notes issued on the Issue Date, other than with respect to the date of issuance and issue price. All Initial 2019 Notes and any Additional 2019 Notes subsequently issued under this Indenture will be treated as a single class for all purposes under this Indenture, including waivers, amendments, redemptions and offers to purchase; and all Initial 2021 Notes and any Additional 2021 Notes subsequently issued under this Indenture will be treated as a single class for all purposes under this Indenture, including amendments, redemptions and offers to purchase. The 2019 Notes and the 2021 Notes are two separate series of Notes under this Indenture for all purposes of this Indenture, including, payments of principal and interest, redemptions, offers to purchase and consenting to certain amendments to this Indenture and the Notes and waiving or rescinding Defaults.

With respect to any Additional Notes, the Issuers shall set forth in a resolution of the Board of Directors and an Officers' Certificate, a copy of each which shall be delivered to the Trustee and its Authenticating Agent, as applicable, the following information:

- (1) the series of Notes of which the Additional Notes are a part;
- (2) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;
- (3) the issue price, the issue date and the CUSIP number of such Additional Notes; provided, however, that no Additional Notes may be issued at a price that would cause such Additional Notes to have "original issue discount" within the meaning of Section 1273 of the Code; and
- (4) whether such Additional Notes shall be Initial Notes or shall be issued in the form of Exchange Notes.

ARTICLE III

Redemption

SECTION 3.01. Notices to Trustee, Registrar and Paying Agent. If the Company elects to redeem 2019 Notes pursuant to paragraph 5 of the 2019 Notes, it shall notify the Trustee, Registrar and Paying Agent in writing of the redemption date, and the principal amount of 2019 Notes to be redeemed. If the Company elects to redeem 2021 Notes pursuant to paragraph 5 of the 2021 Notes, it shall notify the Trustee, Registrar and Paying Agent in writing of the redemption date, and the principal amount of 2021 Notes to be redeemed.

The Company shall give each notice to the Trustee, Registrar and Paying Agent provided for in this Section at least 45 days before the redemption date unless the Trustee, Registrar or Paying Agent, as applicable, consents to a shorter period. Such notice shall be accompanied by an Officers' Certificate and an Opinion of Counsel from the Company to the effect that such redemption will comply with the conditions herein.

SECTION 3.02. Selection of Securities to Be Redeemed. If fewer than all the Notes of a series are to be redeemed, the Notes to be redeemed or purchased will be selected as follows (a) if such Notes are listed on any national securities exchange, in compliance with the requirements, as specified by the Company, of the principal national securities exchange on which such Notes are listed or (b) if such Notes are not listed on any national securities exchange, on a pro rata basis to the extent practicable, or, if the pro rata basis is not practicable for any reason, by lot or by such other method as the Paying Agent shall deem appropriate, and in each case in accordance with the procedures of DTC to the extent applicable.

The Paying Agent shall promptly notify the Issuers in writing of the Notes selected for redemption or purchase and, in the case of any Note selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes and portions of Notes selected shall be in amounts of \$200,000 or integral multiples of \$1,000; no Notes of \$200,000 or less can be redeemed in part, except that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes held by such Holder, even if not in a principal amount of at least \$200,000 or an integral multiple of \$1,000, shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption or purchase also apply to portions of Notes called for redemption or purchase.

SECTION 3.03. Notice of Redemption. At least 30 days but not more than 60 days before a date for redemption of Notes, the Company shall mail or cause to be mailed a notice of redemption by first-class mail to each Holder of Notes to be redeemed at such Holder's registered address or otherwise in accordance with the procedures of DTC, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture.

The notice shall identify the Notes to be redeemed and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the name and address of the Paying Agent;
- (4) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (5) if fewer than all the outstanding Notes of a series are to be redeemed, the identification and principal amounts of the particular Notes to be redeemed;
- (6) that, unless the Company defaults in making such redemption payment, interest on Notes (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(7) the “CUSIP” number, ISIN or “Common Code” number, if any, printed on the Notes being redeemed; and

(8) that no representation is made as to the correctness or accuracy of the “CUSIP” number, ISIN, or “Common Code” number, if any, listed in such notice or printed on the Notes.

The Company may provide in such notice that payment of the redemption price and performance of the Issuers’ obligations with respect thereto may be performed by another Person. Notice of any redemption upon any Equity Offering may be given prior to the completion of the related Equity Offering, and any such redemption or notice may, at the Company’ s discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

At the Company’ s request, the Registrar shall give the notice of redemption in the Company’ s name and at the Company’ s expense. In such event, the Company shall provide the Registrar with the information required by this Section.

SECTION 3.04. Effect of Notice of Redemption. Once notice of redemption is mailed, Notes called for redemption become due and payable on the redemption date and at the redemption price stated in the notice. Upon surrender to the Paying Agent, such Notes shall be paid at the redemption price stated in the notice, plus accrued interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date), and such Notes shall be canceled by the Trustee or its Authenticating Agent, as applicable, in accordance with its standard policies and procedures. Failure to give notice or any defect in the notice to any Holder shall not affect the validity of the notice to any other Holder.

SECTION 3.05. Deposit of Redemption Price. Prior to the redemption date, the Company shall deposit with the Paying Agent (or, if the Company or a Subsidiary is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued interest on all Notes to be redeemed on that date other than Notes or portions of Notes called for redemption which have been delivered by the Company to the Trustee or its Authenticating Agent, as applicable, for cancellation as well as any other amounts remaining due by the Company or the Issuers in connection with this Indenture and the transactions contemplated hereby.

SECTION 3.06. Securities Redeemed in Part. Upon surrender of a Note that is redeemed in part, the Issuers shall execute and the Trustee or its Authenticating Agent, as applicable, shall authenticate for the Holder (at the Issuers’ expense) a new Note equal in principal amount to the unredeemed portion of the Note surrendered; provided that the unredeemed portion of the Note shall be in a principal amount of \$200,000 or a multiple of \$1,000 in excess thereof.

ARTICLE IV

Covenants

SECTION 4.01. Payment of Notes. The Issuers shall promptly pay the principal of and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds in accordance with this Indenture money sufficient to pay all principal and interest then due.

The Issuers shall pay interest on overdue principal at the rate specified therefor in the Notes, and they shall pay interest on overdue installments of interest at the same rate to the extent lawful.

SECTION 4.02. Reports and Other Information. (a) Whether or not the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company will file with the SEC and provide the Holders of the Notes with such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such information, documents and other reports to be so filed and provided at the times specified for the filings of such information, documents and reports under such Sections and containing all the information, audit reports and exhibits required for such reports; provided that any such report, information or document shall be deemed to have been provided to Holders if it is available through the Commission's EDGAR system or the Company's website. If at any time, the Company is not subject to the periodic reporting requirements of the Exchange Act for any reason, the Company shall nevertheless continue filing the reports specified in the preceding sentence with the SEC within the time periods required by such sentence unless the SEC shall not accept such filing. The Company shall not take any action for the purpose of causing the SEC not to accept any such filings. In addition, the Company shall post any such required reports on its website within the time periods that would apply whether or not the Company is required to file those reports with the SEC.

(b) In connection with the filing or posting of all annual and quarterly reports required pursuant to Section 4.02(a), in connection therewith, the Company shall provide notice of, and host, a conference call open to the public to discuss the results for the applicable period.

SECTION 4.03. Limitation on Restricted Payments. (a) (1) The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly:

(A) declare or pay any dividend or make any distribution or any payment having the effect thereof on account of the Company's or any Restricted Subsidiary's Equity Interests (in such Person's capacity as holder of such Equity Interests), including any dividend or distribution payable in connection with any merger, amalgamation or consolidation other than;

(i) dividends or distributions payable solely in Equity Interests (other than Disqualified Stock) of the Company; or

(ii) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary, the Company or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(B) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Company, including in connection with any merger, amalgamation or consolidation; or

(C) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value in each case, prior to any scheduled repayment, sinking fund payment, amortization payment, or maturity, any Subordinated Indebtedness other than:

(i) Indebtedness of the Company owed to a Guarantor or a Guarantor owed to the Company or another Guarantor; or

(ii) the payment of principal on or the purchase, redemption, defeasance, repurchase or other acquisition or retirement of Subordinated Indebtedness of the Company or any Restricted Subsidiary in anticipation of satisfying a sinking fund obligation, amortization payment, principal installment or Scheduled Maturity, in each case due within one year of the date of such payment of principal or such purchase, redemption, defeasance, repurchase or acquisition; or

(D) make any Investment after the Issue Date that is the designation of any Subsidiary as an Unrestricted Subsidiary;

(all such payments and other actions set forth in clauses (A) through (D) above being collectively referred to as “Restricted Payments”), unless, at the time of such Restricted Payment:

(2) (A) no Default shall have occurred and be continuing or would occur as a consequence thereof;

(B) immediately after giving effect to such transaction the Fixed Charge Coverage Ratio on a consolidated basis for the Company and its Restricted Subsidiaries’ most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of such transaction would have been at least 2.00 to 1.00 determined on a pro forma basis, as if the transaction had occurred at the beginning of the most recently ended four fiscal quarters for which internal financial statements are available; and

(C) the aggregate amount of such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by clauses (1), (2) (with respect to the payment of dividends on Refunding Capital Stock (as defined below) pursuant to clause (c) thereof only) and (7) of Section 4.03(b), but excluding all other Restricted Payments permitted by Section 4.03(b), is less than the sum of (without duplication):

(i) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) beginning on the first day of the fiscal quarter commencing after December 31, 2011 to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; plus

(ii) 100% of the aggregate net proceeds (including Cash Equivalents and the fair value (as determined in good faith by the Company) of assets or other property) received by the Company or a Restricted Subsidiary since immediately after the Issue Date from the issue or sale of:

- a. Equity Interests of the Company, including Treasury Capital Stock (as defined below), but excluding cash proceeds and the fair market value of marketable securities or other property received from the sale of (x) Equity Interests to members of management, directors or consultants of the Company and its Restricted Subsidiaries, after the Issue Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of Section 4.03(b); and (y) Designated Preferred Stock; and
- b. debt of the Company or any Restricted Subsidiary that has been converted into or exchanged for such Equity Interests of the Company;

provided, however, that this clause (ii) shall not include the proceeds from (V) Equity Interests issued or sold by the Company as part of the Transactions, (W) Refunding Capital Stock (as defined below), (X) Equity Interests or convertible debt securities sold to the Company or a Restricted Subsidiary, as the case may be, (Y) Disqualified Stock or debt securities that have been converted into Disqualified Stock or (Z) Excluded Contributions; plus

(iii) 100% of the aggregate amount of net proceeds (including Cash Equivalents and the fair value (as determined in good faith by the Company) of assets or other property) contributed to the capital of the Company after the Issue Date; provided, however, that this clause (c) shall not include proceeds contributed to the Company as part of the Transactions; plus

(iv) 100% of the aggregate amount of proceeds (including Cash Equivalents and the fair value (as determined in good faith by the Company) of other property) received by the Company or a Restricted Subsidiary after the Issue Date from the sale or other disposition (other than to the Company, a Restricted Subsidiary or an Affiliate of the Company) of the stock of an Unrestricted Subsidiary or a dividend or distribution from an Unrestricted Subsidiary after the Issue Date; plus

(v) in the event that the Company designates an Unrestricted Subsidiary as a Restricted Subsidiary after the Issue Date, the fair value of the Company's Investment in such Unrestricted Subsidiary (as determined in good faith by the Company) at the time such Unrestricted Subsidiary is designated as a Restricted Subsidiary.

(b) Section 4.03(a) hereof shall not prohibit:

(1) the payment of any dividend within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Indenture;

(2) (A) the purchase, redemption, defeasance, repurchase, retirement or other acquisition for value of any Equity Interests (upon such purchase, redemption, defeasance, repurchase, retirement or other acquisition "Treasury Capital Stock") or Subordinated Indebtedness of the Company or any Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale or issuance (other than any sale or issuance to the Company or any of its Restricted Subsidiaries) of, Equity Interests (other than Disqualified Stock) of the Company to the extent of the cash proceeds actually contributed to the capital of the Company ("Refunding Capital Stock"), (B) the declaration and payment of dividends on the Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than any sale to the Company or any of its Restricted Subsidiaries) of the Refunding Capital Stock, and (C) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon were permitted under clause (5) of this Section 4.03(b), the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to purchase, redeem, defease, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent company of the Company) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(3) the purchase, redemption, defeasance, repurchase or other acquisition or retirement of Subordinated Indebtedness of the Company or a Restricted Subsidiary made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Company or a Restricted Subsidiary, as the case may be, so long as:

(A) such new Indebtedness is subordinated to the Notes or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so purchased, redeemed, defeased, repurchased, exchanged, acquired or retired for value;

(B) such new Indebtedness has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness being so purchased, redeemed, defeased, repurchased, exchanged, acquired or retired; and

(C) such new Indebtedness has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so purchased, redeemed, defeased, repurchased, exchanged, acquired or retired;

(4) so long as no Default has occurred and is continuing, the purchase, redemption or other acquisition of shares of Capital Stock of the Company or any of its Subsidiaries from employees, former employees, directors or former directors of the Company or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such Restricted Payments (excluding amounts representing cancellation of Indebtedness) shall not exceed \$50.0 million in any calendar year;

(5) the declaration and payments of dividends on Disqualified Stock; provided, however, that, at the time of payment of such dividend, no Default shall have occurred and be continuing (or result therefrom);

(6) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(7) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (7) not to exceed \$500.0 million;

(8) the distribution, by dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(9) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those set forth in Section 4.07 and 4.04; provided, however, that all Notes tendered by Holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed, acquired or retired for value;

(10) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests of the Company or any direct or indirect parent of the Company; provided, however, that any such cash payment shall not be for the purpose of evading the limitation of this Section 4.03 (as determined in good faith by the Company); and

(11) distributions required by, and made in accordance with, Section 4.4(b) of the LLC Operating Agreement as in effect on the Issue Date;

provided, however, that at the time of, and after giving effect to, any Restricted Payment permitted under Section 4.03(b)(7) and (8), no Default shall have occurred and be continuing or would occur as a consequence thereof.

(c) As of the Issue Date, all of the Subsidiaries of the Company, other than the Initial Unrestricted Subsidiaries, shall be Restricted Subsidiaries. The Company shall not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the second to last sentence of the definition of "Unrestricted Subsidiary". For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated shall be deemed to be Investments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation shall be permitted only if a Restricted Payment in such amount would be permitted at such time and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

SECTION 4.04. Asset Sales.

(a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale, unless:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Company as of the date of the consummation of the Asset Sale and without giving effect to any adjustment not then determined or any subsequent changes in value) of the assets sold or otherwise disposed of;

(2) at least 75% of the consideration therefor received (as determined in good faith by the Company) by the Company or such Restricted Subsidiary, as the case may be, is in the form of Cash Equivalents; provided, however, that the amount of:

(A) any liabilities (as shown on the Company' s or such Restricted Subsidiary' s most recent balance sheet or in the footnotes thereto) of the Company or such Restricted Subsidiary, other than any liabilities that are by their terms subordinated in right of payment to the Notes (or Guarantees) or that are owed to the Company or a Restricted Subsidiary, that are assumed by the transferee of any such assets and for which the Company and all of its Restricted Subsidiaries have been validly released by all creditors in writing, or otherwise cease to be Obligations of the Company or any Restricted Subsidiary, and

(B) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received) within 365 days following the closing of such Asset Sale,

shall be deemed to be cash for purposes of this clause (2) and for no other purpose; and

(3) if such Asset Sale involves the disposition of Collateral,

(A) such Asset Sale complies with the applicable provisions of the Security Documents; and

(B) to the extent required by the Security Documents or the covenants in this Indenture, all consideration received in such Asset Sale shall be expressly made subject to Liens under the Security Documents.

(b) Within 540 days after the receipt of any Net Proceeds of any Asset Sale by the Company or any Restricted Subsidiary, the Company or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale to:

(1) permanently reduce any Indebtedness constituting First-Priority Lien Obligations (and, in the case of revolving Obligations, to correspondingly reduce commitments with respect thereto) or any Pari Passu Lien Obligations; provided, however, that if the Issuers or any Guarantor shall so reduce any Pari Passu Lien Obligations, the Company shall equally and ratably reduce Indebtedness under the Notes by making an offer to all holders of Notes to purchase at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest and additional interest, if any, the pro rata principal amount of the Notes) such offer to be conducted in accordance with the procedures set forth for an Asset Sales Offer but without any further limitation in amount; or

(2) in the case of an Asset Sale not involving the disposition of Collateral, permanently reduce (A) any senior unsecured Indebtedness (and, in the case of revolving Indebtedness, to correspondingly reduce commitments with respect thereto) or (B) Indebtedness of a Restricted Subsidiary that is not a Guarantor (and, in the case of revolving Indebtedness, to correspondingly reduce commitments with respect thereto) so long as the Net Proceeds of the Asset Sale are with respect to assets owned by such Restricted Subsidiary that is not a Guarantor and the Net Proceeds of such Asset Sale are received by such Restricted Subsidiary as a result of an Asset Sale by such Restricted Subsidiary; or

(3) (A) make an Investment in any one or more businesses in compliance with Section 4.06 of this Indenture, (B) acquire properties or (C) acquire other assets that, in the case of each of clause (A), (B) and (C), either (x) are used or useful in a Similar Business or (y) replace the businesses, properties or assets that are the subject of such Asset Sale; and provided further, however, that, in the case of an Asset Sale involving the disposition of Collateral, the assets acquired, directly or indirectly, with Net Proceeds from an Asset Sale applied pursuant to this clause (3) shall become Collateral; and

provided further, however, that, in the case of clause (3) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Company or such other Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds shall be applied to satisfy such commitment within the later of 540 days after receipt of such Net Proceeds and 180 days following such commitment and the Net Proceeds are so applied; provided further, however, that if such commitment is cancelled or terminated after the later of such 540 day or 180 day period for any reason before such Net Proceeds are applied, then the portion of the Net Proceeds for which the commitment is canceled or terminated shall constitute Excess Proceeds.

(c) Any Net Proceeds from any Asset Sale described in the preceding paragraph that are not invested or applied as provided and within the 540-day time period (or as such period may be extended by up to 180 days) set forth in the preceding paragraph shall be deemed to constitute “Excess Proceeds,” except the amount of Excess Proceeds shall be reduced by an amount equal to the difference between (x) the principal amount of the Notes offered to be purchased in a bona fide offer pursuant to clause (1) above and (y) the principal amount of the Notes that were purchased pursuant to such offer. When the aggregate amount of Excess Proceeds with respect to the Notes exceeds \$300.0 million, the Company shall make an offer to all Holders of the Notes and, if required by the terms of any other Pari Passu Lien Obligations, to the holder of such Pari Passu Lien Obligations (an “Asset Sale Offer”), to purchase the maximum aggregate principal amount of such Notes and the maximum aggregate principal amount (or accreted value, if less) of such Pari Passu Lien Obligations that is a minimum of \$200,000 or an integral multiple of \$1,000 thereof (in aggregate principal amount) that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof (or accreted value, if applicable) plus accrued and unpaid interest to the date fixed for the closing of such Asset Sale Offer, in accordance with the procedures set forth in this Indenture. The Company shall commence an Asset Sale Offer with respect to Excess Proceeds within thirty Business Days after the date that Excess Proceeds exceed \$300.0 million by mailing the notice required pursuant to the terms of this Indenture, with a copy to the Trustee and the Collateral Agent. The Company, in its sole discretion, may satisfy the foregoing obligations with respect to any Net Proceeds from an Asset Sale by making an Asset Sale Offer with respect to such Net Proceeds prior to the expiration of the relevant period provided above) or with respect to Excess Proceeds of \$300.0 million or less.

To the extent that the aggregate principal amount of Notes and the aggregate principal amount (or accreted value, if applicable) of such other Pari Passu Lien Obligations tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds with respect to the Notes, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to the other covenants contained in this Indenture and the Security Documents. If the aggregate principal amount of Notes and the aggregate principal amount (or accreted value, if applicable) of such other Pari Passu Lien Obligations surrendered in an Asset Sale Offer exceeds the amount of Excess Proceeds with respect to the Notes, the Notes shall be selected and the Company or the agent for such Pari Passu Lien Obligations shall select such Pari Passu Lien Obligations to be purchased, on a pro rata basis based on the principal amount of the Notes and the aggregate principal amount (or accreted value, if applicable) of such other Pari Passu Lien Obligations tendered. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(d) Pending the final application of (a) Net Proceeds from an Asset Sale involving a disposition of Collateral pursuant to this covenant, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility that constitutes First-Priority Lien Obligations, or,

deposit such Net Proceeds temporarily in a deposit account pursuant to which the Collateral Agent has a perfected Lien in favor of the Holders pursuant to the Security Documents, and (b) Net Proceeds from an Asset Sale not involving a disposition of Collateral pursuant to this covenant, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility, including under any Credit Facilities, or otherwise invest or apply such Net Proceeds from an Asset Sale not involving a disposition of Collateral in any manner not prohibited by this Indenture. If the recipient of the Net Proceeds is a Foreign Subsidiary, in lieu of the holder of the actual Net Proceeds depositing or applying such Net Proceeds in the manner described in the foregoing clause (a), the Company or any Restricted Subsidiary may deposit or apply an amount equal to such Net Proceeds in the manner described in the foregoing clause (a).

(e) The Company shall comply with the requirements of Section 14(e) of the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

(f) Except as described in clause (11) of Section 9.02 the provisions under this Indenture relative to the Issuers' obligation to make an offer to repurchase the Notes as a result of an Asset Sale may be waived or modified with the written consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes.

SECTION 4.05. Limitation on Affiliate Transactions. (a) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of their properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of the Fiat Group (each of the foregoing, a "Fiat Transaction") involving aggregate payments or consideration in excess of \$100.0 million (as determined in good faith by the Company), unless such Fiat Transaction is (1) not materially less favorable to the Company or the Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person or (2) as determined in good faith by the Company, reasonable under the circumstances.

(b) The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of their properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (other than the Fiat Group) of the Company (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of \$100.0 million, unless:

(1) such Affiliate Transaction is, as determined in good faith by the Company, on terms that are not materially less favorable to the Company or the relevant Restricted

Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm's-length basis; and

(2) if such Affiliate Transaction or series of related Affiliate Transactions involve aggregate payments or consideration in excess of \$250.0 million, the Company delivers to the Trustee a resolution adopted by the majority of the Board of Directors approving such Affiliate Transaction and set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with clause (1) above.

(c) The provisions of Sections 4.05(a) and (b) shall not apply to the following:

(1) transactions between or among the Company or any of its Restricted Subsidiaries;

(2) Restricted Payments permitted by Section 4.03;

(3) the payment of reasonable and customary fees and compensation paid to, and indemnities provided on behalf of, employees, officers, directors or consultants of the Company or any of its Restricted Subsidiaries;

(4) any agreement as in effect as of the Issue Date and described under the heading "Certain Relationships and Related Party Transactions" in the Offering Memorandum, or any amendment thereto (so long as any such amendment is not disadvantageous in any material respect (as determined in good faith by the Company) to the Holders when taken as a whole as compared to the applicable agreement as in effect on the Issue Date;

(5) any agreement as in effect as of the Issue Date, or entered into thereafter as contemplated by the Master Industrial Agreement as in effect on the Issue Date, between or among any member of the Fiat Group, on the one hand, and the Company and any of its Subsidiaries, on the other hand;

(6) transactions with customers, clients, suppliers, contractors, joint venture partners or purchasers or sellers of goods or services, in each case in the ordinary course of business, or are on terms at least as favorable as would reasonably have been obtained at such time from an unrelated Person (as determined in good faith by the Company);

(7) the issuance of Equity Interests by the Company or a Restricted Subsidiary;

(8) transactions with the Company, a Restricted Subsidiary or joint venture or similar entity which would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an equity interest in or otherwise controls such Restricted Subsidiary, joint venture or similar entity;

(9) payments or loans (or cancellation of loans) to employees or consultants of the Company, any of its direct or indirect parent companies or any of its Restricted

Subsidiaries, but in any event not to exceed \$50.0 million in the aggregate outstanding at any one time, and employment agreements, severance arrangements, stock option plans and other similar arrangements with such employees or consultants which, in each case, are approved by the Board of Directors;

(10) the existence of, or the performance by the Company or any Restricted Subsidiary of its obligations under the terms of, any limited liability company operating agreement, shareholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements that it may enter into after the Issue Date; provided, however, that any such similar agreement or any amendment, taken as a whole, is not materially less favorable to the Company and its Restricted Subsidiaries than the agreement as in effect on the Issue Date (as determined in good faith by the Company);

(11) transactions in the ordinary course of business with (i) Unrestricted Subsidiaries or (ii) joint ventures in which the Company or a Restricted Subsidiary holds or acquires an ownership interest (whether by way of equity interest or otherwise) so long as the terms of any such transactions are not materially less favorable to the Company or the Restricted Subsidiary participating in such joint ventures than they are to other joint venture partners that are not otherwise Affiliates of the Company;

(12) transactions with respect to which the Company or the Board of Directors has received a written opinion from an Independent Advisor with respect to the fairness of such transaction or a written opinion from an Independent Advisor that such transaction is on terms are not materially less favorable to the Company or the Restricted Subsidiary than those that the Company and its Restricted Subsidiaries than could reasonably be expected to be obtained at the time in an arm's length transaction with a Person who is not an Affiliate; and

(13) transactions between or among any member of the Fiat Group, on the one hand, and the Company and any of its Subsidiaries, on the other hand, which are approved by a majority of the Non-Fiat Directors.

SECTION 4.06. Limitation on Line of Business. The Company shall not, and shall not permit any Restricted Subsidiary, to engage in any business other than a Similar Business.

SECTION 4.07. Change of Control. (a) If a Change of Control Event occurs, unless the Company has previously or concurrently mailed a redemption notice with respect to all the then outstanding Notes of such series as set forth in paragraph 6 of the Notes and Section 3.03 hereof, the Company shall make an offer to purchase all of the Notes pursuant to the offer described below (the "Change of Control Offer") at a price in cash (the "Change of Control Payment") equal to 101.0% of the aggregate principal amount thereof, together with accrued and unpaid interest, if any, to the date of purchase, subject to the right of Holders of record of such series of Notes on the relevant record date to receive interest due on the relevant interest payment date. In connection with any Change of Control Event (but not later than 30 days following any Change of Control Event), the Company shall send notice of such Change of

Control Offer by first-class mail, with a copy to the Trustee, the Paying Agent and the Registrar, to each Holder of Notes of such series to the address of such Holder appearing in the security register, or otherwise in accordance with the procedures of DTC, with the following information:

- (1) that a Change of Control Offer is being made pursuant to Section 4.07 of this Indenture, and that all Notes properly tendered pursuant to such Change of Control Offer shall be accepted for payment by the Company;
- (2) the purchase price and the purchase date, which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed (the "Change of Control Payment Date");
- (3) that any Note not properly tendered shall remain outstanding and continue to accrue interest;
- (4) that unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest on the Change of Control Payment Date;
- (5) that Holders shall be entitled to withdraw their tendered Notes and their election to require the Company to purchase such Notes, provided, however, that the Paying Agent receives, not later than the close of business on the fifth Business Day preceding the Change of Control Payment Date a facsimile or electronic mail transmission attaching a signed letter thereto or a letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;
- (6) that the Holders whose Notes are being repurchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, provided that the unpurchased portion of the Notes must be equal to a minimum of \$200,000 and an integral multiple of \$1,000 in principal amount;
- (7) if such notice is mailed prior to the occurrence of a Change of Control Event, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control Event; and
- (8) other instructions, as determined by the Company, consistent with this Section 4.07, that a Holder must follow to tender its Notes.

The notice, if mailed in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (a) the notice is mailed in a manner herein provided and (b) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder's failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect. The Company shall comply with the requirements of Section 14(e) of the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes by

the Company pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

(b) On the Change of Control Payment Date, the Company shall, to the extent permitted by law,

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer,

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered, and

(3) deliver, or cause to be delivered, to the Registrar for cancellation (and delivery to the Paying Agent if the Registrar and Paying Agent are separate entities) the Notes so accepted together with an Officer's Certificate to the Registrar stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 4.08. Limitation on Liens. (a) The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, suffer to exist or permit to become effective any Lien to secure Indebtedness of any kind upon any of their assets, now owned or hereafter acquired, other than Permitted Liens.

(b) The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, suffer to exist or permit to become effective any Lien of any kind upon any of their assets, now owned or hereafter acquired that secures Obligations under Indebtedness that is contractually senior in lien priority (without regard to control of remedies) to any security interest at any time granted to secure the Notes or the Guarantees and is also contractually junior in lien priority (without regard to control of remedies) to any security interest at any time granted to secure any other Indebtedness. The foregoing paragraph shall not apply to any assets on which the Notes do not have a Lien or any assets on which the Notes are not required to have a Lien.

(c) For purposes of clause (8)(C) of the definition of "Permitted Liens," the Consolidated Secured Debt Ratio shall be tested only as of the date of Incurrence of Secured Indebtedness pursuant thereto and, thereafter, shall be deemed not to have been violated with respect to such Incurrence as a result of subsequent changes in the Consolidated Secured Debt Ratio.

SECTION 4.09. Limitation on Sale/Leaseback Transactions. The Company shall not, and shall not permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction with respect to any property unless the Company or such Restricted Subsidiary would be entitled to create a Lien on such property securing such Attributable Debt pursuant to Section 4.08(a). After the Fall-Away Date, the foregoing reference to Section 4.08(a) shall be to Section 4.16(c).

SECTION 4.10. Future Guarantors. The Company shall cause each domestic Restricted Subsidiary that (i) Guarantees Indebtedness under any Credit Facility or (ii) holds assets in an amount equal to or greater than 5.0% of the Consolidated Net Tangible Assets of the Company to, promptly, execute and deliver to the Trustee and the Collateral Agent a Guarantee Agreement pursuant to which such Restricted Subsidiary shall Guarantee payment of the Notes on the same terms and conditions as those set forth in this Indenture. The Company shall cause each Restricted Subsidiary that becomes a Guarantor to execute and deliver to the Collateral Agent the applicable Security Documents pursuant to which its assets (of the same type as the assets of the Company and the other Guarantors constituting Collateral) shall become part of the Collateral and shall secure the Notes and Guarantees in the manner specified in this Indenture and the Security Documents.

SECTION 4.11. Future Collateral. From and after the Issue Date, if the Issuers or any Guarantor creates any additional security interest upon any property or asset to secure any Indebtedness pursuant to clause (6), (7), (8), (11)(B) or (12)(B) of the definition of Permitted Liens or pursuant to clause (21) of the definition of Permitted Liens to the extent it relates to the refinancing of Indebtedness secured pursuant to clause (6), (7), (8), (11)(B) or (12)(B) of the definition of Permitted Liens (other than Liens on any DOE Assets or DOE Replacement Assets to secure the Senior Credit Facilities; provided, however, that such Liens to secure the Senior Credit Facilities are junior in priority to the Lien on such assets securing any Permitted DOE Facility or any Indebtedness secured pursuant to clause (12)(A) of the definition of Permitted Liens), it must use commercially reasonable efforts to concurrently execute and deliver such security instruments, financing statements and such certificates and opinions of counsel to vest in the Collateral Agent a perfected security interest (subject only to Permitted Liens) in such property or asset and to have such property or asset added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such property or asset to the same extent and with the same force and effect. If granting a security interest in such property requires the consent of a third party, the Issuers or the applicable Guarantor shall use commercially reasonable efforts to obtain such consent with respect to the junior-priority security interest for the benefit of the Collateral Agent on behalf of the Holders. If such third party does not consent to the granting of the junior-priority security interest after the use of such commercially reasonable efforts, the applicable entity shall not be required to provide such security interest.

SECTION 4.12. Impairment of Security Interest. The Company shall not, and shall not permit any Restricted Subsidiary to, take or knowingly or negligently omit to take, any action which action or omission could reasonably be expected to, have the result of materially impairing the security interests with respect to the Collateral for the benefit of the Collateral Agent and the Holders of the Notes (including materially impairing the lien priority of the Notes with respect thereto) (it being understood that any release permitted by the terms of this Indenture, the Security Documents or the Intercreditor Agreement and the incurrence of Permitted Liens shall not be deemed to so materially impair the security interests with respect to the Collateral).

SECTION 4.13. Limitation on Business Activities of the Co-Issuer. The Co-Issuer may not hold any assets, become liable for any obligations or engage in any business activities; provided that it may be a co-obligor with respect to the Notes or any other

Indebtedness issued by the Company and may engage in any activities directly related thereto or necessary in connection therewith. The Co-Issuer shall be a Wholly Owned Subsidiary and a Restricted Subsidiary of the Company (or its permitted successors) at all times.

SECTION 4.14. Compliance Certificate. (a) The Issuers and each Guarantor (to the extent that such Guarantor is so required under the TIA) shall deliver to the Trustee and the Collateral Agent, within 120-days after the end of each fiscal year of the Issuers, an Officers' Certificate stating that a review of the activities of the Company and its Restricted Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer (who shall be the principal executive officer, principal financial officer or principal accounting officer) with a view to determining whether the Issuers have kept, observed, performed and fulfilled their obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to his or her knowledge the Issuers have kept, observed, performed and fulfilled each and every condition and covenant contained in this Indenture during such fiscal year. For purposes of this Section 4.14, compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

(b) Within five Business Days after the dates on which a senior officer of the Company becomes aware of any Default, the Issuers shall deliver to the Trustee and the Collateral Agent a statement specifying such Default and what action the Issuers propose to take with respect thereto.

SECTION 4.15. Further Assurances. The Issuers and the Guarantors shall, at their sole expense, do all acts that may be reasonably necessary to confirm that the Collateral Agent holds, for the benefit of the Holders and the Trustee, duly created, enforceable and perfected junior-priority Liens in the Collateral, subject only to Permitted Liens. As necessary, or upon request of the Collateral Agent, the Issuers and the Guarantors shall, at their sole expense, execute, acknowledge and deliver such documents and instruments and take such other actions as may be necessary to assure, perfect, transfer and confirm the rights conveyed by the Security Documents, to the extent permitted by applicable law. Notwithstanding anything to the contrary, however, the Collateral Agent shall have no obligation to so request and shall have no liability to the Holders of the Notes in connection with any such request or its failure to make any such request.

SECTION 4.16. Fall-Away of Covenants on Achievement of Investment Grade Status. (a) Following the first day (the "Fall-Away Date") that (1) the Notes have had an Investment Grade Rating from both of the Rating Agencies for at least 60 consecutive days and the Company has delivered written notice of such Investment Grade Ratings to the Trustee and the Collateral Agent; and (2) no Default has occurred and is continuing under this Indenture, the Company and its Restricted Subsidiaries shall not be subject to Sections 4.03, 4.04, 4.05, 4.06, 4.08, 4.11, 4.12 and 5.01(a)(4) and Article XI of this Indenture. In addition, from and after the Fall-Away Date, the Liens on the Collateral shall be automatically released with respect to the Notes and the Guarantees.

(b) For purposes of Section 4.04, on any Fall-Away Date, the Net Proceeds amount shall be reset to zero.

(c) From and after the Fall-Away Date, other than Excepted Liens, the Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, create, incur, issue, assume, suffer to exist or permit to become effective any Lien to secure Indebtedness of any kind upon any Principal Property or upon any shares of Capital Stock or Indebtedness of any Subsidiary of the Company that owns any Principal Property (whether now owned or hereafter acquired) without effectively providing concurrently therewith that the Notes (together with, if the Company shall so determine, any other Indebtedness of or guarantee by the Company or such Subsidiary ranking equally with the Notes) shall be secured equally and ratably with (or, at the option of the Company, prior to) the Indebtedness secured by such Lien until such time as such Indebtedness is no longer secured by such Lien. From and after the Fall-Away Date, any references in this Indenture to Section 4.08 shall be deemed to be a reference to this Section 4.16(c).

(d) Solely for purposes of this Section 4.16, the following terms shall have the following meanings:

“Excepted Liens” means (a) Liens existing on property or other assets at the time the Company or a Subsidiary acquired the property or such other assets, including any acquisition by means of an amalgamation, merger or consolidation with or into the Company or any of its Subsidiaries; provided, however, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition, amalgamation, merger or consolidation; (b)(1) Liens existing on property or shares of stock or other assets of a Person at the time such Person becomes a Subsidiary, or Liens existing thereon to secure the payment of all or any part of the purchase price thereof, or (2) Liens existing on property or shares of stock or other assets of a Person to secure any Indebtedness for borrowed money incurred prior to, at the time of, or within one year after, the latest of the acquisition thereof, or, in the case of property, the completion of construction, the completion of improvements or the commencement of substantial commercial operation of such property for the purpose of financing all or any part of the purchase price thereof, such construction or the making of such improvements; (c) Liens to secure Indebtedness for borrowed money owing to the Company or to any of its Subsidiaries; (d) Liens existing on the Fall-Away Date; (e) any Lien that would qualify as a “Permitted Lien”, except for Liens that would qualify as a “Permitted Lien” pursuant to clauses (6), (7), (8), (9), (10), (11) and (12) thereof; and (f) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (a) through (e), without increase of the principal of the Indebtedness secured thereby; provided, however, that (i) such new Lien shall be limited to all or part of the same property that was subject to the original Lien (plus improvements on such property) and (ii) the obligations under Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (a) through (e) above at the time the original Lien became an Excepted Lien under this Indenture, and (y) an amount necessary to pay premiums (including tender premiums), defeasance costs and fees and expenses in connection with such refinancing, refunding, extension, renewal or replacement; provided further, however, that the Liens permitted by any of the foregoing clauses (a) through (d) may not extend to any other property owned by the Company or any of its Subsidiaries other than the property specified in such clauses and improvements thereto.

“Principal Property” means the land, land improvements, buildings and fixtures (to the extent they constitute real property interests) (including any leasehold interest therein) constituting the principal corporate office, any manufacturing plant or any manufacturing facility (whether now owned or hereafter acquired) and the equipment located thereon which (a) is owned by the Company or any of its domestic Subsidiaries; (b) is located in the United States; (c) has not been determined in good faith by the Board of Directors not to be materially important to the total business conducted by the Company and its Subsidiaries taken as a whole; and (d) has a net book value on the date of determination in excess of 10.0% of Consolidated Net Tangible Assets.

ARTICLE V

Successor Company

SECTION 5.01. When Company May Merge or Transfer Assets. (a) Other than in connection with a Corporate Reorganization, the Company may not, directly or indirectly, consolidate or merge with or into or wind up into (whether or not the Company is the surviving corporation), nor may the Company sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries, taken as a whole, in one or more related transactions, to any Person unless:

(1) the Company is the surviving entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof, Canada or any province thereof, or any member state of the European Union (the Company or such Person, as the case may be, being herein called the “Successor Company”); provided, however, that in the case where the Successor Company is not a corporation, a co-obligor of the Notes is a corporation;

(2) the Successor Company, if other than the Company, expressly assumes all the obligations of the Company under this Indenture, the Notes and the Security Documents pursuant to a supplemental indenture or other documents or instruments;

(3) immediately after such transaction, no Default exists;

(4) immediately after giving pro forma effect to such transaction and any related financing transactions the Fixed Charge Coverage Ratio on a consolidated basis for the Successor Company and its Restricted Subsidiaries’ most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of such transaction, calculated immediately after giving pro forma effect to such transaction and any related financing transactions as if the transaction had occurred at the beginning of the most recently ended four fiscal quarters for which internal financial statements are available, would have been (a) at least 2.00 to 1.00 or

(b) not less than the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries immediately prior to such transaction without giving effect to such transaction;

(5) each Guarantor, unless it is the other party to the transactions described above, in which case Section 5.01(b)(1)(B) of the second succeeding paragraph shall apply, shall have by supplemental indenture confirmed that its Guarantee and security interest under the Security Documents shall apply to such Person's obligations under this Indenture, the Guarantee, the Notes and the Security Documents; and

(6) the Company shall have delivered to the Trustee and the Collateral Agent an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture.

(b) Subject to certain limitations described in this Indenture governing release of a Guarantee upon the sale, disposition or transfer of a guarantor, no Guarantor shall, and the Company shall not permit any Guarantor to, directly or indirectly, consolidate or merge with or into or wind up into (whether or not the Company or such Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(1) (A) such Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is organized or existing under the laws of the jurisdiction of organization of such Guarantor, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof, Canada or any province thereof or any member state of the European Union (such Guarantor or such Person, as the case may be, being herein called the "Successor Person");

(B) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under this Indenture, such Guarantor's related Guarantee and such Guarantor's obligations related to the Security Documents, pursuant to supplemental indentures or other documents or instruments;

(C) immediately after such transaction, no Default exists; and

(D) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture; or

(2) the transaction complies with Section 4.04(a) (1) and (2) to the extent applicable.

Notwithstanding the foregoing, any Guarantor may:

(1) Merge or consolidated with or into or wind up into or transfer all or part of its properties and assets to another Guarantor or the Company;

(2) Merge with or into an Affiliate of the Company solely for purpose of reincorporating the Guarantor in the United States, any state thereof, the District of Columbia or any territory thereof;

(3) Convert into (which may be effected by merger with a Restricted Subsidiary that has substantially no assets and liabilities) a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guarantor (which may be effected by merger so long as the survivor thereof is a Guarantor).

(c) The Co-Issuer may not, directly or indirectly, consolidate or merge with or into or wind up into (whether or not the Co-Issuer is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Co-Issuer's properties or assets, in one or more related transactions, to any Person unless:

(1) (A) concurrently therewith, a corporate Wholly Owned Restricted Subsidiary of the Company organized and validly existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof (which may be the continuing Person as a result of such transaction) expressly assumes all the obligations of the Co-Issuer under the Notes, pursuant to supplemental indentures or other documents or instruments, and the Registration Rights Agreement if the exchange offer contemplated therein has not been consummated or if the Issuers continue to have an obligation to file or maintain the effectiveness of a shelf registration statement as provided under such agreement; or (B) after giving effect thereto, at least one obligor on the notes shall be a corporation organized and validly existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof;

(2) immediately after such transaction, no Default exists; and

(3) the Co-Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture, if any, comply with this Indenture.

ARTICLE VI

Defaults and Remedies

SECTION 6.01. Events of Default. (a) An "Event of Default" with respect to any series of Notes occurs if:

(1) there is default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Notes of that series;

(2) there is a default for 30 days or more in the payment when due of interest on or with respect to that series of Notes;

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- (3) the failure by the Issuers to comply with their obligations under Section 5.01(a) with respect to that series of Notes;
- (4) the failure by the Company to comply for 60 days after notice to the Company by the Trustee or to the Company and the Trustee by Holders of at least 25% in principal amount of Notes of such series with its obligation to make a Change of Control Offer in accordance with Section 4.07 with respect to that series of Notes;
- (5) the failure by the Company to comply for 120 days after notice to the Company by the Trustee or to the Company and the Trustee by Holders of at least 25% in principal amount of Notes of such series with its obligations under Section 4.02 with respect to that series of Notes;
- (6) the failure by the Issuers or any Guarantor to comply for 60 days after notice to the Company by the Trustee or to the Company and the Trustee by Holders of at least 25% in principal amount of Notes of such series with any of its other obligations, covenants or agreements contained in this Indenture, the Security Documents or the Notes applicable to that series of Notes;
- (7) Indebtedness of the Company, the Co-Issuer, any Guarantor or any Significant Party is not paid within any applicable grace period after final maturity or is accelerated by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds \$500.0 million; provided, however, that it shall be deemed not to be an Event of Default if such Indebtedness is paid or otherwise acquired or retired (or for which such failure to pay or acceleration is waived or rescinded) within 30 Business Days after such failure to pay or such acceleration;
- (8) the failure by the Company, the Co-Issuer or any other Significant Party to pay final non-appealable judgments aggregating in excess of \$500.0 million, which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgments become final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;
- (9) the Company, the Co-Issuer or any other Significant Party, pursuant to or within the meaning of any Bankruptcy Law:
- (A) commences proceedings to be adjudicated bankrupt or insolvent;
 - (B) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law;
 - (C) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;
 - (D) makes a general assignment for the benefit of its creditors; or

(E) admits in writing its inability to pay its debts generally as they become due or the takes corporate action in furtherance of any such action;

(10) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company, the Co-Issuer or any Significant Party in a proceeding in which the Company, the Co-Issuer or any such Significant Party is to be adjudicated bankrupt or insolvent;

(B) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, the Co-Issuer or any Significant Party, or for all or substantially all of the property of the Company, the Co-Issuer or any Significant Party; or

(C) orders the liquidation of the Company, the Co-Issuer or any Significant Party;

and the order or decree remains unstayed and in effect for 60 consecutive days;

(11) the Guarantee of any Significant Party with respect to that series of Notes shall for any reason cease to be in full force and effect or be declared null and void or any Officer of any Guarantor that is a Significant Party, as the case may be, denies in writing that it has any further liability under its Guarantee with respect to that series of Notes or gives written notice to such effect, other than by reason of the termination of this Indenture or the release of any such Guarantee with respect to that series of Notes in accordance with this Indenture; or

(12) the security interest in the Collateral created under any Security Document with respect to that series of Notes shall, at any time, cease to be in full force and effect and constitute a valid and perfected Lien with the priority required by this Indenture for any reason other than (A) the satisfaction in full of all obligations under this Indenture and discharge of this Indenture or in accordance with the terms of the Intercreditor Agreement or (B) in accordance with the terms of this Indenture, the Intercreditor Agreement and the Security Documents or any security interest created under any Security Document shall be invalid or unenforceable, in each case, on any material portion of the Collateral purported to be covered thereby, or the Company or any Guarantor required to grant a security interest in Collateral shall assert, in any pleading in any court of competent jurisdiction, that any such security interest is invalid or unenforceable and in each case such failure or such assertion shall have continued uncured or unrescinded for a period of 20 days.

(b) In the event of any Event of Default specified in clause (7) of Section 6.01(a), such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(1) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged; or

(2) Holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(3) the default that is the basis for such Event of Default has been cured.

SECTION 6.02. Acceleration. If any Event of Default (other than of a type specified in clauses (9) and (10) of Section 6.01(a) with respect to the Company or the Co-Issuer) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 25% in aggregate principal amount of the particular series of Notes then outstanding may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes of that series to be due and payable immediately. Upon the effectiveness of such declaration, such principal and interest shall be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising under clause (9) and (10) of Section 6.01(a) with respect to the Company or the Co-Issuer, all outstanding Notes shall become due and payable without further action or notice. The Trustee may withhold from the Holders notice of any continuing Default, except a Default relating to the payment of principal, premium, if any, or interest, if it determines that withholding notice is in their interest. In addition, the Trustee shall have no obligation to accelerate the Notes if in the best judgment of the Trustee acceleration is not in the best interest of the Holders of the Notes with respect to that series of Notes.

SECTION 6.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of or interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 6.04. Waiver of Past Defaults. The Holders of a majority in aggregate principal amount of the then outstanding Notes of any series under this Indenture by notice to the Trustee may, on behalf of the Holders of all of the Notes of that series, waive any existing Default with respect to that series of Notes and its consequences under this Indenture (except a continuing Default in the payment of interest on, premium, if any, or the principal of any Note held by a non-consenting Holder) and rescind any acceleration with respect to the Notes of that series and its consequences (except if such rescission would conflict with any judgment of a court of competent jurisdiction).

SECTION 6.05. Control by Majority. Holders of a majority in aggregate principal amount of a series of outstanding Notes thereunder are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or

of exercising any trust or power conferred on the Trustee with respect to such series of Notes. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note or that would involve the Trustee in personal liability unless, in the case of such liability, the Holders provide indemnity satisfactory to the Trustee in connection therewith.

SECTION 6.06. Limitation on Suits. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder of a series of Notes may pursue any remedy with respect to this Indenture or such series of Notes unless:

- (1) such Holder has previously given the Trustee notice that an Event of Default with respect to such series is continuing;
- (2) Holders of at least 25% in aggregate principal amount of the then outstanding Notes of that series have made written request to the Trustee to pursue the remedy;
- (3) Holders of the Notes of that series have offered the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;
- (4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- (5) Holders of a majority in aggregate principal amount of the then outstanding Notes of that series have not given the Trustee a direction inconsistent with such request within such 60-day period.

A Holder of Notes may not use this Indenture to prejudice the rights of another Holder of Notes or to obtain a preference or priority over another Holder of Notes. In the event that the Definitive Notes are not issued to any beneficial owner promptly after the Registrar has received a request from the Holder of a Global Note to issue such Definitive Notes to such beneficial owner or its nominee, the Issuers expressly agree and acknowledge, with respect to the right of any Holder to pursue a remedy pursuant to this Indenture, the right of such beneficial holder of Notes to pursue such remedy with respect to the portion of the Global Note that represents such beneficial holder's Notes as if such Definitive Notes had been issued.

SECTION 6.07. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal of and interest on the Notes held by such Holder, on or after the respective due dates expressed in the Notes (including in connection with an Asset Sale Offer or a Change of Control Offer), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.08. Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) (1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount then due and owing (together with interest on any unpaid interest to the extent lawful) and the amounts provided for in Section 7.06.

SECTION 6.09. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuers, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding has been instituted.

SECTION 6.10. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuers (or any other obligor upon the Notes including the Guarantors), their creditors or their property and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.06.

SECTION 6.11. Priorities. If the Trustee collects any money or property pursuant to this Article 6, it shall pay out the money or property in the following order:

FIRST: to the Trustee and the Agents and their respective agents and attorneys for amounts due under Section 7.06 hereof, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and any Agent and the costs and expenses of collection;

SECOND: to Holders of the Notes for amounts due and unpaid on the Notes for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

THIRD: to the Issuers or, to the extent the Trustee collects any amount for any Guarantor, to such Guarantor.

The Trustee may fix a record date and payment date for any payment to Holders of the Notes pursuant to this Section. At least 15 days before such record date, the Company shall mail to each Holder of the Notes and the Trustee a notice that states the record date, the payment date and amount to be paid.

SECTION 6.12. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the

suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in aggregate principal amount of the Notes of a series then outstanding.

SECTION 6.13. Waiver of Stay or Extension Laws. The Issuers (to the extent they may lawfully do so) shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuers (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VII

Trustee and Agents

SECTION 7.01. Duties of Trustee and Agents. (a) If an Event of Default of which a Responsible Officer of the Trustee has actual knowledge has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) (1) The Trustee (except during the continuance of an Event of Default) and each Agent undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee or any Agent; and (2) in the absence of bad faith on its part, the Trustee (except during the continuance of an Event of Default) and each Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to it and conforming to the requirements of this Indenture. However, the Trustee and each Agent shall examine such certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee and each Agent may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) this subsection (c) does not limit the effect of subsection (b) of this Section;

(2) neither the Trustee nor any Agent shall be liable for any error of judgment made in good faith by a Trust Officer unless it is proved in a court of competent jurisdiction by final and nonappealable judgment that the Trustee or such Agent, as applicable, was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Neither the Trustee nor any Agent shall be liable for interest on any money received by it except as the Trustee or such Agent in its sole discretion may otherwise agree in writing with the Company.

(e) Money held in trust by the Trustee or any Agent need not be segregated from other funds except to the extent required by law.

(f) No provision of this Indenture shall require the Trustee or any Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the provisions of the TIA.

SECTION 7.02. Rights of Trustee and Agents. (a) The Trustee and each Agent may rely on any resolution, certificate of auditors, or any other certificate, statement, instrument, report, notice, request, consent, direction, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper person. Neither the Trustee nor any Agent need investigate any fact or matter stated therein.

(b) Before the Trustee or any Agent acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. Neither the Trustee nor any Agent shall be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(c) The Trustee and each Agent may act through agents, attorneys or custodians and shall not be responsible for the misconduct or negligence of any such agent, attorney or custodian appointed with due care.

(d) The Trustee and each Agent shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that the Trustee's or Agent's conduct does not constitute willful misconduct or negligence.

(e) The Trustee and each Agent may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) Neither the Trustee nor any Agent shall be required to take notice or be deemed to have notice or knowledge of any Default or Event of Default unless a

Responsible Officer of the Trustee or such Agent shall have received written notice or obtained actual knowledge thereof. In the absence of receipt of such notice or actual knowledge, the Trustee or such Agent may conclusively assume that there is no Default or Event of Default.

(g) Neither the Trustee nor any Agent under this Indenture shall have any duty (1) to see to any recording, filing, or depositing of this Indenture or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any rerecording, refiling or redepositing of any thereof, (2) to see to any insurance or (3) to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind.

(h) Subject to Section 7.01 of this Indenture, neither the Trustee nor any Agent shall be under any obligation to exercise any of the trusts or powers vested in it by this Indenture or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any of the Holders, pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee or Agent, as applicable, security or indemnity satisfactory to the Trustee or Agent, as applicable, against the costs, expenses and liabilities which may be incurred therein or thereby.

(i) The right of the Trustee or any Agent to perform any discretionary act enumerated in this Indenture shall not be construed as a duty, and neither the Trustee nor any Agent shall be answerable for other than its negligence or willful misconduct in the performance of such act.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the trust created hereby or the powers granted hereunder.

(k) To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened by the Trustee or any Agent, the Trustee or such Agent, as applicable, will ask for information that will allow the Trustee or such Agent, as applicable, to identify relevant parties. The parties hereto hereby acknowledge such information disclosure requirements and agree to comply with all such information disclosure requests from time to time from the Trustee or any Agent.

(l) Notwithstanding anything to the contrary herein, any and all email communications (both text and attachments) by or from any Agent that such Agent deems to contain confidential, proprietary, and/or sensitive information may be encrypted. The recipient (the "Email Recipient") of the encrypted email communication will be required to complete a registration process. Instructions on how to register and/or retrieve an encrypted message will be included in the first secure email sent by the such Agent to the Email Recipient. Additional information and assistance on using the encryption technology can be found at Citibank's Secure Email website at www.citigroup.com/citigroup/citizen/privacy/email.htm or by calling (866) 535-2504 (in the U.S.) or (904) 954-6181.

SECTION 7.03. Individual Rights of Trustee and Agents. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

SECTION 7.04. Trustee' s and Agents' Disclaimer. Neither the Trustee nor any Agent shall be responsible for and none of them makes any representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuers' use of the proceeds from the Notes, and it shall not be responsible for any statement of the Issuers in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee' s or its Authenticating Agent' s, as applicable, certificate of authentication.

SECTION 7.05. Notice of Defaults. If a Default occurs with respect to Notes of either series, is continuing and is actually known to a Responsible Officer of the Trustee, the Trustee shall mail to each Holder of a Note of such series notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of or interest on any Note of such series (including payments pursuant to the mandatory redemption provisions of such Note, if any), the Trustee may withhold the notice if and so long it determines in good faith that withholding the notice is not opposed to the interests of the Holders of the Notes of such series.

SECTION 7.06. Compensation and Indemnity. The Issuers shall pay to the Trustee and any Agent from time to time such compensation as shall be agreed in writing between the Issuers and the Trustee for its services hereunder. The Trustee' s compensation hereunder shall not be limited by any law on compensation of a trustee of an express trust. The Issuers shall reimburse the Trustee and each Agent upon request for all reasonable out-of-pocket expenses incurred or made by it in accordance with any provision of this Indenture, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee' s or such Agent' s agents, counsel, accountants and experts. The Issuers shall indemnify the Trustee and each Agent against any and all loss, liability or expense (including attorneys' fees) incurred by it in connection with the administration of this trust and the performance of its duties hereunder. The Trustee and each Agent shall notify the Issuers promptly of any claim for which it may seek indemnity. Failure by the Trustee or Agent to so notify the Issuers shall not relieve the Issuers of its obligations hereunder. The Company will defend the claim and the Trustee or Agent, as applicable, will cooperate in the defense. The Trustee or Agent may employ separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent will not be unreasonably withheld, conditioned or delayed. The Issuers need not reimburse any compensation, expense, disbursement or advance or indemnify against any loss, liability or expense incurred by the Trustee or Agent through the Trustee' s or Agent' s own willful misconduct, negligence or bad faith.

To secure the Issuers' payment obligations in this Section, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes.

The Issuers' payment obligations pursuant to this Section shall survive the discharge of this Indenture. When the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(a)(9) or (10) with respect to the Issuers, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

SECTION 7.07. Replacement of Trustee and Agents.

(a) No resignation or removal of the Trustee or any Agent and no appointment of a successor Trustee or Agent, as applicable, pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee or Agent, as applicable, in accordance with the applicable requirements of Section 7.08;

(b) The Trustee and each Agent may resign at any time with respect to either series of the Notes by giving written notice thereof to the Issuers. Upon receiving such notice of resignation, the Issuers shall promptly appoint a successor trustee or agent, as applicable, by written instrument executed by authority of the Board of Directors of each Issuer, a copy of which shall be delivered to the resigning Trustee or Agent, as applicable, and a copy to the successor trustee or agent, as applicable. If the instrument of acceptance by a successor Trustee or Agent, as applicable, required by Section 7.08 shall not have been delivered to the Trustee or Agent, as applicable, within 60 days after the giving of such notice of resignation, the resigning Trustee or Agent, as applicable, may petition, at the expense of the Issuers, any court of competent jurisdiction for the appointment of a successor Trustee or Agent, as applicable, with respect to the Notes of such series;

(c) The Trustee and any Agent may be removed at any time with respect to either series of Notes by Act of the Holders of not less than a majority in principal amount of the Outstanding Notes of such series, delivered to the Trustee or such Agent, as applicable, and to the Issuers. If the instrument of acceptance by a successor Trustee or Agent, as applicable, required by Section 7.08 shall not have been delivered to the Trustee or such Agent, as applicable, within 60 days after the giving of such notice of resignation, the resigning Trustee or Agent, as applicable, may petition, at the expense of the Issuers, any court of competent jurisdiction for the appointment of a successor Trustee or Agent, as applicable;

(d) The Issuers may remove any Agent at any time without the consent of the Holders or any Agent.

(e) If at any time:

- (1) the Trustee fails to comply with Section 7.10;
- (2) the Trustee is adjudged bankrupt or insolvent;
- (3) a receiver or other public officer takes charge of the Trustee or its property; or
- (4) the Trustee otherwise becomes incapable of acting,

then, in any such case, (i) the Issuers, by resolution of the Board of Directors of each of the Issuers, may remove the Trustee with respect to either or both series of Notes, or (ii) subject to TIA Section 315(e), any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to either or both series Notes and the appointment of a successor Trustee;

(f) If the Trustee or any Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee or any Agent for any cause, with respect to the Notes of either or both series, the Issuers shall promptly appoint a successor Trustee or Agent, as applicable, with respect to the Notes of that or those series. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee or Agent, as applicable, with respect to the Notes of either series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Notes of such series delivered to the Issuers and the retiring Trustee or Agent, as applicable, the successor Trustee or Agent, as applicable, so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee or Agent, as applicable, with respect to the Notes of such series and supersede the successor Trustee or Agent, as applicable, appointed by the Issuers. If no successor Trustee or Agent, as applicable, shall have been so appointed by the Issuers or the Holders and accepted appointment in the manner hereinafter provided, any Holder who has been a bona fide Holder of a Note of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee or Agent, as applicable, with respect to the Notes of such series;

The Issuers shall give or shall cause to be given notice of each resignation and each removal of the Trustee or any Agent with respect to the Notes of either series and each appointment of a successor Trustee or Agent with respect to the Notes of either series to the Holders in the manner provided for in Section 12.02. Each notice shall include the name of the successor Trustee or Agent, as applicable, with respect to the Notes of such series and, in the case of the Trustee, the address of its corporate trust office.

SECTION 7.08. Acceptance of Appointment by Successor. A successor Trustee or Agent with respect to a series of the Notes shall deliver a written acceptance of its appointment to the retiring Trustee or Agent, as applicable, and to the Issuers. Thereupon the resignation or removal of the retiring Trustee or Agent shall become effective, and the successor Trustee or Agent, as applicable, shall have all the rights, powers and duties of the Trustee or such Agent, as applicable, under this Indenture. The successor Trustee or Agent with respect to a series of Notes shall mail a notice of its succession to Holders of the Notes of such series. The retiring Trustee or Agent shall promptly transfer all property held by it as Trustee or Agent, as applicable, to the successor Trustee or Agent, as applicable, subject to the lien provided for in Section 7.06.

SECTION 7.09. Successor Trustee or Agent by Merger. If the Trustee or any Agent consolidates with, merges or converts into, or transfers all or substantially all its corporate

trust business (in the case of the Trustee) or agency and trust business (in the case of any Agent) or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee or Agent, as applicable.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 7.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of TIA § 310(a). The Trustee shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA § 310(b); provided, however, that there shall be excluded from the operation of TIA § 310(b)(1) any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Issuers are outstanding if the requirements for such exclusion set forth in TIA § 310(b)(1) are met.

SECTION 7.11. Preferential Collection of Claims Against Company. The Trustee shall comply with TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

ARTICLE VIII

Discharge of Indenture; Defeasance

SECTION 8.01. Satisfaction and Discharge.

This Indenture shall be discharged and shall cease to be of further effect with respect to a particular series of Notes issued thereunder and the Security Documents and pledges thereunder shall be released with respect to that series of Notes, when either:

(1) all Notes of that series theretofore authenticated and delivered, except lost, stolen or destroyed Notes which have been replaced or paid and Notes of that series for whose payment money has theretofore been deposited in trust, have been delivered to the Trustee or its Authenticating Agent, as applicable, for cancellation; or

(2) (A) all Notes of that series not theretofore delivered to the Trustee or its Authenticating Agent, as applicable, for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, shall become due and payable within one year or are to be called for redemption and redeemed within one year under arrangements satisfactory to the Trustee, the Registrar, the Collateral Agent and the Paying Agent for the giving of notice of redemption by the Trustee, the Registrar, the

Collateral Agent or the Paying Agent in the name, and at the expense, of the Issuers, and the Issuers or any Guarantor has irrevocably deposited or caused to be deposited with the Paying Agent as trust funds in trust solely for the benefit of the Holders of the Notes of that series cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as shall be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the Trustee or its Authenticating Agent, as applicable, for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption thereof, as the case may be;

(B) with respect to that series of Notes, no Default (other than that resulting from borrowing funds to be applied to make such deposit or any similar and simultaneous deposit relating to other Indebtedness and in each case, the granting of Liens in connection therewith) with respect to this Indenture or that series of Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit shall not result in a breach or violation of, or constitute a default under any Senior Credit Facilities or any other material agreement or instrument governing Indebtedness (other than the Indenture) to which the Issuers or any Guarantor is a party or by which the Issuers or any Guarantor is bound (other than resulting from any borrowing of funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith);

(C) the Issuers have paid or caused to be paid all sums payable by them under this Indenture with respect to such series of Notes; and

(D) the Issuers have delivered irrevocable instructions to the Paying Agent to apply the deposited money toward the payment of the Notes of that series at maturity or the redemption date, as the case may be.

In addition, the Issuers must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee and the Collateral Agent stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money shall have been deposited with the Paying Agent pursuant to subclause (A) of clause (2) of this Section 8.01, the provisions of Section 8.06 and Section 8.07 hereof shall survive such satisfaction and discharge.

SECTION 8.02. Option to Effect Legal Defeasance or Covenant Defeasance. The Issuers may, at their option and at any time, elect to have either Section 8.03 or 8.04 hereof applied to any series of Notes upon compliance with the conditions set forth below in this Article 8.

SECTION 8.03. Legal Defeasance and Discharge. Upon the Issuers' exercise under Section 8.02 hereof of the option applicable to this Section 8.03 with respect to any series

of Notes, the Issuers and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.05 hereof, be deemed to have been discharged from their obligations with respect to that series of Notes and the related Guarantees on the date the conditions set forth below are satisfied (“Legal Defeasance”). For this purpose, Legal Defeasance means that the Issuers shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes of that series, which shall thereafter be deemed to be “outstanding” only for the purposes of Section 8.06 hereof and the other Sections of this Indenture referred to in clauses (a) and (b) below, to have satisfied all their other obligations under the Notes of that series and this Indenture including that of the Guarantors (and the Trustee, on demand of and at the expense of the Issuers, shall execute proper instruments prepared by the Issuers acknowledging the same) and to have cured all then existing Events of Default with respect to that series of Notes, except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

- (a) the rights of Holders of Notes of that series to receive payments in respect of the principal of, premium, if any, and interest on the Notes of that series when such payments are due solely out of the trust created pursuant to this Indenture for those Notes;
- (b) the Issuers’ obligations with respect to any series of Notes concerning issuing temporary Notes, registration of such Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (c) the rights, powers, trusts, duties and immunities of the Trustee, Registrar, Paying Agent and Collateral Agent and the Issuers’ obligations in connection therewith; and
- (d) this Section 8.03.

Subject to compliance with this Article 8, the Issuers may exercise their option under this Section 8.03 notwithstanding the prior exercise of their option under Section 8.04 hereof.

SECTION 8.04. Covenant Defeasance.

Upon the Issuers’ exercise under Section 8.02 hereof of the option applicable to this Section 8.04 with respect to any series of Notes, the Issuers and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.05 hereof, be released from their obligations under the covenants with respect to that series of Notes (each, a “Defeased Covenant”, and collectively, the “Defeased Covenants”) contained in Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14 and 4.15 hereof and clauses (4) and (5) of Section 5.01(a), Sections 5.01(b) and 5.01(c) hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.05 hereof are satisfied (“Covenant Defeasance”), and the Notes of that series shall thereafter be deemed not “outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) of Notes of that series in connection with such Defeased Covenants, but shall continue to be deemed “outstanding” for all other purposes hereunder (it being understood that

such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes of that series, the Issuers may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any Defeased Covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such Defeased Covenant or by reason of any reference in any such Defeased Covenant to any other provision herein or in any other document, and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01(a) hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Issuers' exercise under Section 8.02 hereof of the option applicable to this Section 8.04 hereof with respect to any series of Notes, subject to the satisfaction of the conditions set forth in Section 8.05 hereof, Section 6.01(a)(5) and (6) (with respect to the foregoing section of Article IV only), 6.01(a)(7), 6.01(a)(8), 6.01(a)(9) and (10) (with respect to Significant Subsidiaries of the Issuers only) hereof shall not constitute Events of Default.

SECTION 8.05. Conditions to Defeasance.

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to a series of Notes:

(1) the Issuers must irrevocably deposit with the Collateral Agent, in trust, for the benefit of the Holders of that series of Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal amount of, premium, if any, and interest due on that series of Notes on the stated maturity date or on the redemption date, as the case may be, of such principal amount, premium, if any, or interest on such Notes, and the Issuers must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuers shall have delivered to the Trustee and the Collateral Agent an Opinion of Counsel reasonably acceptable to the Trustee and the Collateral Agent confirming that, subject to customary assumptions and exclusions,

(A) the Issuers have received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(B) since the issuance of the Notes of that series, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders of that series of Notes shall not recognize income, gain or loss for U.S. federal income tax purposes, as applicable, as a result of such Legal Defeasance and shall be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuers shall have delivered to the Trustee and the Collateral Agent an Opinion of Counsel in form reasonably acceptable to the Trustee and the Collateral Agent confirming that, subject to customary assumptions and exclusions, the Holders of that series of Notes shall not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and shall be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default with respect to that series of Notes (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to such other Indebtedness, and in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Senior Credit Facilities or any other material agreement or instrument governing Indebtedness (other than this Indenture) to which, the Issuers or any Guarantor is a party or by which the Issuers or any Guarantor is bound (other than that resulting from any borrowing of funds to be applied to make the deposit required to effect such Legal Defeasance or Covenant Defeasance and any similar and simultaneous deposit relating to other Indebtedness, and, in each case, the granting of Liens in connection therewith);

(6) the Issuers shall have delivered to the Trustee and the Collateral Agent an Officer' s Certificate stating that the deposit was not made by the Issuers with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuers or any Guarantor or others; and

(7) the Issuers shall have delivered to the Trustee and the Collateral Agent an Officer' s Certificate and an Opinion of Counsel (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

SECTION 8.06. Application of Trust Money.

Subject to Section 2.04 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.06, the "Trustee") pursuant to Section 8.05 hereof in respect of any series of Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such series of Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers, a Restricted Subsidiary or a Subsidiary of a Restricted Subsidiary acting as Paying Agent) as the Trustee may determine, to the Holders of Notes of that series of all sums due and to become due thereon in respect of principal, premium and interest, but such money need not be segregated from other funds except to the extent required by law.

SECTION 8.07. Repayment to Issuers. Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuers from time to time upon the request of the Issuers any money or Government Securities held by it as provided in Section 8.05 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.05(1) hereof), are in excess of the amount thereof that would then be required to be deposited for the purpose for which such money or Government Securities were deposited.

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Issuers upon request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Holders of the Notes entitled to the money must look to the Issuers for payment as general creditors.

SECTION 8.08. Indemnity for Government Obligations. The Issuers shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 8.05 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the series of Notes with respect to which cash or Government Securities were deposited pursuant to Section 8.05.

SECTION 8.09. Reinstatement. If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with this Article 8 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuers' and each Guarantor's obligations under this Indenture, each Guarantee, the applicable series of Notes and the Security Documents shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or Paying Agent is permitted to apply all such money or Government Securities in accordance with this Article 8; provided, however, that, if the Issuers have made any payment of interest on or principal of any Notes because of the reinstatement of their obligations, the Issuers shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE IX

Amendments

SECTION 9.01. Without Consent of Holders. Notwithstanding Section 9.02, the Issuers, the Trustee and the Collateral Agent may amend or supplement this Indenture and the Notes, the Issuers, the Collateral Agent and the Guarantors may amend or supplement any Guarantee issued under this Indenture, and the Issuers, the Guarantors and the Collateral Agent may amend the Security Documents, in each case, without the consent of any Holder:

(1) to cure any ambiguity, omission, mistake, defect or inconsistency that does not materially adversely affect the rights of the Holders;

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- (2) to provide for uncertificated Notes in addition to or in place of certificated Notes;
 - (3) to comply with Section 5.01;
 - (4) to provide for the assumption of the Issuers' or any Guarantor's obligations to the Holders;
 - (5) to make any change that would provide any additional rights or benefits to the Holders or that does not materially adversely affect the legal rights under this Indenture of any such Holder;
 - (6) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuers or any Guarantor;
 - (7) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;
 - (8) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee thereunder pursuant to the requirements thereof;
 - (9) to add a Guarantor under this Indenture or to add to, or remove a limitation on, the Collateral;
 - (10) to conform the text of this Indenture or the Guarantees or the Notes issued hereunder to any provision of the "Description of the Notes" section of the Offering Memorandum to the extent that such provision in this "Description of the Notes" was intended to be a verbatim recitation of a provision of this Indenture, Guarantee or Notes, as provided in an Officer's Certificate;
 - (11) to release Collateral from the Liens pursuant to this Indenture, the Security Documents and the Intercreditor Agreement when permitted or required by this Indenture, the Security Documents or the Intercreditor Agreement; or
 - (12) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including to facilitate the issuance and administration of the Notes; provided, however, that (i) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

After an amendment under this Section becomes effective, the Company shall mail or cause to be mailed to Holders of the series of Notes to which such amendment relates a notice briefly describing such amendment. The failure to give such notice to all Holders of the Notes of such series, or any defect therein, shall not impair or affect the validity of an amendment under this Section.

At the direction of the Company and without the consent of the Holders, the Collateral Agent (or its agent or designee) shall from time to time enter into one or more amendments, extensions, renewals, restatements, supplements or other modifications or replacements to or of the Security Documents to: (i) cure any ambiguity, omission, defect or inconsistency therein that does not materially adversely affect the interests of the Holders, (ii) provide for Permitted Liens, (iii) add to the Collateral, (iii) release any Liens on the Collateral with respect to the Notes and the Guarantees in accordance with this Indenture, the Intercreditor Agreement and the Security Documents or (iv) make any other change thereto that does not materially adversely affect the rights of the Holders, the Collateral Agent or any other security agent acting for such Holders.

SECTION 9.02. With Consent of Holders.

Except as provided below in this Section 9.02, the Issuers, the Collateral Agent and the Trustee may amend or supplement this Indenture, any Guarantee, the Notes and the Security Documents with the consent of the Holders of at least a majority in principal amount of each series of Notes affected and then outstanding, other than Notes beneficially owned by the Issuers or any of their Affiliates, including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes, and any existing Default or Event of Default or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of at least a majority in aggregate principal amount of each series of Notes then outstanding, other than Notes beneficially owned by the Issuers or any of their Affiliates (including consents obtained in connection with a purchase of or tender offer or exchange offer for the Notes).

Without the consent of each affected Holder of Notes, an amendment or waiver under this Section 9.02 may not, with respect to any Notes held by a non-consenting Holder:

- (1) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the principal amount of or change the fixed final maturity of any such Note or alter or waive the provisions with respect to the redemption of such Notes (other than provisions relating Sections 4.04 and 4.07);
- (3) reduce the rate of or change the time for payment of interest on any Note;
- (4) waive a Default in the payment of principal of or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration) or in respect of a covenant or provision contained in this Indenture or any Guarantee which cannot be amended or modified without the consent of all affected Holders;
- (5) make any Note payable in money other than that stated therein;

(6) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Notes;

(7) make any change in these amendment and waiver provisions;

(8) impair the right of any Holder to receive payment of principal of, or interest on such Holder' s Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder' s Notes;

(9) (A) make any change to the ranking of the Notes or (B) make any change to any provisions in the Security Documents or the Intercreditor Agreement or this Indenture dealing with the application of proceeds of Collateral, in each case that would materially adversely affect the rights of the Holders of the Notes;

(10) except as expressly permitted by this Indenture, modify the Guarantees of any Significant Party in any manner materially adverse to the Holders of the Notes; or

(11) after the Issuers' obligation to purchase Notes arises thereunder, amend, change or modify in any respect materially adverse to the Holders of the Notes the obligations of the Company to make and consummate a Change of Control Offer in the event of a Change of Control Event or make and consummate an Asset Sale Offer with respect to any Asset Sale that has been consummated or, after such Change or Control has occurred or such Asset Sale has been consummated, modify any of the provisions or definitions with respect thereto in a manner that is materially adverse to the Holders of the Notes.

The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

After an amendment under this Section becomes effective, the Company shall mail or cause to be mailed to Holders of the Notes of such series to which such amendment relates a notice briefly describing such amendment. The failure to give such notice to all Holders of the Notes, or any defect therein, shall not impair or affect the validity of an amendment under this Section.

Notwithstanding anything in this Indenture to the contrary no amendment or supplement to this Indenture or the Notes that modifies or waives the specific rights or obligations of any Agent may be made without the consent of such Agent (it being understood that the Trustee' s execution of any such amendment or supplement shall constitute such consent if the Trustee is then also acting as such Agent).

SECTION 9.03. Compliance with TIA. Every amendment to this Indenture or the Notes shall comply with the TIA as then in effect.

SECTION 9.04. Revocation and Effect of Consents and Waivers. A consent to an amendment or a waiver by a Holder of a Note shall bind the Holder and every subsequent

Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. After an amendment or waiver becomes effective, it shall bind every Holder of the Notes. An amendment or waiver becomes effective upon the execution of such amendment or waiver by the Trustee.

The Issuers may, but shall not be obligated to, fix a record date for the purpose of determining the Holders of the Notes of any series entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders of Notes of the applicable series at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.05. Notation on or Exchange of Securities. If an amendment changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee or its Authenticating Agent, as applicable. The Trustee or its Authenticating Agent, as applicable, may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Issuers so determine, the Issuers in exchange for the Notes shall issue and the Trustee or its Authenticating Agent, as applicable, shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment.

SECTION 9.06. Additional Conditions to Amendments. The Trustee shall sign any amendment authorized pursuant to this Article 9 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment the Trustee and the Collateral Agent shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture. Notwithstanding the foregoing, no Opinion of Counsel shall be required for the Trustee or the Collateral Agent to execute any amendment or supplement solely adding a new Guarantor under this Indenture.

ARTICLE X

Guarantees

SECTION 10.01. Guarantees. Each Guarantor hereby unconditionally and irrevocably guarantees, jointly and severally, to each Holder, to the Trustee and each Agent as well as each of their respective successors and assigns (a) the full and punctual payment of principal of and interest on the Notes when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Issuers under this Indenture and the Notes and (b) the full and punctual performance within applicable grace periods of all

other obligations of the Issuers under this Indenture and the Notes (all the foregoing being hereinafter collectively called the “Guaranteed Obligations”). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from such Guarantor and that such Guarantor shall remain bound under this Article 10 notwithstanding any extension or renewal of any Guaranteed Obligation. Failing payment by the Issuers when due of any amount so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. The Guaranteed Obligations of a Guarantor shall be secured by security interests in the Collateral owned by such Guarantor to the extent provided in the Security Documents.

Each Guarantor waives presentation to, demand of, payment from and protest to the Issuers of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Notes or the Guaranteed Obligations. The obligations of each Guarantor hereunder shall not be affected by (1) the failure of any Holder, any Agent or the Trustee to assert any claim or demand or to enforce any right or remedy against the Issuers or any other Person (including any Guarantor) under this Indenture, the Notes or any Security Document; (2) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any Security Document; (3) the release of any security held by any Holder or the Trustee for the Guaranteed Obligations or any of them; (4) the failure of any Holder or the Trustee to exercise any right or remedy against any other guarantor of the Guaranteed Obligations; or (5) except as set forth in Section 10.06, any change in the ownership of such Guarantor.

Each Guarantor further agrees that its Guarantee herein constitutes a guarantee of payment, performance and compliance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any Holder or the Trustee to any security held for payment of the Guaranteed Obligations.

Except as expressly set forth in Sections 8.03, 8.04, 11.02 and 11.08, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any Holder, any Agent or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any Security Document, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Guarantor or would otherwise operate as a discharge of such Guarantor as a matter of law or equity.

Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Obligation is rescinded or must otherwise be restored by any Holder or the Trustee upon the bankruptcy or reorganization of the Issuers or otherwise.

In furtherance of the foregoing and not in limitation of any other right which any Holder or the Trustee has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Issuers to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, subject to any applicable grace period, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Guarantor hereby promises to and shall, upon receipt of written demand by the Collateral Agent on behalf of the Trustee, forthwith pay, or cause to be paid, in cash, to the Holders or the Paying Agent on behalf of the Trustee an amount equal to the unpaid amount of such Guaranteed Obligations.

Each Guarantor agrees that it shall not be entitled to any right of subrogation in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Guarantor agrees that, as between it, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations hereby may be accelerated as provided in Article 6 for the purposes of such Guarantor's Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article 6, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by such Guarantor for the purposes of this Section.

Each Guarantor also agrees to pay any and all reasonable and customary costs and expenses (including reasonable attorneys' fees) incurred by the Trustee, any Agent or any Holder in enforcing any rights under this Section.

SECTION 10.02. Limitation on Liability. Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by any Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Indenture, as it relates to such Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

SECTION 10.03. Successors and Assigns. This Article 10 shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee, the Agents and the Holders and, in the event of any transfer or assignment of rights by any Holder, the Trustee or any Agent, the rights and privileges conferred upon that party in this Indenture and in the Notes automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 10.04. No Waiver. Neither a failure nor a delay on the part of any of the Trustee, any Agent or the Holders in exercising any right, power or privilege under this Article 10 shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee, the Agents and the Holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article 10 at law, in equity, by statute or otherwise.

SECTION 10.05. Modification. No modification, amendment or waiver of any provision of this Article 10, nor the consent to any departure by any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle such Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 10.06. Release of Guarantor. A Guarantor shall be released automatically from its obligations under this Article 10 (other than any obligation that may have arisen under Section 10.07):

- (1) upon the sale or other disposition (including by way of consolidation or merger) of a Guarantor (including the sale or disposition of Equity Interests of a Guarantor) following which such Guarantor is no longer a Subsidiary,
- (2) upon the sale or disposition of all or substantially all the assets of such Guarantor,
- (3) upon the designation of such Guarantor as an Unrestricted Subsidiary in accordance with the terms of this Indenture,
- (4) upon defeasance of the Notes pursuant to Article 8, or
- (5) upon the full satisfaction of the Issuers' obligations under this Indenture pursuant to Section 8.01 or otherwise in accordance with the terms of this Indenture;

provided, however, that in the case of clauses (1) and (2) above, (i) such sale or other disposition is made to a Person other than the Company or an Affiliate of the Company, (ii) such sale or disposition is otherwise permitted by this Indenture and (iii) the Company provides an Officers' Certificate to the Trustee to the effect that the Company shall comply with its obligations under Section 4.04.

At the request of the Company, the Trustee shall execute and deliver an appropriate instrument evidencing such release as prepared by the Company.

SECTION 10.07. Contribution. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed Obligations under this Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment (such net assets determined in accordance with GAAP).

SECTION 10.08. Benefits Acknowledged. Each Guarantor acknowledges that it shall receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

Security Documents

SECTION 11.01. Collateral and Security Documents. (a) On and after the Issue Date, all the Obligations shall be secured as provided in the Security Documents, which define the terms of the Liens that secure the Obligations.

(1) Notwithstanding the foregoing, the Capital Stock and securities of any Restricted Subsidiary shall constitute Collateral with respect to the Senior Secured Notes only to the extent that the securing of the Notes with such Capital Stock and securities would not require such Guarantor to file separate financial statements with the SEC under Rule 3-16 of Regulation S-X under the Securities Act. In the event that Rule 3-16 of Regulation S-X under the Securities Act requires or is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation that would require) the filing with the SEC of separate financial statements of any Restricted Subsidiary due to the fact that such Restricted Subsidiary's Capital Stock and securities secure the Notes or any Guarantee, then the Capital Stock and securities of such Restricted Subsidiary shall automatically be deemed not to be part of the Collateral (but only to the extent necessary for such Restricted Subsidiary to not be subject to such requirement to provide separate financial statements) and such excluded portion of the Capital Stock and securities is referred to as the "Excluded Stock Collateral". In such event, the Security Documents may be amended, modified or supplemented, without the consent of any Holder, to the extent necessary to release the security interests on the Excluded Stock Collateral.

(2) In the event that Rule 3-16 of Regulation S-X under the Securities Act is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation that would permit) any Restricted Subsidiary's Excluded Stock Collateral to secure the Notes in excess of the amount then pledged without the filing with the SEC of separate financial statements of such Guarantor, then the Capital Stock and securities of such Restricted Subsidiary shall automatically be deemed to be a part of the Collateral (but only to the extent possible without such Restricted Subsidiary becoming subject to any such filing requirement). In such event, the Security Documents may be amended or modified, without the consent of any Holder, to the extent necessary to subject to the Liens under the Security Documents such additional Capital Stock and securities.

(b) The Trustee, the Collateral Agent and the Issuers hereby acknowledge and agree that the Collateral Agent holds the Liens created under the Security Documents as agent for the benefit of the Trustee and the Holders, in each case pursuant to the terms of the Security Documents.

(c) Each Holder, by accepting Notes, and each other Secured Party, consents and agrees to the terms of the Intercreditor Agreement, substantially in the form of Appendix E hereto, and the other Security Documents (including the provisions providing for foreclosure and release of Collateral), as the same may be in effect or may be amended from time to time in accordance with their terms and this Indenture, and

authorizes and directs the Collateral Agent to enter into the Security Documents (including the Intercreditor Agreement substantially in the form of Appendix E hereto) and to bind the Holders, perform its obligations and exercise its rights thereunder in accordance therewith. The Holders and each other Secured Party further authorize and direct the Collateral Agent to, at the direction of the Company, enter into supplemental agreements pursuant to Section 10.3(b) of the Intercreditor Agreement and amendments and new intercreditor agreements pursuant to Section 10.3(c) of the Intercreditor Agreement. The Issuers shall deliver to the Trustee (if it is not itself then the Collateral Agent), promptly upon request, copies of all documents constituting the Security Documents or delivered to the Collateral Agent pursuant to the Security Documents, and shall do or cause to be done all such acts and things as may be reasonably required to assure and confirm to the Trustee and the Collateral Agent the security interest in and a lien on the collateral contemplated hereby, by the Security Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured hereby, according to the intent and purposes herein expressed. Anything herein to the contrary notwithstanding, in no case shall the Trustee or the Collateral Agent have any obligation to request any such actions or things and neither the Trustee nor the Collateral Agent shall have any liability for requesting or failing to request any such action or thing. Without limiting the foregoing, the Issuers shall take, and shall cause Guarantors (or other Restricted Subsidiaries as contemplated by Section 4.11) to take, any and all actions required to cause the Security Documents to create and maintain, as security for the Obligations, a valid and enforceable perfected security interest in and Lien on all of their respective title, rights and interest in, to and under assets that are of the type and kind constituting Collateral (including any assets or property required to become Collateral pursuant to Section 4.11) (subject to the terms of the Intercreditor Agreement), in favor of the Collateral Agent for the benefit of the Secured Parties.

SECTION 11.02. Releases of Collateral.

(a) Subject to subsection (b) of this Section 11.02, Collateral may be released from the Lien and security interest created by the Security Documents at any time or from time to time in accordance with the provisions of the Security Documents, the Intercreditor Agreement or as provided hereby. The Issuers and the Guarantors shall be entitled to a release of assets included in the Collateral from the Liens securing the Notes, and the same shall automatically be released from such Liens, and the Collateral Agent and the Trustee shall deliver such evidence of release as prepared by the Issuers or a Guarantor and at the Issuers' or Guarantor' s sole cost and expense, under one or more of the following circumstances:

(1) if all other Liens on such property or assets securing First-Priority Lien Obligations and other Pari Passu Lien Obligations including all commitments and letters of credit thereunder are released; provided, however, that if, prior to the occurrence of the Fall-Away Date, the Issuers or any Restricted Subsidiary subsequently incurs Indebtedness secured by any Permitted Lien (other than (x) Liens Incurred under clause (9) of the definition of "Permitted Liens"; and (y) Purchase Money Liens) then the Company and its Restricted Subsidiaries shall be required to as soon as practicable after

the Incurrence of such Permitted Lien execute and deliver such security instruments and financing statements to vest in the Collateral Agent a perfected security interest (subject only to Permitted Liens) in the assets or property subject to such Permitted Lien, which in the case of any such subsequent First-Priority Lien Obligations that are secured by a senior priority Lien, the Liens on such property or assets securing the Notes shall be junior in priority to the Liens on such property or assets securing such First-Priority Lien Obligations to the same extent provided by the Security Documents and on the terms and conditions of the security documents relating to such First-Priority Lien Obligations with the Lien held either by the First-Priority Collateral Agent or by the Collateral Agent or other representative designated by the Company to hold the Liens for the benefit of the Holders of the Notes and subject to an intercreditor agreement that provides the administrative agent or collateral agent substantially the same rights and powers as afforded under the Intercreditor Agreement;

(2) upon payment in full of the principal of, accrued and unpaid interest, if any, and premium, if any, on, the Notes;

(3) upon satisfaction and discharge of this Indenture pursuant to Section 8.01;

(4) upon a Legal Defeasance or Covenant Defeasance of a series of the Notes pursuant to Sections 8.03 and 8.04 with respect to the Notes of such series;

(5) upon the occurrence of the Fall-Away Date;

(6) as to any property or asset constituting Collateral (A) that is sold or otherwise disposed of by the Company or any of the Guarantors in a transaction permitted by the documents governing the First-Priority Lien Obligations (whether or not an “event of default” under the documents governing the First-Priority Lien Obligations or the documents governing the Pari Passu Lien Obligations has occurred and is continuing) if all other Liens on that asset securing the First-Priority Lien Obligations (including all commitments thereunder) are released, (B) that is sold or otherwise disposed of or deemed disposed of in a transaction permitted by Section 4.04, (C) that is owned by a Guarantor to the extent such Guarantor has been released from its Guarantee in accordance with this Indenture or (D) otherwise in accordance with, and as expressly provided for under, this Indenture; or

(7) pursuant to an amendment or waiver in accordance with Article 9 of this Indenture.

The Collateral Agent shall execute, deliver or acknowledge any necessary or proper instruments of termination, satisfaction or release prepared by the Company of any Collateral permitted to be released pursuant to this Indenture, the Security Documents or the Intercreditor Agreement. Any execution, delivery or acknowledgement pursuant to this Section 11.02 shall be without recourse to or warranty by the Collateral Agent.

(b) At any time when a Default has occurred and is continuing and the maturity of the Notes of any series has been accelerated (whether by declaration or otherwise) and the Trustee (if not then the Collateral Agent) has delivered a notice of acceleration to the

Collateral Agent, no release of Collateral pursuant to the provisions of this Indenture or the Security Documents shall be effective as against the Holders of notes of that series, except as otherwise provided in the Intercreditor Agreements.

SECTION 11.03. Permitted Releases Not to Impair Liens. The release of any Collateral from the terms hereof and of the Security Documents or the release of, in whole or in part, the Liens created by the Security Documents, shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Collateral or Liens are released pursuant to the applicable Security Documents or the terms of this Article 11. The Trustee and each of the Holders acknowledge that a release of Collateral or a Lien strictly in accordance with the terms of the Security Documents (including the Intercreditor Agreement) and of this Article 11 shall not be deemed for any purpose to be in contravention of the terms of this Indenture. Any Person that is required to deliver an Officers' Certificate or Opinion of Counsel pursuant to Section 314(d) of the TIA shall be entitled to rely upon the foregoing as a basis for delivery of such certificate or opinion.

SECTION 11.04. Suits to Protect the Collateral. Subject to the provisions of Article 7 hereof and the Intercreditor Agreement, the Trustee in its sole discretion and without the consent of the Holders, on behalf of the Holders, may or may direct the Collateral Agent to take all actions it deems necessary or appropriate in order to:

- (a) enforce any of the terms of the Security Documents; and
- (b) collect and receive any and all amounts payable in respect of the Secured Obligations.

Subject to the provisions of the Security Documents (including the Intercreditor Agreement), the Collateral Agent shall have power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Security Documents or this Indenture, and such suits and proceedings as the Collateral Agent, in its sole discretion, may deem expedient to preserve or protect its interests and the interests of the Holders in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the Lien on the Collateral or be prejudicial to the interests of the Holders, the Collateral Agent or the Trustee). Anything herein to the contrary notwithstanding, in no case shall the Collateral Agent have any obligation to institute and maintain such suits.

SECTION 11.05. Authorization of Receipt of Funds by the Trustee Under the Security Documents.

Subject to the provisions of the Intercreditor Agreement, proceeds in respect of Collateral received by the Collateral Agent shall be passed on to the Paying Agent. The Paying Agent is authorized to receive any funds from the Collateral Agent for the benefit of the Holders distributed under the Security Documents, and to make further distributions of such funds to the Holders according to the provisions of this Indenture.

SECTION 11.06. Purchaser Protected.

In no event shall any purchaser in good faith of any property purported to be released hereunder be bound to ascertain the authority of the Collateral Agent or the Trustee to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any property or rights permitted by this Article 11 to be sold be under any obligation to ascertain or inquire into the authority of the Issuers or the applicable Guarantor to make any such sale or other transfer.

SECTION 11.07. Powers Exercisable by Receiver or Trustee.

In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 11 upon the Issuers or a Guarantor with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuers or a Guarantor or of any officer or officers thereof required by the provisions of this Article 11; and if the Trustee shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee.

SECTION 11.08. Release Upon Termination of Issuers' Obligations.

In the event that the Issuers deliver to the Trustee, in form and substance acceptable to it, an Officers' Certificate certifying that all the obligations under this Indenture, the Notes and the Security Documents have been duly defeased or satisfied and discharged by complying with the provisions of Article 8 and Section 7.06 or by the payment in full of the Issuers' obligations under the Notes, this Indenture and the Security Documents, and all such obligations have been so satisfied, the Trustee shall deliver to the Issuers and the Collateral Agent a notice prepared by and at the expense of the Company stating that the Trustee, on behalf of the Holders, disclaims and gives up any and all rights it has in or to the Collateral (other than with respect to funds held by the Trustee pursuant to Article 8), and any rights it has under the Security Documents, and upon receipt by the Collateral Agent of such notice, the Collateral Agent shall be deemed not to hold a Lien in the Collateral on behalf of the Trustee and shall do or cause to be done all acts reasonably necessary to release such Lien requested by the Issuers and as prepared by and at the expense of the Company as soon as is reasonably practicable.

SECTION 11.09. Collateral Agent.

(a) Citibank, N.A. shall initially act as Collateral Agent and shall be authorized to appoint co-Collateral Agents as necessary in its sole discretion. Except as otherwise expressly provided herein or in the Security Documents or any Intercreditor Agreement, neither the Collateral Agent nor any of its respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Collateral

Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Collateral Agent nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own willful misconduct, gross negligence or bad faith.

(b) Notwithstanding any other provision of this Indenture or the Intercreditor Agreement, neither the Trustee nor the Collateral Agent shall have any responsibility for the validity, perfection, priority or enforceability of any Lien, Collateral or Security Document or other security interest and shall have no obligation to take any action to procure or maintain such validity, perfection, priority or enforceability, all such responsibilities and obligations being responsibilities and obligations of the Issuers and the Restricted Subsidiaries as set forth in Section 11.01 or elsewhere in this Indenture.

SECTION 11.10. Filing, Recording and Opinions.

The Issuers shall comply with the provisions of TIA Sections 314(b) and 314(d), in each case following qualification of this Indenture pursuant to the TIA. Following such qualification, to the extent the Issuers are required to furnish to the Trustee an Opinion of Counsel pursuant to TIA Section 314(b)(2), the Issuers shall furnish such opinion not more than 60 but not less than 30 days prior to each June 30. Notwithstanding anything to the contrary herein, the Issuers and their Subsidiaries shall not be required to comply with all or any portion of TIA Section 314(d) if they determine, in good faith, that under the terms of that section or any interpretation or guidance as to the meaning thereof of the SEC or its staff, including "no action" letters or exemptive orders whether issued to the Issuers or any other Person, all or any portion of Section 314(d) of the TIA is inapplicable to the released Collateral.

ARTICLE XII

Miscellaneous

SECTION 12.01. TIA Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

SECTION 12.02. Notices. Any notice or communication shall be in writing and delivered in person, via electronic mail attaching a signed copy of such notice or communication, facsimile or mailed by first-class mail addressed as follows:

If to the Issuers or any Guarantor:

Chrysler Group LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326
Facsimile: 248-512-1772
Attention: General Counsel

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Facsimile: 212-558-3588
Attention: Scott D. Miller

If to the Trustee:

Wilmington Trust FSB
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

In the case of the 2019 Notes
Attention: Corporate Trust Administration - Chrysler Group LLC
Secured Senior Notes due 2019
Facsimile: (302) 636-4145

In the case of the 2021 Notes
Attention: Corporate Trust Administration - Chrysler Group LLC
Secured Senior Notes due 2021
Facsimile: (302) 636-4145

If to the Collateral Agent or the initial Paying Agent and Registrar:

Solely for purposes of transfers, surrenders or exchanges of notes
Citibank, N.A.
111 Wall Street, 15th Floor
New York, NY 10005

In the case of the 2019 Notes
Attention: Corporate Trust Services - Chrysler Group LLC
Secured Senior Notes due 2019
Email: cirino.emanuele@citi.com

In the case of the 2021 Notes
Attention: Corporate Trust Services - Chrysler Group LLC
Secured Senior Notes due 2021
Email: cirino.emanuele@citi.com

For all other purposes:

Citibank, N.A.
388 Greenwich Street, 14th Floor
New York, NY 10013

In the case of the 2019 Notes
Attention: Global Transactions Services - Chrysler Group LLC
Secured Senior Notes due 2019
Email: cirino.emanuele@citi.com

In the case of the 2021 Notes
Attention: Global Transactions Services - Chrysler Group LLC
Secured Senior Notes due 2021
Email: cirino.emanuele@citi.com

The Issuers, any Guarantor, the Trustee, the Collateral Agent, the Registrar and the Paying Agent by notice to the others may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder of the Notes shall be mailed to the Holder at the Holder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

Failure to mail a notice or communication to a Holder of the Notes or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Notices given by publication shall be deemed given on the first date on which publication is made, notices given by first-class mail, postage prepaid, shall be deemed given five calendar days after mailing, and notices given by electronic mail shall be deemed given on the day sent.

SECTION 12.03. Communication by Holders with Other Holders. Holders of Notes may communicate pursuant to TIA § 312(b) with other Holders of Notes with respect to their rights under this Indenture or the Notes. The Issuers, any Guarantor, the Trustee, the Agents and anyone else shall have the protection of TIA § 312(c).

SECTION 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuers to the Trustee or any Agent to take or refrain from taking any action under this Indenture, the Issuers shall furnish to the Trustee or such Agent, as applicable, upon its request, unless otherwise specified herein:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee or Agent, as applicable, stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee or Agent, as applicable, stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 12.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

- (1) a statement that the individual making such certificate or opinion has read such covenant or condition;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (4) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

SECTION 12.06. When Notes Disregarded. In determining whether the Holders of the required principal amount of Notes of any series have concurred in any direction, waiver or consent, Notes of that series owned by the Company or the Co-Issuer or any of their Subsidiaries shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee or any Agent shall be protected in relying on any such direction, waiver or consent, only Notes of that series which the Trustee knows are so owned shall be so disregarded. Also, subject to the foregoing, only Notes of that series outstanding at the time shall be considered in any such determination.

SECTION 12.07. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Holders of the Notes of any series. The Registrar and the Paying Agent may make reasonable rules for their functions.

SECTION 12.08. Business Days. If a payment date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day, and no interest shall accrue for the intervening period. If a regular record date is not a Business Day, the record date shall not be affected.

SECTION 12.09. Governing Law. This Indenture, the Notes, the Security Documents and any Guarantee shall be governed by and construed in accordance with the laws of the State of New York (or, to the extent required, the law of the jurisdiction in which the Collateral is located), without regard to conflicts of laws principles thereof.

SECTION 12.10. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, member, partner or stockholder of the Issuers or any Guarantor or any of their direct or indirect equity holders shall have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Guarantees or this Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 12.11. Successors. All agreements of the Issuers and each Guarantor in this Indenture and the Notes shall bind its successors and assigns. All agreements of the Trustee, Collateral Agent, Paying Agent and Registrar in this Indenture shall bind its successors and assigns.

SECTION 12.12. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy with signatures delivered physically or electronically is enough to prove this Indenture.

SECTION 12.13. Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 12.14. Use of Name. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mention "Citibank", "Citigroup" or "Citi" by name or the rights, powers, or duties of the Paying Agent, Registrar or Collateral Agent under this Indenture unless otherwise expressly agreed by Citibank, N.A.

SECTION 12.15. No Joint Venture. Nothing contained in this Indenture (i) shall constitute the parties hereto as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (ii) shall be construed to impose any liability as such on any of them or (iii) shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the other unless otherwise explicitly set forth herein.

SECTION 12.16. Force Majeure. Anything herein contained to the contrary notwithstanding, no party hereto shall be liable to any other in damages or otherwise because of any failure to perform hereunder caused by any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, riot, civil disturbance, act of a public enemy, embargo, war, act of God, by any municipal, state or federal ordinance or law, by any legally constituted authority, whether municipal, state or federal or by the issuance of any executive or judicial order. In no event shall mere inclement weather be deemed to be or considered as an event of force majeure for any purpose of this Indenture.

SECTION 12.17. Entire Agreement. This Indenture contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter thereof and shall constitute the entire agreement between the parties hereto with respect to the subject matter thereof, superseding all prior oral or written understandings. There are no unwritten agreements between the parties hereto.

SECTION 12.18. Severability. Any term or provision of this Indenture that is held by a court of competent jurisdiction to be invalid, void or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid, void or unenforceable term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any

term or provision hereof is invalid, void or unenforceable, the parties agree that the court making such determination shall have the power to reduce the scope, duration or applicability of the term or provision, to delete specific words or phrases or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable term or provision.

SECTION 12.19. Binding Effect. This Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Indenture shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until such time as the parties hereto shall agree.

SECTION 12.20. Submission to Jurisdiction; Waiver of Jury Trial. Each of the parties hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action relating to this Indenture or any documents executed and delivered in connection herewith, or for recognition and enforcement of any judgment in respect thereof, to the nonexclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

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

(c) waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Indenture or the transactions contemplated hereby.

[Signature Page Follows.]

CHRYSLER GROUP LLC

By: /s/ Walter P. Bodden, Jr.
Name: Walter P. Bodden, Jr.
Title: Treasurer

CG CO-ISSUER INC.

By: /s/ Richard K. Palmer
Name: Richard K. Palmer
Title: President

CHRYSLER GROUP INTERNATIONAL LLC,
as Guarantor

By: /s/ Rajesh N. Choudhary
Name: Rajesh N. Choudhary
Title: Assistant Secretary

CHRYSLER GROUP INTERNATIONAL SERVICES
LLC,
as Guarantor

By: /s/ Rajesh N. Choudhary
Name: Rajesh N. Choudhary
Title: Assistant Secretary

CHRYSLER GROUP REALTY COMPANY LLC,
as Guarantor

By: /s/ Rajesh N. Choudhary
Name: Rajesh N. Choudhary
Title: Assistant Secretary

CHRYSLER GROUP SERVICE

CONTRACTS LLC,

as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Secretary

CHRYSLER GROUP TRANSPORT LLC,

as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

GLOBAL ENGINE MANUFACTURING ALLIANCE

LLC,

as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

WILMINGTON TRUST FSB,

not in its individual capacity but solely as Trustee.

By: /s/ Michael G. Oller Jr.

Name: Michael G. Oller Jr.

Title: Assistant Vice President

CITIBANK, N.A.,

not in its individual capacity but solely as Collateral
Agent, Paying Agent, Registrar and Authenticating
Agent.

By: /s/ Cirino Emanuele

Name: Cirino Emanuele

Title: Vice President

PROVISIONS RELATING TO INITIAL NOTES,
AND EXCHANGE NOTES

1. Definitions

1.1 Definitions

For the purposes of this Appendix the following terms shall have the meanings indicated below:

“Applicable Procedures” means, with respect to any transfer or transaction involving a Temporary Regulation S Global Note or beneficial interest therein, the rules and procedures of the Depository for such a Temporary Regulation S Global Note, to the extent applicable to such transaction and as in effect from time to time.

“Definitive Note” means a certificated Initial Note or Exchange Note bearing, if required, the appropriate restricted securities legend set forth in Section 2.3(e).

“Depository” means The Depository Trust Company, its nominees and their respective successors.

“Distribution Compliance Period”, with respect to any Notes, means the period of 40 consecutive days beginning on and including the later of (i) the day on which such Notes are first offered to Persons other than distributors (as defined in Regulation S under the Securities Act) in reliance on Regulation S and (ii) the issue date with respect to such Notes.

“Initial Purchasers” means (1) with respect to the Initial Notes issued on the Issue Date, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Goldman, Sachs & Co., Citigroup Global Markets Inc., Morgan Stanley & Co. Incorporated, Banca IMI S.p.A., Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., RBS Securities Inc. and UBS Securities LLC and (2) with respect to each issuance of Additional Notes, the Persons purchasing such Additional Notes under the related Purchase Agreement.

“Notes Custodian” means the custodian with respect to a Global Note (as appointed by the Depository), or any successor Person thereto and shall initially be the Registrar.

“Purchase Agreement” means (1) with respect to the Initial Notes issued on the Issue Date, the Purchase Agreement dated as of May 24, 2011, among the Issuers, the Guarantors and the representatives of the Initial Purchasers, and (2) with respect to each issuance of Additional Notes, the purchase agreement or underwriting agreement among the Issuers, the Guarantors and the Persons, or representatives of the Persons, purchasing such Additional Notes.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“Registered Exchange Offer” means the offer by the Issuers, pursuant to the Registration Rights Agreement, to certain Holders of Initial Notes, to issue and deliver to such Holders, in exchange for the Initial Notes, a like aggregate principal amount of Exchange Notes of the same series registered under the Securities Act.

“Registration Rights Agreement” means (1) with respect to the Initial Notes issued on the Issue Date, the Registration Rights Agreement dated as of May 24, 2011, among the Issuers, the Guarantors and the representatives of the Initial Purchasers and (2) with respect to each issuance of Additional Notes issued in a transaction exempt from the registration requirements of the Securities Act, the registration rights agreement, if any, among the Issuers, the Guarantors and the Persons, or representatives of the Persons, purchasing such Additional Notes under the related Purchase Agreement.

“Restricted Definitive Note” means a Definitive Note bearing the legend set forth in Section 2.3(d).

“Restricted Global Note” means a Global Note bearing the legend set forth in Section 2.3(d).

“Rule 144A Notes” means all Notes offered and sold to QIBs in reliance on Rule 144A.

“Securities Act” means the Securities Act of 1933, as amended.

“Shelf Registration Statement” has the meaning given such term in the Registration Rights Agreement.

“Transfer Restricted Notes” means Notes that bear or are required to bear the legend relating to restrictions on transfer relating to the Securities Act set forth in Section 2.3(e) hereto.

“Unrestricted Definitive Note” means a Definitive Note that does not bear and is not required to bear the legend set forth in Section 2.3(d).

“Unrestricted Global Note” means a permanent Global Note that does not bear and is not required to bear the legend set forth in Section 2.3(d).

<u>Term</u>	Defined in Section:
“Agent Members”	2.1 (b)
“Global Notes”	2.1 (a)
“Permanent Regulation S Global Note”	2.1 (a)
“Regulation S”	2.1 (a)
“Regulation S Global Note”	2.1 (a)
“Rule 144A”	2.1 (a)
“Rule 144A Global Note”	2.1 (a)

2. The Notes.

2.1 (a) Form and Dating. The Initial Notes will be offered and sold by the Issuers pursuant to a Purchase Agreement. The Initial Notes will be resold initially only to (i) QIBs in reliance on Rule 144A under the Securities Act (“Rule 144A”) and (ii) Persons other than U.S. Persons (as defined in Regulation S) in reliance on Regulation S under the Securities Act (“Regulation S”). Initial Notes may thereafter be transferred to, among others, QIBs and purchasers in reliance on Regulation S, subject to the restrictions on transfer set forth herein. Initial Notes initially resold pursuant to Rule 144A shall be issued initially in the form of one or more permanent global Notes in definitive, fully registered form (collectively, the “Rule 144A Global Notes”); and Initial Notes initially resold pursuant to Regulation S shall be issued initially in the form of one or more permanent global Notes in fully registered form (collectively, the “Regulation S Global Note”), in each case without interest coupons and with the global securities legend and the applicable restricted securities legend set forth in Exhibit 1 hereto, which shall be deposited on behalf of the purchasers of the Initial Notes represented thereby with the Notes Custodian and registered in the name of the Depository or a nominee of the Depository, duly executed by the Issuers and authenticated by the Trustee or its Authenticating Agent, as applicable, as provided in this Indenture.

Prior to the expiration of the Distribution Compliance Period, beneficial interests in Regulation S Global Notes may be exchanged for interests in Rule 144A Global Notes if (1) such exchange occurs in connection with a transfer of Notes in compliance with Rule 144A and (2) the transferor of the beneficial interest in the Regulation S Global Note first delivers to the Registrar a written certificate (in the form of Appendix C attached to the Indenture).

Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in a Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Registrar a written certificate (in the form of Appendix C attached to the Indenture).

The Rule 144A Global Note and the Regulation S Global Note are collectively referred to herein as “Global Notes”. The aggregate principal amount of the Global Notes may from time to time be increased or decreased by adjustments made on the records of the Registrar and the Depository or its nominee as hereinafter provided.

(b) Book-Entry Provisions. This Section 2.1(b) shall apply only to a Global Note deposited with or on behalf of the Depository.

The Issuers shall execute and the Trustee or its Authenticating Agent, as applicable, shall, in accordance with this Section 2.1(b), authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depository for such Global Note or Global Notes or the nominee of such Depository and (b) shall be delivered by the Registrar to such Depository or pursuant to such Depository’s instructions or held by the Registrar as custodian for the Depository.

Members of, or participants in, the Depository (“Agent Members”) shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depository or by the Registrar as the custodian of the Depository or under such Global Note, and the Issuers, the Trustee, the Collateral Agent, the Paying Agent, the Registrar and any agent of the Company, the Collateral Agent, the Paying Agent, the Registrar or the Trustee shall be entitled to treat the Depository as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuers, the Trustee, the Collateral Agent, the Paying Agent, the Registrar or any agent of the Issuers or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices of such Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(c) Definitive Notes. Except as provided in this Section 2.1 or Section 2.3 or 2.4, owners of beneficial interests in Global Notes shall not be entitled to receive physical delivery of Definitive Notes.

2.2 Authentication. The Trustee or its Authenticating Agent, as applicable, shall authenticate and deliver: (1) on the Issue Date, the Initial 2019 Notes and the Initial 2021 Notes, (2) any Additional Notes for an original issue in an aggregate principal amount specified in the written order of the Issuers pursuant to Section 2.02 of the Indenture and (3) Exchange Notes for issue only in a Registered Exchange Offer, pursuant to a Registration Rights Agreement, for a like principal amount of Initial Notes, in each case upon a written order of the Issuers signed by two Officers of each Issuer. Such order shall specify the amount of the Notes to be authenticated and the date on which the original issue of Notes is to be authenticated and, in the case of any issuance of Additional Notes pursuant to Section 2.13 of the Indenture, shall certify that such issuance is in compliance with Section 4.08 of the Indenture.

2.3 Transfer and Exchange.

(a) Transfer and Exchange of Definitive Notes. When Definitive Notes are presented to the Registrar with a request:

- (x) to register the transfer of such Definitive Notes; or
- (y) to exchange such Definitive Notes for an equal principal amount of Definitive Notes of the same series of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Definitive Notes surrendered for transfer or exchange:

(i) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Issuers and the Registrar, duly executed by the Holder thereof or its attorney duly authorized in writing; and

(ii) if such Definitive Notes are required to bear a restricted securities legend, they are being transferred or exchanged pursuant to an effective registration statement under the Securities Act or in the manner described in clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

(A) if such Definitive Notes are being delivered to the Registrar by a Holder for registration in the name of such Holder, without transfer, a certificate from such Holder in the form of Appendix B to the Indenture, including the applicable certifications set forth therein; or

(B) if such Definitive Notes are being transferred to the Issuers, a certificate from such Holder in the form of Appendix C to the Indenture, including the applicable certifications set forth therein; or

(C) if such Definitive Notes are being transferred (x) pursuant to an exemption from registration in accordance with Rule 144A or Rule 144 under the Securities Act or in reliance on Regulation S under the Securities Act; or (y) in reliance upon another exemption from the requirements of the Securities Act: (i) a certificate from such Holder in the form of Appendix C to the Indenture, including the applicable certifications set forth therein and (ii) if the Issuers so request, an opinion of counsel or other evidence reasonably satisfactory to it as to the compliance with the restrictions set forth in the legend set forth in Section 2.3(e)(i).

(b) Restrictions on Transfer of a Definitive Note for a Beneficial Interest in a Global Note. A Definitive Note may not be exchanged for a beneficial interest in a Rule 144A Global Note or a Regulation S Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Registrar of a Definitive Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Registrar, together with:

(i) a certificate in the form of Appendix B or Appendix C to the Indenture, as applicable, including the applicable certifications set forth therein; and

(ii) written instructions directing the Registrar to make, or to direct the Notes Custodian to make, an adjustment on its books and records with respect to such Rule 144A Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Rule 144A Global Note, such instructions to contain information regarding the Depository account to be credited with such increase,

then the Registrar shall cancel such Definitive Note and cause, or direct the Notes Custodian to cause, in accordance with the standing instructions and procedures existing between the Depository and the Notes Custodian, the aggregate principal amount of Notes represented by the Rule 144A Global Note or Regulation S Global Note, as applicable, to be increased by the aggregate principal amount of the Definitive Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Rule 144A Global Note or Regulation S Global Note, as applicable, equal to the principal amount of the Definitive Note so canceled. If no Rule 144A Global Note or Regulation S Global Notes, as applicable, are then outstanding, the Issuers shall issue and the Trustee or its Authenticating Agent, as applicable, shall authenticate, upon written order of the Issuers in the form of an Officers' Certificate of the Issuers, a new Rule 144A Global Note or Regulation S Global Note, as applicable, in the appropriate principal amount.

(c) Transfer and Exchange of Global Notes.

(i) The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depository, in accordance with this Indenture (including applicable restrictions on transfer set forth herein, if any) and the procedures of the Depository therefor.

(ii) If the proposed transfer is a transfer of a beneficial interest in one Global Note to a beneficial interest in another Global Note, upon notice thereof from the Depository in accordance with the Depository's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the Global Note to which such interest is being transferred in an amount equal to the principal amount of the interest to be so transferred, and the Registrar shall reflect on its books and records the date and a corresponding decrease in the principal amount of the Global Note from which such interest is being transferred.

(iii) Notwithstanding any other provisions of this Appendix (other than the provisions set forth in Section 2.4), a Global Note may not be transferred as a whole except by the Depository to a nominee of the

Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(iv) In the event that a Global Note is exchanged for Definitive Notes pursuant to Section 2.4 of this Appendix, prior to the consummation of a Registered Exchange Offer or the effectiveness of a Shelf Registration Statement with respect to such Notes, such Notes may be exchanged only in accordance with such procedures as are substantially consistent with the provisions of this Section 2.3 (including delivery to the Registrar of a certificate in the form of Appendix B to the Indenture, including the applicable certifications set forth therein, which certifications are intended to ensure that such transfers comply with Rule 144A, Regulation S or another applicable exemption under the Securities Act, as the case may be) and such other procedures as may from time to time be adopted by the Issuers.

(d) Legend.

(i) Except as permitted by the following paragraphs (ii), (iii) and (iv), each Note certificate evidencing the Global Notes (and all Notes issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE

SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND OTHERWISE IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY’S, THE REGISTRAR’S, THE PAYING AGENT’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40 DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

Each Definitive Note shall also bear the following additional legend:

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH REGISTRAR MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

(ii) Upon any sale or transfer of a Transfer Restricted Note (including any Transfer Restricted Note represented by a Global Note) pursuant to Rule 144 under the Securities Act, the Registrar shall permit the transferee thereof to exchange such Transfer Restricted Note for a certificated Note that does not bear the legend set forth above and rescind any restriction on the transfer of such Transfer Restricted Note, if the transferor thereof delivers a certificate in the form of Appendix B or Appendix C, as applicable, to the Indenture to the Registrar.

(iii) After a transfer of any Initial Notes pursuant to an effective Shelf Registration Statement with respect to such Initial Notes all requirements pertaining to legends on such Initial Notes will cease to apply, the requirements requiring any such Initial Note or such Exchange Note issued to certain Holders be issued in global form will cease to apply, and a certificated Initial Note or an Initial Note in global form, in each case without the legend set forth above, will be available to the transferee of the Holder of such Initial Notes upon exchange of such transferring Holder's certificated Initial Note or directions to transfer such Holder's interest in the Global Note, as applicable.

(iv) Upon the consummation of a Registered Exchange Offer with respect to the Initial Notes, all requirements pertaining to such Initial Notes that Initial Notes issued to certain Holders be issued in global form will still apply with respect to Holders of such Initial Notes that do not exchange their Initial Notes, and Exchange Notes in certificated or global form, in each case without the legend set forth above will be available to Holders that exchange such Initial Notes in such Registered Exchange Offer.

(e) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, redeemed, purchased or canceled, such Global Note shall be returned to the Depository for cancellation or retained and canceled by the Trustee or its Authenticating Agent, as applicable. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for certificated Notes pursuant to Section 2.4, redeemed, purchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Registrar (if it is then the Notes Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Notes Custodian, to reflect such reduction.

(f) No Obligation of the Trustee.

(i) Neither the Trustee nor any Agent shall have any responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depository or other Person with respect to the accuracy of the records of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to or upon the order of the registered Holders (which shall be the Depository or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be

exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Agents and the Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) Neither the Trustee nor any Agent shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depository participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

2.4 Definitive Notes.

(a) A Global Note deposited with the Depository or with the Registrar as Notes Custodian for the Depository pursuant to Section 2.1 shall be transferred to the beneficial owners thereof in the form of Definitive Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with Section 2.3 hereof and (i) the Depository notifies the Issuers that it is unwilling or unable to continue as Depository for such Global Note and the Depository fails to appoint a successor depository or if at any time such Depository ceases to be a "clearing agency" registered under the Exchange Act, in either case, and a successor depository is not appointed by the Issuers within 90 days of such notice, or (ii) an Event of Default with respect to the Notes under the Indenture has occurred and is continuing and the Depository shall have requested the issuance of Definitive Securities or (iii) the Issuers, in their sole discretion, notify the Trustee and the Authenticating Agent in writing that they elect to cause the issuance of Definitive Notes under this Indenture.

(b) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section 2.4 shall be surrendered by the Depository to the Registrar located at its principal corporate trust office in the Borough of Manhattan, The City of New York, to be so transferred, in whole or from time to time in part, without charge, and the Trustee or its Authenticating Agent, as applicable, shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Any portion of a Global Note transferred pursuant to this Section 2.4 shall be executed, authenticated and delivered only in denominations of \$200,000 principal amount and any integral multiples of \$1,000 in excess of \$200,000 and registered in such names as the Depository shall direct. Any Definitive Note delivered in exchange for an interest in the Transfer

Restricted Note shall, except as otherwise provided by Section 2.3(e) hereof, bear the applicable restricted securities legend and definitive securities legend set forth in Exhibit 1 hereto.

(c) Subject to the provisions of Section 2.4(b) hereof, the registered Holder of a Global Note shall be entitled to grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(d) In the event of the occurrence of one of the events specified in Section 2.4(a) hereof, the Issuers shall promptly make available to the Trustee or its Authenticating Agent, as applicable, a reasonable supply of Definitive Notes in definitive, fully registered form without interest coupons. In the event that such Definitive Notes are not issued, the Issuers expressly acknowledge, with respect to the right of any Holder to pursue a remedy pursuant to Section 6.06 of this Indenture, the right of any beneficial owner of Notes to pursue such remedy with respect to the portion of the Global Note that represents such beneficial owner's Notes as if such Definitive Notes had been issued.

[FORM OF FACE OF INITIAL NOTE]

[Global Notes Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), NEW YORK, NEW YORK, TO THE ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’ S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[[FOR REGULATION S GLOBAL NOTE ONLY] UNTIL 40 DAYS AFTER THE LATER OF COMMENCEMENT OR COMPLETION OF THE OFFERING, AN OFFER OR SALE OF NOTES WITHIN THE UNITED STATES BY A DEALER (AS DEFINED IN THE SECURITIES ACT) MAY VIOLATE THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IF SUCH OFFER OR SALE IS MADE OTHERWISE THAN IN ACCORDANCE WITH RULE 144A THEREUNDER.]

[Restricted Notes Legend]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE

HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) (THE "RESALE RESTRICTION TERMINATION DATE") ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND OTHERWISE IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S, THE REGISTRAR'S, THE PAYING AGENT'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) PRIOR TO THE END OF THE 40 DAY DISTRIBUTION COMPLIANCE PERIOD WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT OR PURSUANT TO CLAUSE (E) PRIOR TO THE RESALE RESTRICTION TERMINATION DATE TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF A HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[Definitive Notes Legend]

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH REGISTRAR MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

[[RULE 144A][REGULATION S] GLOBAL NOTE

8% Secured Senior Notes due 2019

No.____ [\$_____]

CHRYSLER GROUP LLC

CG CO-ISSUER INC.

as the Issuers

promise to pay to [_____], or registered assigns, the principal sum of [_____] on June 15, 2019.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

Additional provisions of this Note are set forth on the other side of this Note.

[[RULE 144A][REGULATION S] GLOBAL NOTE

8 1/4% Secured Senior Notes due 2021

No.____ [\$_____]

CHRYSLER GROUP LLC

CG CO-ISSUER INC.

as the Issuers

promise to pay to [_____] , or registered assigns, the principal sum of [_____] on June 15, 2021.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

Additional provisions of this Note are set forth on the other side of this Note.

IN WITNESS HEREOF, the Issuers have caused this instrument to be duly executed.

Dated:

CHRYSLER GROUP LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

CG CO-ISSUER INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

TRUSTEE' S CERTIFICATE OF AUTHENTICATION

WILMINGTON TRUST FSB,

not in its individual capacity but solely as Trustee,
certifies that this is one of the Notes referred to in the
Indenture

By: CITIBANK, N.A., not in its individual
capacity but solely as Authenticating Agent

By: _____
Authorized Officer

(REVERSE OF 2019 NOTE)

1. Interest

Chrysler Group LLC, a Delaware limited liability company, and CG Co-Issuer Inc., a Delaware corporation (such Persons, and their respective successors and assigns under the Indenture hereinafter referred to, being herein called the “Issuers”), jointly and severally, promise to pay interest on the principal amount of this Note at the rate per annum shown above; provided, however, that if a Registration Default (as defined in the Registration Rights Agreement) occurs, additional interest will accrue on this Note at a rate of 0.25% per annum (increasing by an additional 0.25% per annum after each consecutive 90-day period that occurs after the date on which such Registration Default occurs up to a maximum additional interest rate of 1.00% per annum) from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured. The Issuers will pay interest semiannually in arrears on June 15 and December 15 of each year, commencing December 15, 2011. Interest on the Notes will accrue from the most recent date to which interest has been paid or provided for or, if no interest has been paid, from the Issue Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Issuers will pay interest on overdue principal at the rate borne by this Note plus 1.00% per annum, and will pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuers will pay interest on the Notes (except defaulted interest) to the Persons who are registered holders of Notes at the close of business on the June 1 or December 1 immediately preceding the interest payment date even if Notes are canceled after the Record Date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuers will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depository. The Issuers will make all payments in respect of a certificated Note (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; provided, however, that payments on a certificated Note will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee and the Paying Agent may accept in their discretion).

3. Paying Agent and Registrar

Initially, Citibank, N.A., a national banking association, will act as Paying Agent and Registrar. The Issuers may appoint and change any Paying Agent, Registrar or co-registrar without notice to the Holders. The Company, any Restricted Subsidiary or Subsidiary of a Restricted Subsidiary may act as Paying Agent, Registrar or co-registrar.

4. Indenture

The Issuers issued the Notes under an Indenture dated as of May 24, 2011 (“Indenture”), among the Issuers, the Guarantors, Wilmington Trust FSB (the “Trustee”) and Citibank, N.A., as Collateral Agent, Paying Agent, Registrar and Authenticating Agent. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbb) (the “Act”). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders of the Notes are referred to the Indenture and the Act for a statement of those terms.

The 2019 Notes are general secured obligations of the Issuers. All Initial 2019 Notes and any Additional 2019 Notes that may be issued after the Issue Date under this Indenture will be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions, and waiving or rescinding certain Defaults. The Indenture contains covenants that limit the ability of the Company and its subsidiaries to, among other things, pay dividends or distributions on, or redeem or repurchase capital stock or certain subordinated indebtedness; make certain other restricted payments; enter into transactions with affiliates; incur liens to secure indebtedness; transfer or sell assets; consolidate, merge or transfer all or substantially all of its assets and the assets of its subsidiaries; and engage in sale/leaseback transactions. These covenants are subject to important exceptions and qualifications.

5. Optional Redemption

Except as set forth below, the Issuers shall not be entitled to redeem the Notes.

At any time and from time to time prior to June 15, 2015, the Company may redeem the 2019 Notes, in whole or in part, upon not less than 30 nor more than 60 days’ notice, at a redemption price equal to 100% of the principal amount of 2019 Notes redeemed plus the Applicable Premium as of the date of redemption (the “Redemption Date”), and, without duplication, accrued and unpaid interest to the Redemption Date, subject to the rights of Holders of 2019 Notes on the relevant record date to receive interest due on the relevant interest payment date. The Company may provide in such notice that payment of the redemption price and performance of the Issuers’ obligations with respect to such redemption or purchase may be performed by another Person and may, at the Company’ s discretion, be subject to one or more conditions precedent.

On and after June 15, 2015, the Company may redeem the 2019 Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice, at any time and from time to time at the redemption prices (expressed as a percentage of principal amount) set forth below. The Company may provide in such notice that the payment of the redemption price and the performance of the Issuers' obligations with respect to such redemption may be performed by another Person and may, at the Company's discretion, be subject to one or more conditions precedent. The 2019 Notes will be redeemable at the redemption prices (expressed as percentages of principal amount of the 2019 Notes to be redeemed) set forth below plus accrued and unpaid interest thereon to the applicable Redemption Date, subject to the right of Holders of record of 2019 Notes on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on June 15 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2015	104.000 %
2016	102.000 %
2017 and thereafter	100.000 %

In addition, at any time and from time to time prior to June 15, 2014, the Company may redeem 2019 Notes (which includes Additional 2019 Notes, if any) in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the 2019 Notes (which includes Additional 2019 Notes, if any) originally issued, upon not less than 30 nor more than 60 days' notice, at a redemption price of 108.000% of the principal amount of the 2019 Notes redeemed, plus accrued and unpaid interest to the redemption date, with the net cash proceeds to the Company from one or more Equity Offerings, provided, however, that at least 65% of such aggregate principal amount of 2019 Notes (which includes Additional 2019 Notes, if any) remains outstanding immediately after the occurrence of each such redemption (other than 2019 Notes held, directly, or indirectly, by the Company or its Affiliates), and each such redemption occurs within 90 days after the date of the related Equity Offering.

The Company may provide in such notice that payment of the redemption price and performance of the Issuers' obligations with respect thereto may be performed by another Person. Notice of any redemption upon any Equity Offering may be given prior to the completion of the related Equity Offering, and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

Notwithstanding the foregoing, the Company and its Affiliates may at any time and from time to time purchase Notes in the open market, in negotiated transactions or otherwise.

6. Notice of Redemption

Notice of redemption will be mailed by first-class mail, postage prepaid, at least 30 days but not more than 60 days before the redemption date to (w) each Holder of Notes to be redeemed at such Holder's registered address, (x) to the Trustee, (y) to the Registrar to forward to each Holder of Notes to be redeemed at such Holder's registered address, or (z) otherwise in accordance with the procedures of DTC. Notes in denominations larger than \$200,000 principal amount may be redeemed in part but only in whole multiples of \$1,000. If money sufficient to pay the redemption price of and accrued interest on all Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Notes (or such portions thereof) called for redemption.

7. Put Provisions

Upon a Change of Control Event, any Holder of Notes will have the right to cause the Company to repurchase all or any part of the Notes of such Holder at a repurchase price equal to 101% of the aggregate principal amount of the Notes to be repurchased plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date) as provided in, and subject to the terms of, the Indenture.

8. Guarantee

The payment by the Issuers of the principal of, and premium and interest on, the Notes is fully and unconditionally guaranteed on a joint and several senior basis by each of the Guarantors to the extent set forth in the Indenture.

9. Security

The Notes will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee, the Collateral Agent and the Issuers hereby acknowledge and agree that the Collateral Agent holds the Liens created under the Security Documents as agent for the benefit of the Trustee and the Holders, in each case pursuant to the terms of the Security Documents. Each Holder, by accepting Notes, consents and agrees to the terms of the Intercreditor Agreement and the other Security Documents (including the provisions providing for foreclosure and release of Collateral), as the same may be in effect or may be amended from time to time in accordance with their terms and this Indenture, and authorizes and directs the Trustee and/or the Collateral Agent to enter into the Security Documents and to perform its obligations and exercise its rights thereunder in accordance therewith.

10. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of \$200,000 principal amount and whole multiples of \$1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder,

among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or any Notes for a period of 15 days before a selection of Notes to be redeemed or 15 days before an interest payment date.

11. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

12. Unclaimed Money

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Issuers upon request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Holders of the Notes entitled to the money must look to the Issuers for payment as general creditors.

13. Discharge and Defeasance

Subject to certain conditions, the Issuers at any time shall be entitled to terminate some or all of their obligations under the Notes and the Indenture if the Issuers deposit with the Trustee money or Government Securities for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

14. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (a) the Indenture, any Guarantee, the Security Documents and the Notes may be amended or supplemented with the written consent of the Holders of at least a majority in principal amount of the Notes then outstanding and (b) any existing Default or Event of Default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder of the Notes, the Issuers, the Trustee and the Collateral Agent shall be entitled to amend the Indenture and the Notes to, among other things, cure any ambiguity, omission, defect or inconsistency, or to make any change that does not materially adversely affect the rights under such document of the Holders.

15. Defaults and Remedies

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity or security satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

16. Trustee and Agent Dealings with the Company

Subject to certain limitations imposed by the Act, the Trustee or any Agent under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuers or their Affiliates and may otherwise deal with the Issuers or their Affiliates with the same rights it would have if it were not Trustee or Agent.

17. No Recourse Against Others

No past, present or future director, officer, employee, incorporator, member, partner or stockholder of the Issuers or any Guarantor or any of their direct or indirect equity holders shall have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Guarantees or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

18. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or the Authenticating Agent) manually signs the certificate of authentication on the other side of this Note.

19. Abbreviations

Customary abbreviations may be used in the name of a Note or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

20. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders of the Notes. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

21. Holder's Compliance with Registration Rights Agreement.

Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement, including the obligations of the Holders with respect to a registration and the indemnification of the Issuers to the extent provided therein.

22. Governing Law.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Issuers will furnish to any Holder of the Notes upon written request and without charge to the Holder a copy of the Indenture. Requests may be made to:

Chrysler Group LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326
Facsimile: 248-512-1772
Attention: General Counsel

(REVERSE OF 2021 NOTE)

1. Interest

Chrysler Group LLC, a Delaware limited liability company, and CG Co-Issuer Inc., a Delaware corporation (such Persons, and their respective successors and assigns under the Indenture hereinafter referred to, being herein called the “Issuers”), jointly and severally, promise to pay interest on the principal amount of this Note at the rate per annum shown above; provided, however, that if a Registration Default (as defined in the Registration Rights Agreement) occurs, additional interest will accrue on this Note at a rate of 0.25% per annum (increasing by an additional 0.25% per annum after each consecutive 90-day period that occurs after the date on which such Registration Default occurs up to a maximum additional interest rate of 1.00% per annum) from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured. The Issuers will pay interest semiannually in arrears on June 15 and December 15 of each year, commencing December 15, 2011. Interest on the Notes will accrue from the most recent date to which interest has been paid or provided for or, if no interest has been paid, from the Issue Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Issuers will pay interest on overdue principal at the rate borne by this Note plus 1.00% per annum, and will pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuers will pay interest on the Notes (except defaulted interest) to the Persons who are registered holders of Notes at the close of business on the June 1 or December 1 immediately preceding the interest payment date even if Notes are canceled after the Record Date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuers will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depository. The Issuers will make all payments in respect of a certificated Note (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; provided, however, that payments on a certificated Note will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee and the Paying Agent may accept in their discretion).

3. Paying Agent and Registrar

Initially, Citibank, N.A., a national banking association, will act as Paying Agent and Registrar. The Issuers may appoint and change any Paying Agent, Registrar or co-registrar without notice to the Holders. The Company, any Restricted Subsidiary or Subsidiary of a Restricted Subsidiary may act as Paying Agent, Registrar or co-registrar.

4. Indenture

The Issuers issued the Notes under an Indenture dated as of May 24, 2011 (“Indenture”), among the Issuers, the Guarantors, Wilmington Trust FSB (the “Trustee”) and Citibank, N.A., as Collateral Agent, Paying Agent, Registrar and Authenticating Agent. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbb) (the “Act”). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders of the Notes are referred to the Indenture and the Act for a statement of those terms.

The 2021 Notes are general secured obligations of the Issuers. All Initial 2021 Notes and any Additional 2021 Notes that may be issued after the Issue Date under this Indenture will be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions, and waiving or rescinding certain Defaults. The Indenture contains covenants that limit the ability of the Company and its subsidiaries to, among other things, pay dividends or distributions on, or redeem or repurchase capital stock or certain subordinated indebtedness; make certain other restricted payments; enter into transactions with affiliates; incur liens to secure indebtedness; transfer or sell assets; consolidate, merge or transfer all or substantially all of its assets and the assets of its subsidiaries; and engage in sale/leaseback transactions. These covenants are subject to important exceptions and qualifications.

5. Optional Redemption

Except as set forth below, the Issuers shall not be entitled to redeem the Notes.

At any time and from time to time prior to June 15, 2016, the Company may redeem the 2021 Notes, in whole or in part, upon not less than 30 nor more than 60 days’ notice, at a redemption price equal to 100% of the principal amount of 2021 Notes redeemed plus the Applicable Premium as of the date of redemption (the “Redemption Date”), and, without duplication, accrued and unpaid interest to the Redemption Date, subject to the rights of Holders of 2021 Notes on the relevant record date to receive interest due on the relevant interest payment date. The Company may provide in such notice that payment of the redemption price and performance of the Issuers’ obligations with respect to such redemption or purchase may be performed by another Person and may, at the Company’ s discretion, be subject to one or more conditions precedent.

On and after June 15, 2016, the Company may redeem the 2021 Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice, at any time and from time to time at the redemption prices (expressed as a percentage of principal amount) set forth below. The Company may provide in such notice that the payment of the redemption price and the performance of the Issuers' obligations with respect to such redemption may be performed by another Person and may, at the Company's discretion, be subject to one or more conditions precedent. The 2021 Notes will be redeemable at the redemption prices (expressed as percentages of principal amount of the 2021 Notes to be redeemed) set forth below plus accrued and unpaid interest thereon to the applicable Redemption Date, subject to the right of Holders of record of 2021 Notes on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on June 15 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2016	104.125 %
2017	102.750 %
2018	101.375 %
2019 and thereafter	100.000 %

In addition, at any time and from time to time prior to June 15, 2014, the Company may redeem 2021 Notes (which includes Additional 2021 Notes, if any) in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the 2021 Notes (which includes Additional 2021 Notes, if any) originally issued, upon not less than 30 nor more than 60 days' notice, at a redemption price of 108.250% of the principal amount of the 2021 Notes redeemed, plus accrued and unpaid interest to the redemption date, with the net cash proceeds to the Company from one or more Equity Offerings, provided, however, that at least 65% of such aggregate principal amount of 2021 Notes (which includes Additional 2021 Notes, if any) remains outstanding immediately after the occurrence of each such redemption (other than 2021 Notes held, directly, or indirectly, by the Company or its Affiliates), and each such redemption occurs within 90 days after the date of the related Equity Offering.

The Company may provide in such notice that payment of the redemption price and performance of the Issuers' obligations with respect thereto may be performed by another Person. Notice of any redemption upon any Equity Offering may be given prior to the completion of the related Equity Offering, and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

Notwithstanding the foregoing, the Company and its Affiliates may at any time and from time to time purchase Notes in the open market, in negotiated transactions or otherwise.

6. Notice of Redemption

Notice of redemption will be mailed by first-class mail, postage prepaid, at least 30 days but not more than 60 days before the redemption date to (w) each Holder of Notes to be redeemed at such Holder's registered address, (x) to the Trustee, (y) to the Registrar to forward to each Holder of Notes to be redeemed at such Holder's registered address, or (z) otherwise in accordance with the procedures of DTC. Notes in denominations larger than \$200,000 principal amount may be redeemed in part but only in whole multiples of \$1,000. If money sufficient to pay the redemption price of and accrued interest on all Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Notes (or such portions thereof) called for redemption.

7. Put Provisions

Upon a Change of Control Event, any Holder of Notes will have the right to cause the Company to repurchase all or any part of the Notes of such Holder at a repurchase price equal to 101% of the aggregate principal amount of the Notes to be repurchased plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of Holders of record on the relevant record date to receive interest due on the related interest payment date) as provided in, and subject to the terms of, the Indenture.

8. Guarantee

The payment by the Issuers of the principal of, and premium and interest on, the Notes is fully and unconditionally guaranteed on a joint and several senior basis by each of the Guarantors to the extent set forth in the Indenture.

9. Security

The Notes will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture and the Security Documents. The Trustee, the Collateral Agent and the Issuers hereby acknowledge and agree that the Collateral Agent holds the Liens created under the Security Documents as agent for the benefit of the Trustee and the Holders, in each case pursuant to the terms of the Security Documents. Each Holder, by accepting Notes, consents and agrees to the terms of the Intercreditor Agreement and the other Security Documents (including the provisions providing for foreclosure and release of Collateral), as the same may be in effect or may be amended from time to time in accordance with their terms and this Indenture, and authorizes and directs the Trustee and/or the Collateral Agent to enter into the Security Documents and to perform its obligations and exercise its rights thereunder in accordance therewith.

10. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of \$200,000 principal amount and whole multiples of \$1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder,

among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or any Notes for a period of 15 days before a selection of Notes to be redeemed or 15 days before an interest payment date.

11. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

12. Unclaimed Money

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Issuers upon request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, Holders of the Notes entitled to the money must look to the Issuers for payment as general creditors.

13. Discharge and Defeasance

Subject to certain conditions, the Issuers at any time shall be entitled to terminate some or all of their obligations under the Notes and the Indenture if the Issuers deposit with the Trustee money or Government Securities for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

14. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (a) the Indenture, any Guarantee, the Security Documents and the Notes may be amended or supplemented with the written consent of the Holders of at least a majority in principal amount of the Notes then outstanding and (b) any existing Default or Event of Default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder of the Notes, the Issuers, the Trustee and the Collateral Agent shall be entitled to amend the Indenture and the Notes to, among other things, cure any ambiguity, omission, defect or inconsistency, or to make any change that does not materially adversely affect the rights under such document of the Holders.

15. Defaults and Remedies

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency are Events of Default which will result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity or security satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

16. Trustee and Agent Dealings with the Company

Subject to certain limitations imposed by the Act, the Trustee or any Agent under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuers or their Affiliates and may otherwise deal with the Issuers or their Affiliates with the same rights it would have if it were not Trustee or Agent.

17. No Recourse Against Others

No past, present or future director, officer, employee, incorporator, member, partner or stockholder of the Issuers or any Guarantor or any of their direct or indirect equity holders shall have any liability for any obligations of the Issuers or the Guarantors under the Notes, the Guarantees or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

18. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or the Authenticating Agent) manually signs the certificate of authentication on the other side of this Note.

19. Abbreviations

Customary abbreviations may be used in the name of a Note or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

20. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders of the Notes. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

21. Holder's Compliance with Registration Rights Agreement.

Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement, including the obligations of the Holders with respect to a registration and the indemnification of the Issuers to the extent provided therein.

22. Governing Law.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Issuers will furnish to any Holder of the Notes upon written request and without charge to the Holder a copy of the Indenture. Requests may be made to:

Chrysler Group LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326
Facsimile: 248-512-1772
Attention: General Counsel

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____
(Insert assignee' s legal name)

(Insert assignee' s soc. sec. or tax I.D. no.)

(Print or type assignee' s name, address and zip code)

and irrevocably appoint _____
to transfer this Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on
the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Registrar).

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal amount of this Global Note	Amount of increase in Principal amount of this Global Note	Principal amount of this Global Note (following such decrease or increase)	Signature of authorized officer of Trustee or Notes Custodian

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.04 (Asset Sales) or 4.07 (Change of Control Event) of the Indenture, check the box:

Asset Sale

Change of Control Event

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.04 (Asset Sale) or 4.07 (Change of Control Event) of the Indenture, state the amount in principal amount: \$_____

Dated: _____

Your Signature: _____

(Sign exactly as your name appears on the other side of this Note.)

Signature Guarantee: _____

(Signature must be guaranteed)

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

FORM OF CERTIFICATE OF EXCHANGE

1000 Chrysler Drive
Auburn Hills, Michigan 48326
Facsimile: 248-512-1772
Attention: General Counsel

Wilmington Trust FSB
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

In the case of the 2019 Notes
Attention: Corporate Trust Administration - Chrysler Group LLC
Secured Senior Notes due 2019
Facsimile: (302) 636-4145

In the case of the 2021 Notes
Attention: Corporate Trust Administration - Chrysler Group LLC
Secured Senior Notes due 2021
Facsimile: (302) 636-4145

Citibank, N.A.
111 Wall Street, 15th Floor
New York, NY 10005

In the case of the 2019 Notes
Attention: Corporate Trust Services - Chrysler Group LLC
Secured Senior Notes due 2019

In the case of the 2021 Notes
Attention: Corporate Trust Services - Chrysler Group LLC
Secured Senior Notes due 2021

Re: [8% Secured Senior Notes due 2019] [8¹/₄% Secured Senior Notes due 2021]

Reference is hereby made to the Indenture, dated as of May 24, 2011 (the "Indenture"), among the Issuers, the Trustee, the Collateral Agent, the Authenticating Agent, the Registrar and the Paying Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the “Owner”) owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of \$_____ in such Note[s] or interests (the “Exchange”). In connection with the Exchange, the Owner hereby certifies that:

1) EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE FOR UNRESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN AN UNRESTRICTED GLOBAL NOTE

- a) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner’ s beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner’ s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the “Securities Act”), (iii) the restrictions on transfer contained in the Indenture are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.
- b) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO UNRESTRICTED DEFINITIVE NOTE. In connection with the Exchange of the Owner’ s beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner’ s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.
- c) CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Owner’ s Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner’ s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.
- d) CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO UNRESTRICTED DEFINITIVE NOTE. In connection with the Owner’ s Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being

acquired for the Owner' s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2) EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES FOR RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES

a) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO RESTRICTED DEFINITIVE NOTE. In connection with the Exchange of the Owner' s beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner' s own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

b) CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner' s Restricted Definitive Note for a beneficial interest in the [CHECK ONE] 144A Global Note Regulation S Global Note, with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner' s own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuers and are dated _____.

[Insert Name of Transferor]

By: _____

Name:

Title:

Dated: _____

FORM OF CERTIFICATE OF TRANSFER

1000 Chrysler Drive
Auburn Hills, Michigan 48326
Facsimile: 248-512-1772
Attention: General Counsel

Wilmington Trust FSB
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

In the case of the 2019 Notes
Attention: Corporate Trust Administration - Chrysler Group LLC
Secured Senior Notes due 2019
Facsimile: (302) 636-4145

In the case of the 2021 Notes
Attention: Corporate Trust Administration - Chrysler Group LLC
Secured Senior Notes due 2021
Facsimile: (302) 636-4145

Citibank, N.A.
111 Wall Street, 15th Floor
New York, NY 10005

In the case of the 2019 Notes
Attention: Corporate Trust Services - Chrysler Group LLC
Secured Senior Notes due 2019

In the case of the 2021 Notes
Attention: Corporate Trust Services - Chrysler Group LLC
Secured Senior Notes due 2021

Re: [8% Secured Senior Notes due 2019] [8¹/₄% Secured Senior Notes due 2021]

Reference is hereby made to the Indenture, dated as of May 24, 2011 (the "Indenture"), among the Issuers, the Trustee, the Collateral Agent, the Authenticating Agent, the Registrar and the Paying Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the “Transferor”) owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of \$_____ in such Note[s] or interests (the “Transfer”), to _____ (the “Transferee”), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE 144A GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO RULE 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the “Securities Act”), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a “qualified institutional buyer” within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Indenture and the Securities Act.

2. CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE REGULATION S GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO REGULATION S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Indenture and the Securities Act.

3. CHECK AND COMPLETE IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE DEFINITIVE NOTE PURSUANT TO ANY PROVISION OF THE SECURITIES ACT OTHER THAN RULE 144A OR REGULATION S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) such Transfer is being effected to the Issuers or a subsidiary thereof;

or

(c) such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act.

4. CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR OF AN UNRESTRICTED DEFINITIVE NOTE. (a) CHECK IF TRANSFER IS PURSUANT TO RULE 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) CHECK IF TRANSFER IS PURSUANT TO REGULATION S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest

or Definitive Note will not be subject to the restrictions on transfer enumerated in the legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuers.

[Insert Name of Transferor]

By: _____

Name:

Title:

Dated: _____

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

- (a) a beneficial interest in the:
- (i) 144A Global Note (CUSIP []), or
 - (ii) Regulation S Global Note (CUSIP []), or

- (b) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

- (a) a beneficial interest in the:
- (i) 144A Global Note (CUSIP []), or
 - (ii) Regulation S Global Note (CUSIP []), or
 - (iii) Unrestricted Global Note (CUSIP []); or
- (b) a Restricted Definitive Note; or
- (c) an Unrestricted Definitive Note, in accordance with the terms of the Indenture.

[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]

Supplemental Indenture (this "Supplemental Indenture"), dated as of _____, among _____ (the "Guaranteeing Subsidiary"), a subsidiary of Chrysler Group LLC, a Delaware limited liability company, CG Co-Issuer Inc., a Delaware corporation (together, the "Issuers"), Wilmington Trust FSB, a federal savings bank, as trustee (the "Trustee"), and Citibank, N.A., a national banking association, as Collateral Agent, Paying Agent and Registrar.

W I T N E S S E T H

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of May 24, 2011, providing for the issuance of an unlimited aggregate principal amount of 8% Secured Senior Notes due 2019 and 8 1/4% Secured Senior Notes due 2021 (together, the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee and the Collateral Agent a Guarantee Agreement pursuant to which the Guaranteeing Subsidiary shall guarantee payment under the Notes on the terms and conditions as those set forth in the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture

(2) Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees to provide a Guarantee on the terms and subject to the conditions set forth in the Indenture including but not limited to Article 10 thereof.

(3) No Recourse Against Others. No past, present or future director, officer, employee, incorporator, member, partner or stockholder of the Guaranteeing Subsidiary or any of its direct or indirect parent companies shall have any liability for any obligations of the Issuers or the Guarantors (including the Guaranteeing Subsidiary) under the Notes, any Guarantees, the Indenture, any Security Document or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(4) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

(5) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(7) The Trustee and Agents. Neither the Trustee nor any Agent shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary.

(8) Subrogation. The Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuers in respect of any amounts paid by the Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, the Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuers under the Indenture or the Notes shall have been paid in full.

(9) Benefits Acknowledged. The Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. The Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to the Guarantee are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the Guaranteeing Subsidiary in this Supplemental Indenture shall bind its Successors, except as otherwise provided in the Indenture or in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

CHRYSLER GROUP LLC

By _____
Name:
Title:

CG CO-ISSUER INC.

By _____
Name:
Title:

[GUARANTOR]

By _____
Name:
Title:

**WILMINGTON TRUST FSB, NOT IN ITS
INDIVIDUAL CAPACITY BUT SOLELY AS
TRUSTEE**

By _____
Name:
Title:

**CITIBANK, N.A., NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS COLLATERAL
AGENT, PAYING AGENT, REGISTRAR AND
AUTHENTICATING AGENT**

By _____
Name:
Title:

FORM OF INTERCREDITOR AGREEMENT

REGISTRATION RIGHTS AGREEMENT

by and among

Chrysler Group LLC
CG Co-Issuer Inc.
Chrysler Group International LLC
Chrysler Group International Services LLC
Chrysler Group LLC
Chrysler Group Realty Company LLC
Chrysler Group Service Contracts LLC
Chrysler Group Transport LLC
Global Engine Manufacturing Alliance LLC

and

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Goldman, Sachs & Co.
Citigroup Global Markets Inc.
Morgan Stanley & Co. Incorporated

Dated as of May 24, 2011

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “Agreement”) is made and entered into as of May 24, 2011, by and among Chrysler Group LLC, a Delaware limited liability company (the “Company”), CG Co-Issuer Inc., a Delaware corporation and a wholly owned subsidiary of the Company (the “Co-Issuer” and, together with the Company, the “Issuers”), Chrysler Group International LLC, a Delaware limited liability company, Chrysler Group International Services LLC, a Delaware limited liability company, Chrysler Group Realty Company LLC, a Delaware limited liability company, Chrysler Group Service Contracts LLC, a Delaware limited liability company, Chrysler Group Transport LLC, a Delaware limited liability company, Global Engine Manufacturing Alliance LLC, a Delaware limited liability company (collectively, the “Guarantors”), and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Goldman, Sachs & Co., Citigroup Global Markets Inc. and Morgan Stanley & Co. Incorporated, as representatives (the “Representatives”) of the other several Initial Purchasers named in Schedule A to the Purchase Agreement (as defined below) dated May 19, 2011 (collectively, the “Initial Purchasers”), each of whom has agreed to purchase the Issuers’ 8% Secured Senior Notes due 2019 (the “2019 Notes”) and 8 1/4% Secured Senior Notes due 2021 (the “2021 Notes” and, together with the 2019 Notes, the “Initial Notes”) fully and unconditionally guaranteed on a senior secured basis, jointly and severally by the Guarantors (the “Guarantees”) pursuant to the Purchase Agreement. The 2019 Notes and the Guarantees attached thereto are herein collectively referred to as the “Initial 2019 Securities,” the 2021 Notes and the Guarantees attached thereto are herein collectively referred to as the “Initial 2021 Securities” and the Initial 2019 Securities and the Initial 2021 Securities are collectively referred to as the “Initial Securities”.

This Agreement is made pursuant to the Purchase Agreement, dated May 19, 2011 (the “Purchase Agreement”), among the Issuers, the Guarantors and the Representatives on behalf of the Initial Purchasers (i) for the benefit of the Initial Purchasers and (ii) for the benefit of the holders from time to time of the Initial Securities, including the Initial Purchasers. In order to induce the Initial Purchasers to purchase the Initial Securities, the Issuers have agreed to provide the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the obligations of the Initial Purchasers set forth in Section 5(f) of the Purchase Agreement.

The parties hereby agree as follows:

SECTION 1. *Definitions.* As used in this Agreement, the following capitalized terms shall have the following meanings:

Additional Interest Payment Date: With respect to the Initial Securities, each Interest Payment Date.

Broker-Dealer: Any broker or dealer registered under the Exchange Act.

Business Day: Any day other than a Saturday, Sunday or U.S. federal holiday or a day on which banking institutions or trust companies located in New York, New York are authorized or obligated to be closed.

Closing Date: The date of this Agreement.

Commission: The Securities and Exchange Commission.

Consummate: A registered Exchange Offer shall be deemed “Consummated” for purposes of this Agreement upon the occurrence of (i) the filing and effectiveness under the Securities Act of the Exchange Offer Registration Statement relating to the Exchange Securities to be issued in the Exchange Offer, (ii) the maintenance of such Registration Statement continuously effective and the keeping of the Exchange Offer open for a period not less than the minimum period required pursuant to Section 3(b) hereof, and (iii) the delivery by the Issuers to the Registrar under the Indenture of Exchange Securities in the same aggregate principal amount as the aggregate principal amount of Initial Securities that were tendered by Holders thereof pursuant to the Exchange Offer.

Effectiveness Target Date: As defined in Section 5 hereof.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Exchange Offer: The registration by the Issuers under the Securities Act of the Exchange Securities pursuant to a Registration Statement pursuant to which the Issuers offer the Holders of all outstanding Transfer Restricted Securities the opportunity to exchange all such outstanding Transfer Restricted Securities held by such Holders for Exchange Securities of the same series as such Transfer Restricted Securities in an aggregate principal amount equal to the aggregate principal amount of the Transfer Restricted Securities tendered in such exchange offer by such Holders.

Exchange Offer Registration Statement: The Registration Statement relating to the Exchange Offer, including the related Prospectus.

Exempt Resales: The transactions in which the Initial Purchasers propose to sell the Initial Securities to certain “qualified institutional buyers,” as such term is defined in Rule 144A under the Securities Act and to certain non-U.S. persons pursuant to Regulation S under the Securities Act.

Exchange Securities: The 8% Secured Senior Notes due 2019 and the Guarantees attached thereto, of the same series under the Indenture as the Initial 2019 Securities, and the 8 1/4% Secured Senior Notes due 2021 and the Guarantees attached thereto, of the same series under the Indenture as the Initial 2021 Securities, in each case to be issued to Holders in exchange for Transfer Restricted Securities of the applicable series pursuant to this Agreement.

FINRA: Financial Industry Regulatory Authority, Inc.

Holders: As defined in Section 2(b) hereof.

Indemnified Holder: As defined in Section 8(a) hereof.

Indenture: The Indenture, dated as of May 24, 2011, by and among the Issuers, the Guarantors, Wilmington Trust FSB, as trustee (the “Trustee”), and Citibank, N.A., as paying agent registrar and collateral agent, pursuant to which the Securities are to be issued, as such Indenture is amended or supplemented from time to time in accordance with the terms thereof.

Initial Purchaser: As defined in the preamble hereto.

Initial Notes: As defined in the preamble hereto.

Initial Placement: The issuance and sale by the Issuers of the Initial Securities to the Initial Purchasers pursuant to the Purchase Agreement.

Initial Securities: As defined in the preamble hereto.

Interest Payment Date: As defined in the Indenture and the Securities.

Person: An individual, partnership, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

Prospectus: The prospectus included in a Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

Registration Default: As defined in Section 5 hereof.

Registration Statement: Any registration statement of the Issuers relating to (a) an offering of Exchange Securities pursuant to an Exchange Offer or (b) the registration for resale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, which is filed pursuant to the provisions of this Agreement, in each case, including the Prospectus included therein, all amendments and supplements thereto (including post-effective amendments) and all exhibits and material incorporated by reference therein.

Securities: The Initial Securities together with the Exchange Securities.

Securities Act: The Securities Act of 1933, as amended.

Shelf Filing Deadline: As defined in Section 4(a) hereof.

Shelf Registration Statement: As defined in Section 4(a) hereof.

Suspension Period: As defined in Section 6 hereof.

Transfer Restricted Securities: Each Initial Security, until the earliest to occur of (a) the date on which such Initial Security is exchanged in the Exchange Offer for an Exchange Security

entitled to be resold to the public by the Holder thereof without complying with the prospectus delivery requirements of the Securities Act, (b) the date on which such Initial Security has been effectively registered under the Securities Act and disposed of in accordance with a Shelf Registration Statement and (c) the date on which such Initial Security is distributed to the public by a Broker-Dealer pursuant to the “Plan of Distribution” contemplated by the Exchange Offer Registration Statement (including delivery of the Prospectus contained therein).

Trust Indenture Act: The Trust Indenture Act of 1939, as amended.

Underwritten Registration or Underwritten Offering: A registration in which securities of the Issuers are sold to an underwriter for reoffering to the public.

SECTION 2. *Securities Subject to this Agreement.*

(a) *Transfer Restricted Securities.* The securities entitled to the benefits of this Agreement are the Transfer Restricted Securities.

(b) *Holders of Transfer Restricted Securities.* A Person is deemed to be a holder of Transfer Restricted Securities (each, a “Holder”) whenever such Person owns Transfer Restricted Securities.

SECTION 3. *Registered Exchange Offer.*

(a) Unless the Exchange Offer shall not be permissible under applicable law or Commission policy (after the procedures set forth in Section 6(a) hereof have been complied with), each of the Issuers and the Guarantors shall (i) cause to be filed with the Commission no later than 270 days after the Closing Date (or if such 270th day is not a Business Day, the next succeeding Business Day), a Registration Statement under the Securities Act relating to the Exchange Securities and the Exchange Offer, (ii) use its reasonable efforts to cause such Registration Statement to become effective no later than 360 days after the Closing Date (or if such 360th day is not a Business Day, the next succeeding Business Day), (iii) in connection with the foregoing, file (A) all pre-effective amendments to such Registration Statement as may be necessary in order to cause such Registration Statement to become effective, (B) if applicable, a post-effective amendment to such Registration Statement pursuant to Rule 430A under the Securities Act and (C) cause all necessary filings in connection with the registration and qualification of the Exchange Securities to be made under the state securities or blue sky laws of such jurisdictions as are necessary to permit Consummation of the Exchange Offer, and (iv) upon the effectiveness of such Registration Statement, commence the Exchange Offer. The Exchange Offer shall be on the appropriate form permitting registration of the Exchange Securities to be offered in exchange for the Transfer Restricted Securities and to permit resales of Initial Securities held by Broker-Dealers as contemplated by Section 3(c) hereof.

(b) The Issuers and the Guarantors shall use reasonable efforts to cause the Exchange Offer Registration Statement to be effective continuously and shall keep the Exchange Offer open for a period of not less than the minimum period required under applicable federal and state securities laws to Consummate the Exchange Offer; *provided, however*, that in no event shall such period be less than 20 Business Days after the date notice of the Exchange Offer is mailed

to the Holders. The Issuers shall cause the Exchange Offer to comply with all applicable federal and state securities laws. No securities other than the Exchange Securities shall be included in the Exchange Offer Registration Statement. Each of the Issuers shall use its reasonable efforts to cause the Exchange Offer to be Consummated as promptly as reasonably practicable after the Exchange Offer Registration Statement has become effective, but in no event later than 390 days after the Closing Date (or if such 390th day is not a Business Day, the next succeeding Business Day).

(c) The Issuers shall indicate in a “Plan of Distribution” section contained in the Prospectus forming a part of the Exchange Offer Registration Statement that any Broker-Dealer who holds Initial Securities that are Transfer Restricted Securities and that were acquired for its own account as a result of market-making activities or other trading activities (other than Transfer Restricted Securities acquired directly from the Issuers), may exchange such Initial Securities pursuant to the Exchange Offer; however, such Broker-Dealer may be deemed to be an “underwriter” within the meaning of the Securities Act and must, therefore, deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of the Exchange Securities received by such Broker-Dealer in the Exchange Offer, which prospectus delivery requirement may be satisfied by the delivery by such Broker-Dealer of the Prospectus contained in the Exchange Offer Registration Statement. Such “Plan of Distribution” section shall also contain all other information with respect to such resales by Broker-Dealers that the Commission may require in order to permit such resales pursuant thereto, but such “Plan of Distribution” shall not name any such Broker-Dealer or disclose the amount of Initial Securities held by any such Broker-Dealer except to the extent required by the Commission. The Issuers and the Representatives acknowledge and agree that they do not believe that under current law, policies and interpretations of the Commission naming any such Broker-Dealer or disclosing the amount of Initial Securities held by any such Broker-Dealer would be required.

Each of the Issuers and the Guarantors shall use its reasonable efforts to keep the Exchange Offer Registration Statement continuously effective, supplemented and amended as required by the provisions of Section 6(c) hereof to the extent necessary to ensure that it is available for resales of Initial Securities acquired by Broker-Dealers for their own accounts as a result of market-making activities or other trading activities, and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period ending on the earlier of (i) 180 days from the date on which the Exchange Offer Registration Statement is declared effective and (ii) the date on which a Broker-Dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

The Issuers shall provide sufficient copies of the latest version of such Prospectus to Broker-Dealers promptly upon request at any time during such 180-day (or shorter as provided in the foregoing sentence) period in order to facilitate such resales.

SECTION 4. *Shelf Registration.*

(a) *Shelf Registration.* If (i) the Issuers and the Guarantors are not required to file an Exchange Offer Registration Statement or to consummate the Exchange Offer because the Exchange Offer is not permitted by applicable law or Commission policy (after the procedures set

forth in Section 6(a) hereof have been complied with), (ii) for any reason the Exchange Offer is not Consummated within 390 days after the Closing Date (or if such 390th day is not a Business Day, the next succeeding Business Day), or (iii) with respect to any Holder of Transfer Restricted Securities (A) such Holder is prohibited by applicable law or Commission policy from participating in the Exchange Offer, or (B) such Holder may not resell the Exchange Securities acquired by it in the Exchange Offer to the public without delivering a prospectus and that the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales by such Holder, or (C) such Holder is a Broker-Dealer and holds Initial Securities acquired directly from the Issuers or one of their affiliates, then, upon such Holder's request, the Issuers and the Guarantors shall

(x) cause to be filed a shelf registration statement pursuant to Rule 415 under the Securities Act, which may be an amendment to the Exchange Offer Registration Statement (in either event, the "Shelf Registration Statement"), no later than the 90th day after the date such filing obligation arises, but no earlier than the 390th day after the Closing Date (or if such 390th day is not a Business Day, the next succeeding Business Day) (such earliest date being the "Shelf Filing Deadline"), which Shelf Registration Statement shall provide for resales of all Transfer Restricted Securities the Holders of which shall have provided the information required pursuant to Section 4(b) hereof; and

(y) use their respective reasonable efforts to cause such Shelf Registration Statement to be declared effective by the Commission on or before the 90th day after the Shelf Filing Deadline (or if such 90th day is not a Business Day, the next succeeding Business Day).

Each of the Issuers and the Guarantors shall use its reasonable efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended as required by the provisions of Sections 6(b) and (c) hereof to the extent necessary to ensure that it is available for resales of Initial Securities by the Holders of Transfer Restricted Securities entitled to the benefit of this Section 4(a), and to ensure that it conforms with the requirements of this Agreement, the Securities Act and the policies, rules and regulations of the Commission as announced from time to time, for a period of at least one year following the effective date of such Shelf Registration Statement (or shorter period that will terminate when all the Initial Securities covered by such Shelf Registration Statement have been sold pursuant to such Shelf Registration Statement).

(b) *Provision by Holders of Certain Information in Connection with the Shelf Registration Statement.* No Holder of Transfer Restricted Securities may include any of its Transfer Restricted Securities in any Shelf Registration Statement pursuant to this Agreement unless and until such Holder furnishes to the Company in writing, within 10 Business Days after receipt of a request therefor, such information as the Company may reasonably request for use in connection with any Shelf Registration Statement or Prospectus or preliminary Prospectus included therein. Each Holder as to which any Shelf Registration Statement is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially misleading.

SECTION 5. *Additional Interest.* If (i) any of the Registration Statements required by this Agreement is not filed with the Commission on or prior to the last date specified for such

filing in this Agreement, (ii) any of such Registration Statements has not been declared effective by the Commission on or prior to the last date specified for such effectiveness in this Agreement (the "Effectiveness Target Date"), (iii) the Exchange Offer has not been Consummated within 30 Business Days after the Effectiveness Target Date with respect to the Exchange Offer Registration Statement or (iv) any Registration Statement required by this Agreement is filed and declared effective but shall thereafter cease to be effective or fail to be usable for its intended purpose (except as specifically permitted herein, including with respect to any Suspension Period as provided in Section 6(a) hereof) without being succeeded immediately by a post-effective amendment to such Registration Statement that cures such failure and that is itself immediately declared effective (each such event referred to in clauses (i) through (iv), a "Registration Default"), the Issuers hereby agree that the interest rate borne by the Transfer Restricted Securities shall be increased by 0.25% per annum during the 90-day period immediately following the occurrence of any Registration Default and shall increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event shall such increase exceed 1.00% per annum. Following the earlier of (x) the cure of all Registration Defaults relating to any particular Transfer Restricted Securities and (y) the day on which there are no outstanding Transfer Restricted Securities, the interest rate borne by the relevant Transfer Restricted Securities will be reduced to the original interest rate borne by such Transfer Restricted Securities; *provided, however*, that, if after any such reduction in interest rate, a different Registration Default occurs, the interest rate borne by the relevant Transfer Restricted Securities shall again be increased pursuant to the foregoing provisions.

All obligations of the Issuers and the Guarantors set forth in the preceding paragraph that are outstanding with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such security shall have been satisfied in full.

Notwithstanding the foregoing, (i) the amount of Additional Interest payable shall not increase because more than one Registration Default has occurred and is pending and (ii) a Holder of Transfer Restricted Securities that is not entitled to the benefits of the Shelf Registration Statement (because, e.g., such Holder has not elected to include information or has not timely delivered such information to the Issuers pursuant to Section 4(b) hereof) shall not be entitled to Additional Interest with respect to a Registration Default that pertains to such Shelf Registration Statement following the time such Holder is no longer entitled to the benefits of such Shelf Registration Statement (e.g., such time as the Holder elects not to include information or following the deadline to timely deliver information to the Issuers pursuant to Section 4(b) hereof).

SECTION 6. *Registration Procedures.*

(a) *Exchange Offer Registration Statement.* In connection with the Exchange Offer, the Issuers and the Guarantors shall comply with all of the provisions of Section 6(c) hereof, shall use their best efforts to effect such exchange to permit the sale of Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and shall comply with all of the following provisions:

(i) If in the reasonable opinion of counsel to the Company there is a question as to whether the Exchange Offer is permitted by applicable law, each of the Issuers and the Guarantors hereby agrees to seek a no-action letter or other favorable decision from the Commission allowing the Issuers and the Guarantors to Consummate an Exchange Offer for such Initial Securities. Each of the Issuers and the Guarantors hereby agrees to use reasonable efforts to pursue the issuance of such a decision.

(ii) As a condition to its participation in the Exchange Offer pursuant to the terms of this Agreement, each Holder of Transfer Restricted Securities shall furnish, upon the request of the Company, prior to the Consummation thereof, a written representation to the Company (which may be contained in the letter of transmittal contemplated by the Exchange Offer Registration Statement) to the effect that (A) it is not an affiliate of either of the Issuers, (B) it is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any Person to participate in, a distribution of the Exchange Securities to be issued in the Exchange Offer and (C) it is acquiring the Exchange Securities in its ordinary course of business. In addition, all such Holders of Transfer Restricted Securities shall otherwise cooperate in the Issuers' preparations for the Exchange Offer. Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) could not under Commission policy as in effect on the date of this Agreement rely on the position of the Commission enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters (which may include any no-action letter obtained pursuant to clause (i) above), and (2) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of Exchange Securities obtained by such Holder in exchange for Initial Securities acquired by such Holder directly from the Issuers.

(b) *Shelf Registration Statement.* In connection with any requirement to file a Shelf Registration Statement, each of the Issuers and the Guarantors shall comply with all the provisions of Section 6(c) hereof and shall use its reasonable efforts to effect such registration to permit the sale of the Transfer Restricted Securities being sold in accordance with the intended method or methods of distribution thereof, and pursuant thereto each of the Issuers and the Guarantors will use reasonable efforts to prepare and file with the Commission a Registration Statement relating to the registration on any appropriate form under the Securities Act, which form shall be available for the offer and sale of the Transfer Restricted Securities in accordance with the reasonable intended method or methods of distribution thereof.

(c) *General Provisions.* In connection with any Registration Statement and any Prospectus required by this Agreement to permit the sale or resale of Transfer Restricted Securities (including, without limitation, any Registration Statement and the related Prospectus required to permit resales of Initial Securities by Broker-Dealers), each of the Issuers and the Guarantors shall:

(i) use its reasonable efforts to keep such Registration Statement continuously effective and provide all requisite financial statements (including, if required by the Securities Act or any regulation thereunder, financial statements of the Guarantors for the period specified in Section 3 or 4 hereof, as applicable); upon the occurrence of any event that would cause any such Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not to be effective and usable for resale of Transfer Restricted Securities during the period required by this Agreement, the Issuers shall file promptly an appropriate amendment to such Registration Statement (or if permitted file with the Commission a document incorporated by reference into the Registration Statement), in the case of clause (A), correcting any such misstatement or omission, and, in the case of either clause (A) or (B), use its reasonable efforts to cause such amendment to be declared effective and such Registration Statement and the related Prospectus to become usable for their intended purpose(s) as soon as practicable thereafter;

(ii) prepare and file with the Commission such amendments and post-effective amendments to the applicable Registration Statement as may reasonably be necessary to keep the Registration Statement effective for the applicable period set forth in Section 3 or 4 hereof, as applicable, or such shorter period as will terminate when all Transfer Restricted Securities covered by such Registration Statement have been sold; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and to comply with the applicable provisions of Rules 424 and 430A under the Securities Act in a timely manner; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the reasonable intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement to the Prospectus;

(iii) advise the underwriter(s), if any, and selling Holders reasonably promptly and, if requested by such Persons, to confirm such advice in writing, (A) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to any Registration Statement or any post-effective amendment thereto, when the same has become effective, (B) of any request by the Commission for amendments to the Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto, (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, (D) of the existence of any fact or the happening of any event that makes any statement of a material fact made in the Registration Statement, the Prospectus, any amendment or supplement thereto, or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Registration Statement or the Prospectus in order to make the statements therein not misleading. If at any time the Commission shall issue any stop order

suspending the effectiveness of the Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or blue sky laws, each of the Issuers and the Guarantors shall use its reasonable best efforts to obtain the withdrawal or lifting of such order as soon as practicable thereafter;

(iv) furnish without charge to each selling Holder named in any Registration Statement and each of the underwriter(s), if any, before filing with the Commission, copies of any Registration Statement or any Prospectus included therein or any amendments or supplements to any such Registration Statement or Prospectus (including all documents incorporated by reference after the initial filing of such Registration Statement but excluding exhibits thereto to the extent such documents are available through the Commission's EDGAR system), which documents will be subject to the review and comment of such Holders and underwriter(s), if any, in connection with such sale, if any, for a period of at least three Business Days, and the Issuers shall use their reasonable best efforts to reflect in any such Registration Statement or Prospectus or any amendment or supplement to any such Registration Statement or Prospectus (including all such documents incorporated by reference) any reasonable comments that such Holders and underwriters, if any, propose;

(v) promptly prior to the filing of any document that is to be incorporated by reference into a Registration Statement or Prospectus, provide copies of such document to each selling Holder named in any such Registration Statement, and to the underwriter(s), if any, make the Issuers' and the Guarantors' representatives available for discussion of such document prior to the filing thereof as such selling Holders or underwriter(s), if any, reasonably may request;

(vi) make available, subject to customary confidentiality agreements, at reasonable times for inspection by the managing underwriter(s), if any, participating in any disposition pursuant to such Registration Statement and any attorney or accountant retained by any of the underwriter(s) in connection therewith, all financial and other records, pertinent corporate documents and properties of each of the Issuers and the Guarantors and cause the Issuers' and the Guarantors' officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney or accountant in connection with such Registration Statement or any post-effective amendment thereto subsequent to the filing thereof and prior to its effectiveness and to participate in meetings with investors to the extent requested by the managing underwriter(s), if any;

(vii) if requested by any selling Holders or the underwriter(s), if any, promptly incorporate in any Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such selling Holders and underwriter(s), if any, may reasonably request to have included therein, including, without limitation, information relating to the "Plan of Distribution" of the Transfer Restricted Securities, information with respect to the principal amount of Transfer Restricted Securities being sold to such underwriter(s), the purchase price being paid therefor and any other

terms of the offering of the Transfer Restricted Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as practicable after the Issuers are notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) use reasonable best efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be rated with the appropriate rating agencies, if so requested by the Holders of a majority in aggregate principal amount of Securities covered thereby or the underwriter(s), if any;

(ix) furnish or otherwise make available to each selling Holder and each of the underwriter(s), if any, without charge, at least one copy of the Registration Statement, as first filed with the Commission, and of each amendment thereto, including financial statements and schedules, all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference);

(x) deliver to each selling Holder and each of the underwriter(s), if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; each of the Issuers and the Guarantors hereby consents to the use of the Prospectus and any amendment or supplement thereto by each of the selling Holders and each of the underwriter(s), if any, in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto;

(xi) enter into such agreements (including an underwriting agreement), and make such representations and warranties, and take all such other reasonable actions in connection therewith in order to expedite or facilitate the disposition of the Transfer Restricted Securities pursuant to any Registration Statement contemplated by this Agreement, all to such extent as may be reasonably requested by the Holders of at least 10% aggregate principal amount of the Transfer Restricted Securities or any underwriter in connection with any sale or resale pursuant to any Registration Statement contemplated by this Agreement; and, whether or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, each of the Issuers and the Guarantors shall:

(A) furnish to each selling Holder and each underwriter, if any, in such substance and scope as they may request and as are customarily made by issuers to underwriters in similar underwritten offerings, upon the effectiveness of the Shelf Registration Statement:

(1) a certificate, dated the date of effectiveness of the Shelf Registration Statement, signed by appropriate officers of the Company, confirming, as of the date thereof, the matters set forth in paragraphs (i), (ii) and (iii) of Section 5(e) of the Purchase Agreement and such other matters as such parties may reasonably request;

(2) opinions and a disclosure letter, each dated the date of Consummation of the Exchange Offer or the date of effectiveness of the Shelf Registration Statement, as the case may be, in customary form, of counsel for the Issuers and the Guarantors, covering the matters set forth in Section 5(c) of the Purchase Agreement and such other matter as such parties may reasonably request; and

(3) customary comfort letters, dated the date of effectiveness of the Shelf Registration Statement, from the Company's independent accountants and Old Carco LLC's independent accountants, in the customary form and covering matters of the type customarily requested to be covered in comfort letters by underwriters in connection with similar underwritten offerings, and covering or affirming the matters set forth in the comfort letters delivered pursuant to Section 5(a) of the Purchase Agreement, without exception;

(B) set forth in full or incorporate by reference in the underwriting agreement, if any, the indemnification provisions and procedures of Section 8 hereof with respect to all parties to be indemnified pursuant to said Section; and

(C) deliver such other documents and certificates as may be reasonably requested by such parties to evidence compliance with Section 6(c)(xi)(A) hereof and with any customary conditions contained in the underwriting agreement or other agreement entered into by either of the Issuers or any of the Guarantors pursuant to this Section 6(c)(xi), if any.

If at any time the representations and warranties of the Issuers and the Guarantors contemplated in Section 6(c)(xi)(A)(1) hereof cease to be true and correct, the Issuers or the Guarantors shall so advise the underwriter(s), if any, and each selling Holder promptly and, if requested by such Persons, shall confirm such advice in writing;

(xii) prior to any public offering of Transfer Restricted Securities, cooperate with the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Transfer Restricted Securities under the state securities or blue sky laws of such jurisdictions as the selling Holders or underwriter(s), if any, may request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the Shelf Registration Statement; *provided, however*, that none of the Issuers nor the Guarantors shall be required to register or qualify as a foreign corporation where it is not then so qualified or to take any action that would subject it to the service of process in suits or to taxation, other than as to matters and transactions relating to the Registration Statement, in any jurisdiction where it is not then so subject;

(xiii) shall issue, upon the request of any Holder of a series of Initial Securities covered by the Shelf Registration Statement, Exchange Securities of such series having an aggregate principal amount equal to the aggregate principal amount of Initial Securities of such series surrendered to the Issuers by such Holder in exchange therefor or being

sold by such Holder; such Exchange Securities to be registered in the name of such Holder or in the name of the purchaser(s) of such Exchange Securities, as the case may be; in return, the Initial Securities held by such Holder shall be surrendered to the Issuers for cancellation;

(xiv) cooperate with the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any restrictive legends; and enable such Transfer Restricted Securities to be in such denominations and registered in such names as the Holders or the underwriter(s), if any, may request at least two Business Days prior to any sale of Transfer Restricted Securities made by such Holders or underwriter(s);

(xv) use its reasonable efforts to cause the Transfer Restricted Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Transfer Restricted Securities, subject to the proviso contained in Section 6(c)(xii) hereof;

(xvi) if any fact or event contemplated by Section 6(c)(iii)(D) hereof shall exist or have occurred, prepare a supplement or post-effective amendment to the Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein not misleading;

(xvii) provide a CUSIP number for all Securities not later than the effective date of the Registration Statement covering such Securities and provide the Trustee under the Indenture with printed certificates for such Securities which are in a form eligible for deposit with the Depository Trust Company and take all other action necessary to ensure that all such Securities are eligible for deposit with the Depository Trust Company;

(xviii) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter that is required to be retained in accordance with the rules and regulations of FINRA;

(xix) otherwise use its reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as practicable, a consolidated earning statement meeting the requirements of Rule 158 (which need not be audited) for the twelve-month period (A) commencing at the end of any fiscal quarter in which Transfer Restricted Securities are sold to underwriters in a firm commitment or best efforts Underwritten Offering or (B) if not sold to underwriters in such an offering, beginning with the first month of the Company' s first fiscal quarter commencing after the effective date of the Registration Statement;

(xx) cause the Indenture to be qualified under the Trust Indenture Act not later than the effective date of the first Registration Statement required by this Agreement,

and, in connection therewith, cooperate with the Trustee and the Holders of Securities to effect such changes to the Indenture as may be required for such Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and to execute and use its reasonable efforts to cause the Trustee to execute, all documents that may be required to effect such changes and all other forms and documents required to be filed with the Commission to enable such Indenture to be so qualified in a timely manner;

(xxi) cause all Securities covered by the Registration Statement to be listed on each securities exchange or automated quotation system on which similar securities issued by the Issuers are then listed if requested by the Holders of a majority in aggregate principal amount of Initial Securities or the managing underwriter(s), if any; and

(xxii) provide promptly to each Holder upon request each document filed with the Commission pursuant to the requirements of Section 13 and Section 15 of the Exchange Act.

Each Holder agrees by acquisition of a Transfer Restricted Security that the Company may suspend the use or effectiveness of the applicable Registration Statement, or extend the time period in which it is required to file the applicable Registration Statement, for up to 30 consecutive days and up to 60 days in the aggregate, in each case in any 12-month period (a "Suspension Period"), if the Company determines that any fact of the kind described in Section 6(c)(iii)(D) hereof exists, and that upon receipt of any notice to such effect from the Company such Holder will forthwith discontinue disposition of Transfer Restricted Securities pursuant to the applicable Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(c)(xvi) hereof, or until it is advised in writing (the "Advice") by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus. If so directed by the Company, each Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of such notice. In the event the Company shall give any such notice, the time period regarding the effectiveness of such Registration Statement set forth in Section 3 or 4 hereof, as applicable, shall be extended by the number of days during the Suspension Period; *provided, however*, that no such suspension or extension shall be taken into account in determining whether Additional Interest is due pursuant to Section 5 hereof or the amount of such Additional Interest, it being agreed that the Company's option to suspend use of a Registration Statement pursuant to this paragraph shall be treated as a Registration Default for purposes of Section 5 hereof.

(d) Following the Consummation of the Exchange Offer or the effectiveness of an applicable Shelf Registration Statement and for so long as the Securities are outstanding, if, in the judgment of the Representatives, the Initial Purchasers or any of their affiliates (as such term is defined in the Securities Act) are required to deliver a prospectus in connection with sales of, or market-making activities with respect to, the Securities, the Issuers and the Guarantors agree to periodically amend the applicable Registration Statement so that the information contained therein complies with the requirements of Section 10 of the Securities Act, to amend the applicable Registration Statement or supplement the related prospectus or the documents incorporated

therein when necessary to reflect any material changes in the information provided therein so that the Registration Statement and the prospectus will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing as of the date the prospectus is so delivered, not misleading and to provide the Initial Purchasers with copies of each amendment or supplement filed and such other documents as the Initial Purchasers may reasonably request. The Company hereby expressly acknowledges that the indemnification and contribution provisions of Section 8 hereof are specifically applicable and relate to each offering memorandum, Registration Statement, prospectus, amendment or supplement referred to in this Section 6(d).

SECTION 7. *Registration Expenses.*

(a) All reasonable and documented expenses incident to the Issuers' and the Guarantors' performance of or compliance with this Agreement will be borne by the Issuers and the Guarantors, jointly and severally, regardless of whether a Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees and expenses (including filings made by any Holder with FINRA (and, if applicable, the fees and expenses of any "qualified independent underwriter" and one counsel that may be required by the rules and regulations of FINRA)); (ii) all fees and expenses of compliance with federal securities and state securities or blue sky laws; (iii) all expenses of printing (including printing certificates for the Exchange Securities to be issued in the Exchange Offer and printing of Prospectuses), messenger and delivery services and telephone; (iv) all fees and disbursements of counsel for the Issuers and the Guarantors and, subject to Section 7(b) hereof, the Holders of Transfer Restricted Securities; (v) all application and filing fees in connection with listing the Exchange Securities on a securities exchange or automated quotation system pursuant to the requirements thereof; and (vi) all fees and disbursements of independent certified public accountants of the Issuers and the Guarantors (including the expenses of any special audit and comfort letters required by or incident to such performance).

Each of the Issuers and the Guarantors will, in any event, bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Issuers or the Guarantors.

(b) In connection with any Shelf Registration Statement required by this Agreement, the Issuers and the Guarantors, jointly and severally, will reimburse the Holders of Transfer Restricted Securities being registered pursuant to the Shelf Registration Statement for the reasonable fees and disbursements of not more than one counsel as may be chosen by the Holders of a majority in principal amount of the Transfer Restricted Securities for whose benefit such Registration Statement is being prepared.

SECTION 8. *Indemnification.*

(a) The Issuers and the Guarantors, jointly and severally, agree to indemnify and hold harmless (i) each Holder and (ii) each Person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any Holder (any of the Persons referred to in this clause (ii) being hereinafter referred to as a "controlling person") and (iii) the

respective officers, directors, partners, employees, representatives and agents of any Holder or any controlling person (any Person referred to in clause (i), (ii) or (iii) may hereinafter be referred to as an "Indemnified Holder"), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, judgments, actions and expenses (including, without limitation, and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing, settling, compromising, paying or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of counsel to any Indemnified Holder), joint or several, based upon or arising out of any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (or any amendment or supplement thereto), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses are caused by an untrue statement or omission or alleged untrue statement or omission that is made in reliance upon and in conformity with information relating to any of the Holders furnished in writing to the Company by any of the Holders expressly for use therein. This indemnity agreement shall be in addition to any liability which either of the Issuers or any of the Guarantors may otherwise have.

In case any action or proceeding (including any governmental or regulatory investigation or proceeding) shall be brought or asserted against any of the Indemnified Holders with respect to which indemnity may be sought against the Issuers or the Guarantors, such Indemnified Holder (or the Indemnified Holder controlled by such controlling person) shall promptly notify the Issuers and the Guarantors in writing; *provided, however*, that the failure to give such notice shall not relieve any of the Issuers or the Guarantors of its obligations pursuant to this Agreement except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure. Notwithstanding the foregoing sentence, in case any such action or proceeding shall be brought against any Indemnified Holder and it shall notify the Issuers and the Guarantors of the commencement thereof, the Issuers and the Guarantors shall be entitled to participate therein and, to the extent that the Issuers and the Guarantors shall elect, jointly with any other indemnifying party similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such Indemnified Holder, to assume the defense thereof with counsel reasonably satisfactory to such Indemnified Holder (who shall not, except with the consent of the Indemnified Holder, be counsel to the Issuers and the Guarantors); *provided, however*, if the defendants in any such action include both the Indemnified Holder and the indemnifying party and an Indemnified Holder shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the Indemnified Holder in conducting the defense of any such action or that there may be legal defenses available to it and/or other Indemnified Holders which are different from or additional to those available to the indemnifying party, the Indemnified Holder or Holders shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Holder or Holders. After notice from the Issuers and the Guarantors to such Indemnified Holder of its election so to assume the defense thereof, the Issuers and the Guarantors shall not be liable under this Section 8 to such Indemnified Holder for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such Indemnified Holder, in connection with the defense thereof other than reasonable costs of investigation unless (i) the Indemnified Holder shall have employed separate counsel in accordance

with the proviso to the immediately preceding sentence representing the Indemnified Holders who are parties to such action or (ii) the indemnifying party shall not have employed counsel satisfactory to the Indemnified Holder to represent the Indemnified Holder within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party. The Issuers and the Guarantors shall not be liable for any settlement effected without their prior written consent, which will not be unreasonably withheld. The Issuers and the Guarantors shall not, without the prior written consent of each Indemnified Holder, settle or compromise or consent to the entry of judgment in or otherwise seek to terminate any pending or threatened action, claim, litigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Holder is a party thereto), unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnified Holder from all liability arising out of such action, claim, litigation or proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of the Indemnified Holder.

(b) Each Holder of Transfer Restricted Securities agrees, severally and not jointly, to indemnify and hold harmless the Issuers, the Guarantors and their respective directors, officers of the Issuers and the Guarantors who sign a Registration Statement, and any Person controlling (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) either of Issuers or any of the Guarantors, and the respective officers, directors, partners, employees, representatives and agents of each such Person, to the same extent as the foregoing indemnity from the Issuers and the Guarantors to each of the Indemnified Holders, but only with respect to claims and actions based on information relating to such Holder furnished in writing by such Holder expressly for use in any Registration Statement. In case any action or proceeding shall be brought against the Issuers, the Guarantors or their respective directors or officers or any such controlling person in respect of which indemnity may be sought against a Holder of Transfer Restricted Securities, such Holder shall have the rights and duties given the Issuers and the Guarantors, and the Issuers, the Guarantors, their respective directors and officers and such controlling person shall have the rights and duties given to each Holder by the preceding paragraph.

(c) If the indemnification provided for in this Section 8 is unavailable to an indemnified party under Section 8(a) or (b) hereof (other than by reason of exceptions provided in those Sections) in respect of any losses, claims, damages, liabilities, judgments, actions or expenses referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Issuers and the Guarantors, on the one hand, and the Holders, on the other hand, from the Initial Placement (which in the case of the Issuers and the Guarantors shall be deemed to be equal to the total net proceeds to the Issuers and the Guarantors from the Initial Placement (before deducting expenses)), or if such allocation is not permitted by applicable law, the relative fault of the Issuers and the Guarantors, on the one hand, and the Holders, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of the Issuers and the Guarantors on the one hand and of the Indemnified Holder on the other shall be determined by reference to, among other things, whether

the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by either of the Issuers or any of the Guarantors, on the one hand, or the Indemnified Holders, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in the second paragraph of Section 8(a) hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Issuers, the Guarantors and each Holder of Transfer Restricted Securities agree that it would not be just and equitable if contribution pursuant to this Section 8(c) were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, none of the Holders (and its related Indemnified Holders) shall be required to contribute, in the aggregate, any amount in excess of the amount by which the dollar amount of the proceeds received by such Holder with respect to any Transfer Restricted Securities exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(c) are several in proportion to the respective principal amount of Initial Securities held by each of the Holders hereunder and not joint.

SECTION 9. *Rule 144A.* Each of the Issuers and the Guarantors hereby agrees with each Holder, if any time during the period of one year from the date of this Agreement the Company is not subject to the information requirements of the Exchange Act, for so long as any Transfer Restricted Securities remain outstanding, to make available to any Holder or beneficial owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities from such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Securities Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A under the Securities Act.

SECTION 10. *Participation in Underwritten Registrations.* No Holder may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Transfer Restricted Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

SECTION 11. *Selection of Underwriters.* The Holders of Transfer Restricted Securities covered by the Shelf Registration Statement who desire to do so may sell such Transfer Restricted

Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker(s) and managing underwriter(s) that will administer such offering will be selected by the Holders of a majority in aggregate principal amount of the Transfer Restricted Securities included in such offering; *provided, however*, that such investment banker(s) and managing underwriter(s) must be reasonably satisfactory to the Company.

SECTION 12. *Miscellaneous.*

(a) *Remedies.* Each of the Issuers and the Guarantors hereby agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agree to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) *No Inconsistent Agreements.* Each of the Issuers and the Guarantors will not on or after the date of this Agreement enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Neither of the Issuers nor any of the Guarantors has previously entered into any agreement granting any registration rights with respect to its securities to any Person, other than (1) the Shareholders Agreement, dated as of June 10, 2009, by and among Fiat North America LLC, The U.S. Department Of The Treasury, 7169931 Canada Inc., the UAW Retiree Medical Benefits Trust (the "VEBA"), the VEBA holding companies identified therein and the Company, and (2) the Registration Rights Agreement, dated as of June 10, 2009 by and between the Company and the VEBA. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of either of the Issuers' or any of the Guarantors' securities under any agreement in effect on the date hereof.

(c) *Adjustments Affecting the Securities.* The Issuers will not take any action, or permit any change to occur, with respect to the Securities that would materially and adversely affect the ability of the Holders to Consummate any Exchange Offer.

(d) *Amendments and Waivers.* The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless the Issuers have (i) in the case of Section 5 hereof and this Section 12(d)(i), obtained the written consent of Holders of all outstanding Transfer Restricted Securities and (ii) in the case of all other provisions hereof, obtained the written consent of Holders of a majority of the outstanding principal amount of Transfer Restricted Securities (excluding any Transfer Restricted Securities held by the Issuers or their respective Affiliates). Notwithstanding the foregoing, a waiver or consent to departure from the provisions hereof that relates exclusively to the rights of Holders whose securities are being tendered pursuant to the Exchange Offer and that does not affect directly or indirectly the rights of other Holders whose securities are not being tendered pursuant to such Exchange Offer may be given by the Holders of a majority of the outstanding principal amount of Transfer Restricted Securities being tendered or registered; *provided, however*, that, with respect to any matter that directly or indirectly affects the rights of any Initial Purchaser hereunder, the Issuers shall obtain the written consent of each such Initial Purchaser with respect to which such amendment, qualification, supplement, waiver, consent or departure is to be effective.

(e) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, telecopier, or air courier guaranteeing overnight delivery:

(i) if to a Holder, at the address set forth on the records of the Registrar under the Indenture, with a copy to the Registrar under the Indenture; and

(ii) if to the Issuers or the Guarantors:

Chrysler Group LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326
Telecopier No.: (248) 512-1772
Attention: General Counsel

With a copy to:

Sullivan & Cromwell LLP
125 Broad St
New York, 10041
Telecopier No.: (212) 291-9101
Attention: Scott D. Miller, Esq.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if telecopied; and on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address specified in the Indenture.

(f) *Successors and Assigns*. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without limitation, and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; *provided, however*, that this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign acquired Transfer Restricted Securities from such Holder.

(g) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW RULES THEREOF.

(j) *Severability.* In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) *Entire Agreement.* This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Issuers with respect to the Transfer Restricted Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHRYSLER GROUP LLC

By: /s/ Jereen Trudell

Name:

Title:

CG CO-ISSUER INC.

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

CHRYSLER GROUP INTERNATIONAL LLC,
as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

CHRYSLER GROUP INTERNATIONAL SERVICES
LLC,
as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

CHRYSLER GROUP REALTY COMPANY LLC,
as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

CHRYSLER GROUP SERVICE CONTRACTS LLC,

as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Secretary

CHRYSLER GROUP TRANSPORT LLC,

as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

GLOBAL ENGINE MANUFACTURING ALLIANCE

LLC,

as Guarantor

By: /s/ Rajesh N. Choudhary

Name: Rajesh N. Choudhary

Title: Assistant Secretary

The foregoing Registration Rights Agreement is hereby confirmed and accepted as of the date first above written:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
GOLDMAN, SACHS & CO.
CITIGROUP GLOBAL MARKETS INC.
MORGAN STANLEY & CO. INCORPORATED

Acting on behalf of themselves and as the
Representatives of the several Initial Purchasers

By: Merrill Lynch, Pierce, Fenner & Smith
Incorporated

By: /s/ Michael Browne
Managing Director

By: Goldman, Sachs & Co.

By: /s/ Goldman, Sachs & Co.
(Goldman, Sachs & Co.)

By: Citigroup Global Markets Inc.

By: /s/ Andrew D. Murray
Name: Andrew D. Murray
Title: Director

By: Morgan Stanley & Co. Incorporated

By: /s/ Nicholas Romig
Name: Nicholas Romig
Title: Authorized Signatory